Town Council

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

Agenda **Monday, August 3, 2026** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

V. PUBLIC COMMENT

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

A. Audit Committee

Request for appointment to fill current vacancy on the Town's Audit Committee.

B. Anchorage Advisory Committee

Report only - Water Taxis/Ferry Recommendations. Accept into the record the report from the Anchorage Advisory Committee (AAC)

VIII. APPROVAL OF MINUTES

A. Town Council - June 1, 2026

B. Town Council - June 15, 2026

IX. CONSENT AGENDA

A. Resolutions 26-143 through 26-146; 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 26-147 through 26-150; 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 26-151 through 26-154; Extension of Local Emergency - Hurricane Milton

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

X. ITEMS REMOVED FROM CONSENT AGENDA

XI. PUBLIC HEARINGS

A. Resolution 26-141, VAR20250260, 100/102 Bay Mar Dr

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING/APPROVING WITH CONDITIONS/DENYING VARIANCE 20250260, REQUESTING A VARIANCE FROM LDC SECTION 34 TABLE 34-3 - FOR THE PROPERTY LOCATED AT 100/102 BAY MAR DRIVE GENERALLY REFERRED TO AS STRAP NUMBER 29-46-24-W2-00155.1010 IN FORT MYERS BEACH, TO REDUCE THE REQUIRED 20-FOOT REAR SETBACK BY 7.9 FEET TO ALLOW A REAR SETBACK OF 12.1 FEET FOR AN ENCLOSED ACCESS STAIRCASE EXTENDING TO THE SECOND FLOOR OF A TWO-FAMILY RESIDENCE WITHIN THE RESIDENTIAL CONSERVATION (RC) ZONING DISTRICT; AND PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

B. Ordinance 26-02; DA20250277, 6890 Estero Blvd. (Old Wyndham Garden)

This quasi-judicial agenda item is a 1st Reading and Public Hearing on proposed Ordinance 26-02. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for Wednesday, September 9, 2026 or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA

APPROVING OR DENYING A HOME RULE DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 6890 ESTERO BOULEVARD, FORT MYERS BEACH, FL, STRAP NO. 03-47-24-W1-00003.0010 OWNED BY FMBH LLC, AS AUTHORIZED BY SECTION 2-100 OF THE TOWN'S LAND DEVELOPMENT CODE AND IN COMPLIANCE WITH THE PROCEDURES FOR APPLICATION AND APPROVAL OF DEVELOPMENT AGREEMENTS WITH TWO PHASES OF DEVELOPMENT AND A REQUEST FOR SEVEN DEVIATIONS FOR THE PURPOSE OF REDEVELOPMENT OF THE PROPERTY TO ALLOW RESTAURANT, ENTERTAINMENT, COMMERCIAL PARKING AND RECREATIONAL USE; PROVIDING FOR TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO THE IDENTIFICATION OF THE PROPOSED USE OF THE PROPERTY, A FINDING OF CONSISTENCY WITH THE TOWN OF FORT MYERS BEACH COMPREHENSIVE PLAN, COMMITMENTS AND DEVELOPMENT OBLIGATIONS, DEVIATIONS NEEDED FOR DEVELOPMENT; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

TOWN COUNCIL MUST DETERMINE IF SAND CAPER CONDOMINIUM REPRESENTED BY MAX FORGEY WILL BE ALLOWED TO PARTICIPATE IN THE PUBLIC HEARING AS AN INTERVENOR AND THE EXTENT OF THEIR PARTICIPATION.

C. Ordinance 26-10, CPD20250286, 1207 Estero Blvd. (Silver Sands Resort)

This quasi-judicial agenda item is a 1st Reading and Public Hearing on proposed Ordinance 26-10. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for Wednesday, September 9, 2026 or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/APPROVING WITH CONDITIONS/DENYING A REZONING OF PROPERTY LOCATED AT 1207 ESTERO BLVD, FORT MYERS BEACH, GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0150D.0050 FROM DOWNTOWN ZONING DISTRICT TO A COMMERCIAL PLANNED DEVELOPMENT WITH 11 DEVIATIONS TO ALLOW FOR A 60-UNIT HOTEL, AND 2,500 SQUARE FEET OF COMMERCIAL RETAIL SPACE AND 46 PARKING SPACES; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

XII. ADMINISTRATIVE AGENDA

A. Resolution 26-142, FY2027 Proposed Maximum Millage Rate

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING A PROPOSED MAXIMUM MILLAGE RATE FOR THE TOWN OF FORT MYERS BEACH, FLORIDA OF 1.34 FOR

FISCAL YEAR 2027, COMMENCING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR THE GENERAL GOVERNMENT OPERATING FUND; SETTING THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC HEARINGS AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES FOR ADOPTION OF A TENTATIVE AND FINAL MILLAGE RATE AND A PROPOSED AND FINAL OPERATING BUDGET; AND PROVIDING AN EFFECTIVE DATE.

B. Resolution 26-167; Establishment of Six Ad Hoc Committees to Assist in the Preparation of a Charter School Application

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ESTABLISHING SIX AD HOC COMMITTEES TO ASSIST IN THE PREPARATION OF A CHARTER SCHOOL APPLICATION PURSUANT TO SECTION 1002.33, FLORIDA STATUTES, AND RULE 6A-6.0786, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR COMMITTEE DUTIES, MEMBERSHIP, AND DURATION; PROVIDING AN EFFECTIVE DATE.

C. Resolution 26-155, 2027 F-ROC Participation

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER TO PARTICIPATE IN THE FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE AND SUBMIT RELATED DOCUMENTS NEEDED TO IMPLEMENT AND ADMINISTER THE PROGRAM INCLUDING THE DISASTER READINESS ASSESSMENT, ANY POST DISASTER QUESTIONNAIRES, AND ABATEMENT ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

D. Resolution 26-168, First Amendment to the Non-Exclusive Right of Way Agreement with the Fort Myers Beach Chamber of Commerce

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE NON-EXCLUSIVE RIGHT-OF-WAY LICENSE AGREEMENT WITH THE FORT MYERS BEACH CHAMBER OF COMMERCE, RELOCATING THE LICENSED PROPERTY FROM 1046 ESTERO BOULEVARD TO PROPERTY LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY NEAR 1035 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA; AUTHORIZING THE MAYOR OR TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

E. Acceptance of Grant: TDC FY25-26 Attractions Marketing Funding for the Mound House

Acceptance of the Lee County Tourist Development Council (TDC) Attractions Marketing funding awarded to the Town of Fort Myers Beach for the Mound House for the 2025–2026 funding cycle in the

amount of $20,000, and authorize the Culture, Parks, and Recreations Director and/or Museum Manager to execute all documents necessary to administer the award.

F. Special Event: Matanzas Pass Inn Labor Day Bash

Approval of a Special Event Permit for the Matanzas Inn / On The Bay Labor Day Bash hosted by FMB Bayside, LLC, including waivers of the Town's Noise Ordinance and Open Container regulations, and approval of the temporary closure of portions of the public right-of-way, to facilitate event setup on September 4, 2026, and the Labor Day festival on September 5–6, 2026, subject to all applicable staff conditions and final approvals from the Lee County Sheriff's Office and the Fort Myers Beach Fire Control District.

G. Special Event: Island Hopper Songwriter Festival

Approval of a Special Event for the Island Hopper Songwriter Festival to be held September 25 through September 27, 2026, at Bayside Veterans Park, Fort Myers Beach, from 4:00 PM to 10:00 PM on September 25, 3:00 PM to 10:00 PM on September 26, and 1:00 PM to 4:30 PM on September 27, as requested by President Jacki Liszak of the Fort Myers Beach Chamber of Commerce in partnership with iHeartMedia, including setup beginning at 12:00 PM on September 25, amplified live music on the permanent stage, and a waiver of the Town's open-container restrictions within Bayside Veterans Park, subject to compliance with all applicable Town requirements and final approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.

H. Resolution 26-160; Special Event - FMB Chamber of Commerce Bayside Concert Series

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A REOCURRING SPECIAL EVENT PERMIT FOR THE BAYSIDE CONCERT SERIES HOSTED BY THE TOWN OF FORT MYERS BEACH AND THE GREATER FORT MYERS BEACH AREA CHAMBER OF COMMERCE AT BAYSIDE VETERANS PARK; GRANTING WAIVERS OF THE TOWN'S NOISE ORDINANCE AND OPEN CONTAINER REGULATIONS TO ALLOW AMPLIFIED LIVE MUSIC ON DESIGNATED SUNDAYS FROM 4:00 P.M. TO 8:00 P.M.; ESTABLISHING A ONE-YEAR PERMIT TERM SUBJECT TO APPLICABLE STAFF CONDITIONS AND FINAL APPROVALS FROM THE LEE COUNTY SHERIFF'S OFFICE AND THE FORT MYERS BEACH FIRE CONTROL DISTRICT; PROVIDING AN EFFECTIVE DATE.

I. Resolution 26-166, FDOT Memorandum of Agreement - Maintenance Services

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE MAINTENANCE AGREEMENT NO. BEK14 (FM

NO. 432729-1-78-19) BETWEEN THE TOWN OF FORT MYERS BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR MOWING, LITTER REMOVAL, AND MECHANICAL SWEEPING MAINTENANCE SERVICES ALONG STATE ROAD 685; AUTHORIZING THE MAYOR TO EXECUTE ANY FURTHER DOCUMENTS, INCLUDING RENEWALS, NECESSARY TO EFFECTUATE THE AGREEMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

J. Resolution 26-169; CHNEP ILA Grant Approval - Engineering for Stormwater Projects

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN CHARLOTTE COUNTY, ON BEHALF OF THE COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP (CHNEP), AND THE TOWN OF FORT MYERS BEACH FOR SERVICES SUPPORTING CHNEP'S COMPREHENSIVE CONSERVATION AND MANAGEMENT PLAN, INCLUDING THE ASSOCIATED WORK ASSIGNMENT FOR THE STORMWATER EVALUATION AND IMPROVEMENT PROJECT FOR FOCUS AREA 15 (INDIAN BAYOU) AND FOCUS AREA 16 (IBIS STREET), FOR AN ESTIMATED PROJECT COST OF $200,000.00; AND PROVIDING AN EFFECTIVE DATE.

K. Resolution 26-159; Change Order #2, ITB-23-18-UT, Andrew Sitework LLC

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER #2 TO CONTRACT ITB-23-18-UT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANDREW SITEWORK LLC. TO ADD ADDITIONAL WATER AND STORMWATER IMPROVEMENTS NEEDED TO CARLOS DRIVE AND SEAVIEW STREET; INCREASING THE CONTRACT AMOUNT BY $1,047,146.57; AND PROVIDING FOR AN EFFECTIVE DATE.

L. Resolution 26-171; EarthBalance Change Order #3 for Dune Plantings

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER #3 TO CONTRACT ITB-25-02-EN BETWEEN THE TOWN OF FORT MYERS BEACH AND EARTHBALANCE CORPORATION TO ADD 274 DAYS TO THE DEADLINE FOR COMPLETION OF THE CONTRACT, EXTENDING THE COMPLETION DATE TO DECEMBER 31, 2026, TO ALIGN WITH THE EXTENDED FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) LOCAL AGENCY PROGRAM GRANT AGREEMENT D1502; AND PROVIDING FOR AN EFFECTIVE DATE.

M. Resolution 26-164, First Amendment CUSI Agreement

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING

A FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND CONTINENTAL UTILITY SOLUTIONS, INC., TO INCREASE THE YEARLY TOTAL BY $768 AND TO INCORPORATE THE TOWN'S CONTRACT ADDENDUM TO THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO SIGN THE AMENDMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

N. Resolution 26-165; Tidal Basin Second Amendment

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDAL BASIN GOVERNMENT CONSULTING LLC; AMENDING THE AGREEMENT TO INCORPORATE ADDITIONAL FLORIDA STATUTORY REFERENCES FOR CONTRACT COMPLIANCE AND COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR) SUPPLEMENTAL TERMS AND CONDITIONS TO ENSURE COMPLIANCE WITH APPLICABLE STATE LAW AND U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REQUIREMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

O. Resolution 26-158; Axis Infrastructure LLC, STA #2

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AUTHORIZATION (STA) #2 WITH AXIS INFRASTRUCTURE, INC. IN AN AMOUNT NOT TO EXCEED $220,000, RETROACTIVE TO APRIL 1, 2026, FOR A CUMULATIVE TOTAL OF PAYMENT FOR SERVICES UNDER RFQ 24-26-AD TO CLOSE OUT THE FY2026 FOR THE CONTINUATION OF PLANNING SERVICES; AUTHORIZING THE TOWN MANAGER TO SIGN STA #2 AND PROVIDING FOR AN EFFECTIVE DATE.

P. Resolution 26-170; Coastal Engineering Consultants, STA #5 Beach Project Permit Required Activities

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUPPLEMENTAL TASK AUTHORIZATION #5 OF CONTRACT RFQ-24-06-AD BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR PERMIT REQUIRED SHOREBIRD MONITORING AND TILLING COORDINATION SERVICES ASSOCIATED WITH THE ESTERO ISLAND 2026 TRUCK HAUL PROJECT FOR A COST OF $7,010.00; AND PROVIDING AN EFFECTIVE DATE.

Q. Motion To Dismiss Second Renewed Building Appeal

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING/DENYING A MOTION TO DISMISS FILED BY ZACHARY W. LOMBARDO, ESQUIRE ON BEHALF OF TODD R. PLAISTED, AS TRUSTEE FOR THE TODD R. PLAISTED TRUST OF A

[SECOND RENEWED] ADMINISTRATIVE APPEAL BUILDING PERMIT # 242333 / #234477 (21391 WIDGEON TERRACE) FILED BY HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, AND STEPHANIE HIMMELSTEIN; PROVIDING FOR AN EFFECTIVE DATE.

R. Resolution 26-157; Authorization to Foreclose, Case 20240994, 2815 Estero Blvd.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN ATTORNEY TO REQUEST AUTHORIZATION TO FILE A FORECLOSURE ACTION FROM THE TOWN OF FORT MYERS BEACH SPECIAL MAGISTRATE REGARDING A CODE ENFORCEMENT LIEN RECORDED ON SEPTEMBER 15, 2025 IN CODE ENFORCEMENT CASE NO. 20240994 IN THE AMOUNT OF $16,500.00 (THE "LIEN") RELATED TO PROPERTY LOCATED AT 2815 ESTERO BLVD AND OWNED BY HIMMELSTEIN ASSOCIATES, LLC FOR VIOLATION OF THE TOWN'S FLOOD REGULATIONS BY KEEPING A NONCOMPLIANT STRUCTURE/SHIPPING CONTAINER ON THE PROPERTY; AUTHORIZING THE TOWN ATTORNEY TO FILE A FORECLOSURE ACTION REGARDING THE LIEN IN THE 20TH JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

XIII. FINAL PUBLIC COMMENT

XIV. TOWN MANAGER'S ITEMS

XV. TOWN ATTORNEY'S ITEMS

A. 1:00 PM - Executive Session (White Sands)

XVI. COUNCILMEMBERS ITEMS AND REPORTS

XVII. ADJOURNMENT

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

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



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

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-608**

1. **Request:**

Meeting Date: August 3, 2026

Request for appointment to fill current vacancy on the Town's Audit Committee.

Why the action is necessary:

There is (1) vacancy on the Audit Committee

What the action accomplishes:

Fills vacancies to maintain a quorum and ensure the Audit Committee can continue to make recommendations to Town Council on financial reporting, auditing practices, and fiscal oversight.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS	Res. 24-17	Lizzette Roman, Town Clerk Administrative Coordinator

5. **Background:**

Per Town of Fort Myers Beach Code of Ordinances 2-94 as amended by Ordinance 24-17:

Qualifications and Appointment of Members:

In addition to qualifications, which may be specified for membership by state statutes, Charter, ordinance, or resolution, a person appointed to an agency, board, committee, or commission shall give preference to a registered voter within the town's jurisdiction, a property owner within the town's jurisdiction, individuals with specialized experience or knowledge, individuals who have shown interest in the subject matter, or individuals who have a Fort Myers Beach postal code.

(2) Audit committee. All members of the audit committee shall be registered voters within the territorial boundaries of the Town of Fort Myers Beach who do not have any direct financial or business interests involving the town. The town council may waive the residency requirements by majority vote if there are an insufficient number of applicants who reside in the town. All members should, through education and experience, possess a basic understanding of governmental financial reporting and auditing. At least one member of the audit committee shall have accounting, auditing, or related financial management expertise that is specifically relevant to the government sector. The audit committee shall advise the town council on these matters and other matters pursuant to F.S. § 218.391, or any other topics as assigned by the town council.

Committee Purpose

The Audit Committee shall advise the Town Council on matters related to governmental financial reporting and auditing, pursuant to 218.39 F.S., or any other topic(s) as assigned by the Town Council. The Committee helps ensure fiscal accountability and transparency by providing informed recommendations on auditing practices and financial management.

Current Status

There is currently **(1) vacancy** on the Audit Committee. The Town Clerk's Office has received a total of one application for appointment to the committee.

Public Notice

The community was initially notified of the vacancies at the Town Council Management and Planning Meeting on August 4, 2025, and subsequently on the Town's website and through social media posts, with applications due to the Town Clerk's Office by the close of business on Wednesday, July 15, 2026.

Attachments:

1. Audit - Dunlap J.

Financial Impact:

None

6. **Alternative Action**

Do not appoint members and readvertize for the vacancy.

7. **Management Recommendations:**

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator	Created/Initiated - 7/15/2026
Amy Baker, Town Clerk	Approved - 7/16/2026
nancy stuparich, Town Attorney	Approved - 7/16/2026
Amy Baker, Town Clerk	Approved - 7/17/2026
William McKannay, Town Manager	Final Approval - 7/17/2026

Town of Fort Myers Beach

JUL 07 2025

Received by:

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 06/30/26

Name: James (Last) Dunlap (First) E (Middle initial)

Telephone Number: (616) 481-3217

Email Address: jedfmb@gmail.com

Home Address: 131 Egret St. Fort Myers Beach

Mailing Address 131 Egret St. Fort Myers Beach

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ◉ No ○

If yes, which committee(s)? LPA

If yes, when is your term expiration? October 2026

I am applying for appointment to: (Check one)

- ○ Anchorage Advisory Committee
- ◉ Audit Committee *must attach resume
- ○ Bay Oaks Recreational Campus Advisory Board
- ○ Cultural and Environmental Learning Center Advisory
- ○ Board Historic Preservation Advisory Committee
- ○ Local Planning Agency *must attach resume
- ○ Marine and Environmental Resources Task Force
- ○ Nuisance Abatement Board
- ○ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ○ No ◉

Do you have unpaid fines or liens due the Town? Yes ○ No ◉

Are you a registered voter within the Town's jurisdiction? Yes ◉ No ○

Are you a resident within the Town's jurisdiction? Yes◉No○

Are you an owner of real property within the Town's jurisdiction? Yes◉No○

Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes○No◉

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

See Attached

Community Involvement:

See Attached

Interests / Activities:

Boating, Golfing, Scuba Diving

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes○ No◉

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Date 7/7/2026

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 or email: Amy@fmbgov.com

JAMES E. DUNLAP

131 Egret St., Fort Myers Beach, FL 33931
616-481-3217 jedfmb@gmail.com

SUMMARY OF QUALIFICATIONS

Experienced executive and public servant with a distinguished record in municipal governance, planning, economic development, and financial leadership. Brings decades of board, council and executive experience overseeing complex organizations, managing budgets, and guiding strategic initiatives. Committed to transparent governance, community resilience, and responsible growth for Fort Myers Beach.

COMMUNITY & PUBLIC SERVICE

Chair, Fort Myers Beach Charter Review Committee
October 2025 – May 2026

Member, Local Planning Agency – Fort Myers Beach
June 2024 – Present

Immediate Past President & Board Member
Shadow Wood Community Association, Estero, FL
Board Member: 2018 – 2024 | President: 2021 – 2024

- Led governance and fiduciary oversight of a large master-planned community
- Guided strategic planning, budgeting and policy development
- President during award-winning year recognizing excellence in community leadership

---

COMMUNITY, ECONOMIC & NONPROFIT LEADERSHIP

Chair, West Michigan Policy Forum | *2012 – 2016*
Chair, Grand Rapids Economic Club | *2013 – 2014*
Treasurer & Board Chair, The Right Place, Inc. | *2009 – 2010*

- Michigan's second-largest economic development organization

Chair, Heart of West Michigan United Way Campaign | *2004 – 2007*
Treasurer & Chair, YMCA of Greater Grand Rapids | *2006 – 2008*
Co-Chair, DeVos Children's Hospital / Make-A-Wish Foundation | *2003 – 2009*
Co-Chair, American Cancer Society Cattle Baron's Ball | *2003 – 2004*
Chair, Junior Achievement Business Hall of Fame | *2002 – 2004*

TOURISM & REGIONAL BUSINESS LEADERSHIP

Chair, Orlando Regional Chamber of Commerce | *2000 – 2001*
Chair, Orlando Convention & Visitors Bureau | *1999 – 2001*

- Oversight of the second-largest convention center in the United States
- Leadership during periods of significant tourism and regional economic growth

---

PROFESSIONAL EXPERIENCE

Huntington National Bank — *Retired Executive*
1979 – 2017
($223B in assets; 16th largest U.S. bank at retirement)

Senior Executive Vice President | *2009 – 2017*

- Director of Regional & Commercial Banking, Wealth Management, Capital Markets, and Treasury Management
- Direct report to Chairman of the Board
- Oversight of multi-state operations, strategic growth and community engagement

Regional President | *1993 – 2008*

- Senior leadership roles across Midwest and Florida markets
- Responsible for profitability, regulatory compliance, and community engagement

---

ELECTED OFFICE

Council Member & Vice Mayor
Village of Waterville, Ohio
1993 – 1996

HONORS & RECOGNITION

- **Community Association of the Year (Southwest Florida)** – Shadow Wood Community Association, President (2024)
- **Board Member of the Year (Southwest Florida)** –Shadow Wood Community Association (2024)
- **West Michigan Businessperson of the Year** – West Michigan Economic Club (2010)
- **Community Leader of the Year** – Grand Rapids, Michigan (2007)
- **Banker of the Year** – Central Florida (2001)
- **One of Central Florida's Seven Most Outstanding Community Leaders** (1999, 2000, 2001)

May 18, 2026

Joint AAC/MERTF Report to Council

Good morning Town Council members and Town Staff.

I'm Chris Riedel King – Chair of the Anchorage Advisory Committee.

It's my honor today to represent Anchorage Advisory Committee members and members of the Marine Environmental Resources Task Force in providing a report about the joint committee meeting we had last Wednesday, May 13.

At the request of the Town Manager, we gathered to discuss a couple of items, as well as conduct our regularly monthly business.

The agenda items requested by the Town Manager were:

- Recommendations for guidelines the Town should consider to govern operations of potential water taxi and/or water ferry service on the island. Not WHETHER it should be allowed, but regulations to consider for such operations.
- And whether the Town's current policies around algae clean up were sufficient or needed modifications.

I will not be presenting our formal recommendations on either today, as the committees have not reviewed and voted on anything yet, but I'll give you a flavor of what we discussed and what likely will be coming your way either in June, or when you reconvene in August.

Regarding water taxi/ferry operations.

- The Number One concern we discussed was enforcement of existing speed zones in the bay. Definitions are challenging. And application of them differs by vessel size and shape.
    - But this is NOT a new concern. I have spoken to you previously about efforts undertaken by Mari Torgerson as a concerned citizen last fall beginning in November to convene stakeholders from Pod Protectors, the Chamber, LCSO, FWCLE, USCGA, the Town and marina operators to discuss this issue.
    - There were a number of positive outcomes from the meetings Mari brokered, including the creation of a speed zone map that is posted on the Chamber's site and that we urge the Town to post as well. (This was handed out by MERTF at Cruiser Appreciation Day.) My understanding is that work also is underway to create an app that will allow boaters to easily see where the speed zones are. So there are educational efforts in progress.

    - But there also needs to be enforcement. Increased and coordinated enforcement efforts. Because speed kills manatees. It destroys sea grass. It damages shorelines and sea walls. And it damages boats at marinas and in our Mooring Field.
    - Our committees URGE Town Council to get involved in creating a more robust, consistent coordinated effort around enforcement. If there is ONE THING you can do that we all agree upon, it's this.
- Other considerations that likely will be included in our recommendations for the creation of a permitting process will be around:
    - Establishing it in alignment with existing permitting for other similar water-related operations
    - Maintaining compliance with all existing Federal, State, County and Local laws, regulations, ordinances and licensing requirements.
    - Establishing a maximum number of licenses/permits/operators allowed for each type of enterprise, as well as the maximum vessel size allowable
    - Establishing a fee for the right to operate and/or use any town facilities – with special consideration around parking at docking facilities
    - Minimum levels of insurance and liability coverage
    - And any restrictions on hours/days/months of operation, as well as complying with existing noise/loud music restrictions

Item Number 2 – Algae removal

- Again, this is not a formal recommendation, but based on our discussion, the sentiment was that the existing town policy is adequate.
- With the caveats that the policy should apply to the entire island equally.
- And that the policy should allow for staff to use its best judgement under any special circumstances and based on available resources.
- Staff should be allowed to make common sense decisions particularly when concerns of safety, health or negative island perceptions might come into play.

A couple of member items of note to call out:

`1. There was support for AAC Member Sam Lurie's request to consider alternatives to fireworks in the future, given environmental, safety and health concerns. Before the Town moves ahead with any future fireworks discussions, could you look into alternatives like lasers and drones and do some due diligence on pros and cons of these approaches?

2. There also was support for MERTF Committee Member Jennifer Rusk's request to increase enforcement of regulations for property maintenance. Now that we're heading

into rainy and Hurricane season, it's even more important to make sure that unsecured debris doesn't blow around and wash into our storm drains or waterways.

We appreciate the opportunity to hold joint meetings to discuss items of overlapping interest and would like your continued support to scheduled these on at least an annual basis as well as when needed.

I thank you for your time and am happy to answer any questions.

Fort Myers Beach Town Council

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

Minutes **Monday, June 1, 2026** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

Members Present: Mayor Dan Allers, Vice Mayor Scott Safford, Council Members John King, Rebecca Link, and John McLean.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Council Member King moved to approve the final agenda as presented, seconded by Council Member McLean.
The motion carried unanimously.

V. PUBLIC COMMENT

None

VI. PRESENTATION

A. 2025 Consumer Confidence Report (Water)

2025 Consumer Confidence Report (Water)

Utilities Compliance Coordinator, Vanessa Kraft, presented the 2025 Consumer Confidence Report. She explained the water source and treatment process. She provided a general overview and background of the report. Ms. Kraft listed the potential contaminants that may be present in source water and reported the test results, which included radioactive and inorganic contaminants, stage 1 and stage 2 disinfectants and disinfection by-products, and lead and copper. There was a request for more recent results for radioactive contaminants. Ms. Kraft stated that the town may have been eligible for a waiver for six years, which would mean that the next test would be conducted sometime later in 2026. Council Member King commended the Utilities Compliance Coordinator on her work and asked if residents' homes were used for copper and lead testing. Ms. Kraft replied that the data was

DRAFT

collected from the Mound House and a house that was built in or before 1969. Lead solder was not banned at that time. She confirmed that all sampling was done inside the house and that the results do not represent the distribution as a whole. She explained the Unregulated Contaminant Monitoring Rule (UCMR 4). She then presented additional health information on lead and other water contaminants.

Council Member McLean expressed his appreciation for the information provided today, stating that the explanation of the presence of lead in older homes was particularly helpful in alleviating concerns about water contamination. Council Member Link and Vice Mayor Safford confirmed that fluoride is no longer an issue for the town and has been removed from the water. Ms. Kraft added that this was removed in 2025 and that the latest results should reflect that change. Council Member King and Mayor Allers thanked the Utilities Compliance Coordinator for her presentation.

VII. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member King recognized Dawn and Mike Miller and their investment in the island.

Vice Mayor Safford congratulated the Millers on the JobuFest. He thanked them for all their contributions to the community.

Council Member Link acknowledged the town staff, Turtle Time volunteers, contractors, and residents who continue to work together as the island balances its restoration and environmental protection. While timing is not always perfect, and there are still concerns to be addressed, she wished to express her appreciation for their work and collaboration.

Council Member McLean thanked the Millers for their contributions. He is looking forward to the fireworks event and noted that he had a great experience at JobuFest.

Mayor Allers echoed previous remarks on Dawn and Mike Miller and JobuFest. He also thanked Representative Botana, Tom and Mari Torgerson, Brian and Dawn Thomas, and TPI Group for hosting a legislative information session on the property tax reform. He recognized Representative Botana and his support and work for the community.

A. Proclamation: Code Enforcement Officers' Week

Mayor Allers read the proclamation recognizing June 1-June 7, 2026, as Code Enforcement Officers' Week. Town Attorney Stuparich commended these staff members on their dedication and recognized the phenomenal improvements that have occurred due to their work. Town Manager McKannay also expressed his appreciation and emphasized their role in public safety. He noted that their work is far more than just enforcing the town's code. He acknowledged the benefits that these staff members bring to the town.

Code Enforcement Manager, Michael Hauserman, thanked the Town Council for recognizing their work. He also acknowledged his staff and the management team. He stated that they go above and beyond every day to protect the town's residents and visitors and to maintain the safety of the community. He

thanked the Council again for their appreciation and this proclamation.

VIII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

IX. APPROVAL OF MINUTES

None

X. CONSENT AGENDA

Council Member King moved to approve the consent agenda, seconded by Council Member Link.
The motion carried unanimously.

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.

Council Member King moved to approve the resolution, seconded by Council Member Link.
The motion carried unanimously.

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.

Council Member King moved to approve the resolution, seconded by Council Member Link.
The motion carried unanimously.

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

DRAFT

CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

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

The motion carried unanimously.

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.

Mayor Allers read the title of the resolution. Town Attorney Stuparich provided a procedural overview of quasi-judicial proceedings and confirmed with Town Clerk Baker that the item was properly noticed. She then asked members of the Town Council for any conflicts of interest that would preclude them from voting. Vice Mayor Safford disclosed that he has a conflict and noted that he filled out Form 8B. He stated that he manages the rental properties at 1165 Estero Boulevard and that the decision would affect his business in one form or another. He intends to recuse himself from this vote. No other disclosures were made. Town Clerk Baker swore in all those who wished to testify. Town Attorney Stuparich asked for disclosures for any ex parte communications. Council Member Link pointed to a potential discrepancy for the property addresses on Google Maps. Senior Planner Jason Smalley provided that the data was from the Lee County Property Appraiser's Office. He said that the properties on 1161 and 1165 Estero Boulevard should be associated with the corner lot. Mayor Allers disclosed that he had a brief conversation with Mr. Richard, who had let him know that this variance request is based on a concern for public safety. No other disclosures were made. Mayor Allers noted that Senior Planner Jason Smalley has already been qualified as an expert in the field of land use planning and development in Fort Myers Beach, based on his education and expertise. He also confirmed that Ms. Stewart is a qualified expert.

Senior Planner Jason Smalley provided a summary of the request as outlined in the blue sheet. He reported that the Local Planning Agency had voted unanimously to recommend denial. He also mentioned the concerns about vehicle back-up on Estero Boulevard, which were expressed during discussions at that Local Planning Agency meeting. He presented staff's recommendation for denial, based on the fact that the property is able to work with what currently exists. Council Member McLean inquired about any substantial changes in the application between the Local Planning Agency meeting and its current presentation at Council. Mr. Smalley responded that he had not seen any additional applications and is not aware of any modifications. He would like to defer to the applicant to confirm. Council Member King asked for additional information on the safety concerns. Mr. Smalley provided that, if this property is redeveloped, staff will push for a redesign of the parking spaces. This would eliminate the need for vehicles to directly back out onto Estero Boulevard. He asserted that he is not aware of any incidents that have been caused by this current layout but expressed his personal observations of lack of visibility and heavy traffic. It is the staff's belief that the current design is working and that they cannot determine whether this request is the minimum necessary to relieve the applicant of an unreasonable burden. He defers to the applicant for additional context on any issues with running the business. Mayor Allers confirmed with the Senior Planner that the current safety concern does not outweigh the requirements outlined in the town's Land Development Code.

Kara Stewart, on behalf of the applicant, provided the historical background of the use and the construction of and around the property in question. She stated that, due to the lack of parking, the applicant had to obtain a joint use parking agreement with another parking lot that he owned. She asserts that this created encumbrances for both properties. She apologized for her inability to attend the Local Planning Agency meeting and believed that she would have been able to resolve some questions that may have come up during discussions. She provided that the property will now be in the Time Square District in the town's comprehensive plan. She summarized the policies that are under this document. Responding to Mayor Allers' request for clarification, she noted that the Land Development Code still applies and delineates the multiplier. The lower area of the property had a contractor's office. She stated that this business did not operate well at this location. She emphasized the difficulty of parking and remarked that the area would better support a retail or restaurant business. Ms. Stewart commented that removing the parking requirement would enable the applicant to have an outdoor display or outside seating. It would also eliminate the need to provide an accessible parking space. The parking location under the current agreement has its own ADA requirements. Ms. Stewart noted the changes to the intersection in question, which began as one defined cross-hatch walkway. There are now three defined walkways and a traffic light. The applicant currently predicts retail or restaurant use, and there currently are no tenants in the upper area. She commented that there is sufficient overnight

and limited-hours parking in the nearby area. Mayor Allers asked why the adjacent parking lot did not offer overnight parking. Ms. Stewart responded that there had been some public concerns about headlights shining across the canal. She quoted a tenant's online review and stressed that there is no need for a vehicle when staying at this location. She said that the applicant is able to, by right, have outdoor seating and retail. She explained that alcohol service would require a special exception, which would be decided by the Town Council. Mayor Allers inquired about the current directions provided to property guests who wish to park. Town Attorney Stuparich noted that members with conflicts of interest would be able to speak. Vice Mayor Safford stated that the guests were directed to an alternative parking location and that he does not allow his cleaning staff to park at the property, due to traffic safety concerns. Ms. Stewart concluded her remarks by referring members of Town Council to the adaptive reuse policy in the comprehensive plan. She likened the current request to the incentives mentioned in the document.

Council Member McLean inquired about shifting parking spaces to the additional lots. Ms. Stewart responded that this would create an encumbrance for both properties. She asserted that no other parking lots have these burdens. She summarized the applicant's intentions to use the front area of the property and be more compliant with the comprehensive plan. She emphasized that there would not be an expansion to the building. Council Member McLean requested additional information on future uses for the property. Ms. Stewart noted that a retail business would be able to have an outdoor display. A restaurant would need to come before the Town Council to be able to serve alcohol on the property. The property does not currently have a tenant, but she provided these predictions based on the feedback that she has received. Mayor Allers asked if the applicant would approve of a condition brought forward that would prevent any changes to the footprint of the building. Ms. Stewart confirmed that there will be no changes to the structure. Council Member Link verified that the applicant also owned the parking lot on Crescent Street. There was a follow-up question on how the elimination of the agreement would impact overnight parking. Ms. Stewart responded that there were multiple opportunities that would still exist on Old San Carlos. Council Member Link commented that such options would require renters to pay additional fees. Responding to an inquiry about the front parking space, Mr. Richard stated that this area was reserved for the downstairs tenant. The residents are not allowed to park in that space.

Council Member King asked the applicant if there were any concerns with the conditions presented by the staff or posed by the Mayor. Ms. Stewart noted that there were no issues with the elimination of on-site parking with backing movements. She believed that the enhanced landscaping in the third condition may not be entirely applicable. Senior Planner Jason Smalley explained that this would provide a visual delineation for a pedestrian-oriented area. The current language is meant to be a starting point for discussion, and staff encouraged the Town Council to create additional

guardrails as needed. Council Member King brought up a possible concern: drivers may see the open spot and park in that space. Ms. Stewart answered that the applicant would be willing to create a buffer and to encourage pedestrian use. She sought additional clarification on the staff's fifth condition. She suggested that the language be amended to reflect the uses allowed in the downtown district within the comprehensive plan zoning.

Council Member Link voiced her stance against removal of parking. She also expressed concerns about alcohol service in an area with heavy traffic and activity. She noted the potential benefit of parking for certain types of restaurants. Ms. Stewart emphasized that alcohol service would need to be presented before the Council as a separate request. Mayor Allers asked if the applicant would be willing to open parking spots in his other location for restaurant guests, should this type of business open on the property. Ms.

Stewart responded affirmatively and acknowledged the uncertainty due to the lack of a current tenant. Mr. Smalley asked Town Attorney Stuparich if limited uses can be legally set in the conditions for approval. She responded that the condition would apply to the variance, which would no longer be applicable if there is a deviation. Mayor Allers recommended that the condition refer to the existing uses within the zoning district. Mr. Smalley expressed his agreement. He explained that intensity can refer to the building and to the use. Council Member McLean asked Town Attorney Stuparich if Council could make determinations to better align with the newly adopted comprehensive plan.

She answered that the Council may do so. A variance would be in the form of a development order. This would need to be consistent with the comprehensive plan. Council Member McLean voiced his concerns about safety in the area and the potential encumbrances created by the staff's third and fifth conditions. He suggested that the condition simply refer to the uses permitted in the Times Square District under the comprehensive plan. Mr.

Smalley reminded members that the fifth condition would need to be reworded. It is of his understanding that there are two forms of intensity provided. He suggested that the Town Council use more specific language for the condition on delineation of space. The site visibility triangle would also need to be addressed. Town Attorney Stuparich agreed with this recommendation. She offered an option to include examples within the condition to set an expectation. Town Manager McKannay acknowledged the public safety issue. Should a restaurant open at this property, he does not believes that there would any concerns that would be different from those already existing in the area. Ms. Stewart offered that a vertical delineation be installed that would comply with the site visibility triangle.

No public comment.

Council Member King viewed this request as a public safety issue. He acknowledged the concerns related to backing out onto Estero Boulevard. Council Member Link asked Senior Planner Smalley if he had any additional recommendations that would make him more comfortable to move forward, should this item be approved. The Senior Planner voiced his concern about ADA access between parking and the property. He noted that staff is flexible

with landscaping, so long as proposals be limited to two feet in height. This would allow for clear vision in the site visibility triangle. Council Member McLean stated that the Council should embrace the changes made in the comprehensive plan. He provided that there were no increases in use, density, or intensity. He does not have issues with the owner or company instructing individuals to use alternative parking or modes of transport. He voiced his support of removal of the parking requirements and pointed to the intent to increase walkability in the Times Square District. He suggested that the third condition be modified to read, "a physical barrier to block off the parking, no more than 24 inches high." He proposed to either remove the fifth condition or amend it to reflect all uses within the Times Square District.

Mayor Allers expressed agreement to some of Council Member McLean's remarks. He mentioned the safety concerns related to exiting the parking area. He believed that it would be in the best interest of the community to eliminate this parking. He stated that this removal would be consistent with the criteria of the new downtown district. Any restaurant business would also need to come before Council to seek approval for alcohol service. He voiced his support for the variance and Council Member McLean's proposal for modification of the third condition. He believes that the fifth condition should require consistency with the Times Square Zoning District. Mr. Smalley proposed that the language simply prohibit increases in building footprint and height increases for the primary structure. Town Attorney Stuparich noted that additional work could be done after this meeting. She believed that there is adequate testimony from both experts that would enable them to develop a sufficient requirement. She reminded the applicant that he would need to go through the approval process and permitting as needed. Mayor Allers asked about the timing for implementation of the parking barrier, as non-compliance would immediately begin upon approval. Mr. Richard responded that it would depend on the weather and external factors. He noted that the tenant will be moving out. The lease will expire in October. Council Member McLean expressed his preference for concrete planters. He believes that orange cones should not be used. The applicant confirmed that he can place planters on the property immediately after approval. There were discussions on placing a deadline within the condition. A proposal was made to require the applicant to comply within thirty days. The applicant agreed to this timeframe and will have the tenant use one of his other lots. Council Member King confirmed with Ms. Stewart that cones will not be used. Council Member Link asked about the steps required to restore parking, should this be desired in the future. Mayor Allers and Town Attorney Stuparich stated that this would need to be presented before the Council for approval.

Council Member McLean moved to approve Resolution 26-094, Variance 20260011, for 1161 and 1165 Estero Boulevard, with the conditions as modified in today's discussions, including putting up a physical barrier within the next 30 days that would include planters and not physical cones, and removal of the fifth condition, noting that it would be moot to allow all uses available in the Times Square District, seconded by Council Member King.

Town Attorney Stuparich referred members of the Council to the staff conditions, providing that the timeline of 30 days would be added to Condition C. She reminded the body that this motion would remove Condition E in its entirety.

Council Member McLean modified his motion to add an amended fifth condition that would include no increases in either the footprint or the height of the building. The seconder of the motion agreed to the amendment.

The motion carried 4-0, with Vice Mayor Safford abstaining.

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.

Mayor Allers read the title of the ordinance. Senior Planner Jason Smalley provided a summary of the request as outlined in the blue sheet. Town Attorney Stuparich added that many coastal communities have adopted a similar ordinance. Mayor Allers noted a discrepancy in the minimum clearance and asked if the language could simply refer to compliance with the safety requirements and not provide a specific amount. Mr. Smalley agreed to this change. Mayor Allers and Council Member McLean raised concerns about individuals finding loopholes and building steps that would allow for uses in addition to utility access. Both would like to see more restrictive language. Council Member Link expressed her appreciation to the staff for their ongoing work on identifying updates to the Land Development Code. There were discussions on whether this ordinance should also address elevated air conditioning units. Council Member McLean and Council Member Link believe that this issue should be considered separately.

No public comment.

Vice Mayor Safford identified a few scrivener's errors on page 118.

Mayor Allers made a motion to move Ordinance 26-09 forward to the second reading on June 15, 2026, at 9:00 a.m., seconded by Vice Mayor Safford.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the ordinance. Town Attorney Stuparich provided that the only change made to the draft was the inclusion of the Spanish translation of the ballot title. Following up on a previous question, she reported that the language that would appear in the charter would not be included on the ballot. There will be a yes/no question, followed by a summary of the change.

Council Member Link stated that she would like the voters to decide on these items. Mayor Allers noted some concerns he has heard about the proposed charter amendment on appointments. He said that there was some discomfort with allowing the Town Council to fill the vacancy for a period of time that may be longer than what the electorate would like to see. Council Member Link expressed her agreement. There were discussions on vacancies and the staggering of open positions. Vice Mayor Safford thanked Mr. Dunlap and the Charter Review Commission for their work.

No public comment.

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

The motion carried unanimously by roll call vote.

Mayor Allers and Town Attorney Stuparich also expressed their appreciation for Mr. Dunlap and the Charter Review Commission.

The Council took a ten-minute recess.

XIII. ADMINISTRATIVE AGENDA

A. FY26/27 Budget Hearing Dates

DRAFT

Continued from May 18, 2026

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

Town Manager McKannay recommended that the first budget hearing be held on Monday, September 14, 2026, and that the second budget hearing be held on Monday, September 28, 2026. He provided that this schedule would allow for a 14-day interval. Both sessions would begin at 5:01 p.m. Mayor Allers stated that he would not be able to attend on September 28, 2026. There were further discussions on availability and potential dates.

Mayor Allers moved to approve the dates and times as previously outlined by the Town Clerk, September 4, 2026, for the first budget hearing, starting at 5:01 p.m. or later, and September 23, 2026, for the second budget hearing, starting at 5:01 p.m., or later, seconded by Vice Mayor Safford.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the item into the record. Special Events Coordinator Nora Skipper introduced the applicant, Danielle Lynch, who was attending the meeting via Zoom. Ms. Lynch summarized her request and asserted that these events would be an added benefit to Fort Myers Beach, especially given the struggles local businesses have been facing. Council Member Link asked if there were any lessons learned from previous events that would warrant modifications. She also inquired if there would be food and beverage options. Ms. Lynch stated that she traditionally does not bring in food and drink to the events. She mentioned the restaurants and businesses available in the Times Square area. Generally, two additional portable bathrooms are provided. The applicant is also willing to provide daily garbage removal services, if needed. She discussed with Special Events Coordinator Nora Skipper about concerns regarding ongoing improvements in the area. She will review the situation in October and address and discuss any needed changes then. The applicant does not intend to have closed bottle sales at the event. The one exception would be if a not-for-profit organization requests such in their fundraising efforts. She clarified that she does work with three craft distilleries that are allowed to sell closed bottles for consumption outside the location. Town Manager McKannay asked the

applicant to work with the nearby businesses to ensure that the layout is in compliance, so as not to restrict their ingress or egress. He thanked her for her flexibility. He announced that there is potentially some construction during or before the events. Ms. Lynch asked that no conflicting events be held within two weeks of her events. She stated that this would be for her and the participating businesses' benefit. She clarified that she is referring to the weekly holiday events in December and January. Mayor Allers described potential direct competition and parking concerns. He asked if a plan was in place for parking. Ms. Lynch responded that she will speak with owners of the private parking lots and work out an agreement for a set flat rate. Council Member Link also suggested that she advertise the off-island parking options. There were additional discussions on alcohol sales and the impacts on the businesses located in the area. Ms. Lynch informed the Council that she has an agreement with Lee County and that a uniformed officer and vehicle will be present at the event during the peak hours of 11:00 a.m. to 3:00 p.m. on Saturday and Sunday. Council Member King expressed his concerns about blocking out other events a week before and a week after the proposed Fort Myers Beach Festival of the Arts. Public Information Officer Abigail Eberhart reported that applications and permits are processed in the order in which they are received. She noted that there currently is not a conflict and that staff will be processing other permits in the order of fairness. The town is required to give everyone the opportunity to hold an event, so long as processes are being followed. She provided that the farmers market would be moving forward contingent on approval from LCSO, Fort Myers Beach Fire Control District, and the Town Council. Council Member Link confirmed with the applicant that she does not have any concerns with the farmers market.

Special Events Coordinator Nora Skipper stated that there is an additional application that will come forward to the Town Council on June 15, 2026. The applicant is Linda Miller. The events will be presented as a package, and she noted that there may be some overlap. Public Information Officer Abigail Eberhart added that the current request contains an open container waiver.

There were further conversations on the issue of open containers and removing the language "possible bottled alcohol sales" and inserting "the timeframes allowing open container in the Times Square area." The applicant agreed to no closed bottled sales of any type. Council Member Link inquired about the sale of food. Ms. Lynch explained that, traditionally, there are two food vendors at most. Their products would generally be "grab and go" snacks.

Mayor Allers moved to approve the Special Event "Fort Myers Beach Festival of the Art," to include open container during the hours of the event in the Times Square area, containment to the area that is within the map, and no bottled alcohol sales, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

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

DRAFT

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.

Mayor Allers read the item into the record. The applicant summarized her request.

Mayor Allers moved to approve the Special Event "Holly Jolly Market," to include open container, as discussed in the previous special event, confinement to the Times Square area, and no bottled alcohol sales, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the item into the record. The applicant summarized her request.

Council Member Link, Council Member McLean, and Vice Mayor Safford voiced their support.

Council Member Link moved to approve the Special Event "Mermaid Fest" on April 17 and 18, 2026, in Times Square from 6:00 a.m. to 8:00 p.m., seconded by Vice Mayor Safford.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Town Attorney Stuparich provided a summary of the request as outlined in the blue sheet and verified that the address is 369 Madison Court. Town Manager McKannay provided

that Community Development Director Frankie Kropacek and his team have worked with the owners of similar properties that had town property or seawall issues.

Mayor Allers mentioned that there were a few scrivener errors. There was a misspelling of his name and a few names had been mistakenly omitted.

Council Member Link also noted that there was a typo in her last name. Town Manager McKannay confirmed that there will be corrections on pages 204-205.

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

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Environmental Projects Manager Chadd Chustz gave a summary of the request as outlined in the blue sheet. Council Member Link asked if the contract can be extended retroactively, noting the potential gap between the two agreements. Mr. Chustz responded affirmatively.

Council Member King moved to approve Resolution 26-124; Mayor Execute Mod#2 of FDEM Contract D1502, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Environmental Projects Manager Chadd Chustz provided a summary of the request as outlined in the blue sheet. Council Member McLean asked for additional information on the dune and shade plantings. Mr. Chustz clarified that Earth Balance will plant salt-tolerant trees at the town's beach accesses. This would resemble a more traditional tree-to-tree match. In speaking with FDACS, he noted that they would have accepted the dune plantings in and of themselves as a match.

Council Member Link asked about the survey and the benefits for the town.

DRAFT

Manager Chustz responded that there will be a before-and-after canopy analysis of Hurricane Ian. This information will provide the town with guidance on how to better manage the canopy in future plantings. They will also be examining opportunities for tree plantings. He described some of the current work that is being done with a previous FDACS grant. Council Member Link expressed her concerns about the open-ended cost, given the fee structure of $8 per tree. She inquired about potential limitations to the cost. Mr. Chustz explained that FDACS would cover this cost.
Council Member King moved to approve Resolution 26-125; Florida Forest Service Technical Assistance Grant, seconded by Council Member Link.
The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Town Manager McKannay provided a summary of the request as outlined in the blue sheet. Council Member King inquired about the funding source. Community Services Director Jeff Hauge provided that this would be coming from the storm water fund. Vice Mayor Safford asked if there will be similar projects coming in the future. Mr. Hauge answered that he did not foresee any similar items but did note that there will be other drainage projects arising from the vulnerability assessment. The town will need to identify additional funds through appropriations and other means. Council Member Link requested additional information on the location of the Carlos Circle drainage. Mr. Hauge stated that this project would be at the north end of town, near the 7-11 and North Tower. Mayor Allers provided that this was the only road that goes into and comes back onto Estero Boulevard.
Council Member McLean moved to approve Resolution 26-122, STA#12, Carlos Circle Drainage, Tetra Tech, seconded by Mayor Allers.
The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Town Manager McKannay provided a brief summary. Code Enforcement Officer Michael Hauserman reported that a Special Magistrate Order was entered on September 2, 2025, and imposed $16,500.00 in liens against the property owner. The original notice was issued on October 17, 2024, providing a compliance date of November 16, 2024. The Special Magistrate found a violation on January 7, 2025 for the unpermitted storage of shipping containers on the property. The property owner failed to come into compliance with that order by March 1, 2025. A status hearing was held on March 4, 2025, certifying that the fines would accrue. A status fine and position hearing was held, and a fine of $16,500.00 was imposed. Town Attorney Stuparich directed members of Council to the Special Magistrate Order on page 285 and the lien amount on page 287. She stated that, after the Special Magistrate rendered his order, it was recorded. The town's code provides a process to allow a property owner to come forward to the Council and request a reduction on any recorded liens. The request first goes to the Town Manager, who reviews it and, in certain circumstances, provide satisfaction. If there is full payment, there would be satisfaction and release of the lien. If there is a mere reduction, there is criteria that the Town Manager needs to evaluate. He would then render a decision, either approving or denying this request. She referred to the Town Manager's letter, dated May 5, 2026, on page 290.

Robert Hartsell, on behalf of Himmelstein Associations, LLC, requested to approach the Town Clerk with a copy of the timeline. Mayor Allers asked if this document was also presented to the Special Magistrate. Mr. Hartsell stated that it was not and that this timeline was prepared for the purposes of the lien reduction. He wished to use this diagram to explain the special circumstances of this case. Town Attorney Stuparich added that this argument was not made during that meeting. She recalled that there was a representative present then. She said that the property owner has the right to come before the Council to ask for a reduction. The Special Magistrate reviewed the facts that were presented by the Code Enforcement Officer and rendered his decision based on the written certification of lien. Once this lien is imposed, the code does allow for a process to show mitigating factors that the Special Magistrate would not take into consideration. Mr. Hartsell noted that his firm understood that this is under the discretion of the board. He asked for some relief from the fine. He stated that the owner had obtained a temporary permit for the shipping containers. He asserted that they did everything that they were asked to do. Mayor Allers asked if there was a copy of this permit and the site layout. Jeff Walker, a representative of the owner, stated that he managed the properties and applied for the temporary permit in 2023 for the shipping containers. He had originally put in the wrong location on the plan. Realizing his mistake, he contacted Associate Planner Kendra Rosa, e-mailing her the correction and reaching out multiple times to

follow up on the status. He finally received a communication providing for approval. He had assumed that they were then allowed to put the containers in that new location. He never received a response that denied or rejected the updated place. Mayor Allers asked if he met with Community Development Director Frankie Kropacek. Mr. Walker responded that he had not. There was a follow-up question on communications with staff following the notice of violation. Mr. Hartsell replied that the violation came after the permitting process. FEMA had stated that these shipping containers had to be removed, as they were not secured to the ground. There was a second round of permitting. He asserted that this held up the hearings. After the last Special Magistrate Hearing, the permit was denied. The owner had paid around $600 in permit fees. He pointed out the need to move items and recover from the hurricane. The owner had a CO before Hurricane Ian.

Council Member Link requested that the representatives review the timeline in chronological order, beginning with the earliest event.

Mr. Hartsell provided that Surfside Casual was a yard furniture company. It was a small business, and the owners lived in Fort Myers Beach. The location is on Estero Boulevard. The owners applied for permits and restored the building. They obtained a CO, and five days later, the storm hit. They were out of business, due to the damage and destruction caused by the hurricane. On February 13, 2023, the temporary permit for the shipping containers was issued. In December 2023, they received a permit application for remodeling the store. Council Member Link asked what the owner had expected to do with the shipping containers. Mr. Hartsell replied that they had wished to secure inventory, as well as any supplies and materials that may be needed to rebuild the property. On March 26, the town issued a permit for the remodeling. Mr. Hartsell noted that there had been a request to place the containers on a platform. This particular permit was never issued. He believed that the setback was the main issue related to that denial. Mr.

Walker added that the design originally had the containers placed on helical piers. They would be above base flood elevation. The containers would be behind the building, as storage for inventory. They had intended to relocate them on the property. There was a permit application to move the shipping containers, as an attempt to obtain compliance, which is dated January 2025. There had been plans to decorate and cover them so that they would not be visually obstructive. This permit had been denied. The owners received an objection letter, which asked for more details about the setback from Lover's Lane. This information was then provided. After the hearing held on March 4, Senior Planner Jason Smalley sent the owner a letter stating that the containers would not be allowed. There was then a rushed effort to sell the containers and relocate the stored materials. He noted that this was done as quickly as possible. It took about two months to complete these tasks.

Council Member Link confirmed with Mr. Walker that he did not have an alternative location for these containers. Council Member McLean inquired about the notice of violation. Mr. Hartsell stated that some of the notices were not sent to the correct address, which caused a delay. Mr. Walker noted that

this issue was not brought up in the Special Magistrate Hearing. Mr. Hartsell added that, during this session, the town had told the Special Magistrate that the applicant was working on the permit and that they are currently in review of the application. He asserted that the fees began to accrue after the denial of the permit. The applicant had to sell as quickly as possible, and Mr. Hartsell provided that the owner had lost around $11,000.00 from these sales. Council Member King requested additional information from staff on the mailed notice. Code Enforcement Officer Michael Hauserman reported that it was sent by certified mail in October. He does not currently have the recipient address. Town Attorney Stuparich recounted that town staff had been conducting an analysis on all temporary placement permits at that time. The notice of violation, which was sent in October, would provide the owner with 30 days to come into compliance and discuss with staff. After receiving no response, the revocation letter and notice of hearing went out. She explained that the Special Magistrate had imposed a deadline of March 1 for compliance. There was then another hearing in March. Council discussed the time period between the initial notice and the deadline for compliance. Code Enforcement Officer Hauserman provided that there were multiple continuances, from March to June and from June to August. The lien was finally assessed in September. Mayor Allers asked why the applicant did not move the containers after they were emptied. Mr. Walker stated that they were attempting to get rid of them. Mr. Hartsell added that they had also been going through the permitting process. Mayor Allers inquired if the applicant had attempted to find a second location, in case the application was denied. Mr. Walker provided that he had tried to find another area to store the containers but was unable to do so. Council Member Link asked if he had any evidence of these attempts. She requested additional information on the individuals or businesses he had contacted. Mr. Walker responded that he did not have physical evidence but stated that he did contact contractors and landscapers. Code Enforcement Officer Hauserman reminded members of the Town Council that this is not an appeal or rehearing. He recommended that they focus on the 65-day period between March 1, 2025, to May 5, 2025. Mr. Hartsell noted that his client is seeking any type of relief and emphasized that he is a small-business owner who is investing in the community. Town Attorney Stuparich referred Council to the criteria for lien reduction, which was also provided in the Town Manager's letter. Town Manager McKannay reviewed the elements and provided rationale for his decision. He noted that there were other code violations for this property, including one that has since come into compliance. Council Member King confirmed that there were two that are still outstanding. Mr. Hartsell added that they were not aware of any citations for those open cases. Mr. Walker provided that the issue around the mangroves has been investigated and that there had been a determination of no violation. Town Manager McKannay explained that they were still under investigation. Mayor Allers confirmed that there were no rulings by the Special Magistrate. He also inquired about any outstanding bills. Town Manager McKannay replied that there were some unpaid water bills for this

DRAFT

property and another property that the applicant also owned. Mr. Hartsell notified the Council that the payments had been made this morning. He said that there had been a credit card issue, as automatic charges should have been made for these accounts. Mayor Allers asked who had requested the continuances. Code Enforcement Officer Michael Hauserman noted that the requests for extensions were given following discussions on work towards compliance. Mr. Walker recounted his attempts to come into compliance.

There was a question about when the containers were placed on the property. The estimated date was around March to April 2023. Council Member King asked if there were any other ongoing legal actions against the property owner. The only item that is currently pending is an administrative appeal that was issued to a neighbor. There was nothing specific to this property. Vice Mayor Safford asked if other properties were also receiving fines. Town Attorney Stuparich noted that there may be some similar cases and clarified that some properties may have received liens even when they timely obtained compliance, as a lien could be imposed for the administrative fee of $250.00. Code Enforcement Officer Michael Hauserman said that this was the standard fine amount for this type of violation.

Mayor Allers noted his involvement in this case since the beginning and recalled the conversations he had with staff for this property. He recounted that the staff had told him that they met with the applicant on two separate occasions. They had told him that they had focused on an educational approach. Mr. Hartsell said that he and the applicant spoke with Community Development Director Frankie Kropacek once. He does not recall the specifics of the conversation. Mayor Allers expressed his concerns about the amount of time that the applicant had to come into compliance, especially since other properties with similar violations had been able to timely do so.

Mr. Walker highlighted the fact that he did not receive the letters in a timely fashion, due to a mailing error. He acknowledged the miscommunication, which provided an incorrect location. He had assumed that the approval was based on the updated location, which he had e-mailed to staff. Mayor Allers stated that he understood these circumstances but added that the town had worked with the applicant for around two years on this issue. Mr. Hartsell asserted that they did not receive any communication on non-compliance.

The sole exception was a message that stated that FEMA would not allow these containers, unless they were attached to a platform. Mayor Allers stressed that the town had provided a permit based on a specific location. There were further conversations on the e-mail chain and the site plans provided. Mayor Allers voiced his inability to support any reductions, based on the opportunities that had existed in the timeline. Council Member Link voiced her agreement. Mr. Hartsell emphasized the continuances. Town Manager McKannay and Council Member Link stressed that an application for a permit does not guarantee an issued permit. Mr. Hartsell mentioned the difficulty in coming into compliance, as a demolition permit would also be needed. Council Member McLean provided that relocation of the containers would not require demolition. He also echoed the Town Manager's and

Council Member Link's remarks. Mr. Hartsell referred to a Supreme Court precedent that a permit cannot be revoked if a permit is issued and the owner makes concrete steps towards furtherance. Town Attorney Stuparich clarified that there also needed to be a showing that the reliance was done in good faith. She stated that the facts are disputed in this case. She noted that she could not agree with the particular concept that was presented. She reported that she and Town Clerk Baker have been examining the permit records and are in the process of finding documentation that may provide more information on the disputed facts. She requested additional time to complete this work. The Council recessed until 1:15 p.m.

Town Attorney Stuparich recommended that questions be restated, allowing Mr. Hartsell and the representative for Hamilton to respond. The town staff will also have the opportunity to respond. Mayor Allers asked if they had a copy of the original permit that shows the layout that was approved. Mr. Hartsell responded that the layout was not included in the permit but said that they had a copy of the plan from the e-mail thread. Mayor Allers stated that these types of permits generally would contain such information. Senior Planner Smalley explained that there were two site plans. The approval allowed for the placement of the containers in front of Sea Grape Plaza. However, the property had to meet the provided requirements. The application for the permanent location referred to the layout with an assignment behind the building. The front area was only mentioned again in the most recent process, which was never completed. Town Manager McKannay clarified that there were no ETPs, only temporary use permits.

Council Member McLean asked if the applicant had believed that the new permit application meant that they would not need to come into compliance. Code Enforcement Manager, Michael Hauserman, provided that permit approval would be considered as progress. The applicants also could have removed the shipping containers. Mayor Allers remarked that they did not take steps towards what was outlined in the application for the permanent location. Mr. Walker responded that construction needed to take place before the containers could be moved. Senior Planner Smalley stated that he had provided a note explaining that the containers were not allowed, per the town's code, and outlined the next steps. He never received a response to this communication. Mr. Walker believed that he did not receive a clear explanation of the requirements. Mr. Smalley explained that the original contractor was notified. Mr. Walker asserted that he never received the message from the previous contractor. The Senior Planner reported that the job site copy, which contains a collection of documents that have been submitted and details the plans, was issued on February 28, 2023. The location specified that the shipping containers were to be placed in the rear of the building. Sometime between revocation and the initial permit, the containers were moved. There was a revocation letter sent in January 2025, and he pointed out that this violation was not based on the location. He cited Permit #231578. The scope of work listed two 40-foot storage trailers. Town Attorney Stuparich verified that these records came from the town's IWorQ

system. Mr. Smalley explained that this was a permit for temporary use. Mayor Allers asked if the description provided for trailers or containers, noting that there was a difference. Mr. Smalley confirmed that it was the former and reminded Council that there may be language deviations, as individuals with non-technical backgrounds may be putting information into the system. Town Attorney Stuparich provided that it is the burden of the owner to notify the town that the property has come into compliance. The town would then review the property and issue an affidavit of compliance or an affidavit of non-compliance. She clarified that the non-compliance period fell between March 1 and May 5, even though the final hearing was in September. Mayor Allers highlighted these 65 days and the lack of compliance within this period. Mr. Hartsell reiterated the applicant's efforts during that time. There were further conversations about the work done during and before this period. Mayor Allers expressed his disagreement with the applicant's statements that the town staff did not work with them, noting his inability to support reduction.

Vice Mayor Safford inquired about the notice of the daily fine. Code Enforcement Officer Hauserman responded that the applicant would have known about these fines at the January hearing and again at the March hearing. Mr. Hartsell acknowledged that there were mistakes that occurred on both sides and sought relief from an equity perspective. Vice Mayor Safford said that he understood the frustrations of shipping containers placed in that area of the island. Council Member King expressed his concerns about applying the justification of Hurricane Ian to a period of non-compliance in 2025. Council Member McLean commented that he did not see any real activity to come into compliance during the time in question. He provided that other property owners knew that these containers were not allowed and had acted accordingly.

Mayor Allers moved to deny the request to relieve any of the $16,500.00 fine to $0.00, as requested by the applicant, Himmelstein Associations, LLC., and counsel, seconded by Council Member King.

The motion carried unanimously by roll call vote.

XIV. FINAL PUBLIC COMMENT

None

XV. TOWN MANAGER'S ITEMS

Town Manager McKannay announced the upcoming Recovery and Resilience Plan Town Hall on June 18, 2026. He emphasized its importance for community members, property owners, and business owners. Town Attorney Stuparich asked for an update to the report deadline. Town Manager McKannay responded that he would reach out and get a new date. He reported that he, Deputy Town Manager Traci Kohler, and a few directors had attended the FCCMA (Florida City and County Managers Association) Conference. He stated that this was a tremendous opportunity for them to network and discuss with peers, learn about recent statutes and successes from other towns, and receive information briefings. He highlighted the update on property tax relief. The Florida League of Cities and FFCMA will both speak on behalf of the towns and ensure that their concerns are

presented at the state level. He predicted that there would be an impact if the legislation is passed in full, as proposed by the Governor. He expects around a $300,000.00 reduction in revenue. He stated that this would impact the services the town provides on a daily basis. If this process does move forward, the issue will be placed on the ballot in November. He encouraged all to pay attention to this ongoing process and to carefully review the legislation. He pointed to the possible impacts on Lee County. Council Member Link inquired how the town might make up for the lost revenue. Town Manager McKannay provided that these plans will be determined at a future time. He and Mayor Allers noted that the effective date, as the legislation is currently written, would be in 2027. There will also be a progressive increase. Town Manager McKannay reminded the Town Council that the language could be changed in the meantime.

Town Manager McKannay stated that the beach school planning process has moved forward. He is continuing work with the Town Attorney on the draft ILA that was sent to them. He reported that the Education Freedom Foundation has graciously offered to donate their services to the town. The estimated value is about $18,000.00. He is requesting consensus from the Council to accept this donation. Town Attorney Stuparich informed the body of the newly adopted donations policy, which would require them to act on any donations above $10,000.00. She noted that there were criteria for consideration and verified with the Town Manager that there was no adverse impact on the town of Fort Myers Beach. He added that this organization has assisted many other communities and that this support would be helpful for the island. All members of Council voiced their consent. Town Manager McKannay presented that he and Deputy Town Manager, Traci Kohler, will meet with the leaders of the Bokeh Grand Charter School.

He thanked Lee County's Sheriff's Office for their work on the previous holiday and throughout this week for the last day of school. He recognized their support and their ability to go above and beyond what is typically asked of them. He also expressed his appreciation to Lee County and their contractors for their progress on Crescent Park.

XVI. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich reminded members of the notice provided by the Florida Commission on Ethics, which was sent out today. The Form 1 deadline is July 1, 2026. Mayor Allers thanked the Town Attorney for the reminder.

XVII. COUNCILMEMBERS ITEMS AND REPORTS

Council Member McLean reported that he will be meeting with Town Attorney Stuparich and Town Clerk Baker regarding the Advisory Committees handbook. He hopes to bring this item forward to the Council soon.

Council Member Link announced that she will be seeking re-election and has filled out Form 1.

Vice Mayor Safford requested permission to virtually attend the Town Council meeting on June 15, 2026. There were no objections.

Council Member King thanked and recognized Representative Botana, highlighting his lobbying work on behalf of the town at the state level. He also

expressed his gratitude to TPI, Mari and Tom Torgerson, and Dawn and Brian Thomas for their coordination. He announced the continuing vacancy on the Lee County Metropolitan Planning Organization's Citizen Advisory Committee. He provided a brief description of the role. He invited those interested to send an application to Town Clerk Baker.

Mayor Allers inquired about upcoming recycling events. Town Manager McKannay believes that one event has been scheduled during August. Council Member Link asked if medications could be disposed of then. The Town Manager noted that he would follow up. He mentioned that pharmacies typically provide ways to safely discard these types of waste. Mayor Allers requested that staff report on the allocated funding from the parking fee increase. He noted its potential use to offset costs related to the charter school. Council Member King recalled that around $100,000.00 was held in that fund. He provided that there were discussions at that time about reallocation to the school. Council Member Link offered that such funds could also be used to assist with the application itself.

Council Member King announced that, following the Management & Planning Session, he will be participating in some work with the Florida League of Cities Board of Directors.

XVIII. ADJOURNMENT

Council Member King moved to adjourn. The meeting was adjourned at 2:03 p.m.

DRAFT

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
SAFFORD, SCOTT MARKER	TOWN COUNCIL FORT Myers Beach
MAILING ADDRESS: 189 Sabal Dr.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Fort Myers Beach COUNTY: Lee	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED: 6/1/26	MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Scott M. Safford, hereby disclose that on June 1, 20 26:

(a) A measure came or will come before my agency which (check one or more)

X inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I manage the rental units at 1165 Estero. Parking may affect my business.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

6/1/26
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-607**

1. **Request:**

Meeting Date: August 3, 2026

Town Council - June 15, 2026

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

APPROVAL OF MINUTES

3. **Requirement/Purpose:**

4. **Submitter of Information:**

---

5. **Background:**

Attachments:

1. Town Council Minutes (Draft) - June 15, 2026

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 6/23/2026
Amy Baker, Town Clerk	Final Approval - 7/10/2026

Fort Myers Beach Town Council

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

Minutes **Monday, June 15, 2026** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

Members Present: Mayor Dan Allers, Vice Mayor Scott Safford (virtually), Council Members John King, Rebecca Link, and John McLean.
Council Member King moved to approve Vice Mayor Safford's remote appearance, seconded by Council Member McLean.
The motion carried unanimously.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Council Member King moved to approve the final agenda, seconded by Council Member Link.
The motion carried unanimously.

V. PUBLIC COMMENT

Carol Steier commented on the Recovery and Resilience Plan Community Open House. She stated that most full-time residents are not in the area during this time. She is concerned about the skewed feedback that weighs in favor of overdevelopment and the London Bay project. She also spoke against the results of the online survey. She noted that participants did not need to provide resident verification. Additionally, there are no technical safeguards preventing individuals from taking the survey more than once. She voiced her concerns about the seventh item, commenting that there should be an option for adhering to the Land Development Code and comprehensive plan. Ms. Steier referred to the results of the past recall election, providing that these numbers provide the town with the information on how the community feels about London Bay and overdevelopment. Jennifer Rusk emphasized the town's responsibilities in caring for their environment, waterways and wildlife. She noted the duties related to community and visitor health. She said that construction dumpsters can become a nuisance when left uncovered on a property for an extended time. She asserted that this is

an environmental and health issue, even if the container is not overflowing. Wind and water can cause debris to leave the dumpster and spread onto neighboring properties. If not picked up, they will ultimately enter the town's storm drains, the Gulf, and the Back Bay. These containers can also attract animals that further spread the garbage. She stated that accumulated debris creates breeding grounds for flies and mosquitoes. These insects are vectors for disease. She provided that uncovered dumpsters allow for storm water runoff, which leeches chemicals, toxins, and pollutants into the storm water drains and waterways. She argued that this would violate the United States Environmental Protection Agency regulations. She mentioned the potential consequences, which may include daily, hefty fines.
She had provided photographs of an unsecured container. Ms. Rusk requested that the Council have a serious discussion and come up with a plan of action. She recommended adding a construction permit requirement for covered dumpsters.
She explained that applicants can check a box to indicate that a container will be on site. She noted the town's interest in water quality and the recent fish kill incidents. She concluded her remarks by urging the body to read the EPA and SWPP compliance guidelines.
Barry Frank, a resident of Fort Myers Beach, thanked the Council for the opportunity to voice his opinions. He wished to address the body on behalf of the owners, vendors, and businesses of the Times Square Area. He asked that all requests be considered in a fair manner, with consistent adherence to the town's ordinances and codes. He believed that proposals for events that occur twice a week, with extended hours, are excessive. He remarked that a weekly event would be more fair and reasonable. He expressed his concerns about existing businesses being blocked off. He asserted that the town does not permit the preparation and sale of food in the Times Square area. He is worried that the town has not consistently enforced Ordinance Sec. 34.678, which provides that food preparation apparatus like grills and stoves are not permitted in Times Square, unless a special exception is granted. He noted potential risks and safety hazards, given that construction will be starting next month in that area. He pointed to the upcoming parking lot closures, which will further limit activity. Mr. Frank voiced his concerns about the lack of bathrooms in the area. The original port-o-potties were removed and never returned. He noted that many attendees use the restroom facilities that belong to the existing local businesses. Mr. Frank clarified that they are not advocating for the complete removal of these events. Instead, they are asking that defined regulations be set to protect the vendors in Times Square.
Michele Cherney noted that she will be giving an update on behalf of Friends of Bay Oaks. She also provided that she was a resident and a member of What's Up FMB. Ms. Cherney reported that there are two big events planning to move to Bay Oaks: Glow by the Gulf, which is scheduled for February 2027, and the Shrimp Festival. She stated that the Lions Club Executive Board is currently conducting its meeting and considering the relocation. She said that this was a longstanding community event and asked for everyone's support. The Friends of Bay Oaks and What's Up FMB are currently working closely with the organization on the logistics. The Lions Club had to pay the Lee County Sheriff's Office almost $30,000 to block off the roads for last year's event. The association had submitted a permit to place

a 10x10 tent in Times Square. She commented that they would need assistance with rerouting attendees and asked for the town's approval. She also voiced the Lions Club's concerns about competing events, such as the farmers market. She noted there was a lot of confusion for attendees. She presented their request that the town decline any other events on the day of the Shrimp Festival. She also asked that the town provide power at Bay Oaks for the events in the area. Ms. Cherney mentioned that the town will be considering approval for the grass and irrigation. She gave positive remarks on candidates Bev Mulligan and Tina Yelle.

VI. PRESENTATIONS

A. Strategic Planning Update to Town Council

Angela Crist, Director of Florida Institute of Government at USF, and Tina Fischer, from SPC Collaborative Labs, presented the update. Ms. Crist announced that the town is ready to move to the next stage. She provided a general overview of the process and a brief summary of the previous two phases. A copy of the community report was distributed last week. A full data report will be provided within the next two weeks. This document will include every single real-time record that was completed. Ms. Fischer described the implementation phase. There will be a focus on prioritized goals. She stated that the first step would be to identify the best structures and systems to organize and support the work. Data should be accurately tracked. The town will consider the frequency of the meetings and reports. They will also address information repositories, platforms, and the dashboard. She emphasized the focus on transparency, noting that everyone will be able to view the metrics for the goals. The second step revolves around a review of the action plan. They will refine the action items and verify the success metrics for the objectives. She identified the four aspects of implementation planning: action tasks (research and planning); budget and resource alignment (funding strategies); implementation plan (monitoring and accountability); and progress updates (communication and evaluation). She presented timeframes for the goals that were selected at the previous Management & Planning Session. She reminded the Council that the other goals will continue to move forward. She explained the ideal dashboard elements. Members of Council reflected on their discoveries during the process and identified the biggest benefits of the strategic plan. Ms. Fischer reported that she will provide the four illustrations in full color in July. Ms. Crist emphasized the need to commit to decisions while maintaining flexibility in the approach.

VII. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Karen Woodson, the Vice President of What's Up FMB, along with Dawn Miller, President of What's Up FMB, stated that a Commemorative Fort Myers Beach Challenge Coin will be presented as part of Freedom of the Bay, a veterans appreciation ceremony held in collaboration with the town. She announced that, due to his veteran service and leadership in the community, Town Manager Will McKannay would be the first recipient. She thanked him for his service to this

country, his dedication to Fort Myers Beach, and his partnership in helping to bring meaningful community events and programs to the island. She expressed appreciation for his leadership, his accessibility, and his commitment to make the town a great place to live, work, and visit. She said that it was an honor for her to award him with the Fort Myers Beach Challenge Coin. Ms. Miller further presented Town Manager McKannay with a Buckeye Challenge Coin.

Council Member Link recognized the Bay to Beach Condominium Association and Kahlua Beach Club for their ribbon-cutting ceremonies. She also announced that there will be a celebration for Big Carlos Pass at the end of this month.

Council Member King echoed Council Member Link's remarks. He congratulated the Hodak family for their groundbreaking by Access 26. He commented that it was nice to see so many attendees and supporting businesses.

Vice Mayor Safford also commended the associations on their ribbon-cutting ceremonies. He noted how many of these events have occurred recently, stating that this was great news for the community.

Mayor Allers wished Jeff Hauge a happy birthday and Town Manager McKannay an early happy birthday. He also said happy anniversary to his wife. He congratulated Abigail Eberhart, the winner of Florida's Mrs. Florida America.

VIII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

MERTF Member Rusk reported that there were 57 nests and 120 false crawls. She noted that there had been an abandoned egg chamber this morning. Lee County Tourism has also received 400 children's books for festivities. She announced that the Garden Club will be at Bay Oaks tomorrow morning. She is excited that the Shrimp Festival and other similar local events will be heading to the recreational campus. MERTF Member Rusk read a report that was prepared by MERTF Chair Nusbaum. The body passed three motions providing recommendations to the Town Council. The committee had been charged with recommending guardrails for discussion or potential development for water ferries and taxis. She explained that water ferries are defined as a regular passenger route, while water taxis move passengers from and to specific destinations. These guardrails would apply to both. She listed the following recommended items: 1) speed (permitted operators should follow all posted speed zones, with monitoring strict enforcement of the speed zones in the Back Bay); 2) parking (adequate parking for those using any service is critical); 3) schedule (with a proposed timeframe from January to March for a start-up, and northern taxi/ferry services may wish to transfer assets for the season); and 4) licenses and permits (all operators must have necessary licenses to operate a taxi/ferry service from the federal, state, county, and municipal government bodies. MERTF Member Rusk then presented the committee's recommendation for the Town Council to explore more environmentally-friendly pyrotechnic displays, such as drones or fireworks using less harsh chemicals and resulting residue, for any future shows. She noted that the goal is to protect the animals and the waters of the Back Bay. The committee further requested that the Council ask staff to be more vigilant in identifying and enforcing regulations, specifically those related to keeping sites free from debris. This would include any open-air dumpsters that attract insects and rats and allow garbage to be spread by the wind. Council Member King asked

for additional information on the term "false crawl." MERTF Member Rusk responded that, in this case, the turtle does actually crawl to the location but does not lay eggs. This can be caused by a number of factors. Council Member King commented that a "non-nesting crawl" would provide a more clear and accurate description of the event.

BORCAB Chair Cherney noted the amount of feedback that board members receive from the community. She announced that numerous events are coming to the island, including but not limited to Glow by the Gulf, the Shrimp Festival, and pickleball tournaments. She reported that the board had put together a strategic plan. She emphasized the significance of the grass and irrigation projects for the recreational campus. She stressed the need for power. She would like to see additional resources invested into the park, citing the recent success with landscaping for the baseball field. The Lions Club had told her that they have many volunteers who wish to help. Chair Cherney noted that the community would also jump in on any projects, as needed. She requested that Council inform her and the board about the amount of funding that the town can provide. She provided that they could raise the money that could not be allocated. She asked Town Attorney Stuparich about the legality of the FOB system. The Town Attorney responded that she will follow up with additional information. Chair Cherney wished to use this system as a tool to increase membership. A volunteer from Friends of Bay Oaks is willing to provide four additional pickleball courts. The main issue is location. She noted that this was a huge donation. She reported that each of the BORCAB members met with staff to view the pool. She recognized John Dustler for his expertise and experience. He had proposed the usage of PVC membrane, which would amount to huge long-term savings. There were also additional recommendations for pool lighting and lockers, as well as entry and slide door optimizations. She stated that BORCAB would like to be actively involved in the design process and community feedback. She informed the Council that Friends of Bay Oaks would assist with funding. She listed additional opportunities, such as additional wellness programs, collaborations with large resorts, and blood drives. Vice Mayor Safford asked about potential sponsors for the pickleball courts. BORCAB Chair Cherney responded that she has a few in mind but cannot currently disclose them. Council Member McLean thanked her for reporting potential solutions, community feedback, and the overall vision. Council Member Link also expressed her appreciation. Council Member King asked how individuals could join the Friends of Bay Oaks. BORCAB Chair Cherney noted that she would be able to provide more information soon. She announced that the charms would be on sale in two weeks. There is a partnership with FMB, and a website is being developed. She provided a brief historical background on the association and emphasized the amount of progress that has occurred. Council Member King thanked BORCAB Chair Cherney and stated that he is looking forward to joining. Mayor Allers expressed his gratitude. He noted the passion of the board members and the amount of funding that is now available. He recommended that BORCAB provide a presentation to the Horizon Council. He commented that this would be a great opportunity for the board to raise additional awareness with the greater Lee County community. BORCAB Chair Cherney

thanked the Mayor for his suggestion and will follow up with additional updates. Town Attorney Stuparich reminded the Council that naming rights are covered within the town's newly adopted donations policy. Mayor Allers asked if BORCAB Chair Cherney could identify any items that could be achieved easily in the short-term, so that the Town Council could provide further direction to the staff. She responded that the FOB system should be prioritized. Her second recommendation would be improvement of campus appearance. Her last proposal centered around naming rights. Town Attorney Stuparich referred Council and Chair Cherney to Resolution 26-102.

A. Appointment of Members to the FY26 Anchorage Advisory Committee (AAC)

Appointment of Members to the FY26 Anchorage Advisory Committee

Mayor Allers announced that there were two applicants for the positions on the FY26 Anchorage Advisory Committee.

Bill Green provided that he was a resident of the Holiday Heights neighborhood. He stated that he was a Navy veteran. For the last fifteen years, he has served as Chief Development Officer for a maritime services company that supports the Navy, NOAA, and EPA. The business has about 80 boat captains, who all have substantial experience with the marine environment. The company provides NOAA permitting services for the Florida Keys. They do not work with the fishery service. He noted, however, that it would still follow the same NEPA guidance. He hopes that he can make a difference.

Dan O'Leary was not present and did not provide his remarks.

Council Member McLean voted for Bill Green and Dan O'Leary. Council Member Link voted for Bill Green and Dan O'Leary. Council Member King voted for Bill Green and Dan O'Leary. Vice Mayor Safford voted for Bill Green and Dan O'Leary. Mayor Allers voted for Bill Green and Dan O'Leary. All votes were verified by all members of Council.

Council Member McLean moved to appoint Bill Green and Dan O'Leary to the FY26 Anchorage Advisory Committee, seconded by Council Member King.

The motion carried unanimously.

Council Member King thanked Bill Green for his willingness to be a part of the committee.

B. Appointment of Members to the FY26 Bay Oaks Recreational Campus Advisory Board (BORCAB)

Appointment of Members to the FY26 Bay Oaks Recreational Campus Advisory Board

Mayor Allers announced that there were three applicants for the two open positions on the FY26 Bay Oaks Recreational Campus Advisory Board.

Marcia Scasny stated that she is seeking appointment for this position

because of the lack of representation for younger families. She believed more implementation needs to be done at Bay Oaks to draw in households with children.

Beverly Mulligan provided that she is passionate about Bay Oaks. She noted her support and expertise through her volunteer work and involvement in non-profit organizations.

Tina Yelle was not present and did not provide her remarks.

Vice Mayor Safford voted for Beverly Mulligan and Tina Yelle. Mayor Allers voted for Marcia Scasny and Tina Yelle. Council Member King voted for Beverly Mulligan and Tina Yelle. Council Member Link voted for Marcia Scasny and Tina Yelle. Council Member McLean voted for Beverly Mulligan and Tina Yelle. All votes were verified by all members of Council. Town Clerk Baker announced that the two candidates who received the most votes were Tina Yelle and Beverly Mulligan.

Council Member King moved to appoint Tina Yelle and Beverly Mulligan to the FY26 Bay Oaks Recreational Campus Advisory Board, seconded by Council Member McLean.

The motion carried unanimously.

IX. APPROVAL OF MINUTES

A. Management & Planning - May 7, 2026

Council Member King moved to approve the minutes of the Management & Planning Session on May 7, 2026, along with the minutes of the Town Council meeting on May 18, 2026, seconded by Council Member McLean. The motion carried unanimously.

B. Town Council - May 18, 2026

Council Member King moved to approve the minutes of the Town Council meeting on May 18, 2026, along with the minutes of the Management & Planning Session on May 7, 2026, seconded by Council Member McLean. The motion carried unanimously.

X. CONSENT AGENDA

Council Member Link moved to approve the consent agenda, seconded by Council Member McLean.

The motion carried unanimously.

A. Resolutions 26-128 through 26-131; 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.

Council Member Link moved to approve the resolution, seconded by Council Member McLean.
The motion carried unanimously.

B. Resolutions 26-132 through 26-135; 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.

Council Member Link moved to approve the resolution, seconded by Council Member McLean.
The motion carried unanimously.

C. Resolutions 26-136 through 26-139; 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.

Council Member Link moved to approve the resolution, seconded by Council Member McLean.
The motion carried unanimously.

XI. ITEMS REMOVED FROM CONSENT AGENDA

XII. PUBLIC HEARINGS

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

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

Mayor Allers read the title of the ordinance. Senior Planner, Jason Smalley, provided a summary of the request, as outlined in the blue sheet. After receiving feedback from the previous meeting, staff added language to disallow any entrances into the home. The scrivener's errors were also corrected.

Council Member Link expressed her concerns about the fact that the language may potentially limit the creation of entryways when such ways of access could serve as a safer and easier alternative. Senior Planner Smalley responded that the current allowance would be for 3.5 feet. He does not believe that this language would inhibit the quality of life or the use of the rest of the structure. Council Member Link provided her home as an example.

She stated that access through the door would be safer. Senior Planner Smalley replied that most of these repairs are done on an emergency basis. He emphasized the importance of outside access. He believes that a platform would be sufficient in this case. Council Member McLean expressed his appreciation for the added language. He inquired about the effect on properties with 7.5 feet setbacks. Senior Planner Smalley answered that this ordinance is not meant to provide a solution for all situations. This language will provide the flexibility needed to handle houses that may need 2-3 feet to accomplish what is requested. Owners have the option to ask for variances.

He said that properties with 5-feet setbacks will also require special consideration.

No public comment.

Council Member McLean moved to approve Ordinance 26-09; FP&L Meter Installation Above FEMA Required Flood Elevation, seconded by Council Member King.

The motion carried unanimously by roll call vote.

XIII. ADMINISTRATIVE AGENDA

A. Special Event: Santini Farmers Market

Approval of a Special Event for the Santini Farmers Market to be held every Sunday, Tuesday, and Thursday from October 2026 through May 2027 at Santini Marina Plaza, located at 7205 Estero Boulevard, from 9:00 AM to 1:00 PM, as requested by Linda Miller of Shop Local Productions, including approximately 42 vendor spaces featuring produce, baked goods, food trucks, arts, crafts, boutique goods, and other local retail vendors, subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.

Mayor Allers read the item into the record. Digital Marketing and Special Events Coordinator Nora Skipper noted that the applicant is present to address any questions. She provided that staff has compiled all requested events into one application. Mayor Allers asked if staff has received any feedback about interference from property owners or renters in Santini Plaza. Ms. Skipper responded that she personally has not received any criticisms or concerns. She reported that there had been letters of approval from the owners of the plaza. Town Manager McKannay added that his team has received some comments. Staff contacted the Millers when conflicts arose, and he stated that, to the best of his knowledge, each of these incidents has been addressed. He informed the Council that each special event must go through the Fort Myers Beach Fire Control District as part of the permit approval process. Mayor Allers asked if there were any reoccurring conflicts. Town Manager McKannay noted that, after these incidents were reported, the issue was either resolved or found to have not existed. Community Development Director Frankie Kropacek noted that he had not seen any concerns related to Santini Plaza. The applicant provided a brief introduction and summarized the background of the events. She commented that the advertising has increased tourism, adding real estate value and bringing benefits to local businesses.

Vice Mayor Safford thanked Ms. Miller for her work. Council Member McLean also expressed his gratitude for the applicant's contributions. He noted that he had only heard positive feedback about the events. Council Member Link asked if there was prioritization for previously-existing businesses. Ms. Miller recounted the success of one of the businesses in Santini. Council Member King provided positive remarks about his experience at these events.

Council Member King moved to approve Special Event "Santini Farmers Market," seconded by Council Member Link.

The motion carried unanimously by roll call vote.

B. Special Event: Fort Myers Beach Market

Approval of a Special Event for the Fort Myers Beach Market to be held every Friday and Saturday from October 2026 through May 2027 at Times Square, located at 1000 Estero Boulevard, from 9:00 AM to 2:00 PM, as requested by Linda Miller of Shop Local Productions, including approximately 42 vendor spaces featuring artisan crafts, boutique merchandise, handmade goods, specialty retail items, local art, and other locally sourced products, along with event setup, operations, and breakdown, subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.

Mayor Allers read the item into the record. Digital Marketing and Special Events Coordinator Nora Skipper reported that the Town Council had previously approved, on June 1, 2026, a Special Event with dates that overlapped with the current request: December 19, 2026; January 23, 2027; and April 17, 2027. She added that the Fort Myers Beach Lions Club did submit an application for the Shrimp Festival. She noted the potential conflict for March 13, 2027. That request, which is currently pending, is from 9:00

a.m. to 5:00 p.m. in the Times Square area. Ms. Skipper stated that she had not received any concerns from the Fort Myers Beach Fire Control District or Lee County Sheriff's Office.

Vice Mayor Safford asked for clarification on the location of the Shrimp Festival. Ms. Skipper responded that the Fort Myers Beach Lions Club is requesting a single booth and to keep Times Square open as they prepare for the event. This application was submitted around 45 days ago. She provided that the applicant had submitted her request earlier. There was a follow-up request for further information on the intent behind the club's application. Ms. Skipper answered that there was a specific request for parking spaces and a professionally staffed 10x10 booth for festival information, guest assistance, and distribution of maps, schedules, and information. The organization is also looking to sell merchandise and other promotional items for fundraising purposes. She stated that she had discussed this item with Tina Yelle of the Fort Myers Beach Lions Club, who reported issues with the previous market. Council Member McLean asked for more information about the other three conflicts. Ms. Skipper provided that the Holly Jolly Fest was approved for December 19, 2026, the Festival of the Arts for January 23, 2027, and the Mermaid Fest for April 17, 2027. She verified that these approved events are also in the Times Square area.

Council Member McLean recounted previous reports from BORCAB Chair Cherney about the request for a booth to redirect attendees to Bay Oaks, the actual location for the Shrimp Festival. Council Member King asked if two events on March 13, 2027, could coexist without conflict. Ms. Skipper believes that this may be possible but would like to defer to the applicants.

Mayor Allers asked Linda Miller if she would be able to make accommodations for the conflicting dates. The applicant asked if the Lions Club could be a vendor at her event. Mayor Allers explained that a change from the event on March 13, 2027, would allow the organization to inform attendees of the location change and would prevent interference to local businesses in the Times Square area. Ms. Miller noted that there was a misconception. She asserted that businesses received space in the amount of 60 feet. She stated that she cannot sacrifice four dates during prime season. She offered to make accommodations for the Shrimp Festival, if the Town Council reconsidered the events previously approved on June 1, 2026. She emphasized the advertising efforts and benefits for the island.

Mayor Allers highlighted the concerns from local businesses about interference. Council Member McLean voiced his current support for approving the request with the excluded dates and expressed his hopes that the applicant will work with the Lions Club. Council Member King noted that there are currently two issues — the conflict with the Lions Club Shrimp Festival and interference with local businesses in the Times Square area.

Community Development Director Frankie Kropacek explained that he has tried to be present to monitor and observe the events every morning. He mentioned that the applicant has accommodated and moved their breakfast vendors, to not compete with the existing businesses. He reported that the

applicant has a good relationship with the vendors. He stated that this issue has gotten more contentious due to the development on the beach side of Times Square. The applicants had given up three spaces. He reiterated that he will be present on the day of the event to help facilitate. There was a follow-up question on Ordinance Sec. 34-678 and safety hazards due to construction. Community Development Director Frankie Kropacek stated that there are no open stoves or ovens. Food for this event has already been prepared in advance. The applicant is taking appropriate steps to lease or take care of that part of the right-of-way. Accommodations will be made by the staff. He provided that this would most likely mean that some areas of the market will be located in a more central location in Times Square. Mayor Allers asked if events are required to have bathrooms. Community Development Director Frankie Kropacek responded that restrooms are not needed for short-term events. The applicant asserted that attendees are instructed to use the facilities available at Lynn Hall Memorial Park. They are told that they may only use bathrooms of local businesses if they make a purchase. Council Member McLean asked about produce, baked goods, and food trucks. Ms. Miller confirmed that there will not be any food trucks. Baked goods are included in homemade merchandise goods. He then asked if the applicant would be willing to remove competition with the food merchants in the area. He cited cheesesteak sandwiches as an example. Ms. Miller stated that most of the existing businesses do not open until later. The applicant expressed her reluctance but agreed to remove hot food options from the market. She said that she runs a similar event in Cape Coral. She asserted that the lack of hot food does hurt the market but that it could still be done.

Council Member Link inquired about safety and construction in the Times Square Area. Community Development Director Frankie Kropcek responded that there was plenty of space for relocation to a safer area, if needed. The construction company is required to install a fence around the site.

Mayor Allers moved to approve the Special Event "Fort Myers Beach Market," in Times Square every Friday and Saturday from October 2026 to May 2027, located at 1000 Estero Boulevard from 9:00 a.m. to 2:00 p.m., as requested by Linda Miller of Shop Local Productions, with the exception of the dates of December 19, 2026; January 23, 2027; April 17, 2027; and March 13, 2027, if an agreement cannot be worked out between Ms. Miller and the Lions Club for the Shrimp Festival, seconded by Council Member Link. The motion was modified to add "with the inclusion of no hot food to be served." The seconder agreed to the change.

The motion carried unanimously by roll call vote.

C. Resolution 26-140, Joint Resolution for CDBG, HOME, and ESG Programs for FY2026, 2027, and 2028

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA RATIFYING THE MAYOR'S SIGNATURE AND APPROVAL OF THE JOINT RESOLUTION WITH THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF FORT MYERS BEACH PERTAINING TO AN URBAN COUNTY COOPERATION

AGREEMENT FOR FEDERAL FISCAL YEARS 2026 TO 2028; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY ADDITIONAL DOCUMENTS NEEDED TO IMPLEMENT AND ADMINISTER THE TOWN'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT HOME INVESTMENT PARTNERSHIP AND EMERGENCY SOLUTIONS GRANT PROGRAMS FOR FEDERAL FISCAL YEARS 2026, 2027, AND 2028; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Manager McKannay provided a summary of the request as outlined in the blue sheet. Council Member Link asked if the e-mail address had since been corrected. Town Manager McKannay responded affirmatively.

Council Member McLean moved to approve Resolution 26-140; Joint Resolution for CDBG, HOME, and ESG Programs for FY2026, 2027, and 2028, seconded by Council Member Link.

The motion carried unanimously by roll call vote.

D. 26-123, FDEM HMGP Sub-Recipient Agreement H1360 – Multiple Properties Elevation (Project 4673-312-R)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT AGREEMENT H1360 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR HMGP PROJECT NUMBER 4673-312-R FOR TOWN OF FORT MYERS BEACH MULTIPLE PROPERTIES ELEVATION IN THE AMOUNT OF $5,688,229.25; AUTHORIZING THE TOWN MANAGER TO ADMINISTER THE AGREEMENT AND PROGRAM INCLUDING EXECUTING ALL RELATED DOCUMENTS, ATTACHMENTS, AND CERTIFICATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Manager McKannay provided a summary of the request as outlined in the blue sheet. Council Member King asked for additional information on the town's involvement and the local match. Community Development Director Frankie Kropacek stated that the local match is 20%, which goes to the homeowner. Tidal Basin had informed the town that there were 25 participants, with 24 going forward with the elevation. One property is not moving forward due to extenuating circumstances. He noted that this resolution will allow the funds to be transferred from the state to Fort Myers Beach. He explained that, during the procurement process, the staff will list all 24 properties and have bidders make their specific proposals. These will then be presented to the homeowners. Council Member Link thanked the town staff for their oversight of the process. She inquired about when owners could see copies of the construction designs. Community Development Director Frankie Kropacek answered that the staff is working on final documents for Tidal Basin. Every homeowner will receive a personalized packet, which will contain a checklist of tasks and requirements. These documents should be available in July.

Council Member McLean asked about contractor pre-qualifications. Mr.

Kropacek responded that all contractors must be licensed in the state of Florida. This will allow for compliance with federal standards. He noted that all work must be completed according to these requirements, even if homeowners did not go through this process with the town. Council Member McLean inquired about administrative costs. Community Development Director Frankie Kropacek informed the Council that Tidal Basin has a fee and that this amount will be provided for in the document. Vice Mayor Safford asked if the town's work would also be covered. Town Manager McKannay stated that this may not be allowed and emphasized Tidal Basin's work and assistance in the process. He said that, if any additional staffing is identified, that he would return to the Council for consideration. Mayor Allers asked who would be selecting the contractors. Mr. Kropacek noted the small pool of bidders who could complete the work. The lowest bidder will be chosen.
There was a follow-up question on payments and reimbursement. The Community Development Director stated that work is currently being done to determine the best method. A finalized plan will be provided in about a week. Staff has been working with Robert Lucht, who is the representative for Tidal Basin. Mr. Kropacek noted the high amount of involvement from the firm.
Council Member King moved to approve Resolution 26-123, FDEM HMGP Sub-Recipient Agreement H1360 – Multiple Properties Elevation (Project 4673-312-R), seconded by Council Member Link.
The motion carried unanimously by roll call vote.

E. Resolution 26-105, ITB 26-13-PW Roadway, Curb, and Right-of-Way Repair & Reconstruction Services

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO AWARD ITB-26-13-PW TO PERSONS SERVICE CORP AS THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND PERSONS SERVICE CORP SUBJECT TO LEGAL REVIEW AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Manager McKannay provided a summary of the request as outlined in the blue sheet. Council Member King asked about the financial impact. The Town Manager responded that this project will be partially funded by FDOT, FEMA, and road maintenance funds. A majority of the costs would be reimbursable.
Council Member Link moved to approve Resolution 26-105, ITB 26-13-PW Roadway, Curb, and Right-of-Way Repair & Reconstruction Services, seconded by Council Member McLean.
The motion carried unanimously by roll call vote.

F. Resolution 26-127, ITB 26-14-PW Irrigation and Landscaping Installation, Repair, and Maintenance

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO AWARD ITB-26-14-PW TO TIDEWATER LANDSCAPE OF FLORIDA, LLC AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDEWATER LANDSCAPE OF FLORIDA, LLC SUBJECT TO LEGAL REVIEW AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Manager McKannay provided a summary of the request as outlined in the blue sheet. Council Member McLean inquired if this item included the work that was previously mentioned by BORCAB Chair Michele Cherney. Town Manager McKannay verified that the Bay Oaks Recreational Campus would be included.

Council Member King moved to approve Resolution 26-127, ITB 26-14-PW Irrigation and Landscaping Installation, Repair, and Maintenance, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

G. Resolution 26-103, RFP-26-11-ES Disaster Debris Removal and Disposal Services Recommendation

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AND AUTHORIZING CONTRACTS WITH 1) CROWDERGULF JOINT VENTURE, INC., AND 2) T.F.R ENTERPRISES, INC., AS PRIMARY AND SECONDARY CONTRACTORS FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AS RANKED, RECOMMENDED AND SELECTED BY THE TOWN COUNCIL AT THEIR MEETING ON MAY 18, 2026; AUTHORIZING THE TOWN MANAGER TO SIGN THE CONTRACTS WITH THESE TWO FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Manager McKanny provided a summary of the request as outlined in the blue sheet.

Council Member McLean moved to approve Resolution 26-103, RFP-26-11-ES Disaster Debris Removal and Disposal Services Recommendation, seconded by Council Member King.

The motion carried unanimously by roll call vote.

H. Resolution 25-104, Piggyback of Electrical Services with Brittania Electric II, LLC and Gulf Shore Electric, L.L.C.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AGREEMENTS FOR ELECTRICAL SERVICES WITH BRITTANIA ELECTRIC II, LLC AND GULF SHORE ELECTRIC, LLC BASED ON PRICING COMPETITIVELY PROCURED BY LEE COUNTY; AUTHORIZING THE MAYOR OR TOWN MANAGER TO SIGN THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Manager McKannay provided a summary of the request as outlined in the blue sheet. Council

Member King asked about the financial impact. Community Services Director Jeff Hauge indicated that the funds have been approved by the Finance Department and that some amount will be derived from road impact fees. He noted the importance of the lighting installation. Council Member Link thanked the staff for choosing this path. Vice Mayor Safford asked if there is a sunset date. Town Attorney Stuparich stated that this would be in effect as long as the contract with Lee County is in effect. She believed there may be a renewal option that would also be available to the town. There was a follow-up question on flexibility, should a better option be available in the future. The Town Attorney stated that there may be a provision in the termination agreement. Community Services Director Jeff Hauge stated that this work would only pertain to the lighting in the downtown area.

Council Member Link moved to approve Resolution 25-104, Piggyback of Electrical Services with Brittania Electric II, LLC and Gulf Shore Electric, L.L.C., seconded by Mayor Allers.

The motion carried unanimously by roll call vote.

Town Clerk Baker noted that the resolution number should be 26-104 and not 25-104.

I. Resolution 26-126, Third amendment to Meter Replacement Project

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A THIRD AMENDMENT WITH NATIONAL METERING SERVICE ("NMS") TO AUTHORIZE A METER MODEL CHANGE FROM A RADIO FREQUENCY (RF) MODEL TO A CELLULAR (CELL) MODEL FOR THE REMAINING 1 ½, 2, 3, 4, 6 INCH METER SIZES AND METER ANTENNAS INCREASING THE AMENDED PRICE BY $525,909.00 FOR A NEW TOTAL OF $2,446,761.00 TO UTILIZE CELLULAR TECHNOLOGY FOR THE ENTIRE ISLAND'S DISTRIBUTION SYSTEM FURTHER PROVIDING A RELIABLE, SAFE, AND EFFICIENT METER AND DISTRIBUTION MONITORING SYSTEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE THIRD AMENDMENT TO THE AGREEMENT WITH NMS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Manager McKanny provided a summary of the request as outlined in the blue sheet.

Council Member McLean moved to approve Resolution 26-126, Third amendment to Meter Replacement Project, seconded by Council Member King.

The motion carried unanimously by roll call vote.

XIV. FINAL PUBLIC COMMENT

None

XV. TOWN MANAGER'S ITEMS

Town Manager McKannay stated that he will need further authorization to amend the existing contract for the sand berm project. Additional sand is required to complete the work. He is asking for consent from the Council at this meeting, noting that this will be presented again to the body in August for ratification. The cost is about $102,000.00. This amount will be reimbursable through FEMA.

Council Member Link confirmed the amount and asked about the process for determining estimates. Community Development Director, Frankie Kropacek, said that Michael Puff provides the numbers. He explained the calculation. Vice Mayor Safford asked how quickly this work could be completed, following authorization. Community Development Director Frankie Kropacek responded that it can be done immediately after approval.

Mayor Allers moved to approve authorization for the Town Manager and the sand berm project, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

Town Manager McKannay further reported on the proposed meeting dates. He first requested a change from August 17, 2026, to August 24, 2026. There was informal agreement from the Council. The current proposals for the first and second readings for the Outrigger project are August 5, 2026, and August 26, 2026. Council Member Link asked if there would still be a meeting on August 3, 2026. Town Manager McKannay responded affirmatively. Council Member King verified that these proposed meetings would begin at 9:00 a.m. Mayor Allers asked if there was enough time between the first reading and second reading for the staff to make changes. He noted the close timing between meetings. Town Manager McKannay noted that there were currently no updates to the Outrigger project. Town Attorney Stuparich stated that she may have a conflict on August 26, 2026 but will work to resolve it. Mayor Allers asked if there was a way to require the applicant to make changes in advance of the meetings. Town Attorney Stuparich stated that the applicant should be motivated to send in any updates as soon as possible, in the interest of fairness and professionalism. She noted that because this is a public meeting, there is still the opportunity for changes to be made during the session. Mayor Allers inquired about the publication date. Town Clerk Baker stated that the deadline for the meeting on August 5, 2026, would be July 29, 2026. Town Attorney Stuparich clarified that there are earlier deadlines provided so that she and staff can review the documents. The Town Clerk noted that submittal deadline would be July 17, 2026, at 12:00 p.m. There was an inquiry about submissions following this time. Town Attorney Stuparich stated that it would depend on the type of change. Council Member Link asked about re-referral of the project back to the Local Planning Agency. The Town Attorney stated that the agency determines if proposals adhere to the town's comprehensive plan. The Town Council may disagree and send it back to the body, or vote to deny the project. She expressed her appreciation for scheduling dates but stated that changes may still occur. Mayor Allers asked if these meetings could be tentatively scheduled, with a deadline provided to the applicant of July 17, 2026, at 12:00 p.m. Town Attorney Stuparich responded that this could be advised.

Town Manager McKannay informed the Council that it would be possible to move the first budget hearing from September 4, 2026, to September 9, 2026. The body will need to approve this change. Council Member McLean requested an excused absence for this meeting, noting that he has discussed this issue with the Town Manager. Both believed that he would have adequate time to prepare for the second hearing. Mayor Allers asked if there were any voting thresholds that would prevent the Council from moving forward to the next hearing. Town Attorney

Stuparich explained that a unanimous vote may be required for the first meeting. She will follow up with additional information. Town Manager McKannay believed that a supermajority is not needed. Council Member Link confirmed that members are currently being asked to tentatively hold September 9, 2026.

Town Manager McKannay presented staff's request to change the Council meeting from November 2, 2026, to November 5, 2026. If this is rescheduled, he asked the body to consider whether to hold the Management & Planning Session before or after this meeting. Mayor Allers voiced his preference to conduct the Council meeting before the Management & Planning Session. There was informal agreement from members of Council.

XVI. TOWN ATTORNEY'S ITEMS

A. Request for Executive Session

Pursuant to Section 286.011(8), Florida Statutes, the Town Council of the Town of Fort Myers Beach, Florida, the Town Attorney is announcing the need and a request for an Executive Session, which will be closed to the public at 1:00 PM on Monday, August 3, 2026 in the 3rd Floor Conference Room at Town Hall, to discuss settlement negotiations and strategy related to litigation expenditures regarding Town of Fort Myers Beach, Florida v. White Sand Properties of Fort Myers Beach, LLC. Case No. 2026-CA-001659, 20th Judicial Circuit, Lee County, Florida. Persons attending the Executive Session include: Mayor Dan Allers, Vice-Mayor Scott Safford, Council Members John R. King, Rebecca Link, and John McLean, Town Manager William McKannay, Town Attorneys Nancy Stuparich, Becky Vose (by Zoom), Chloe Berryman (by Zoom), and Paul Waters (by Zoom), and a court reporter to be announced prior to the commencement of the Executive Session. The Executive Session is expected to last 1 hour and the regular Town Council Meeting will resume thereafter.

Town Attorney Stuparich read the item into the record. She explained that there is pending and ongoing litigation. The court has ordered the town to enter into mediation. This executive session will provide the opportunity to proactively address potential settlement discussions. Vice Mayor Safford stated that he will need to excuse himself from this meeting. The Town Attorney informed him that he will need to fill out Form 8 due to the conflict of interest. She requested that the Council consider a motion for this executive session.

Mayor Allers moved to approve the executive session, as laid out by the Town Attorney, seconded by Council Member Link.

The motion carried 4-0, with Vice Mayor Safford abstaining.

Town Attorney Stuparich requested that an elected official be present for the mediation session. This would facilitate discussions during the executive session. The date is July 20, 2026. It will begin at 9:00 a.m. and will be located at the opposing counsel's office.

Mayor Allers moved to appoint Council Member Link to the mediation session

on July 20, 2026, with the Town Attorney and the Town Manager, seconded by Council Member King.

The motion carried 4-0, with Vice Mayor Safford abstaining.

Town Attorney Stuparich asked Town Clerk Baker to provide a list of the qualified candidates. She announced that Council Member McLean, Council Member Link, Ed Schoonover, Tom Brady, and Anita Cereceda were all qualified. The Town Attorney reminded members that, should a special meeting be needed, they should receive notice at least 48 hours in advance. Council Members shared their availability for the month of July. Town Attorney Stuparich stated that she will work with the Town Manager and town staff on an ordinance related to water taxi and water ferry services. She noted the complexity and the impacts on multiple departments. Town Attorney Stuparich reported that the liability attorneys were not supportive of the concept of a FOB system. However, she noted that there are many communities that use do implement this system and will engage in further discussions. Mayor Allers inquired about access to the wait room. Community Services Director, Jeff Hauge, stated that there was an entrance near the pond. The gym doors can be locked, and access can be allowed to the cardio rooms, fitness center, vending machines, and restrooms. Mayor Allers confirmed that this sufficiently fulfills the request presented earlier. Town Attorney Stuparich noted that the liability attorneys have raised several concerns that will need to be addressed.

XVII. COUNCILMEMBERS ITEMS AND REPORTS

Vice Mayor Safford thanked his fellow members for allowing him to attend virtually. Council Member McLean reported that he met with the Town Clerk's Office, the Town Attorney, and the Human Resources Director for the committee handbook.

There was a subsequent meeting with Town Manager McKannay, Deputy Town Manager Traci Kohler, and staff. He noted that the document was close to completion. Staff will be asking committees for their input on their specific responsibilities. The ordinance will guide the language. He verified with Town Clerk Baker that the document will be finalized and implemented before the appointments in October. Council Member McLean recognized the staff for their work on providing information related to onboarding and training.

Council Member Link voiced her support for the committee handbook and acknowledged AAC Chair King for her work in initiating this document.

Council Member King spoke with Commissioner Mulicka and Botana. The Board of County Commissioners should approve this item during its next meeting. The company that worked on Crescent Park will also work on this project. He announced that there is an open position on the Lee County Metropolitan Planning Organization's Citizen Advisory Committee. He provided a description of the role. He wished Jeff a happy birthday.

Mayor Allers would like to see consensus for directing staff to work with BORCAB Chair Cherney, or another member of BORCAB, on the beautification of the recreational campus. He voiced his support for this work. Council Member Link, as Council Liaison for BORCAB, expressed her agreement.

XVIII. ADJOURNMENT

Council Member King moved to adjourn. The meeting was adjourned, with no objections, at 12:14 p.m.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-609**

1. **Request:**

Meeting Date: August 3, 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:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
CONSENT AGENDA	Resolution	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. 26-143, Extension of Local Emergency - Debby 08.04.26 - 08.10.26
2. 26-144, Extension of Local Emergency - Debby 08.11.26 - 08.17.26
3. 26-145, Extension of Local Emergency - Debby 08.18.26 - 08.24.26
4. 26-146, Extension of Local Emergency - Debby 08.25.26 - 08.31.26

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	Created/Initiated - 7/9/2026
Amy Baker, Town Clerk	Approved - 7/10/2026
nancy stuparich, Town Attorney	Approved - 7/14/2026
William McKannay, Town Manager	Final Approval - 7/17/2026

RESOLUTION NUMBER 26-143

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 August 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 26-144

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 August 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 26-145

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 August 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 26-146

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 August 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: _____.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-610**

1. **Request:**

Meeting Date: August 3, 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:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
CONSENT AGENDA	Resolution	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. 26-147, Extension of Local Emergency - Helene 08.04.26 - 08.10.26
2. 26-148, Extension of Local Emergency - Helene 08.11.26 - 08.17.26
3. 26-149, Extension of Local Emergency - Helene 08.18.26 - 08.24.26
4. 26-150, Extension of Local Emergency - Helene 08.25.26 - 08.31.26

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	Created/Initiated - 7/9/2026
Amy Baker, Town Clerk	Approved - 7/10/2026
nancy stuparich, Town Attorney	Approved - 7/14/2026
William McKannay, Town Manager	Final Approval - 7/17/2026

RESOLUTION NUMBER 26-147

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 August 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 26-148

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 August 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 26-149

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 August 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 26-150

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 August 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: _____.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-611**

1. **Request:**

Meeting Date: August 3, 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 Emengency issued for Hurricane Milton

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
CONSENT AGENDA	Resolution	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. 26-147, Extension of Local Emergency - Helene 08.04.26 - 08.10.26
2. 26-148, Extension of Local Emergency - Helene 08.11.26 - 08.17.26
3. 26-149, Extension of Local Emergency - Helene 08.18.26 - 08.24.26
4. 26-150, Extension of Local Emergency - Helene 08.25.26 - 08.31.26

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	Created/Initiated - 7/9/2026
nancy stuparich, Town Attorney	Approved - 7/14/2026
Amy Baker, Town Clerk	Approved - 7/15/2026
William McKannay, Town Manager	Final Approval - 7/15/2026

RESOLUTION NUMBER 26-147

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 August 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 26-148

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 August 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 26-149

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 August 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 26-150

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 August 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: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING/APPROVING WITH CONDITIONS/DENYING VARIANCE 20250260, REQUESTING A VARIANCE FROM LDC SECTION 34 TABLE 34-3 - FOR THE PROPERTY LOCATED AT 100/102 BAY MAR DRIVE GENERALLY REFERRED TO AS STRAP NUMBER 29-46-24-W2-00155.1010 IN FORT MYERS BEACH, TO REDUCE THE REQUIRED 20-FOOT REAR SETBACK BY 7.9 FEET TO ALLOW A REAR SETBACK OF 12.1 FEET FOR AN ENCLOSED ACCESS STAIRCASE EXTENDING TO THE SECOND FLOOR OF A TWO-FAMILY RESIDENCE WITHIN THE RESIDENTIAL CONSERVATION (RC) ZONING DISTRICT; 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:

The Town Council will take into account LPA's recommendations.

What the action accomplishes:

The Town Council will take into account LPA's recommendations.

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

5. **Background**:

Fernando Virto, the owner of the property located at 100/102 Bay Mar Drive, is requesting a variance from Table 34-3 of the Land Development Code (LDC) to reduce the required 20-foot rear setback by 7.9 feet to allow a rear setback of 12.1 feet for an enclosed access staircase extending to the second floor of a proposed two-family residence within the Residential Conservation (RC) zoning district.

The property is a corner lot situated at the intersection of Estero Boulevard and Bay Mar Drive. The lot is an irregularly shaped corner lot, with a depth ranging from 101 to 75 feet, and a width ranging from 97 feet to 100 feet. The property is currently vacant, and prior to Hurricane Ian, the property contained a duplex constructed in the early 1980s. The subject property is a conforming lot in RC zoning district. Based on available Lee County Property Appraiser aerial imagery, the previously existing duplex appears to have contained nonconforming rear setbacks.

The applicant is proposing the construction of a new two-family residence that includes an enclosed staircase extending to the second floor in the rear setback. As proposed, the enclosed staircase would maintain a rear setback of 12.1 feet where 20 feet is required. The applicant is, therefore, requesting a variance of 7.9 feet from the required rear setback to allow the proposed enclosed staircase encroachment.

During the LPA hearing on June 16, the LPA voted 6-1 to recommend approval with conditions of the variance request from LDC Table 34-3, to reduce the required 20-foot rear setback by 7.9

feet and allow a rear setback of 12.1 feet for an enclosed access staircase extending to the second floor of a proposed two-family residence within the Residential Conservation (RC) zoning district.

Attachments:
1. TC Resolution 26-141 VAR 20250260 100-102 Bay Mar Drive
2. Exhibit A - Site Plan
3. Staff Report

Financial Impact:
Unknown

6. **Alternative Action**
Approve/ Approve with conditions

7. **Management Recommendations:**

Staff recommends **DENIAL** of VAR20250260, request for a variance from *Table 34-3 to reduce the required 20-foot rear setback by 7.9 feet to allow a rear setback of 12.1 feet for an enclosed access staircase extending to the second floor of a proposed two-family residence within the Residential Conservation (RC) zoning district.*

During the LPA hearing on June 16, the LPA voted 6-1 to recommend approval with conditions of the variance request from LDC Table 34-3, to reduce the required 20-foot rear setback by 7.9 feet and allow a rear setback of 12.1 feet for an enclosed access staircase extending to the second floor of a proposed two-family residence within the Residential Conservation (RC) zoning district.

8. **Recommended Approval:**

Stephanie Virga,	Created/Initiated - 6/18/2026
Frankie Kropacek, Community Development Director	Approved - 6/18/2026
Joe Onzick, Finance Director	Approved - 6/23/2026
Jeffrey Newman , Assistant Finance Director	Approved - 6/23/2026
Carolyn Luomala, Acting Finance Director	Approved - 6/24/2026
nancy stuparich, Town Attorney	Approved - 7/7/2026
Amy Baker, Town Clerk	Approved - 7/10/2026
William McKannay, Town Manager	Final Approval - 7/15/2026

RESOLUTION NUMBER 26-141

A RESOLUTION OF THE TOWN COUNCIL OF FORT MYERS BEACH APPROVING/APPROVING WITH CONDITIONS/DENYING VARIANCE 20250260, REQUESTING A VARIANCE FROM LDC SECTION 34 TABLE 34-3 - FOR THE PROPERTY LOCATED AT 100/102 BAY MAR DRIVE GENERALLY REFERRED TO AS STRAP NUMBER 29-46-24-W2-00155.1010 IN FORT MYERS BEACH, TO REDUCE THE REQUIRED 20-FOOT REAR SETBACK BY 7.9 FEET TO ALLOW A REAR SETBACK OF 12.1 FEET FOR AN ENCLOSED ACCESS STAIRCASE EXTENDING TO THE SECOND FLOOR OF A TWO-FAMILY RESIDENCE WITHIN THE RESIDENTIAL CONSERVATION (RC) ZONING DISTRICT; 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, Fernando Virto ("Applicant") is the owner of the property located at 100/102 Bay Mar Drive ("Subject Property"), is requesting a variance from LDC Section 34 Table 34-3 to reduce the required 20-foot rear setback by 7.9 feet to allow a rear setback of 12.1 feet for an enclosed access staircase extending to the second floor of a two-family residence in the Residential Conservation (RC) zoning district; and

WHEREAS, the STRAP number for the Subject Property is 29-46-24-W2-00155.1010; and;

WHEREAS, the Subject Property is in the "Low Density" Future Land Use Map of the Comprehensive Plan and the "Residential Conservation" zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, the RC zoning district requires a minimum lot width of 45 feet and a minimum lot depth of 80 feet, with a total lot area of 4,000 square feet; and

WHEREAS, the Subject Property is an oddly shaped lot with depth ranging from 101 to 75 feet, and a width ranging from 97 feet to 100 feet; and

WHEREAS, the Subject Property is a conforming lot in the RC zoning district; and

WHEREAS, LDC Table 34-3 requires a rear setback of 20 feet for all properties in the RC zoning district; and

WHEREAS, the Subject Property supported a two-family residence prior to Hurricane Ian. The previously existing two-family structure did not meet the requirements of the current Town's LDC; and

WHEREAS, the Applicant is now proposing the construction of a new two-family residence that includes an enclosed staircase extending to the second floor in the rear setback. As proposed, the enclosed staircase would maintain a rear setback of 12.1 feet where 20 feet is required; and

WHEREAS, the Applicant is requesting a variance of 7.9 feet from the required rear setback to allow the proposed enclosed access staircase encroachment; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on June 16, 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 6 to 1 to recommend approval of the variance request; and

WHEREAS, on August 3, 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** a variance from Table 34-3 to reduce the required 20-foot rear setback by 7.9 feet to allow a rear setback of 12.1 feet for the construction of an enclosed staircase extending to the second floor of a proposed two-family residence in the Residential Conservation (RC) 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:

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

2. The variance shall only apply to the rear setback from the east property boundary for an enclosed access staircase associated with the proposed two-family dwellings as shown on the site plan provided. Demolition or substantial damage to the residential structure shall render the variance to be null and void.

3. This variance applies to the rear setback from the east side property boundary for the enclosed access staircase of a newly proposed two-family structure on the subject property only. Any additional modification of the two-family structure or additional construction on the subject property must comply with all applicable regulations or seek a new variance.

4. This variance applies to the modified rear setbacks as shown in "Exhibit A" only. No other portion of the two-family residence or accessory structure(s) may be extended into a required setback.

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

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

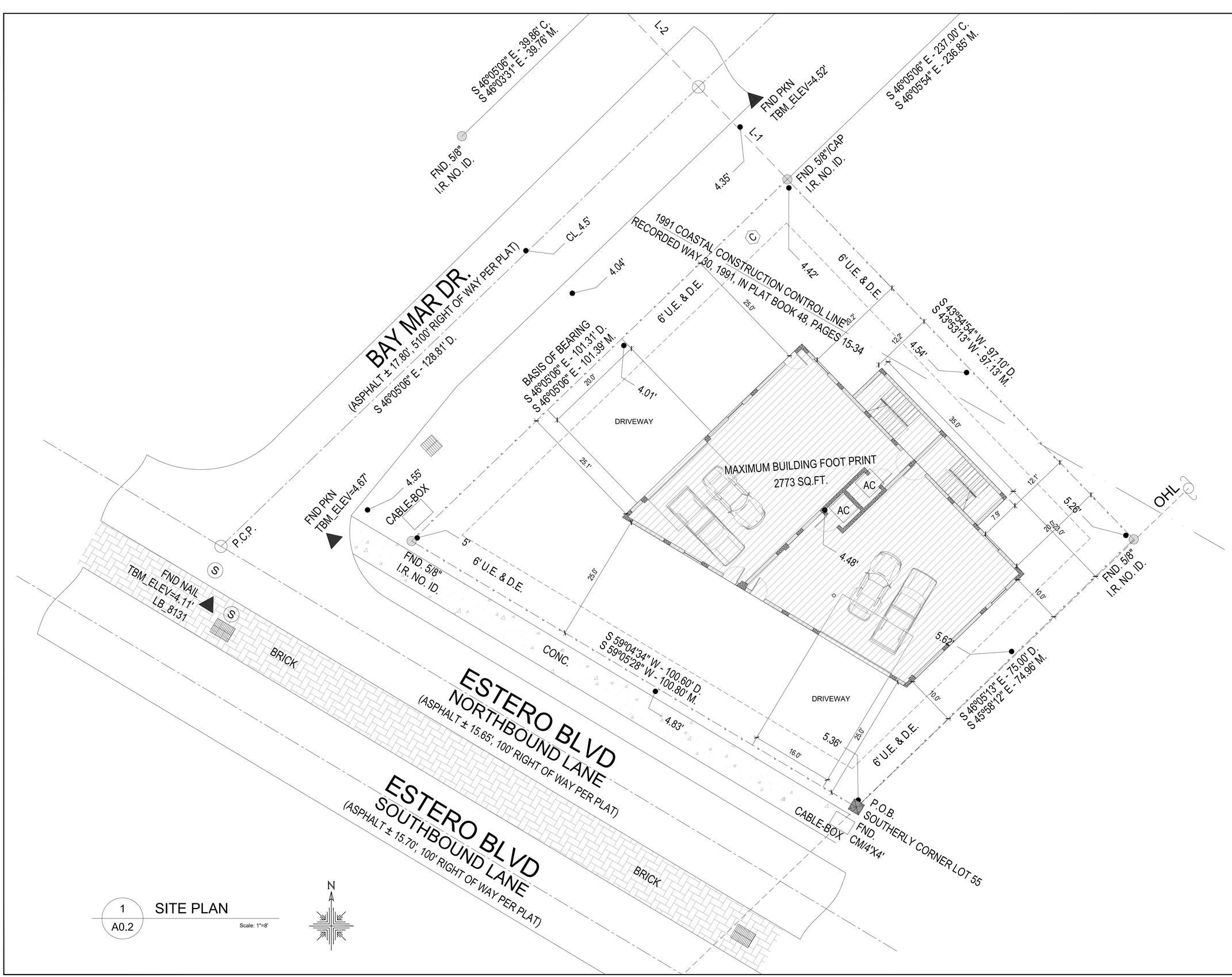
_____
Amy Baker, Town Clerk

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: Site Plan



1 A0.2 SITE PLAN

Scale: 1"=8'

ATLAS DESIGN & ENGINEERING, Inc.

Civil /Structural/ Mechanical/Electrical/ Plumbing Engineering

8250 College Parkway, Ste 101
Fort Myers, Florida 33919
Tel: (239)-267-7432
Fax: (239)-267-8704
www.AtlasDesignEngineering.com

CA# 28823

c o p y r i g h t ©

All ideas, designs, and plans indicated on or represented by these documents are owned by and are property of ATLAS Design & Engineering Inc.. ATLAS Design & Engineering Inc. hereby expressly reserves its copyright and other property rights in these documents. These plans and drawings are not to be reproduced, changed or copied in any form or manner whatsoever without first obtaining the express permission and consent of the ATLAS Design & Engineering Inc. , nor are they to be assigned to any party without first obtaining said written consent of ATLAS Design & Engineering Inc.

©ATLAS Design & Engineering Inc.

Job Status Note:
Pursuant to Florida Statue 61G15-30.003 These drawings are preliminary and not in final form but are being transmitted to the public agency to receive agency reviews, comments and interpretations. The documents may be subsequently revised by the engineer to reflect resolution of issues with the public agency prior to final action by the agency. Changes, revisions and modifications to the project may prompt additional document submittal for agency approval action on the same project.

PRINT	△ REVISION
CHECK SET	2026.03.10

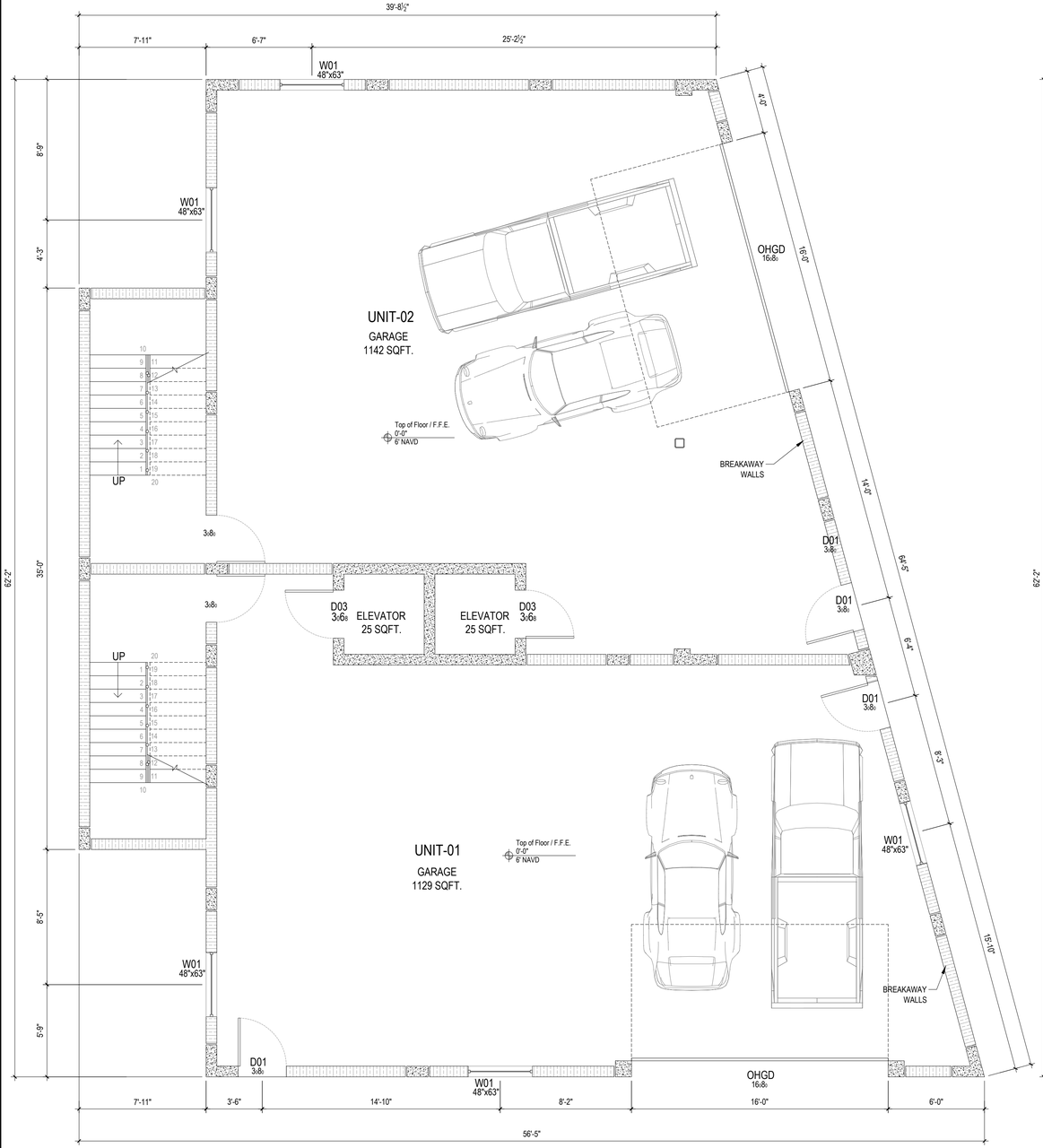
JOB #25-5606

NEW DUPLEX
100/102 BAY MAR DR.
FORT MYERS BEACH, FL 33931

2026.03.10

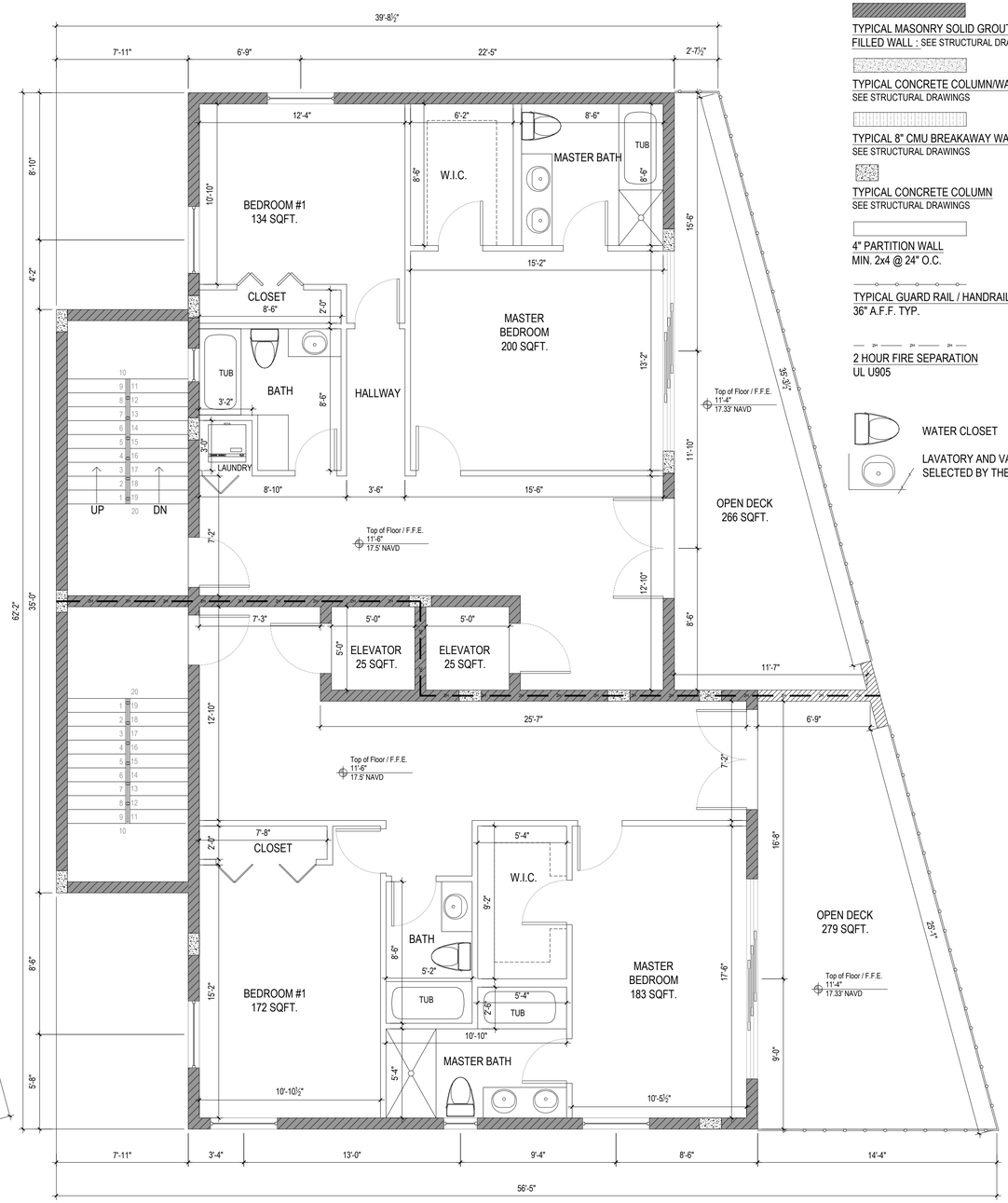
|DRAWN BY| NV
|CHECKED BY|
|SHEET NUMBER|

A0.2



1 A1.1 GROUND FLOOR PLAN

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



2 A1.1 1ST LEVEL FLOOR PLAN

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

LEGEND

- TYPICAL MASONRY SOLID GROUT FILLED WALL : SEE STRUCTURAL DRAWINGS
- TYPICAL CONCRETE COLUMN/WALL : SEE STRUCTURAL DRAWINGS
- TYPICAL 8" CMU BREAKAWAY WALL : SEE STRUCTURAL DRAWINGS
- TYPICAL CONCRETE COLUMN SEE STRUCTURAL DRAWINGS
- 4" PARTITION WALL MIN. 2x4 @ 24" O.C.
- TYPICAL GUARD RAIL / HANDRAIL 36" A.F.F. TYP.
- 2 HOUR FIRE SEPARATION UL U905
- WATER CLOSET
- LAVATORY AND VANITY AS SELECTED BY THE OWNER

ATLAS DESIGN & ENGINEERING, Inc.

Civil /Structural/ Mechanical/Electrical/ Plumbing Engineering

8250 College Parkway, Ste 101
Fort Myers, Florida 33919
Tel: (239)-267-7432
Fax: (239)-267-8704
www.AtlasDesignEngineering.com

CA# 28823

c o p y r i g h t ©

All ideas, designs, and plans indicated on or represented by these documents are owned by and are property of ATLAS Design & Engineering Inc.. ATLAS Design & Engineering Inc. hereby expressly reserves its copyright and other property rights in these documents. These plans and drawings are not to be reproduced, changed or copied in any form or manner whatsoever without first obtaining the express permission and consent of the ATLAS Design & Engineering Inc. , nor are they to be assigned to any party without first obtaining said written consent of ATLAS Design & Engineering Inc.

© ATLAS Design & Engineering Inc.

Job Status Note:
Pursuant to Florida Statue 61G15-30.003 These drawings are preliminary and not in final form but are being transmitted to the public agency to receive agency reviews, comments and interpretations. The documents may be subsequently revised by the engineer to reflect resolution of issues with the public agency prior to final action by the agency. Changes, revisions and modifications to the project may prompt additional document submittal for agency approval action on the same project.

PRINT	△ REVISION
CHECK SET	| 2026.03.10 |

JOB #25-5606

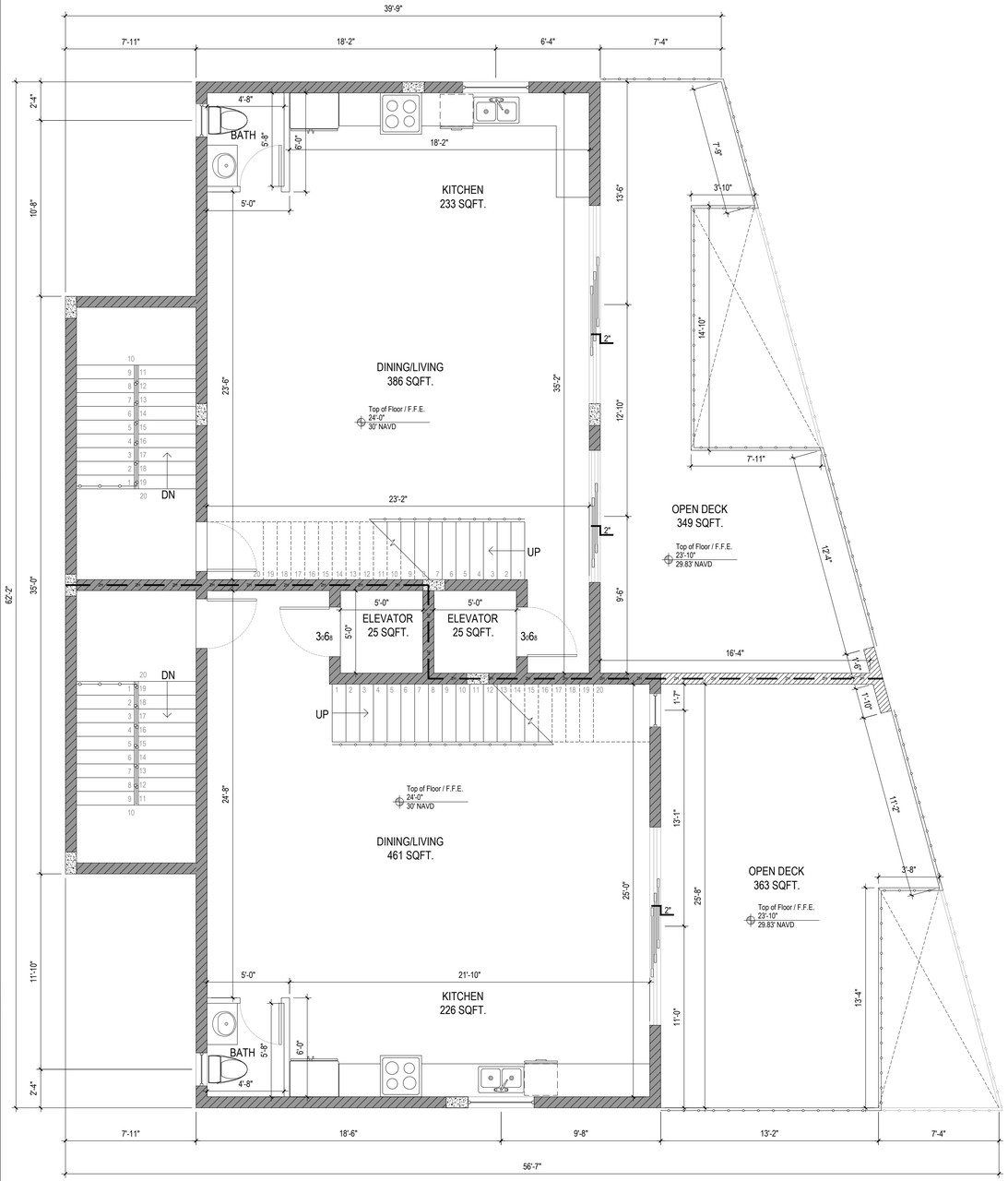
NEW DUPLEX
100/102 BAY MAR DR.
FORT MYERS BEACH, FL 33931

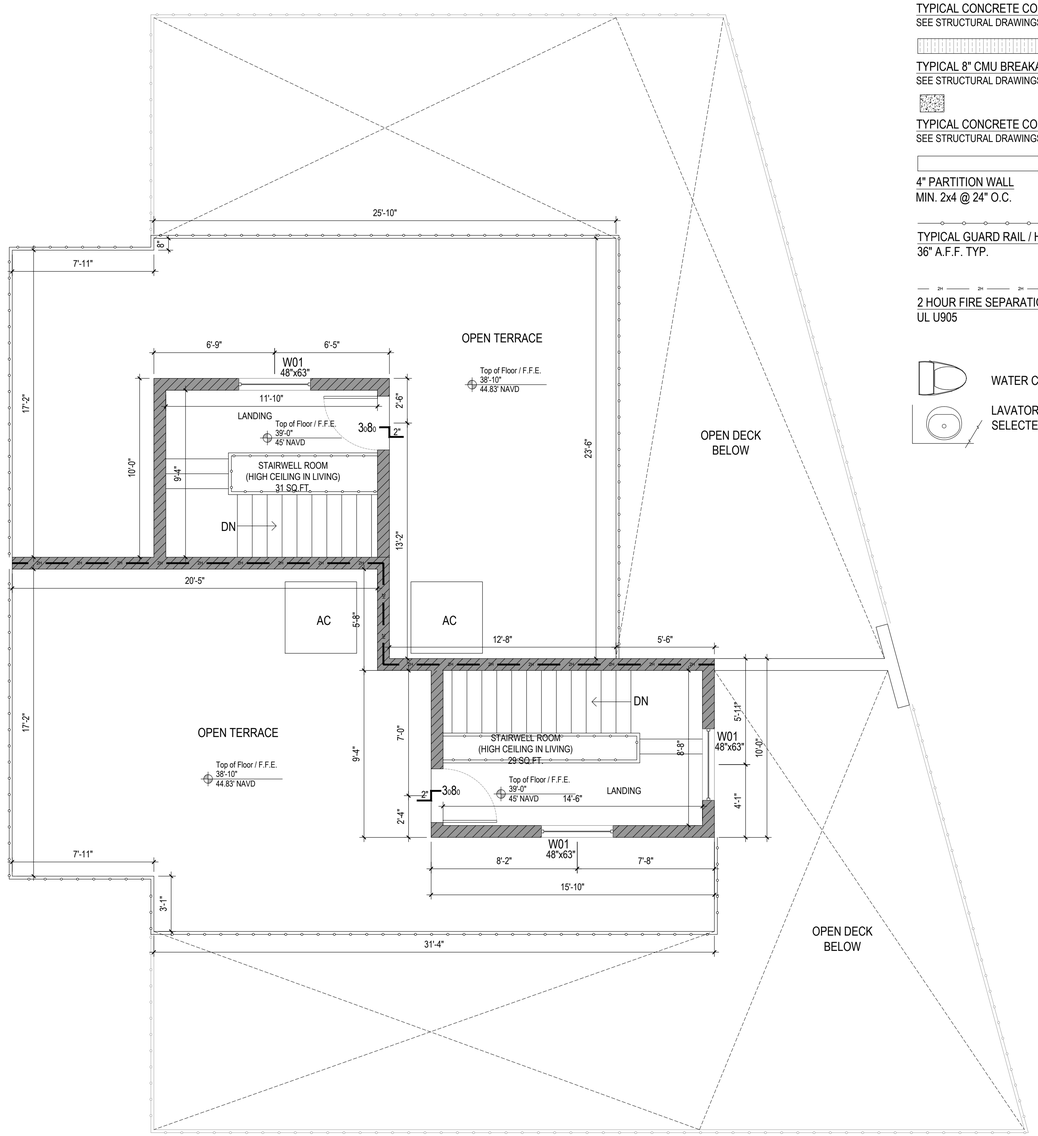
2026.03.10

|DRAWN BY| NV
|CHECKED BY|

|SHEET NUMBER|

A1.1





LEGEND

TYPICAL MASONRY SOLID GROUT FILLED WALL : SEE STRUCTURAL DRAWINGS

TYPICAL CONCRETE COLUMN/WALL : SEE STRUCTURAL DRAWINGS

TYPICAL 8" CMU BREAKAWAY WALL : SEE STRUCTURAL DRAWINGS

TYPICAL CONCRETE COLUMN SEE STRUCTURAL DRAWINGS

4" PARTITION WALL MIN. 2x4 @ 24" O.C.

TYPICAL GUARD RAIL / HANDRAIL 36" A.F.F. TYP.

2 HOUR FIRE SEPARATION UL U905

WATER CLOSET

LAVATORY AND VANITY AS SELECTED BY THE OWNER

1 A1.2 2ND LEVEL FLOOR PLAN

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

2 A1.2 ROOF PLAN

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

ATLAS DESIGN & ENGINEERING, Inc.

Civil /Structural/ Mechanical/Electrical/ Plumbing Engineering

8250 College Parkway, Ste 101
Fort Myers, Florida 33919
Tel: (239)-267-7432
Fax: (239)-267-8704
www.AtlasDesignEngineering.com

CA# 28823

c o p y r i g h t ©

All ideas, designs, and plans indicated on or represented by these documents are owned by and are property of ATLAS Design & Engineering Inc.. ATLAS Design & Engineering Inc. hereby expressly reserves its copyright and other property rights in these documents. These plans and drawings are not to be reproduced, changed or copied in any form or manner whatsoever without first obtaining the express permission and consent of the ATLAS Design & Engineering Inc. , nor are they to be assigned to any party without first obtaining said written consent of ATLAS Design & Engineering Inc.

© ATLAS Design & Engineering Inc.

Job Status Note:
Pursuant to Florida Statue 61G15-30.003 These drawings are preliminary and not in final form but are being transmitted to the public agency to receive agency reviews, comments and interpretations. The documents may be subsequently revised by the engineer to reflect resolution of issues with the public agency prior to final action by the agency. Changes, revisions and modifications to the project may prompt additional document submittal for agency approval action on the same project.

PRINT	REVISION
CHECK SET	2026.03.10

JOB #25-5606

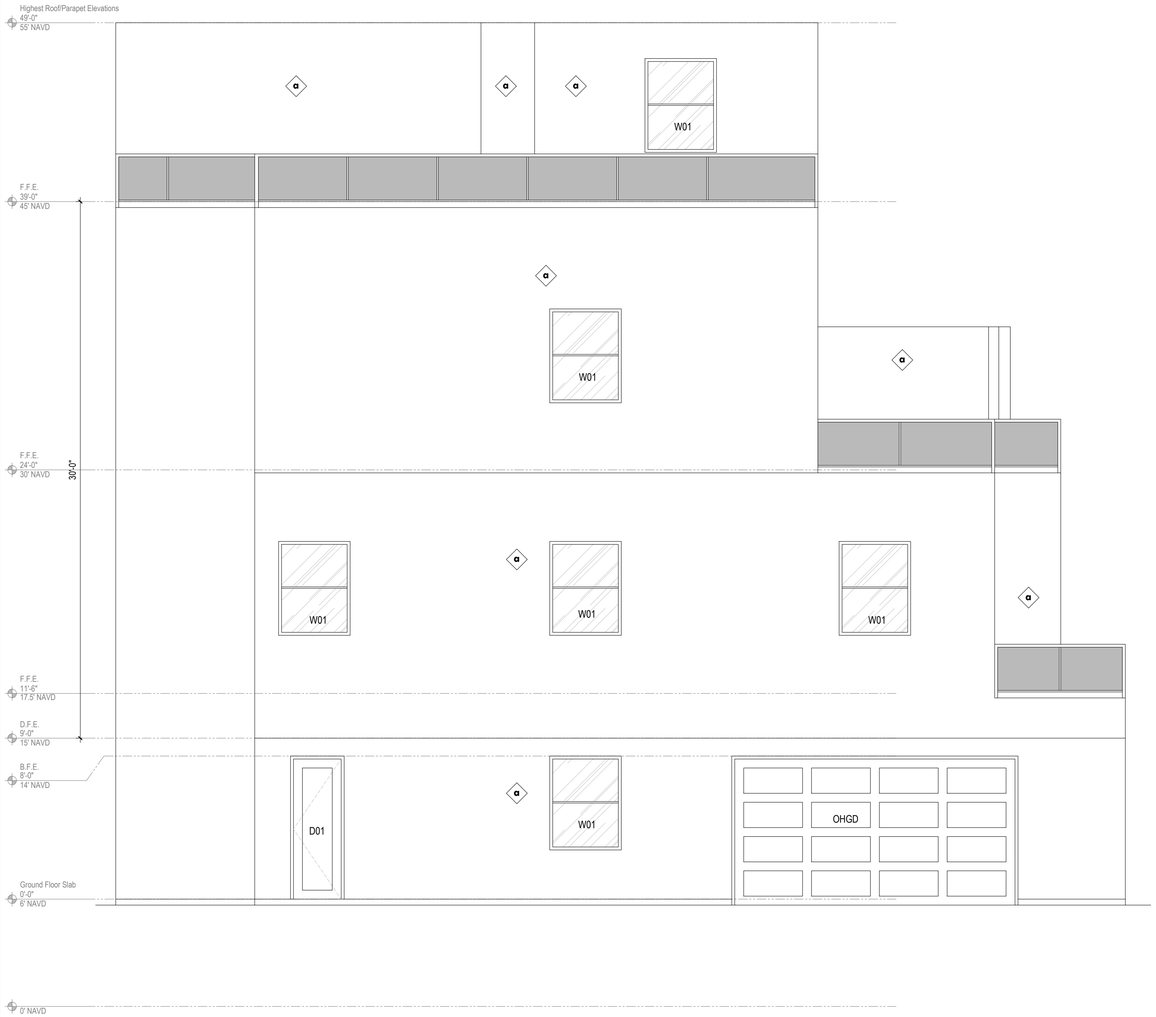
NEW DUPLEX
100/102 BAY MAR DR.
FORT MYERS BEACH, FL 33931

2026.03.10

|DRAWN BY| NV
|CHECKED BY|

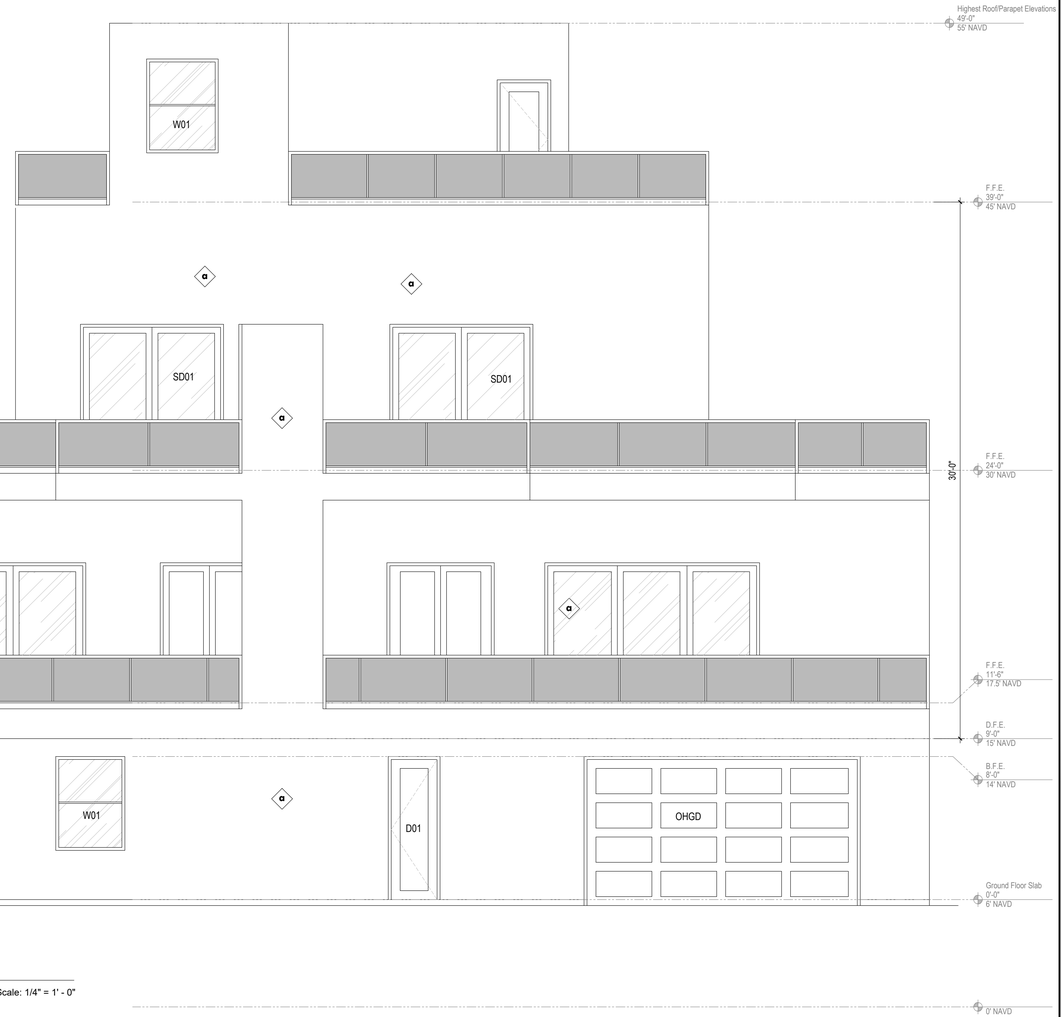
|SHEET NUMBER|

A1.2



1 A2.1 Front Elevation

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



2 A2.1 Right Elevation

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

ELEVATION TYPICAL NOTES:

TYPICAL ARCHITECTURAL NOTES:
-VERIFY ALL STRUCTURAL ELEMENTS WITH STRUCTURAL DRAWINGS.
-ROOF AND BEARING HEIGHTS ARE SHOWN RELATIVE TO A REFERENCE ELEVATION BASED ON TOP OF SLAB. U.N.O.

ELEVATION KEYNOTES:

a STUCCO FINISH (OWNER SELECT)

ATLAS DESIGN & ENGINEERING, Inc.

Civil /Structural/ Mechanical/Electrical/ Plumbing Engineering

8250 College Parkway, Ste 101
Fort Myers, Florida 33919
Tel: (239)-267-7432
Fax: (239)-267-8704
www.AtlasDesignEngineering.com

CA# 28823

c o p y r i g h t ©

All ideas, designs, and plans indicated on or represented by these documents are owned by and are property of ATLAS Design & Engineering Inc.. ATLAS Design & Engineering Inc. hereby expressly reserves its copyright and other property rights in these documents. These plans and drawings are not to be reproduced, changed or copied in any form or manner whatsoever without first obtaining the express permission and consent of the ATLAS Design & Engineering Inc. , nor are they to be assigned to any party without first obtaining said written consent of ATLAS Design & Engineering Inc.
© ATLAS Design & Engineering Inc.

Job Status Note:
Pursuant to Florida Statue 61G15-30.003 These drawings are preliminary and not in final form but are being transmitted to the public agency to receive agency reviews, comments and interpretations. The documents may be subsequently revised by the engineer to reflect resolution of issues with the public agency prior to final action by the agency. Changes, revisions and modifications to the project may prompt additional document submittal for agency approval action on the same project.

PRINT	△	REVISION
CHECK SET		2026.03.10

JOB #25-5606

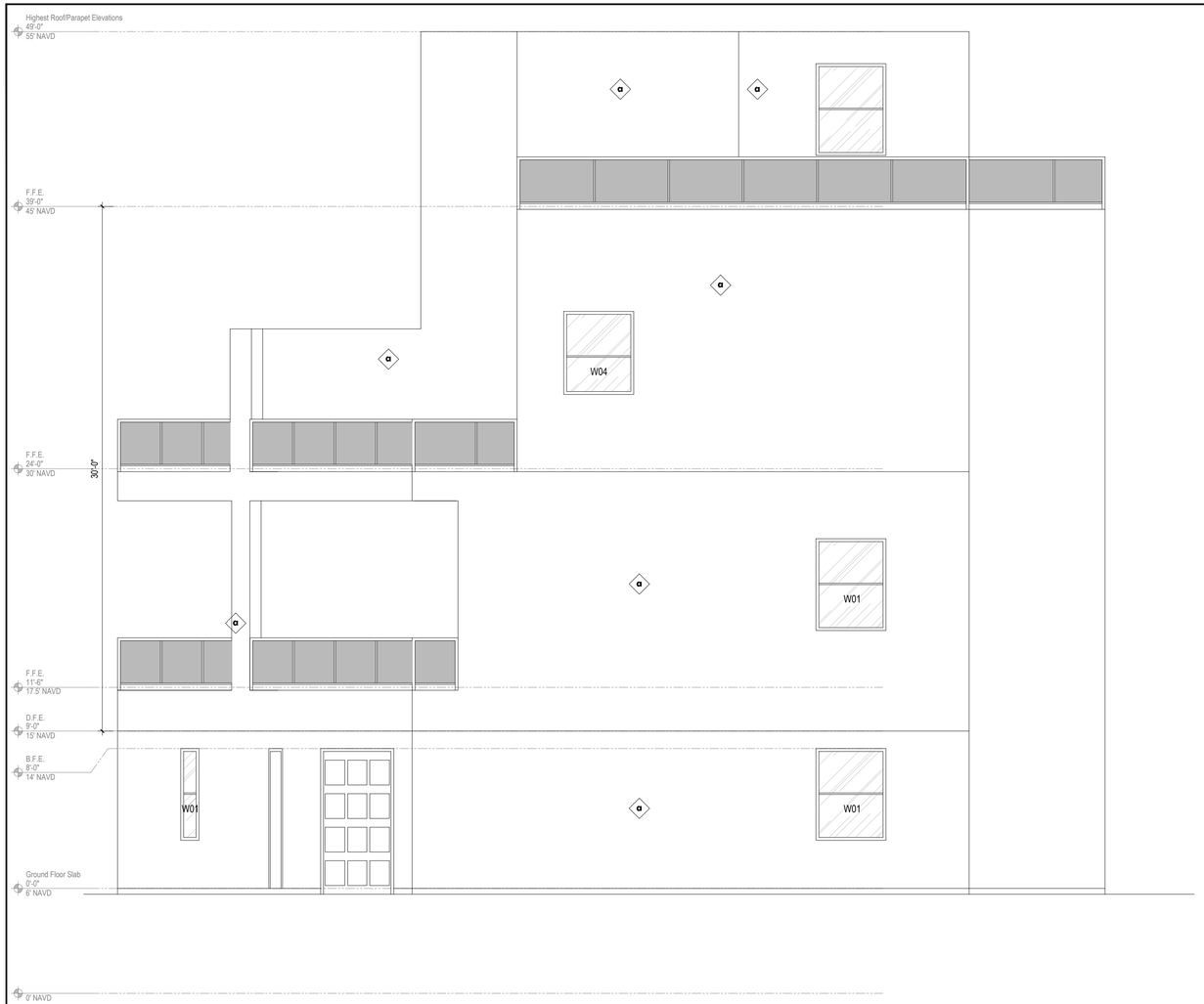
NEW DUPLEX
100/102 BAY MAR DR.
FORT MYERS BEACH, FL 33931

2026.03.10

|DRAWN BY| NV
|CHECKED BY|

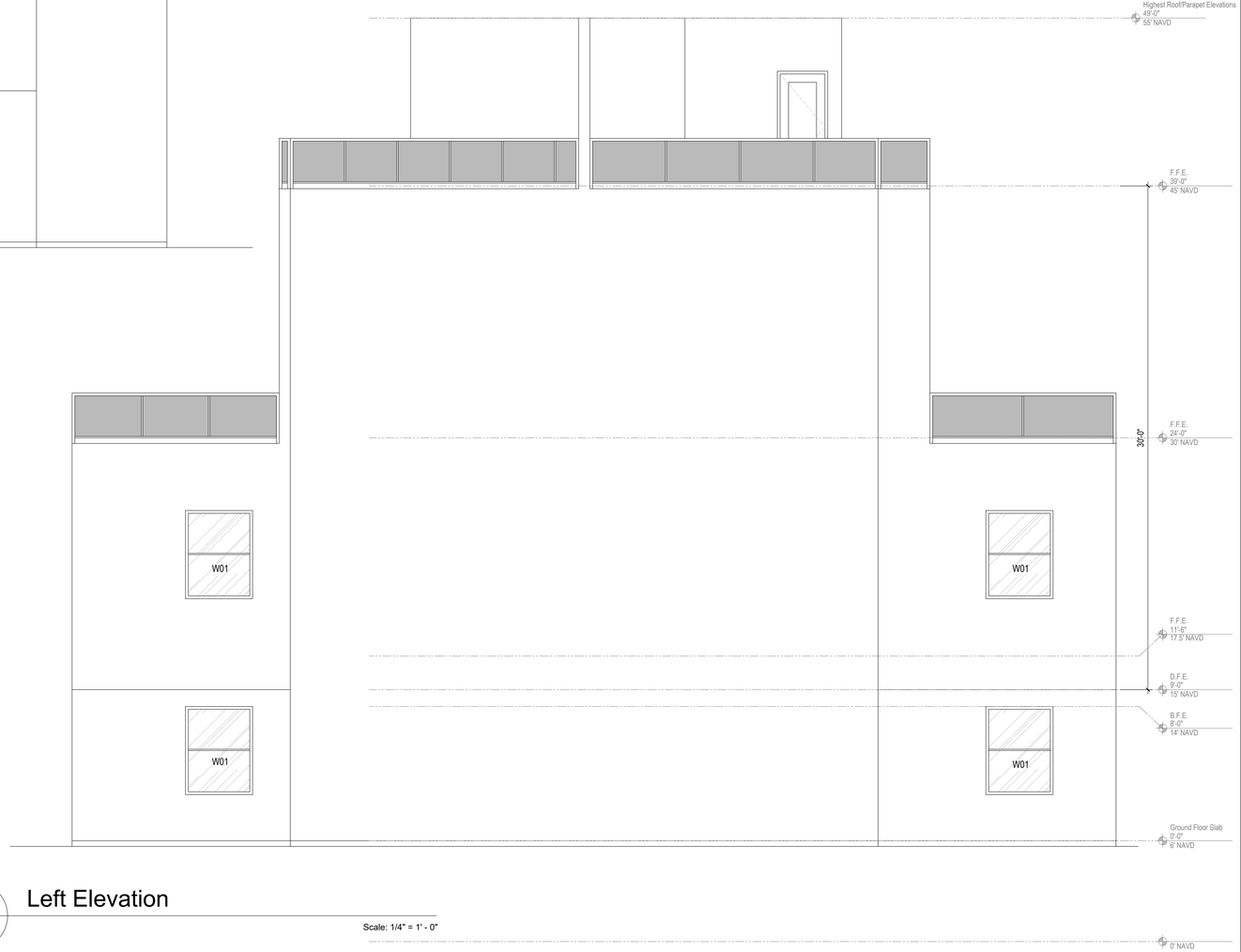
|SHEET NUMBER|

A2.1



1 A2.2 Rear Elevation

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



2 A2.2 Left Elevation

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

ELEVATION TYPICAL NOTES:

TYPICAL ARCHITECTURAL NOTES:
-VERIFY ALL STRUCTURAL ELEMENTS WITH STRUCTURAL DRAWINGS.
-ROOF AND BEARING HEIGHTS ARE SHOWN RELATIVE TO A REFERENCE ELEVATION BASED ON TOP OF SLAB. U.N.O.

ELEVATION KEYNOTES:

α STUCCO FINISH (OWNER SELECT)

ATLAS DESIGN & ENGINEERING, Inc.

Civil /Structural/ Mechanical/Electrical/ Plumbing Engineering

8250 College Parkway, Ste 101
Fort Myers, Florida 33919
Tel: (239)-267-7432
Fax: (239)-267-8704
www.AtlasDesignEngineering.com

CA# 28823

c o p y r i g h t ©

All ideas, designs, and plans indicated on or represented by these documents are owned by and are property of ATLAS Design & Engineering Inc.. ATLAS Design & Engineering Inc. hereby expressly reserves its copyright and other property rights in these documents. These plans and drawings are not to be reproduced, changed or copied in any form or manner whatsoever without first obtaining the express permission and consent of the ATLAS Design & Engineering Inc. , nor are they to be assigned to any party without first obtaining said written consent of ATLAS Design & Engineering Inc.
© ATLAS Design & Engineering Inc.

Job Status Note:
Pursuant to Florida Statue 61G15-30.003 These drawings are preliminary and not in final form but are being transmitted to the public agency to receive agency reviews, comments and interpretations. The documents may be subsequently revised by the engineer to reflect resolution of issues with the public agency prior to final action by the agency. Changes, revisions and modifications to the project may prompt additional document submittal for agency approval action on the same project.

PRINT	REVISION
CHECK SET	2026.03.10

JOB #25-5606

NEW DUPLEX
100/102 BAY MAR DR.
FORT MYERS BEACH, FL 33931

2026.03.10

|DRAWN BY| NV
|CHECKED BY|

|SHEET NUMBER|

A2.2

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: **Variance**

CASE NUMBER: **VAR20250260**

CASE NAME: **100/102 Bay Mar Drive; a variance from Table 34-3 to reduce the required 20-foot rear setback by 7.9 feet to allow a rear setback of 12.1 feet for an enclosed access staircase extending to the second floor of a proposed two-family residence within the Residential Conservation (RC) zoning district.**

LPA HEARING DATE: **June 16, 2026**

TOWN COUNCIL HEARING DATE: **August 3, 2026**

STAFF RECOMMENDATION: **Denial**

PREPARED/ SUBMITTED BY: **Stephanie Virga/Jason Green AICP**

I. APPLICATION SUMMARY

Applicant/Owner: Fernando Virto

Request: A variance from Table 34-3 to reduce the required 20-foot rear setback by 7.9 feet to allow a rear setback of 12.1 feet for the construction of an enclosed staircase extending to the second floor of a proposed two-family residence in the Residential Conservation (RC) zoning district.

Subject property: See attached site plan

Physical Address: 100/102 Bay Mar Drive

STRAP #: 29-46-24-W2-00155.1010

FLU: Low Density Residential

Zoning: Residential Conservation (RC)

Adjacent zoning and land uses:

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

II. BACKGROUND AND ANALYSIS

Background:

Fernando Virto, the owner of the property located at 100/102 Bay Mar Drive, is requesting a variance from Table 34-3 of the Land Development Code (LDC) to reduce the required 20-foot rear setback by 7.9 feet to allow a rear setback of 12.1 feet for an enclosed access staircase extending to the second floor of a proposed two-family residence within the Residential Conservation (RC) zoning district.

The property is a corner lot situated at the intersection of Estero Boulevard and Bay Mar Drive. The lot is an irregularly shaped corner lot, with a depth ranging from 101 to 75 feet, and a width ranging from 97 feet to 100 feet. The property is currently vacant, and prior to Hurricane Ian, the property contained a duplex constructed in the early 1980s. The subject property is a conforming lot in RC zoning district. Based on available Lee County Property Appraiser aerial imagery, the previously existing duplex appears to have contained nonconforming rear setbacks.

The applicant is proposing the construction of a new two-family residence that includes an enclosed staircase extending to the second floor in the rear setback. As proposed, the enclosed staircase would maintain a rear setback of 12.1 feet where 20 feet is required. The applicant is, therefore, requesting a variance of 7.9 feet from the required rear setback to allow the proposed enclosed staircase encroachment.

During the LPA hearing on June 16, the LPA voted 6-1 to recommend approval with conditions of the variance request from LDC Table 34-3, to reduce the required 20-foot rear setback by 7.9 feet and allow a rear setback of 12.1 feet for an enclosed access staircase extending to the second floor of a proposed two-family residence within the Residential Conservation (RC) zoning district.

Analysis:

The purpose of the RC zoning district is to recognize certain older neighborhoods that had been zoned for duplex, multifamily, or mobile homes purposes prior to incorporation of the town. A conforming lot in the RC zoning district is at least 45 feet wide and 80 feet deep or 4,000 square feet of area. The subject property is a conforming lot in the RC zoning district with a depth ranging from 101 to 75 feet, and a width ranging from 97 feet to 100 feet.

The property supported a duplex prior to Hurricane Ian. Based on the current code, the applicant is legally permitted to build a two-family on the property today.

As per LDC Section 34-643 and Table 34-3, properties within the RC zoning district are required to maintain a minimum 25-foot street setback, 20-foot side street setback, 10-foot side setback, and 20-foot rear setback. The previously existing duplex did not meet the requirements of the current code. The applicant is now proposing a two-family principal structure with a street setback of 25 feet, side street setback of 25 feet, 10 feet side setback and 12.1 feet rear setback. The Applicant is proposing an enclosed access staircase extending to the second floor and encroaching 7.9 feet into the required rear setback.

Pursuant to Section 34-638(d)(2)b. of the LDC, porches, balconies, and stoops may encroach into a required street setback by up to ten feet or half the width of the required street setback, whichever is less, on the first living level of residential buildings, provided that any walls, screened areas, or railings within the setback zone extend no higher than 42 inches above the floor of the porch, balcony, or stoop. However, the proposed staircase is enclosed, located within the rear setback, and extends to the second floor. Therefore, the proposed staircase does not qualify for the setback encroachment provisions applicable to porches, balconies, and stoops and must comply with the required setback applicable to the principal structure.

The Applicant is therefore, requesting a variance from Table 34-3 of the Land Development Code (LDC) to reduce the required 20-foot rear setback by 7.9 feet to allow a rear setback of 12.1 feet for an enclosed access staircase extending to the second floor of a proposed two-family residence within the Residential Conservation (RC) zoning district.

Neighborhood Compatibility:

The subject property is located within an established residential area consisting of both vacant and developed residential properties. While setback compliance cannot be confirmed solely through aerial imagery, a review of Lee County Property Appraiser GIS aerial imagery suggests that several nearby residential properties may contain non-conforming rear setbacks prior to Hurricane Ian.

As mentioned above, the subject property previously supported a duplex with non-conforming setbacks prior to Ian, and the proposed request makes the structure more

compliant with Town's current code. Staff do not anticipate that granting the requested variance would be injurious to the neighborhood or otherwise detrimental to public welfare.

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 no exceptional or extraordinary conditions inherent to the subject property. While the subject property is an irregularly shaped lot, it is a conforming lot in the RC zoning district. The property previously contained a duplex with nonconforming setbacks prior to Hurricane Ian. The applicant is now proposing a new principal structure that generally complies with the Town's current setback requirements. The requested variance is specifically related to the design and placement of an enclosed access staircase extending into the required rear setback.

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

   Staff finds that the conditions associated with the requested variance are the result of actions taken by the applicant after the adoption of the applicable setback regulations. The applicant proposes a new two-family residence with an enclosed staircase extending into the required rear setback. While the subject property previously contained a duplex with nonconforming setbacks prior to Hurricane Ian, the current request is associated with the design and placement of a newly proposed enclosed staircase and is not the result of conditions created by the Town's regulations.

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

   The requested variance is a result of design choice and Staff finds that alternative design configurations may exist that would allow the proposed development to comply with the required rear setback standards on this conforming lot, without the need for the requested variance.

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

   As mentioned above, Granting the variance will not be injurious to the neighborhood or otherwise detrimental to public welfare.

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

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

III. RECOMMENDATION

Staff has reviewed the request for a variance from *Table 34-3 to reduce the required 20-foot rear setback by 7.9 feet to allow a rear setback of 12.1 feet for an enclosed access staircase extending to the second floor of a proposed two-family residence within the Residential Conservation (RC) zoning district and* finds that the variance request does not meet the requirements set forth in Section 34-87.

Therefore, staff recommends **DENIAL** of VAR20250260, variance from *Table 34-3 to reduce the required 20-foot rear setback by 7.9 feet to allow a rear setback of 12.1 feet for the access staircase of a two-family structure located within the Residential Conservation (RC) zoning district.*

During the LPA hearing on June 16, the LPA voted 6-1 to recommend approval with conditions of the variance request from LDC Table 34-3, to reduce the required 20-foot rear setback by 7.9 feet and allow a rear setback of 12.1 feet for an enclosed access staircase extending to the second floor of a proposed two-family residence within the Residential Conservation (RC) zoning district.

IV. CONDITIONS

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

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

2. The variance shall only apply to the rear setback from the east property boundary for an enclosed access staircase associated with the proposed two-family dwellings as shown on the site plan provided. Demolition or substantial damage to the residential structure shall render the variance to be null and void.

3. This variance applies to the rear setback from the east side property boundary for the enclosed access staircase of a newly proposed two-family structure on the subject property only. Any additional modification of the two-family structure or additional construction on the subject property must comply with all applicable regulations or seek a new variance.

4. This variance applies to the modified rear setbacks as shown in "Exhibit A" only. No other portion of the two-family residence or accessory structure(s) may be extended into a required setback.

1. **Request:**

Meeting Date: August 3, 2026

This quasi-judicial agenda item is a 1st Reading and Public Hearing on proposed Ordinance 26-02. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for Wednesday, September 9, 2026 or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING OR DENYING A HOME RULE DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 6890 ESTERO BOULEVARD, FORT MYERS BEACH, FL, STRAP NO. 03-47-24-W1-00003.0010 OWNED BY FMBH LLC, AS AUTHORIZED BY SECTION 2-100 OF THE TOWN'S LAND DEVELOPMENT CODE AND IN COMPLIANCE WITH THE PROCEDURES FOR APPLICATION AND APPROVAL OF DEVELOPMENT AGREEMENTS WITH TWO PHASES OF DEVELOPMENT AND A REQUEST FOR SEVEN DEVIATIONS FOR THE PURPOSE OF REDEVELOPMENT OF THE PROPERTY TO ALLOW RESTAURANT, ENTERTAINMENT, COMMERCIAL PARKING AND RECREATIONAL USE; PROVIDING FOR TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO THE IDENTIFICATION OF THE PROPOSED USE OF THE PROPERTY, A FINDING OF CONSISTENCY WITH THE TOWN OF FORT MYERS BEACH COMPREHENSIVE PLAN, COMMITMENTS AND DEVELOPMENT OBLIGATIONS, DEVIATIONS NEEDED FOR DEVELOPMENT; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

TOWN COUNCIL MUST DETERMINE IF SAND CAPER CONDOMINIUM REPRESENTED BY MAX FORGEY WILL BE ALLOWED TO PARTICIPATE IN THE PUBLIC HEARING AS AN INTERVENOR AND THE EXTENT OF THEIR PARTICIPATION.

Why the action is necessary:

The Town Council will review the application and the LPA recommendations for the decision-making.

What the action accomplishes:

Town Council will review the application and LPA recommendations.

2. **Agenda:**
PUBLIC HEARINGS

3. **Requirement/Purpose:**
Ordinance

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

---

5. **Background:**

The Neighborhood Company, on behalf of FMBH, LLC, is requesting approval of a Development Agreement with deviations for redevelopment of the former Wyndham/Holiday Inn property located at 6890 Estero Boulevard. The proposal includes a phased redevelopment consisting of a restaurant, open-air entertainment venue, recreation uses, accessory parking, and future joint parking operations.

- **Phase 1**: Open a restaurant and entertainment venue with recreational uses as quickly as possible. In order to expedite the opening of this venue, temporary mobile vending trailers will be utilized to comply with FEMA and Florida Building code flood regulations.
- **Phase 2**: This phase will require the design, permitting and construction of a wave dissipation wall combined with a flood map revision to change the property's flood zone from VE to AE. The map change will allow for construction of permanent dry flood-proofed

structures that will replace and eliminate the use of temporary trailers. Additionally, the recreation uses will be expanded to include a pool and lazy river. The two phases are described in more detail below.

The underlying zoning for this property is Commercial Resort, which has housed hotels like Holiday Inn and Wyndham Garden since 1969. The property was severely damaged during the hurricane Ian in 2022. The owner of the property believes that the highest and best use for this property was and remains a resort hotel. However, the current conditions remain unfavorable financially to establish a resort hotel. As a result, the Development Agreement will allow limited uses outlined in Phase 1 and 2, (depicted in Exhibits C and D) of the agreement. However, the agreement also includes permitted uses under the current CR zoning district, including Commercial Resort, but those uses cannot be developed/constructed unless the Development Agreement is amended or terminated.

On June 16, 2026, LPA voted 6-1 to recommend approval with conditions for Development Agreement request with 7 deviations, DA20250277, to allow the redevelopment of a restaurant and a family entertainment venue on the Old Wyndham/Holiday Inn property. The request is Phased Development.

The Local Planning Agency (LPA) recommended that the following conditions be incorporated into the Development Agreement:

1. Include a defined timeline for completion of Phase 1 in the Development Agreement.
2. Require both the ingress and egress access points to include paved driveway aprons.
3. Require a parking attendant to be present onsite during all operating hours.
4. Require public restrooms remain locked when the facility is closed and outside operating hours.
5. Require the applicant to evaluate alternative landscaping enhancements, including larger landscape planters, where feasible and subject to approval by the Town Engineer.
6. Require submission of an updated traffic impact analysis as part of the Phase 2 Development Order application.
7. Add the Lee County Department of Transportation to the list of required governmental agencies from which permits or approvals must be obtained prior to development.

Applicants provided a revised version of the DA and site plan on the 9th of July.

Attachments:

1. Final_TC NS Ordinance 26-02 DA 6890 Estero Blvd (4)
2. Exhibit A to DA Ordinance with additional changes requested by Property Owner after LPA Hearing with Double Underlining
3. *****Exhibit A to Draft Home Rule Development Agreement: Legal Description
4. *****Exhibit A1 to Draft Home Rule Development Agreement: Boundary Survey
5. *****Exhibit B to Draft Home Rule Development Agreement : Title Opinion
6. *****Exhibit C to Draft Home Rule Development Agreement: Site Plan Phase 1
7. *****Exhibit D to Draft Home Rule Development Agreement: Site Plan Phase 2
8. Exhibit B to DA Ordinance -Site Plan 1 & 2
9. Exhibit C to DA Ordinance: Proposed Deviations
10. Exhibit D to DA Ordinance Condition for Approval
11. Staff Report TC - DA6890 Estero Blvd
12. HANDOUT - From Intevenor 6.16.26
13. INTERVENOR - Adversely affected party status letter to FMB

14. INTERVENOR - Max Resume March 18 2026
15. INTERVENOR - Wyndham presentation final
16. INTERVENOR - Proposed Presentation final

Financial Impact:
None

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Uma Sarmistha, Senior Planner	Created/Initiated - 7/17/2026
Frankie Kropacek, Community Development Director	Approved - 7/20/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/20/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/22/2026

ORDINANCE NO. 26-02
(Old Wyndham Garden Home Rule Development Agreement)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING OR DENYING A HOME RULE DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 6890 ESTERO BOULEVARD, FORT MYERS BEACH, FL, STRAP NOS. 03-47-24-W1-00003.0010 OWNED BY FMBH LLC, AS AUTHORIZED BY SECTION 2-100 OF THE TOWN'S LAND DEVELOPMENT CODE AND IN COMPLIANCE WITH THE PROCEDURES FOR APPLICATION AND APPROVAL OF DEVELOPMENT AGREEMENTS WITH TWO PHASES AND SEVEN DEVIATIONS FOR THE PURPOSE OF REDEVELOPMENT OF THE PROPERTY TO ALLOW RESTAURANT, ENTERTAINMENT, COMMERCIAL PARKING AND RECREATIONAL AREA; PROVIDING FOR TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO THE IDENTIFICATION OF THE PROPOSED USE OF THE PROPERTY, A FINDING OF CONSISTENCY WITH THE TOWN OF FORT MYERS BEACH COMPREHENSIVE PLAN, COMMITMENTS AND DEVELOPMENT OBLIGATIONS, DEVIATIONS NEEDED FOR DEVELOPMENT; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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 property owner, FMBH LLC, through its agent The Neighborhood Company (the "Applicant"), wishes to develop certain parcels of land in the Town of Fort Myers Beach, as more explicitly described in the Home Rule Development Agreement, attached hereto as Exhibit "A" (the "Development Agreement"); and

WHEREAS, the Property historically operated as the Holiday Inn and Wyndham Garden resort hotel and sustained substantial storm damage during Hurricane Ian in 2022; and

WHEREAS, the proposed Development Agreement allows phased redevelopment of the Property, while preserving the underlying Commercial Resort zoning and future redevelopment rights for a resort hotel use; and

WHEREAS, Phase 1 of the proposed redevelopment includes temporary mobile food vendor trailers, outdoor restaurant and entertainment uses, recreational uses, accessory parking, public beach access improvements, and associated site improvements; and

WHEREAS, Phase 2 includes construction of a wave dissipation wall, replacement of temporary trailers with permanent flood-compliant restaurant structures, expansion of recreational amenities, and shared/joint parking operations; and

WHEREAS, the Development Agreement includes seven (7) requested deviations from the Town Land Development Code related to parking surface materials, landscaping, buffering, parking stall delineation, internal landscaping standards, and shared parking operations; and

WHEREAS, following several meetings with Town Staff as provided in Resolution 24-247, the Applicant presented a Development Agreement to the Town's Local Planning Agency ("LPA") at its June 16, 2026 meeting and the LPA voted to recommend approval of the Development Agreement by a vote of 6 to 1, inclusive of a finding of consistency between the Development Agreement and the Town of Fort Myers Beach Comprehensive Plan; and

WHEREAS, the Town Council held its first reading and public hearing of Ordinance 26-02 containing the Development Agreement at its _ ____, 2026 Town Council meeting, during which the Town Council determined that the Development Agreement and the accompanying application **satisfied** the guidelines and criteria set forth in Sections 2-100 and 2-96 of the Town's Code of Ordinances and the procedures for approval of development agreements; and

WHEREAS, the Town Council approved scheduling a second reading and adoption public hearing on ____ __, 2026 regarding Ordinance 26-02 and the second public hearing was advertised on the __ day of ___, 2026 in the News-Press; and

WHEREAS, thereafter the Town Council held the second and final reading and public hearing to adopt Ordinance 26-02, containing the Development Agreement on __ __, 2026 and voted to **approve** the Development Agreement __ to _; and

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

WHEREAS, the Town Council determined that adoption of the ordinance, as provided herein is in the best interests of the health, safety, welfare, and morals of the Town's residents.

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

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

Section 2. The Town Council hereby formally approves the Development Agreement attached hereto as Exhibit "A"; Site Plan (phase 1 and 2) in Exhibit "B" with the seven Deviations

identified in Exhibit "C" and Conditions for Approval identified in Exhibit "D to Ordinance 26-02 and authorizes the Applicant to proceed with the development as further outlined therein.

Section 3. The Town Clerk is directed to record a copy of the Home Rule Development Agreement in the Official Records of Lee County, Florida.

Section 4. This Ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance was adopted by the Town Council upon motion by _____ and _____, and upon being put on a roll call vote, the results were as follows:

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

ADOPTED this ____ day of _____, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Town 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.

DRAFT

Attachments:
Exhibit A: Home Rule Development Agreement
Exhibit B: Site Plan for Phase 1 and 2
Exhibit C: Proposed Deviations
Exhibit D: Conditions for Approval

DRAFT

EXHIBIT A to the DA ORDIANCE

6890 ESTERO BLVD, FORT MYERS BEACH

HOME RULE DEVELOPMENT AGREEMENT

(Draft 07/06/2026)

THIS DEVELOPMENT AGREEMENT (hereinafter, "Agreement" or "Development Agreement") is entered into this _____ day of _____ 2026, by and between **THE TOWN OF FORT MYERS BEACH, FLORIDA**, a municipality of the State of Florida (hereinafter "Town"), having its principal office at 6231 Estero Boulevard, Fort Myers Beach, FL, and **FMBH LLC**, a Florida Limited Liability Company (hereinafter "Developer"), whose address is 4100 Corporate Square, Suite 155, Naples FL 34104.

WHEREAS, Section 2-100 of the Town's Land Development Code, authorizes it to enter into a home rule development agreement pursuant to article VIII, § 1(f), of the Constitution of the State of Florida and F.S. chs. 163, 166 and 380, and specifically recognized by the State Legislature in F.S. § 163.3220(5); and

WHEREAS, the Developer has requested approval of this Development Agreement pursuant to Section 2-96 of the Town's Land Development Code and Resolution 24-247, as amended; and

WHEREAS, Developer owns approximately 11.19+/- acres of land located within the Town, said property, said property, of which 3.79+/- acres are located landward of the 1978 Coastal Construction Control Line (hereinafter "CCCL"), being legally described in Exhibit "A" and boundary survey in Exhibit A1 attached hereto (hereinafter, "the Property"); and

WHEREAS the Town and the Developer desire to enter into this Agreement to provide for the approval and a comprehensive understanding of the development parameters consistent with the Town's Land Development Code and Comprehensive Plan as set forth herein; and

WHEREAS, prior to the public hearing held before the Town of Fort Myers Beach Local Planning Agency ("LPA") on the 16 day of June 2026, notice was provided pursuant to Sections 2-98 and 34-236 of the Town's Land Development Code and consistent with Florida Statute Section 163.3225, and the LPA reviewed the request and by a vote of 6 recommended 1 to the Town Council; and

WHEREAS, the Town conducted two public hearings on the_____day of_____, 2026, and the_____day of_____, 2026, prior to entering into this Agreement, both of which were properly noticed pursuant to Section 34-236 of the Town's Land Development Code and consistent with Florida Statute Sections 163.3225 and 166.041; and

WHEREAS, the Town Council has determined after consideration of the recommendation of the LPA, Town staff, and following two public hearings, which provided an opportunity for comment, testimony and evidence from the Developer, Town staff, and the public, the Town Council has determined that based upon competent and substantive evidence the Development Agreement is reasonable and not arbitrary and in the best interest of the Town and the residents of the Town Fort Myers Beach.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, for the purposes set forth in Section 2-100 and 2-96 of the Town's Land Development Code, the benefits to accrue to each party, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Town and the Developer agree as follows:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference. All exhibits to this Agreement are deemed a part hereof.

2. Property Subject to this Agreement. The real property described in Exhibit "A" and Exhibit "A1" ("Property"), is subject to the terms and conditions of this Development Agreement ("Agreement").

3. Ownership. Developer represents that it is the legal and equitable owner, having an interest in the Property pursuant to Instrument No.: 5295143 recorded November 20th, 2001, in the Official Records of Lee County, Florida, and as such may lawfully enter into this Agreement. The Town is in receipt of a title opinion from a Florida attorney upon which it can rely for the purpose of confirmation of the Developer's ownership representation as an Exhibit B.

4. Phased Development. This Agreement is for a phased development project. The Property will retain the underlying entitlements under the existing zoning, Commercial Resort (CR) and designation, Mixed Residential, pursuant to the Town's Land Development Code and Comprehensive Plan. This Agreement allows for the Property to be developed with a restaurant, open-air entertainment venue and accessory amenities, as discussed further below. This use is requested as recognition that there is immediate need and demand for food and entertainment venues on the south end of Fort Myers Beach, that redevelopment of the island will be an extended process, and that long-term the highest and best use of the property remains a commercial resort. The uses of the Property shall be governed by the corresponding Development Agreement Site Plans, attached as Exhibits C and D. Any additional use or configuration will require a new Development Agreement Site Plan.

5. Proposed Development and Use of Property. The subject property contains 11.19 acres (±487,436 square feet), more or less. The developable portion of the property encompasses 3.79 acres (±165,092 SF) located landward of the 1978 Coastal Construction Control Line (hereinafter "CCCL"). The development concept is for a restaurant and open-air family entertainment venue. Redevelopment of the subject property is proposed in two (2) Phases:
    - Phase 1: The intent of the first phase is to open a restaurant and entertainment venue on the Property as quickly as possible. In order to expedite the opening of this venue, temporary mobile vending trailers will be utilized to comply with FEMA and Florida Building Code flood regulations.
    - Phase 2: This phase will require the design, permitting and construction of a wave dissipation wall combined with a flood map revision to change the property's flood zone from VE to AE. The map change will allow for construction of permanent dry flood-proofed structures that will replace and eliminate the use of temporary trailers. Additionally, the recreation uses will be expanded to include a pool and lazy river. The two phases are described in more detail below.

6. Phase 1: The mobile vending and entertainment venue, will include the following principal commercial uses: a restaurant, bar and entertainment area provided via mobile vending/trailers and a tiki/pole barn structure (See paragraph 6.B) as depicted on the enclosed Development Agreement Site Plan: Phase 1 (Exhibit "C"). Accessory

uses will include, but are not limited to a parking lot, retail vending, outdoor seating, recreation area, and restrooms/comfort stations.

A. Mobile Vending/Entertainment Area: All mobile vending trailers and the tiki/pole barn structure will be located on a compacted subgrade area with pavers and mountable curbs, which will be a maximum of 13,000 square feet. A maximum of six mobile trailers will be allowed including the following: mobile restaurant/food service trailer, mobile bar/beverage station trailer, walk-in freezer trailer, walk-in cooler trailer, dry storage trailer and a mobile restrooms/comfort station trailer. All trailers will comply with Town and FEMA requirements and at a minimum will be:

- Licensed and registered in accordance with state and local requirements,
- Removable within four (4) hours of a hurricane watch, and
- Towable by a light-duty vehicle or self-propelled.

B. Tiki/Pole Barn Structure: A tiki/pole barn structure, not to exceed 11,200 square feet, will provide covered outdoor seating, and space for live entertainment and dancing. All required permits through the Town of Fort Myers Beach, and other required permitting authorities will be obtained prior to constructing the structure in accordance with the following:

- Height: The tiki structure will comply with the maximum height of 30 feet as allowed in the underlying Commercial Resort (CR) zoning district.
- Setbacks: The tiki structure will exceed LDC-required setbacks and at a minimum will be located 200 feet from Estero Boulevard, 100 feet from the northern boundary and 200 feet from the southern boundary.

C. Recreation Area: The site will contain an accessory recreation area no larger than 19,000 square feet as depicted in Exhibit “C”. This area may contain, but is not limited to, the following uses: beach chair seating; picnic tables; rental of beach chairs, umbrellas, cabanas and beach accessories; parasailing and personal watercraft vending; and outdoor games such as beach volleyball, cornhole and bocce ball. This recreation area does not prohibit the property owner or designee(s) from operating a chair rental and/or personal watercraft/watersport vending business on the portion of the beach outside the Recreation Area, as may be allowed by Town permits.

D. Consumption of Premises (COP). Outdoor service and consumption on premises will be limited to the Mobile Vending/Entertainment Area and Recreation Area as depicted in Exhibit “C”. The COP boundary will be delineated by ropes and bollards and will encompass a maximum of 32,000 square feet. A portion of the COP area can extend into the EC zoning district but cannot extend any further than 30’ seaward of the 1978 CCCL and cannot be any wider than 121’ as previously approved by Special Exception COP2012-0007.

E. Parking. The Mobile Vending/Entertainment and Recreation Areas will require 144 parking spaces. 163 vehicle parking spaces are provided as well as 5 golf

cart parking spaces. The parking lot is accessory to the principal uses and can be offered as paid or unpaid parking.

1. Controlled Access. Vehicular access to the parking lot will be managed and monitored by a parking lot attendant. The attendant will be present on-site from 6:30am until 9:30pm. After regular hours of operation, access will be restricted by bollards and chains.
2. Parking surface: Consistent with the low turn-over parking and the deviation request below, the parking surface can consist of stabilized gravel, lime rock, or crushed shell.
3. Parking Internal Landscape: Landscaping internal to the parking lot will be consistent with Exhibit "C" and a deviation from LDC Section 10-416(c)(2) presented below. Internal landscaping will be limited to terminal islands at the end of parking aisles and perimeter landscaping. The terminal islands will be comprised of bushes and mulched planting beds.
4. Parking Space Delineation: Individual parking spaces will be delineated with ropes and bollards. The ropes will be painted to identify each parking stall meeting minimum stall widths identified in LDC Section 34-2016. A deviation for this delineation method is included below.
5. Lighting: Permanent code-compliant lighting will be installed as part of Phase 1. A detailed lighting plan and required photometrics will be provided at development order stage. Additional lighting may be needed for the southern parking area. If so, it will be installed as part of Phase 2 and will meet all lighting requirements.

BALANCE OF THE PAGE LEFT PURPOSELY BLANK

7. Phase 2: The restaurant, open-air entertainment and recreation venue will include the following primary commercial uses: a restaurant, bar and entertainment area provided via a two-story pole barn/tiki structure (See paragraph 4.B) and as depicted on the enclosed Development Agreement Site Plan: Phase 2 (Exhibit "D"). Accessory uses will include, but are not limited to a parking lot, retail vending, outdoor seating, recreation area, and restrooms.

   A. Restaurant/Entertainment Area: All mobile vending trailers will be eliminated from Phase 2 and a permanent restaurant with bar will be constructed within the existing tiki/pole barn structure. The enclosed restaurant will be a maximum of 5,000 square feet and the accessory bar area will not exceed 1,500 square feet. The reconfigured Restaurant/Entertainment Area will not exceed 11,500 square feet.

   B. Tiki/Pole Barn Structure: As part of Phase 2 the existing tiki/pole barn structure will be modified to incorporate a permanent restaurant and bar area. However, the size, location and configuration of the tiki/pole barn structure will remain the same.

   C. Restrooms/Comfort Stations: The mobile bathrooms/comfort station trailer will be eliminated in Phase 2 and will be replaced by permanent ground level restrooms/comfort stations meeting all building code requirements. The restrooms/comfort station facilities will be open to the general public during standard hours of operation. The restrooms will remain locked outside of operating hours.

   D. Recreation Area: As part of Phase 2, the size of the recreation area will increase slightly to a maximum of 21,500 square feet and will be modified to include a pool and lazy river as depicted in Exhibit "D". Allowed accessory uses outlined in Phase 1 will be expanded to include the pool and lazy river.

   E. Consumption on Premises (COP). Outdoor service and consumption on premises will be limited to the Restaurant/Entertainment Area and Recreation Area as depicted in Exhibit "D". The COP boundary will be delineated by ropes and bollards with signage indicating where COP boundary ends. The COP area will encompass a maximum of 33,000 square feet. A portion of the COP area can extend into the EC zoning district but cannot extend any further than 30' seaward of the 1978 CCCL and cannot be any wider than 121' as previously approved by Special Exception COP2012-0007.

BALANCE OF THE PAGE LEFT PURPOSELY BLANK

F. Parking. The required parking for the Restaurant/Entertainment and Recreation Areas will increase slightly to 147 spaces. However, in Phase 2, the parking lot will be modified to meet LDC internal landscaping requirements or landscape requirements as allowed via an alternative landscape betterment plan. The parking lot will also be expanded to provide an additional parking area along the southern portion of the property. This additional parking will address potential overflow parking needs and provide a restricted-access joint parking area as described below. Phase 2 will provide a total of ±237 parking spaces and 10 golf cart spaces.

1. Controlled Access. Vehicular access to the parking lot will be managed and monitored by a parking lot attendant and/or via ticketing booths and automated gates. After regular hours of operation, access will be restricted by gates. The parking is monitored by a parking attendant, the attendant will be present from 6:30am until 9:30pm.
2. Parking surface: Consistent with the low turn-over parking and the deviation request below, the parking surface can consist of stabilized gravel, lime rock, or crushed shell. Consistent with LDC Sec. 34-1749 the two points of ingress and egress will provide paved driveway aprons as depicted on Exhibits C and D. These aprons will provide smooth transitions and allow vehicular stacking.
3. Parking Internal Landscape: Will be consistent LDC Section 10-416(c)(2) or as otherwise allowed via an alternative landscape betterment plan.
4. Parking Space Delineation: Individual parking spaces will be delineated with wheel stops.
5. Lighting: Additional lighting improvements needed for Phase 2 will meet all LDC requirements.
6. Joint Parking Area: The joint parking area will be secure, gated and when in use as a joint parking area will be accessed by authorized personnel only and will be allowed to operate in the evening and overnight. All vehicles within the joint parking area will need to be identified by a valid parking pass from a hotel or restaurant participating in a joint parking agreement.

8. Vehicular Access: The site will be accessible through a maximum of two access points. As depicted in Exhibit “C” & “D”, the northern access point will allow ingress and egress movements, whereas the southern access point will be egress only. Depending on seasonality and parking demand, one or both access points may be utilized at the discretion of the owner/operator.

9. Other Permitted Use: Other permitted uses of the land will be those allowed in the underlying CR zoning district, as further discussed in section 30 below. Any additional uses or increase in intensity will require an amendment to this Agreement.

BALANCE OF THE PAGE LEFT PURPOSELY BLANK

10. Duration of Each Phase: Uses granted via this Agreement and outlined above shall continue until developer takes action inconsistent with this Agreement, seeks an amendment, or terminates this Agreement as discussed in Section 21 herein.

- Phase 1: The Developer must apply for a Development Order (DO) or Limited Development Order (LDO) or LDO Amendment for Phase 1 within 90 days of the effective date. Within 90 days of DO or LDO approval the Applicant will submit for building permits. In the event no building permits are applied for by the Developer within 90 days of the DO or LDO approval, the Agreement will terminate. Construction activities must be completed within 1 year of building permit issuance.
- Phase 2: This phase is contingent upon approval and construction of a wave dissipation wall followed by a flood map revision from VE to AE. This process will most likely take 18-24 months. The Developer must commence permitting of the wave dissipation wall within 120 days of the effective date. Construction activities for the wave dissipation wall must begin within 90 days of final permitting approval. Construction of the permanent restaurant, bar and restrooms/comfort stations will commence once the map revision has been approved and must be completed within 1 year of commencement. Once constructed, mobile operations shall cease.
- In the event Phase 2 does not commence within five (5) years of Certificate of Occupancy issuance for Phase 1, Developer shall provide written notice to Town requesting extension, amendment, or termination of this Development Agreement.

11. Public Facilities. The following public facilities will serve the Proposed Development:

A. Potable Water: Potable water will be supplied by the Town of Fort Myers Beach and is presently adequate to serve the Proposed Development. Notwithstanding the foregoing, nothing in this Agreement will be interpreted nor is it the intent of the parties to create a reservation of capacity. Capacity for the project will be based on its availability at the time of submission of a Development Order.

B. Sanitary Sewer: Wastewater services will be provided by Lee County, which are presently adequate to serve the Proposed Development. Notwithstanding the foregoing, nothing in this Agreement will be interpreted nor is it the intent of the parties to create a reservation of capacity. Capacity for the project will be based on availability at the time of submission of a Development Order.

C. Solid Waste: Developer will coordinate solid waste services with Lee County, the Town, or a third-party service provider, adequate to serve the Proposed Development, prior to issuance of the development order. Notwithstanding the foregoing, this does not create a reservation of capacity. Capacity for the project will be based on availability at the time of submission of a building permit.

D. Drainage: Drainage will be in accordance with the applicable permits to be issued by the Town of Fort Myers Beach.

E. Fire and Rescue: Fire control and rescue services will be provided by the Fort Myers Beach Fire Control District, and Emergency Medical Services will be provided by Lee County Emergency Medical Services. It is the responsibility of the developer to verify the adequacy of service available from the designated entities

at the time of submission of a Development Order.

Developer agrees to pay any legally imposed impact fees and/or proportionate fair share contributions for necessary utility infrastructure and services necessitated by the redevelopment of the subject property.

12. Environmentally Sensitive Land. No structures will be erected within the EC-zoned portion of the property (i.e. seaward of the 1978 CCCL). However, limited recreational, outdoor seating and COP uses will be allowed within a 30' x 121' area depicted in Exhibits C and D.

13. Threatened and Endangered Species. There are no threatened or endangered species on the developable portion of the property (i.e. landward of the 1978 CCCL).

14. Conflicts. Any conflict between the matters set forth in this paragraph and other paragraphs in this Agreement will be resolved in favor of the terms and conditions in this paragraph. Moreover, this Agreement identifies known instances in which the proposed redevelopment conflicts with the Town's existing Land Development Code. Any ambiguity with respect to whether this Development Agreement or an ordinance is to control will be interpreted to favor the ordinance. Failure of this Development Agreement to address a particular permit condition, term or restriction will not relieve the owner or developer of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions. Any matter or action required under existing ordinances of the town will not be otherwise amended, modified or waived, unless such modification, amendment or waiver is expressly provided for in the Development Agreement with specific reference to the Code provision so waived, modified or amended ("Deviations").

15. Development Permits Needed for Proposed Development. A list of all known governmental permits that may be needed for the Proposed Development is set forth below:

    A. Town of Fort Myers Beach Development Order
    B. Town of Fort Myers Beach Building Permit
    C. South Florida Water Management District Environmental Resource Permit
    D. FDEP Wastewater Permit
    E. FDEP Coastal Construction Permit(s)
    F. LCDOH Potable Water Permit
    G. FEMA Flood Map Revision
    H. Lee County Department of Transportation

The failure of this Agreement to address a particular permit, condition, term or restriction will not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. The Developer will be responsible at its sole cost for obtaining any required approval and will not in any manner obligate the Town or any other governmental agency to grant other required permit approvals. Any reliance on this Agreement or expenditures in pursuance of its terms or any rights accruing to the Developer will not vest any development right in the Developer or the project to a continuation of this Agreement.

16. Developer Commitments and Conditions of Approval. For and in consideration of the benefits received pursuant to this agreement, the Developer agrees to the following commitments, obligations, and associated public benefits, which are deemed to be in the public interest.

A. Public Beach Access. In Phase 1 of this project, and at no cost to the Town, the Developer will construct a 10-foot-wide multi-use pathway, from Estero Boulevard to the 1978 CCCL, but public access will extend along the beach portion of the property all the way to the mean high-water line along the northern property line as depicted in Exhibit "C" and "D". This Public Beach Access will remain for the entirety of this Development Agreement.

B. Public Restrooms/Comfort Stations. In Phase 1 and at no cost to the Town, the Developer will provide mobile restrooms/comfort stations which will be available to the commercial use patrons and general public. In Phase 2, permanent at-grade restrooms/comfort stations will be constructed and will replace the trailer facilities. The permanent restrooms/comfort stations will remain available to patrons and the general public. In both phases, the restrooms will be locked outside of operating hours, with staff unlocking restrooms upon their arrival and ensuring the facilities are locked when the last staff or employee leaves the Property.

C. Limited Commercial Uses. For the duration of this Development Agreement, the Developer voluntarily limits development to the uses and intensities identified herein.

D. Maintaining View Corridors. The limited uses outlined in this agreement and depicted in Exhibits "C" and "D" will provide and maintain viewsheds/view corridors of the beach, gulf and open sky.

E. Florida Friendly Landscaping. Required landscaping for this development will use Florida Friendly plantings that are salt and drought resistant and require little or no irrigation.

F. Hours of Operation. The Developer will voluntarily limit hours of operation for the restaurant/entertainment area and accessory recreation area from 7AM to 9PM. Notwithstanding the joint parking area, parking operations will also be limited to 7 AM to 9 PM.

G. Sound Regulations.
    i. Amplified Sound. Amplified sound for the restaurant/entertainment and recreation areas as depicted in Exhibit "C" and "D" will be allowed from 12 PM to 9 PM. Live music will be allowed within the tiki/pole barn structure only and all sound will be direct toward the beach and gulf during both phases of this Development Agreement.
    ii. Ambient Sound. Ambient Sound will be permitted during Phase 2 surrounding the pool and lazy river. Sound will be dispersed through small speakers directed towards the water features. Ambient Sound will be permitted from 10AM to 9PM.

H. Turtle Compliant Lighting. All lighting on site will be compliant with turtle protection requirements from the Town of Fort Myers Beach.

I. Bike Parking. The Developer will provide a minimum of three bike racks or twelve bike parking spaces.

J. Golf Cart Parking. As part of Phase 1, a minimum of five golf cart parking spaces will be provided. As part of Phase 2, a minimum of 10 golf cart parking spaces will be provided.

K. Improved Stormwater Management. This project will be required to obtain an Environmental Resource Permit which will ensure that all storm water will be stored and treated onsite.

L. Emergency Vehicle Access to the Beach. This site has been designed to provide emergency vehicles with easy access to the beach via the 10' multi-use path which will include 10' of stabilized subgrade directly abutting the pathway.

M. Post-Hurricane Staging and Recovery. In the advent of a major storm, the applicant shall allow the Town and other emergency management entities to stage operations in the parking lot. Moreover, this site provides easy access to the beach, and the Phase 1 configuration can easily accommodate food trucks and mobile food services to aid in recovery efforts.

N. Proposed Uses. The proposed restaurant, entertainment, recreation and joint parking uses fulfill a significant demand on the south end of the island and will benefit residents, visitors, other local businesses and Town's overall recovery. Additionally, the proposed uses in conjunction with the public beach access and public restrooms help "democratize" the beach and promote a fun and relaxed beach/island vibe that is desired.

O. Positive Economic Impact. The proposed project will take unproductive vacant property and turn it into an economically productive asset that will create direct and indirect economic impacts to the town including ad-valorem taxes, sales tax, employment, and secondary impacts to other island businesses.

P. Wave Dissipation Wall. Phase 2 of the project will include the construction of a wave dissipation wall. This wall will protect the subject property and properties to the east of it. It represents a significant infrastructure investment that contributes to improving resiliency for all of Fort Myers Beach.

Q. **Noise Mitigation.** Developer shall include sound curtains along the southern and northern sides of the tiki/pole barn to mitigate potential noise impacts.

R. **Signage.** Developer shall include the following signs on the Property for the duration of the Development Agreement, (which will be consistent with the Vehicle Visibility at Intersection requirements found in Sec. 34-3131):

i. **COP Boundary** – Signage indicating perimeter of COP Boundary

ii. **Parking for Patrons only** - Signage shall be visible from Estero Boulevard indicating the parking is for patrons only and violators will be subject to towing at their own expense.

S. **Traffic Study.** Prior to Phase 2, Developer shall conduct a traffic study and submit to the Town for approval in order to develop the Joint Shared Parking on the southern portion of the Property.

17. Deviations. The following deviations are granted pursuant to this Agreement in compliance with the Comprehensive Plan, and found to achieve the objectives of the proposed development, benefit the public interest, and preserve and promote the public health, safety and welfare:

1. Deviation From LDC Section 34-2017, which requires high turnover parking lots to have a paved surface, to allow a stabilized gravel/lime rock/crushed shell parking surface. Both points of ingress/egress will include paved aprons as depicted on Exhibits C & D.
2. Deviation from LDC Section 10-416(c)(2)d, which requires that no more than an average of ten parking spaces can occur without a landscape island, to allow internal landscaping as depicted in Exhibit "C". This deviation applies to Phase 1 only. Phase 2 will comply with requirements of this code section.
3. Deviation from LDC Section 10-416(d)(2) table 10-8, which requires a 15-foot-wide Type D buffer when the proposed parking and vehicle use area abuts a right-of-way or road easement, to allow for a minimum 10-foot-wide Type D buffer.
4. Deviation from LDC Section 10-416(d)(2) table 10-8, which requires a 15-foot-wide Type C buffer or a 30-foot-wide Type F buffer when a commercial use abuts a multi-family residential use, to allow for a 20-foot-wide Type F with a chain link fence.
5. Deviation from LDC Section 34-2016(4) which requires individual parking stalls to be delineated with parking blocks (aka wheel stops) to allow a rope and bollard system where 8.5' rope segments are painted white to delineate the width of individual parking stalls. This deviation applies to Phase 1 only. Phase 2 will comply with this code section.
6. Deviation from LDC Section 10-416(c) which requires internal landscaping including landscape island frequency, ground cover material and dimensions to limit landscape islands to terminal islands at the end of drive aisles and allow them

to be comprised of hedges in combination with mulch as groundcover. This deviation applies to Phase 1 only. Phase 2 will comply with this code section.

7. Deviation from LDC Section 34-2018 which allows the joint use of parking lots for unrelated businesses within 750', to allow the joint use parking area for any business on the island with valet parking. This deviation applies to Phase 2 only.

BALANCE OF THE PAGE LEFT PURPOSELY BLANK

18. Consistency with the Comprehensive Plan and Land Development Code. The Proposed Development outlined in this Agreement is consistent with the Town of Fort Myers Beach Comprehensive Plan and Land Development Code. The deviations approved as part of this Agreement are necessary for the zoning district or land use plan designations on the Property that is the subject of this Agreement. This Agreement has been reviewed and approved by the Town in a manner consistent with the procedures required of a planned development rezoning and this approval and procedure is deemed tantamount to and commensurate to a planned development for purposes of determining consistency with the Comprehensive Plan as outlined in Resolution 24-247. Notwithstanding the foregoing, the deviations identified in paragraph 17 are approved.

19. Existing Ordinances. Any matter or thing required to be performed under existing ordinances of the Town will not be otherwise amended, modified or waived, except as such modification, amendment or waiver is expressly provided for herein.

20. Post Development Agreement Requirements. Prior to the issuance of any building permits being issued for the development the following must occur:

    A. All existing and proposed utilities and the manner in which existing utilities will be extended to the site and/or expanded for the use of the development including water, sewer, gas, electricity, cable television, and other utilities will have been approved by the Town; and
    B. The proposed grading plan and elevation requirements of the town, including, but not limited to those related to the National Flood Insurance Program as applicable to the town will have been approved by the town; and
    C. All other town requirements necessary for the initial building permits to build the proposed project on the Land.
    D. The Town will not have any liability whatsoever for any expenses or other damages that may be incurred as a result of denial of the Development Agreement or for denial of building permits due to the failure to meet the Town's requirements as to any Post-Development Agreement requirements.

BALANCE OF THE PAGE LEFT PURPOSELY BLANK

21. Amendment and Termination.

A. This Agreement may be amended or terminated with the Parties' mutual consent, in writing signed by both Parties.

B. This Agreement may be amended administratively by Town staff and the Developer without the need for approval by Town Council to provide for changes to the site plan and/or the Conceptual Plans provided such changes do not include new permitted uses, increased building intensity, density, and height. Substantial deviation from the approved Site Plans will require approval by Town Council. Substantial deviation include but are not limited to, negative external impacts to adjacent properties.

C. At Developer's option, Developer may terminate this Agreement at any time prior to the issuance by the Town of a building permit for any portion of the Proposed Development of the Property. Notwithstanding the foregoing, in the event of termination, Developer will not leave any improvements in an unsafe condition.

D. Upon completion of construction contemplated in this Agreement, should developer submit a development order and/or building permit to construct a resort, in compliance with the regulations in the Town's Land Development Code and further stated herein, such an application will terminate this Agreement. The Property will be governed by the Town's Land Development Code as stated in Section 30 below, or in compliance with the Land Development Code in existence at the time of application, whichever is greater. As such, the property owner and developer retains the right to build a commercial resort consistent with the Land Development Code and 2045 Comprehensive Plan through the development order and/or building permit process. However, any future proposed development of a commercial resort not in compliance with the existing regulations shall require an amendment of this Agreement before Town Council. Alternatively, this Agreement shall terminate upon the approval of a rezoning application submitted by the property owner.

22. Notices. All notices required or permitted under this Agreement will be in writing and will be mailed by certified mail, return receipt requested to the following addresses, or to such other person or address as any Party may designate from time to time in writing:

If to the Developer: John Callis
FMBH, LLC
4100 Corporate Square, Suite 155
Naples, FL 34104

If to the Town: Town Manager

with a copy to: Town Attorney

23. Remedies. Any material breach of this Agreement may be enforced by either party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting party has been given notice and ninety (90) days in which to cure the default. If the default cannot reasonably be cured within the ninety (90) day period, such period will be extended if the cure is commenced within such ninety (90) days and the defaulting party is proceeding with due diligence for such period of time reasonably required to complete such cure.

24. Governing Law. This Agreement will be construed and interpreted according to the laws of the State of Florida, and venue with respect to any litigation between the Parties related to this Agreement will be exclusively in Lee County, Florida.

25. Enforcement. In the event the Developer, upon approval of the Development Agreement, fails to comply with the terms of this Agreement, the Town may bring an action in a court of law with competent jurisdiction to protect its rights and interests as provided herein. All associated reasonable costs and attorney's fees will be reimbursed to the Town if an action at law is necessary regardless of whether the Town is the prevailing party thereunder. In no event will the Town be liable for payment of the Developer's attorney fees.

26. Post Development Agreement Liability. The parties acknowledge that the Town will not have any liability for any expenses or other damages that may be incurred as a result of denial of building permits due to the failure of the proposed development to meet the Town's requirements as to any Post-Development Agreement requirements.

27. Severability. If any part, term, or provision of this Agreement is held to be illegal, void, or unenforceable, the remaining portions or provisions of this Agreement will not be affected or impaired, each remaining provision will remain in full force and effect, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

28. Entire Agreement; Termination of Prior Agreements. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement will supersede all previous communications, representations, or agreements, either verbal or written, regarding the Proposed Development of the Property between the Parties.

29. Covenants Running with the Land and Successors and Assigns. The obligations imposed and entitlements created pursuant to this Agreement are subject to the temporal limits within this agreement and bind the Developer's successors and assigns to the covenants as set forth in this Agreement and will be enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees, and assigns. The obligations of the Developer may be assigned to one or more successor developers or, property owners associations, and the Developer will thereafter be relieved of all obligations hereunder.

30. Existing Entitlements. Prior to adoption of this Agreement, the Town adopted a new Comprehensive Plan, "Town of Fort Myers Beach 2045 Comprehensive Plan," however, as of date of this application, the Town has not amended the Land Development Code to coincide with the new Comprehensive Plan. The Parties acknowledge the new Comprehensive Plan applies to the Property as well as the Land Development Code in effect as of April 2026. However, given the inconsistencies between the Land Development Code and the new Comprehensive Plan, it is important to memorialize the regulations of the Property at time of this Agreement.

The Property is currently zoned Commercial Resort which permits the following uses pursuant to Section 34-622 of the Town's Land Development Code:

A. Permitted by Right:
    i. Bed-and Breakfast Inn

ii. Hotel/Motel
iii. Rental of any permitted dwelling unit for period of one day or longer;
iv. Resort
v. Timeshare Units
vi. Health care facility
vii. Offices general or medical
viii. Personal Services
ix. Dwelling unit, whether single family or multiple-family
x. Rooming house.

B. Accessory Uses:
i. On-premise consumption of alcoholic beverages
ii. Resort accessory uses
iii. Personal services
iv. Subordinate commercial uses
v. Recreation facility private on-site
vi. Rental of beach furniture. (when accessory to multi-family residential building near Gulf of Mexico with more than fifty dwelling units).
vii. ATM

The Town's 2045 Comprehensive Plan and corresponding Future Land Use Map designate the Property as Medium Residential within the Santini Village Mixed-Use District. Policy FLU-1-B-2c5(e) provides the maximum non-residential FAR is 2.5 and the maximum density is up to six (6) dwelling units per acre.

The Property is subject to the following development regulations pursuant to Town's Land Development Code Section 34-645 and table 34-3:

SETBACKS	Street	10 feet
	Side	Waterfront lot: 20 feet
	Rear	20 feet
	Gulf	50 feet
Lot Size	Area	20,000 sq feet
	Width	100 feet
	Depth	100 feet
Building Coverage		40%
Residential Density		6 units per acre
Floor Area Ratio (FAR)		1.2
Building Height		30 feet or 3 stories

The Town's Land Development Code and 2045 Comprehensive Plan evaluate transient units differently. Under the Town's 2045 Comprehensive Plan, Transient Units are evaluated using FAR calculations, as discussed above. Conversely, under the Land Development Code, Section 34-1803, hotel/motel intensity is calculated using equivalency factors based on the future land use designation of the property and size of the units. Pursuant to this section, the equivalency factors for Mixed

Residential [1] range from 1.0 to 2.0.

Prior to Hurricane Ian, the Property included a Commercial Resort with 103 units in buildings two-story in height. This intensity is consistent with the Town's 2045 Comprehensive Plan and the Town's Land Development Code which permits Commercial Resort to have an FAR not to exceed 1.2.

31. Effective Date and Duration. This Agreement will become effective upon full execution by both Parties and recording of the Agreement in the Public Records of Lee County pursuant to paragraph 32 below. The Developer must apply for a development order for at least a portion of the development contemplated herein within 90 days of the effective date. In the event no building permits are applied for by the Developer within a year of the effective date, the Agreement will terminate. Permitting and Construction activities must be completed as outlined in paragraph 10 above.

32. Recording of Agreement. This Agreement will be recorded by the Town in the Public Records of Lee County within fourteen (14) days of approval by the Town. The costs of recording this Agreement will be paid by the Developer.

33. Representation and Warranties. The parties make the following representations to each other as stated herein:

A. The execution, delivery and performance of this Agreement by the Developer and a third party will not violate any law, or the term s of any agreement by which they are bound.
B. The Town and Developer have the power and authority to enter into this Agreement, and to perform the development as set forth herein, and all the documents have been duly authorized, executed, and delivered and the transactions contemplated herein have been duly authorized.
C. This Agreement constitutes a valid and legally binding obligation of the Developer and the Town after independent investigation by both of the information contained herein and is enforceable in accordance with its terms.

BALANCE OF THE PAGE LEFT PURPOSELY BLANK

ATTEST:

TOWN OF FORT MYERS BEACH FLORIDA, a Florida municipal corporation

Amy Baker, Town Clerk

Dan Allers, Town Mayor

Approved as to form and legality for use and reliance only by the Town of Fort Myers Beach, Florida:

Vose Law Firm, Town Attorney

Exhibits:

A. Legal Description and
A1. Boundary Survey
B. Title Opinion
C. Development Agreement Site Plan: Phase 1
D. Development Agreement Site Plan: Phase 2

LEGAL DESCRIPTION

(PER O.R. BOOK 3452, PAGE 350)

(6890 Estero Boulevard)

ALL OF THAT PORTION OF THE SOUTH 460 FEET OF THE NORTH 1060 FEET OF GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 47 SOUTH, RANGE 24 EAST, LYING WEST OF ESTERO BOULEVARD (S.R. 865) TO THE GULF OF MEXICO, LESS SO MUCH THEREOF, LYING WEST OF THE APPROXIMATE MEAN HIGH TIDE LINE IF THE GULF OF MEXICO IN MARCH OF 1972, AS THE SAME IS SHOWN AND LOCATED ON SURVEY PREPARED BY JOHNSON ENGINEERING INC., TITLE "BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY – PARCEL IN GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 47 SOUTH, RANGE 24 EAST, ESTERO ISLAND, LEE COUNTY, FLORIDA", DATED JANUARY, 1987, PROJECT No. 15767, FILE NO. 3-47-24.

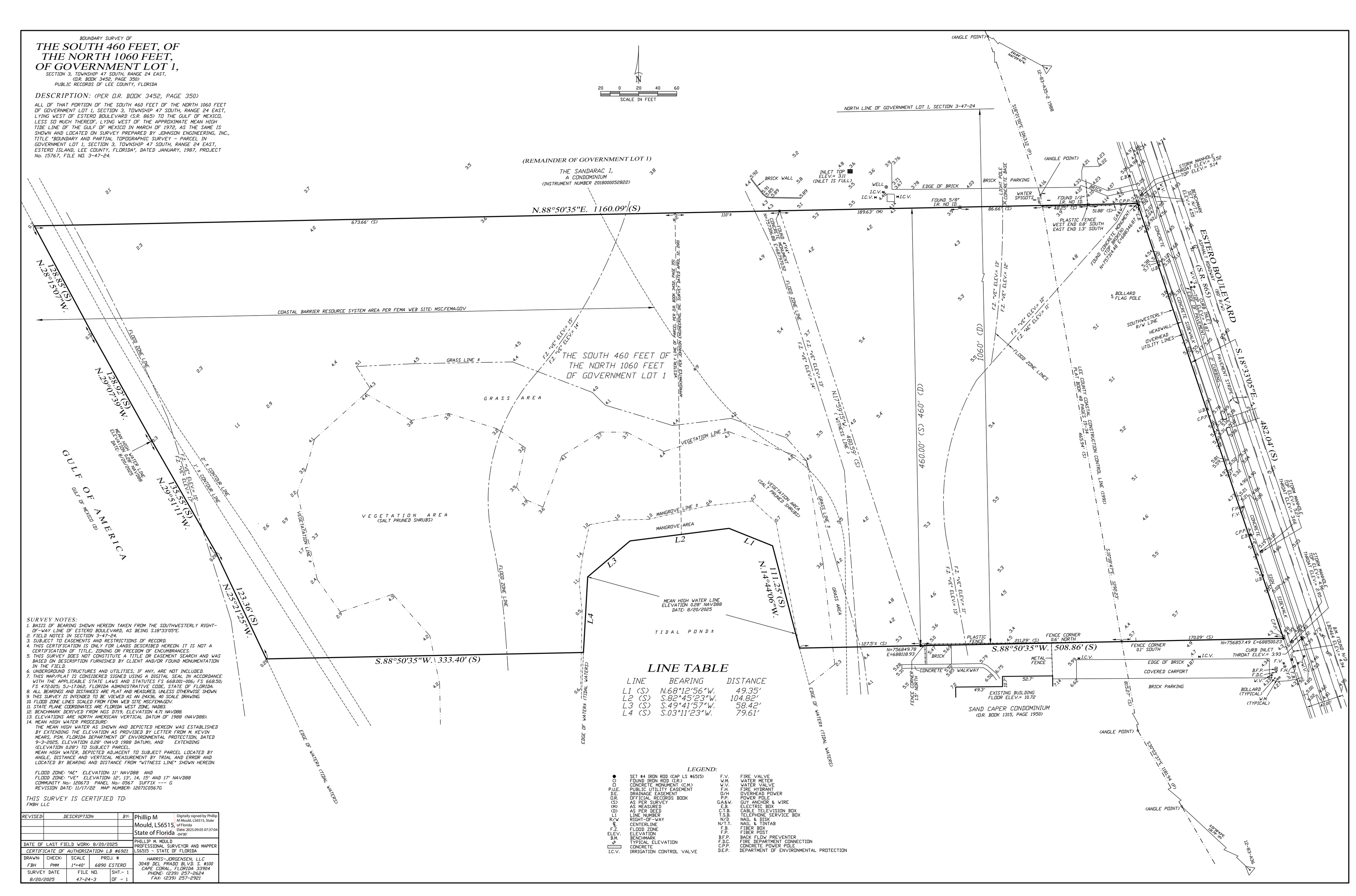
BOUNDARY SURVEY OF

THE SOUTH 460 FEET, OF THE NORTH 1060 FEET, OF GOVERNMENT LOT 1,

SECTION 3, TOWNSHIP 47 SOUTH, RANGE 24 EAST,
(O.R. BOOK 3452, PAGE 350)
PUBLIC RECORDS OF LEE COUNTY, FLORIDA

DESCRIPTION: (PER O.R. BOOK 3452, PAGE 350)

ALL OF THAT PORTION OF THE SOUTH 460 FEET OF THE NORTH 1060 FEET OF GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 47 SOUTH, RANGE 24 EAST, LYING WEST OF ESTERO BOULEVARD (S.R. 865) TO THE GULF OF MEXICO, LESS SO MUCH THEREOF, LYING WEST OF THE APPROXIMATE MEAN HIGH TIDE LINE OF THE GULF OF MEXICO IN MARCH OF 1972, AS THE SAME IS SHOWN AND LOCATED ON SURVEY PREPARED BY JOHNSON ENGINEERING, INC., TITLE "BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY – PARCEL IN GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 47 SOUTH, RANGE 24 EAST, ESTERO ISLAND, LEE COUNTY, FLORIDA", DATED JANUARY, 1987, PROJECT No. 15767, FILE NO. 3-47-24.



LINE TABLE

LINE	BEARING	DISTANCE
L1 (S)	N.68°12'56"W.	49.35'
L2 (S)	S.82°45'23"W.	104.82'
L3 (S)	S.49°41'57"W.	58.42'
L4 (S)	S.03°11'23"W.	79.61'

SURVEY NOTES:

1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ESTERO BOULEVARD, AS BEING S.18°33'05"E.
2. FIELD NOTES IN SECTION 3-47-24.
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; 5J-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 24X36, 40 SCALE DRAWING.
10. FLOOD ZONE LINES SCALED FROM FEMA WEB SITE MSC.FEMA.GOV.
11. STATE PLANE COORDINATES ARE FLORIDA WEST ZONE, NAD83.
12. BENCHMARK DERIVED FROM NGS D719, ELEVATION 4.71 NAVD88.
13. ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
14. MEAN HIGH WATER PROCEDURE:
    THE MEAN HIGH WATER AS SHOWN AND DEPICTED HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION AS PROVIDED BY LETTER FROM M. KEVIN MEARS, PSM, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DATED 9-3-2025, ELEVATION 0.28' (NAVD 1988 DATUM), AND EXTENDING (ELEVATION 0.28') TO SUBJECT PARCEL.
    MEAN HIGH WATER, DEPICTED ADJACENT TO SUBJECT PARCEL LOCATED BY ANGLE, DISTANCE AND VERTICAL MEASUREMENT BY TRIAL AND ERROR AND LOCATED BY BEARING AND DISTANCE FROM "WITNESS LINE" SHOWN HEREON.

    FLOOD ZONE: "AE" ELEVATION: 11' NAVD88 AND
    FLOOD ZONE: "VE" ELEVATION: 12', 13', 14, 15' AND 17' NAVD88
    COMMUNITY No.: 120673 PANEL No.: 0567 SUFFIX: --- G
    REVISION DATE: 11/17/22 MAP NUMBER: 12071C0567G

THIS SURVEY IS CERTIFIED TO:
FMBH LLC

LEGEND:

●	SET #4 IRON ROD (CAP LS #6515)	F.V.	FIRE VALVE
O	FOUND IRON ROD (I.R.)	W.M.	WATER METER
□	CONCRETE MONUMENT (C.M.)	W.V.	WATER VALVE
P.U.E.	PUBLIC UTILITY EASEMENT	F.H.	FIRE HYDRANT
D.E.	DRAINAGE EASEMENT	D/H	DVERHEAD POWER
O.R.	OFFICIAL RECORDS BOOK	P.P.	POWER POLE
(S)	AS PER SURVEY	G.A&W.	GUY ANCHOR & WIRE
(M)	AS MEASURED	E.B.	ELECTRIC BOX
(D)	AS PER DEED	C.T.B.	CABLE TELEVISION BOX
L1	LINE NUMBER	T.S.B.	TELEPHONE SERVICE BOX
R/W	RIGHT-OF-WAY	N/D	NAIL & DISK
℄	CENTERLINE	N/T.T.	NAIL & TINTAB
F.Z.	FLOOD ZONE	F.B.	FIBER BOX
ELEV.	ELEVATION	F.P.	FIBER POST
B.M.	BENCHMARK	B.F.P.	BACK FLOW PREVENTER
⌀	TYPICAL ELEVATION	F.D.C.	FIRE DEPARTMENT CONNECTION
▭	CONCRETE	C.P.P.	CONCRETE POWER POLE
I.C.V.	IRRIGATION CONTROL VALVE	D.E.P.	DEPARTMENT OF ENVIRONMENTAL PROTECTION

REVISED	DESCRIPTION	BY

Phillip M Mould, LS6515, State of Florida
Digitally signed by Phillip M Mould, LS6515, State of Florida
Date: 2025.09.05 07:37:04 -04'00'

DATE OF LAST FIELD WORK: 8/20/2025

PHILLIP M. MOULD
PROFESSIONAL SURVEYOR AND MAPPER
LS6515 - STATE OF FLORIDA

CERTIFICATE OF AUTHORIZATION L.B #6921

DRAWN	CHECK	SCALE	PROJ. #
FBH	PMM	1"=40'	6890 ESTERO
SURVEY DATE		FILE NO.	SHT.- 1
8/20/2025		47-24-3	OF - 1

HARRIS-JORGENSEN, LLC
3048 DEL PRADO BLVD. S. #100
CAPE CORAL, FLORIDA 33904
PHONE: (239) 257-2624
FAX: (239) 257-2921

HOLMES HF FRASER

October 3, 2025

VIA ELECTRONIC MAIL ONLY:
FMBH, LLC
c/o John Callis, Manager
Email: jjcallis@aol.com

Re: ***Opinion of Title***
6890 Estero Boulevard, Fort Myers Beach, FL 33931

Dear John:

On behalf of FMBH LLC, we have prepared this opinion with respect to the title of certain real property located in Lee County, Florida, more particularly described as follows:

The Land is described as follows in **Exhibit "A"** attached hereto and made part hereof:

All that portion of the South 460 feet of the North 1060 Feet of Government Lot 1, Section 3, Township 47 South, Range 24 East, Lee County, Florida, lying West of Estero Boulevard (S.R. 865), Lee County, Florida, running from the Westerly side of said Estero Boulevard (S.R. 865), to the Gulf of Mexico.

In connection with this letter, we have examined and relied solely on a copy of that certain **Title Commitment #12714469** ("Title Commitment"), issued by **Chicago Title Insurance Company** ("Company") with an effective date of **September 25, 2025 at 8:00 AM** ("Effective Date"), a copy of which is attached hereto as Exhibit "A".

We note that Chicago Title will not have any liability with respect to the Title Commitment unless it issues a policy of title insurance pursuant to same.

Finally, we note that the Title Commitment is subject to various exceptions and limitations, and the quality of title, as described in the Title Commitment and in this letter, is subject to all such exceptions and limitations.

Notwithstanding the qualifications in the foregoing paragraph of this letter, we have relied on the Title Commitment, for purposes of this letter, without undertaking any further or independent investigation. Specifically, and without limiting the foregoing, we have not inspected the Property or independently evaluated the status of title of the Property.

Based solely on our review of the Title Commitment, as of the Effective Date:

(a) Title to the Property is vested in:
FMBH LLC, a Florida limited liability company. The estate or interest to be insured is **Fee Simple**.

(b) The Title to the Property was subject to those matters set forth below in **Schedule B, Part II Exceptions**:

Schedule B, Part II Exceptions
The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

2. Taxes and assessments for the year **2025 and subsequent years**, which are not yet due and payable.

3. Standard Exceptions:
   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
   B. Rights or claims of parties in possession not shown by the public records.
   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
   D. Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

6. Title to any submerged land included within the land described in this Policy is not insured.

7. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.

8. Rights of the United States of America over any portion of the Land now or formerly submerged, arising by reason of the United States' control over navigable waters in the interest of navigation and commerce.

9. The nature, extent or existence of riparian rights or littoral rights is not insured.

10. Notwithstanding the legal description in Schedule A, this Policy does not insure title to any lands lying below the mean or ordinary high water line of any navigable or tidally influenced waters.

11. Subject land lies within the boundaries of **Fort Myers Beach Sewer District**, and is subject to any acts and/or assessments thereof.

12. Right-of-Way in favor of **Lee County**, a county and political subdivision of the State of Florida.

13. Special Warranty Deed dated June 11, 1958, given by George Mastics in favor of the **State of Florida State Road Department of Florida**, for Right-of-Way.

14. Resolution No **78-3-16**, of the Board of County Commissioners of Lee County, Florida, regarding density of Estero Island and San Carlos Islands.

15. Notice of Ownership made by The **Board of Trustees of the Internal Trust Fund of the State of Florida**.

16. Easement dated August 18, 1982, given by Brock Hotel Corp. in favor of **South Florida Cable Television Corp.**, as assigned to **South Florida Cablevision, Inc.**.

17. Resolution No. **Z-88-291**, by the Board of County Commissioners of Lee County, Florida, for Zoning and Development for Fort Myers Beach Holiday Inn, Inc..

18. Grant of Easement dated August 1, 2008, in favor of **Comcast of the South, Inc.**, and **FMBH LLC**.

Schedule B, Part I Requirements

The following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   A. Duly executed Mortgage from **FMBH LLC, a Florida limited liability company**, Mortgagor, to **A natural person(s) or legal entity with financial obligations with the borrower named herein**, Mortgagee, encumbering the land described on Exhibit A hereof.

   The Company will require the following as to FMBH LLC, a Florida limited liability company: ("LLC"):

   i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
   ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
   iii. Record an affidavit from the person executing the proposed mortgage on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the mortgage; and (d) neither the LLC nor any member signing the mortgage have filed bankruptcy since the LLC acquired title.
   iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

5. Proof of payment of any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality. **NOTE:** If this requirement is not satisfied, the following exception will appear on Schedule B: Any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. **NOTE:** If this requirement is not met, the following exception will appear on Schedule B: Any lien provided for by Florida Statutes in favor of any city, town, village

or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

7. Satisfaction and/or Release of that certain Mortgage and Security Agreement dated May 18, 2016, and subsequent modifications, which was last modified to increase the principal amount to **$2,000,000.00**, in favor of **Synovus Bank**, Successor by merger with Florida Community Bank, National Association.

8. Assignment of Rents, Leases and Profits, dated May 18, 2016, in favor of **Synovus Bank**, Successor by merger with Florida Community Bank, National Association.

9. State of Florida UCC Financing Statement in favor of **Florida Community Bank N.A.**.

10. Satisfaction and/or Release of Mortgage dated May 18, 2016, and subsequent modifications, last modified to secure the new original principal amount of **$8,000,000.00**, in favor of **Synovus Bank**, successor by Merger with Florida Community Bank, National Association.

11. To terminate the Notice of commencement recorded on January 9, 2025. This requires:
    1. Record a notice of termination, together with a contractor's final payment affidavit (with lien waiver).
    2. Obtain an owner's construction affidavit identifying all parties who have a direct contract with the owner, all parties who served a notice to owner, and all parties who began furnishing labor, services or materials within the last 45 days.
    3. Obtain a waiver and release of lien upon final payment from all lienors showing as unpaid in the contractor's final payment affidavit, all those who served a notice to owner, and all those who began furnishing labor, services or materials within the last 45 days.
    4. Obtain the Company's indemnity agreement signed by the owner/borrower.

12. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company.

This opinion covers only the period of time set out above, is rendered for the limited purpose of due diligence review related to the Development Agreement application, and may not be relied on for any other purpose. Other than as expressly set out herein, we undertake no obligation to update or inform the addressee of any changes in the status of title to the Property that might occur subsequent to the Effective Date. This opinion is solely for the benefit of our client, **FMBH LLC**, and the parties engaged in the Development Agreement review process.

Sincerely,

/s/ Ian T. Holmes

Ian T. Holmes, Esq.

711 5th Avenue South, Ste. 200, Naples, FL 34102 | Tel. 239.228.7280 Fax. 239.790.5766
www.HolmesFraser.com

Chicago Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Grey Street Title Corp.
Issuing Office: 711 5th Ave. South, # 200,
Naples, FL 34102
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 12714469
Issuing Office File Number: 6890 Estero Blvd.
Property Address: 6890 Estero Boulevard
Fort Myers Beach, FL 33931
Revision Number:

SCHEDULE A

1. Commitment Date: 09/25/2025 at: 8:00 AM

2. Policy to be issued:

   A. 2021 ALTA Loan Policy with Florida Modifications
   Proposed Insured: A natural person(s) or legal entity with financial obligations with the borrower named herein, its successors and/or assigns as their interests may appear
   Proposed Amount of Insurance: $1,000,000.00
   The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

   Fee Simple

4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

   FMBH LLC, a Florida limited liability company and, as disclosed in the Public Records, has been since July 18, 2001.

5. The Land is described as follows in Exhibit “A” attached hereto and made part hereof.

Countersigned:

By:
Authorized Officer or Agent

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   A. Duly executed Mortgage from FMBH LLC, a Florida limited liability company, Mortgagor, to A natural person(s) or legal entity with financial obligations with the borrower named herein, Mortgagee, encumbering the land described on Exhibit A hereof.

      The Company will require the following as to FMBH LLC, a Florida limited liability company: ("LLC"):

      i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.

      ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.

      iii. Record an affidavit from the person executing the proposed mortgage on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the mortgage; and (d) neither the LLC nor any member signing the mortgage have filed bankruptcy since the LLC acquired title.

      iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

      If the proposed mortgage will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

5. Proof of payment of any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

   Any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

   Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I Requirements

7. Satisfaction and/or Release of that certain Mortgage and Security Agreement dated May 18, 2016, given by Herbert C. Pohlmann, Jr., individually and as Trustee of the Herbert C. Pohlmann, Jr., Declaration of Trust dated June 15, 1990, as amended and restated December 12, 2011, (collectively borrower), to secure the original principal amount of $1,000,000.00, as increased to $1,500,000.00, as recorded on May 18, 2016, in Official Records Instrument No. 2016000109075, and as modified by Mortgage Modification, Modification of Assignment of Rents and Leases and Receipt of Future Advance, dated December 27, 2016, by and between FMBH, LLC, a Florida limited liability company, in favor of Florida Community Bank, N.A., as recorded on January 13, 2017, in Official Records Instrument No. 2017000010336, as modified by Second Mortgage Modification and Modification of Assignment of Rents and Leases, dated November 20, 2017, and recorded on November 30, 2017, in Official Records Instrument No. 2017000248428, as modified by Third Mortgage Modification and Modification of Assignment of Rents and Leases and Receipt of Future Advance, dated July 6, 2018, and recorded on July 11, 2018, in Official Records Instrument No. 2018000166689, and to increase the principal amount to $2,000,000.00, as modified by Fourth Mortgage Modification and Modification of Assignment of Rents and Leases, dated January 31, 2020, by and between FMBH, LLC, a Florida limited liability company in favor of Synovus Bank, Successor by merger with Florida Community Bank, National Association, as recorded on February 3, 2020, in Official Records Instrument No. 2020000029317, in the Public Records of Lee County, Florida.

8. Assignment of Rents, Leases and Profits, dated May 18, 2016, in favor of Synovus Bank, Successor by merger with Florida Community Bank, National Association, as recorded in Official Records Instrument No. 2016000109076, of the Public Records of Lee County, Florida.

9. State of Florida UCC Financing Statement in favor of Florida Community Bank N.A. as recorded in Official Records Instrument No. 2016000109077, of the Public Records of Lee County, Florida.

10. Satisfaction and/or Release of Mortgage dated May 18, 2016, given by FMBH, LLC, a Florida limited liability company, in favor of Florida Community Bank, National Association, to secure the original principal amount of $3,000,000.00, as recorded in Official Records Instrument No. 2016000108837, Mortgage Modification, Modification of Assignment of Rents and Leases and Notice and Receipt of Future Advance, dated January 31, 2020, by FMBH, LLC, a Florida limited liability company, in favor of Synovus Bank, successor by Merger with Florida Community Bank, National Association, to secure the new original principal amount of $8,000,000.00, as recorded on February 3, 2020, in Official Records Instrument No. 2020000029294, of the Public Records of Lee County, Florida.

11. To terminate the following:

    Notice of commencement recorded on January 9, 2025 in Official Records Instrument Number 2025000008556.

    1. Record a notice of termination, together with a contractor's final payment affidavit (with lien waiver). A separate notice of termination, and contractor's final payment affidavit (with lien waiver), is required for each notice of commencement.

    2. Obtain an owner's construction affidavit identifying all parties who have a direct contract with the owner, all parties who served a notice to owner, and all parties who began furnishing labor, services or materials within the last 45 days.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I Requirements

3. Obtain a waiver and release of lien upon final payment from (i) all lienors showing as unpaid in the contractor's final payment affidavit (with lien waiver), (ii) all those who served a notice to owner or had a direct contract with the owner as listed in the owner's construction affidavit, and (iii) all those who began furnishing labor, services or materials within the last 45 days.

4. Obtain the Company's indemnity agreement signed by the owner/borrower.

NOTE: If the notice of commencement is being terminated prior to completion of the construction or if the subject transaction exceeds your agency's authorized limits, then approval of a Company State or Regional Underwriter is required.

12. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

NOTE: 2024 Real Property Taxes in the gross amount of $261,695.16 are Paid, under Tax I.D. No. 03-47-24-W1-00003.0010.

The following note is for informational purposes only, is neither guaranteed nor insured, and is not part of the coverage of this form or policy.
The last conveyance of title that has been of record for more than 24 months and all subsequently recorded conveyances are: Warranty Deed in OR Book 3452, Page 350 and OR Book 3529, Page 1418

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

3. Standard Exceptions:

   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

   B. Rights or claims of parties in possession not shown by the public records.

   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   D. Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II Exceptions

been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

6. Title to any submerged land included within the land described in this Policy is not insured.

7. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.

8. Rights of the United States of America over any portion of the Land now or formerly submerged, arising by reason of the United States' control over navigable waters in the interest of navigation and commerce.

9. The nature, extent or existence of riparian rights or littoral rights is not insured.

10. Notwithstanding the legal description in Schedule A, this Policy does not insure title to any lands lying below the mean or ordinary high water line of any navigable or tidally influenced waters.

11. Subject land lies within the boundaries of Fort Myers Beach Sewer District, and is subject to any acts and/or assessments thereof.

12. Right-of-Way in favor of Lee County, a county and political subdivision of the State of Florida, as recorded in Deed Book 189, Page 157, of the Public Records of Lee County, Florida.

13. Special Warranty Deed dated June 11, 1958, given by George Mastics in favor of the State of Florida State Road Department of Florida, for Right-of-Way, as recorded on June 18, 1958, in Official Records Book 286, Page 362, of the Public Records of Lee County, Florida.

14. Resolution No 78-3-16, of the Board of County Commissioners of Lee County, Florida, regarding density of Estero Island and San Carlos Islands, as recorded in Official Records Book 1438, Page 1739, of the Public Records of Lee County, Florida.

15. Notice of Ownership made by The Board of Trustees of the Internal Trust Fund of the State of Florida, as recorded in Official Records Book 1512, Page 1918, of the Public Records of Lee County, Florida.

16. Easement dated August 18, 1982, given by Brock Hotel Corp. in favor of South Florida Cable Television Corp., a Florida corporation, as recorded in Official Records Book 1648, Page 3787, as assigned by Assignment of Easement, dated August 27, 1985, in Official Records Book 1801, Page 2475, in favor of South Florida Cablevision, Inc., a Florida corporation, in the Public Records of Lee County, Florida.

17. Resolution No. Z-88-291, by the Board of County Commissioners of Lee County, Florida, for Zoning and Development for Fort Myers Beach Holiday Inn, Inc., as recorded on November 29, 1988, in Official Records Book 2032, Page 1777, of the Public Records of Lee County, Florida.

18. Grant of Easement dated August 1, 2008, in favor of Comcast of the South, Inc., and FMBH LLC, as recorded on May 14, 2009, in Official Records Instrument No. 2009000131425, of the Public Records of Lee County, Florida.

NOTE: All recording references in this form shall refer to the public records of Lee County, Florida, unless otherwise noted.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II Exceptions

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 4210 Metro Parkway, Ft. Myers, FL 33916; Telephone 239-275-8212.

Searched By: Pamela L. Foster, CLS

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

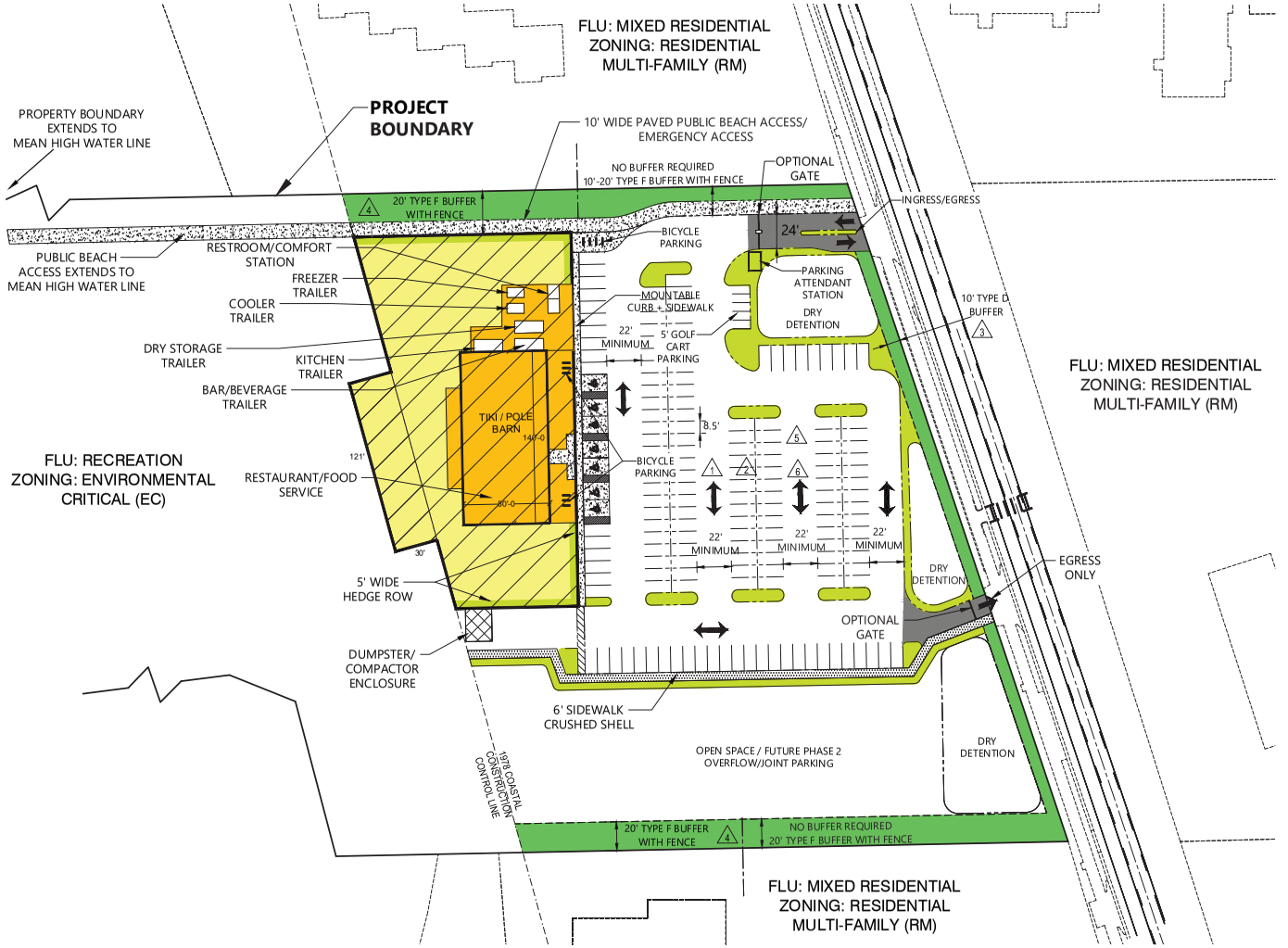
EXHIBIT "A"

All that portion of the South 460 feet of the North 1060 Feet of Government Lot 1, Section 3, Township 47 South, Range 24 East, Lee County, Florida, lying West of Estero Boulevard (S.R. 865), Lee County, Florida, running from the Westerly side of said Estero Boulevard (S.R. 865), to the Gulf of Mexico.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION



PARKING:

- REQUIRED: 144 SPACES
- PROVIDED:
  - 163 VEHICULAR PARKING SPACES
  - 5 GOLF CART SPACES

LEGEND

- PARKING INTERNAL LANDSCAPE
- BUFFERS
- MOBILE VENDING / ENTERTAINMENT AREA
- RECREATION AREA
- PAVED APRON
- VEHICULAR INGRESS / EGRESS
- DEVIATIONS
- COP AREA

THE NEIGHBORHOOD COMPANY
5618 WHISPERING WILLOW WAY | FORT MYERS, FL 33908
WWW.THENEIGHBORHOODCOMPANY

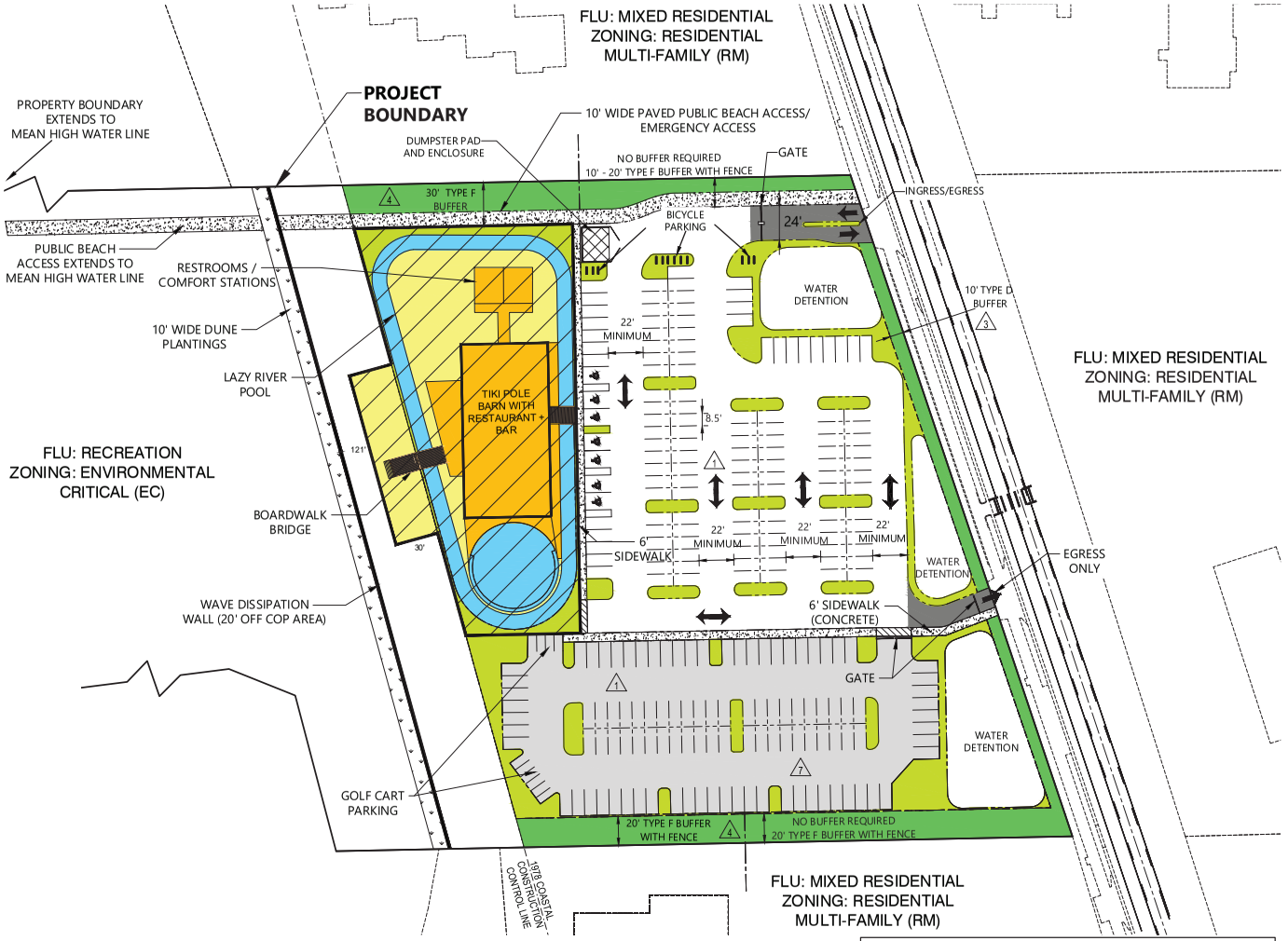
#	REVISION	DRAWN	DATE
1	REVISIONS PER PHASING PLAN	F.L.	04/16/08

CLIENT: FMBH, LLC

PROJECT: 6890 ESTERO BLVD

TITLE: DEVELOPMENT AGREEMENT SITE PLAN: PHASE 1

PROJECT NO: 23019.01.02 | DRAWN: F.L. | DATE: 10/25 | DESIGN: P.V. | SHEET NUMBER: 2 OF 5



PARKING:

- REQUIRED: 147 SPACES
- PROVIDED:
  - ± 237 VEHICULAR PARKING SPACES
  - 10 GOLF CART SPACES

LEGEND

- PARKING INTERNAL LANDSCAPE
- BUFFERS
- RESTAURANT / ENTERTAINMENT AREA
- RECREATION AREA
- LAZY RIVER / POOL
- PAVED APRON
- VEHICULAR INGRESS / EGRESS
- DEVIATIONS
- COP AREA
- DUNE PLANTINGS
- OVERFLOW / JOINT PARKING

#	REVISION	DRAWN	DATE
1	REVISIONS PER PHASING PLAN	F.L.	04/16/08

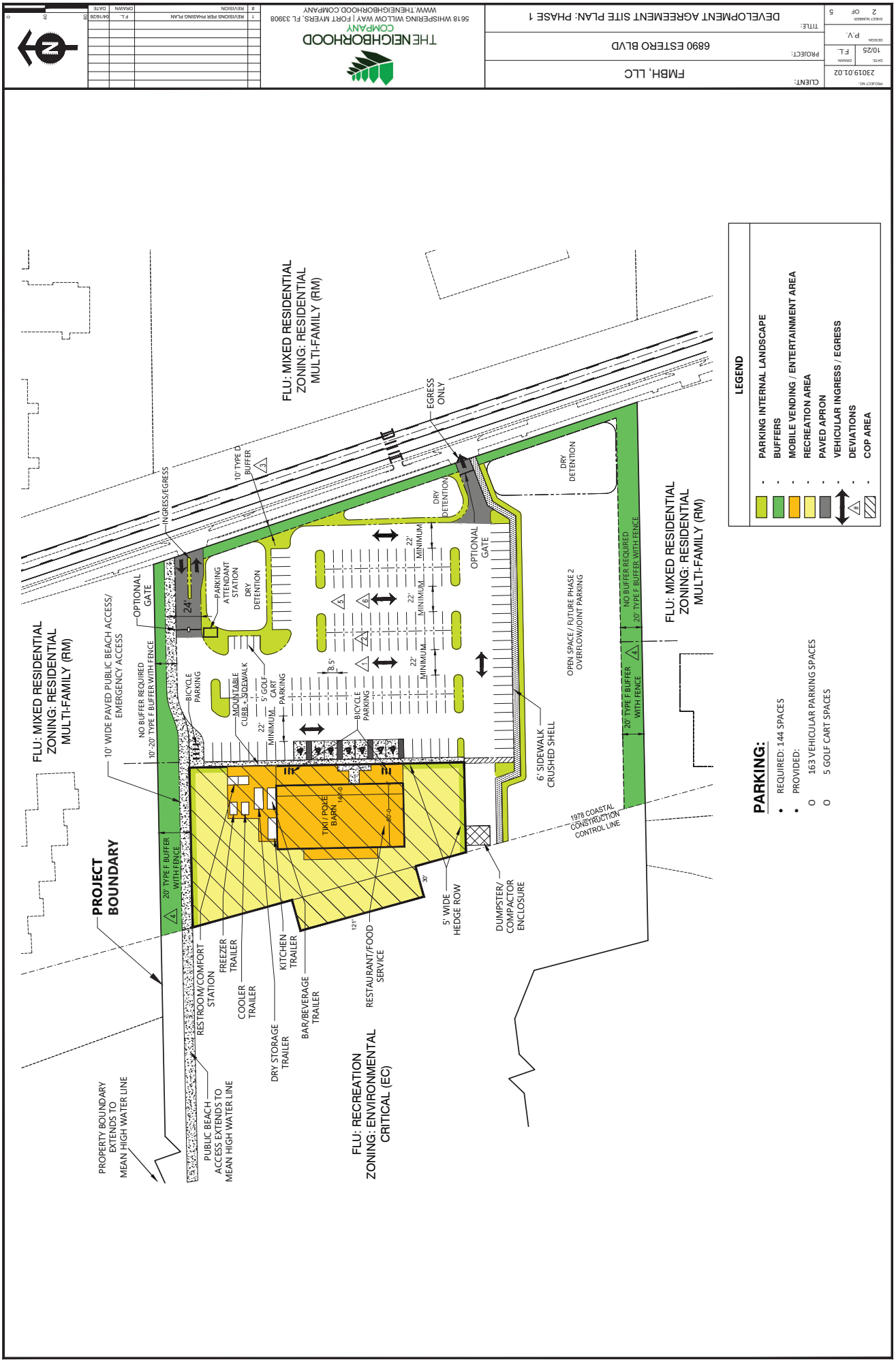
THE NEIGHBORHOOD COMPANY
5618 WHISPERING WILLOW WAY | FORT MYERS, FL 33908
WWW.THENEIGHBORHOOD.COMPANY

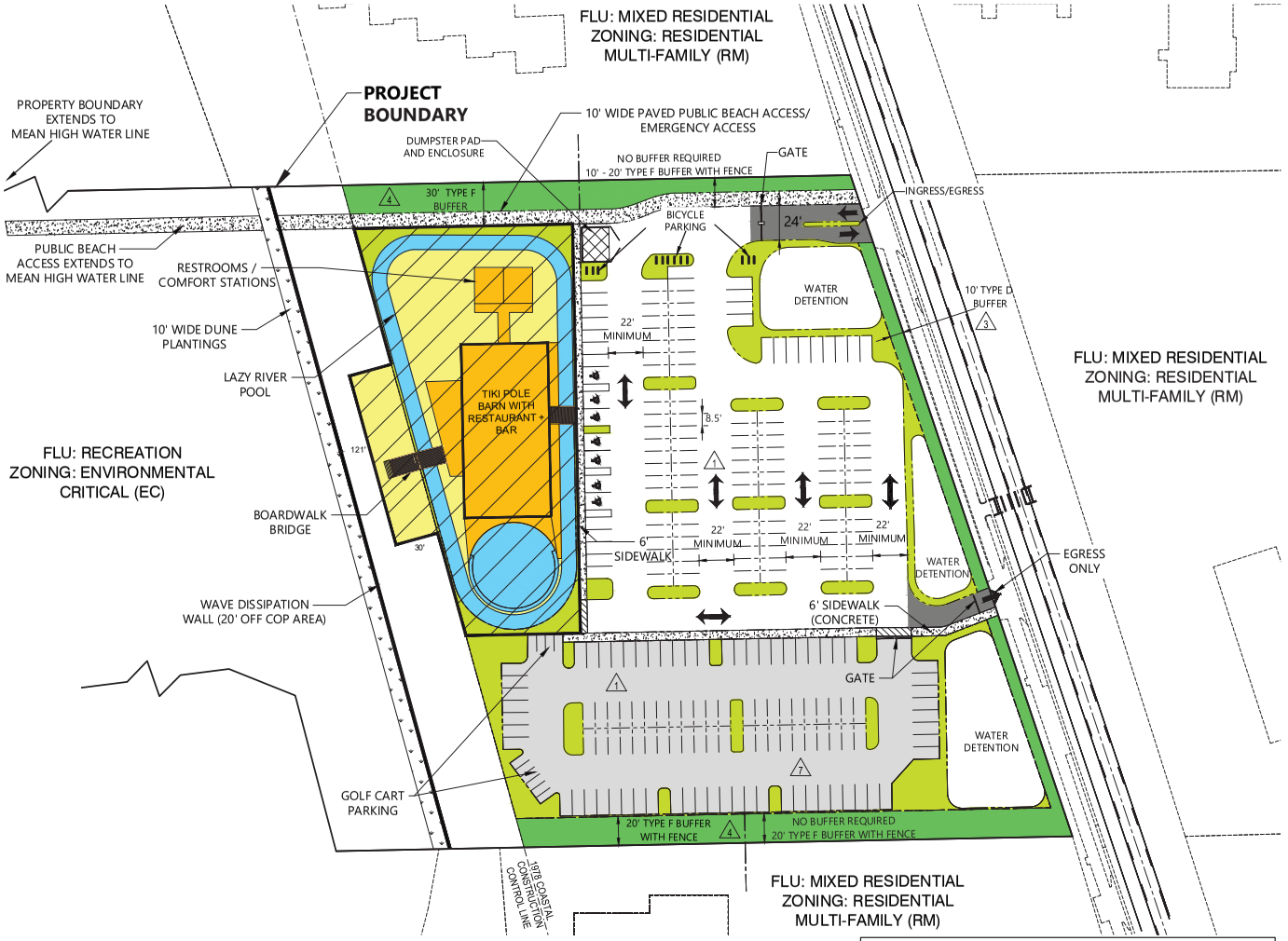
CLIENT: FMBH, LLC

PROJECT: 6890 ESTERO BLVD

TITLE: DEVELOPMENT AGREEMENT SITE PLAN: PHASE 2

PROJECT NO.: 23019.01.02
DATE: 10/25
DESIGN: P.V.
DRAWN: F.L.
SHEET NUMBER: 4 OF 5


DEVELOPMENT AGREEMENT SITE PLAN: PHASE 1
6890 ESTERO BLVD
FMBH, LLC
2301901.02
10/25
F.L.
P.V.
2 OF 5
THE NEIGHBORHOOD COMPANY
5618 WHISPERING WILLOW WAY | FORT MYERS, FL 33908
WWW.THENEIGHBORHOOD.COMPANY
REVISIONS PER PHASING PLAN
04/16/26
F.L.
LEGEND
PARKING INTERNAL LANDSCAPE
BUFFERS
MOBILE VENDING / ENTERTAINMENT AREA
RECREATION AREA
PAVED APRON
VEHICULAR INGRESS / EGRESS
DEVIATIONS
COP AREA
PARKING:
REQUIRED: 144 SPACES
PROVIDED:
163 VEHICULAR PARKING SPACES
5 GOLF CART SPACES
PROJECT BOUNDARY
FLU: MIXED RESIDENTIAL
ZONING: RESIDENTIAL
MULTI-FAMILY (RM)
FLU: RECREATION
ZONING: ENVIRONMENTAL
CRITICAL (EC)
INGRESS/EGRESS
EGRESS ONLY
OPTIONAL GATE
10' TYPE D BUFFER
PARKING ATTENDANT STATION
DRY DETENTION
10' WIDE PAVED PUBLIC BEACH ACCESS/ EMERGENCY ACCESS
NO BUFFER REQUIRED
10'-20' TYPE F BUFFER WITH FENCE
20' TYPE F BUFFER WITH FENCE
BICYCLE PARKING
MOUNTABLE CURB + SIDEWALK
5' GOLF CART PARKING
22' MINIMUM
8.5'
TIKI / POOL BARN
144'-0
80'-0
OPEN SPACE / FUTURE PHASE 2 OVERFLOW/JOINT PARKING
6' SIDEWALK CRUSHED SHELL
1978 COASTAL CONSTRUCTION CONTROL LINE
5' WIDE HEDGE ROW
DUMPSTER/ COMPACTOR ENCLOSURE
RESTAURANT/FOOD SERVICE
RESTROOM/COMFORT STATION
FREEZER TRAILER
COOLER TRAILER
KITCHEN TRAILER
DRY STORAGE TRAILER
BAR/BEVERAGE TRAILER
PROPERTY BOUNDARY EXTENDS TO MEAN HIGH WATER LINE
PUBLIC BEACH ACCESS EXTENDS TO MEAN HIGH WATER LINE



PARKING:

- REQUIRED: 147 SPACES
- PROVIDED:
  - ± 237 VEHICULAR PARKING SPACES
  - 10 GOLF CART SPACES

LEGEND

- PARKING INTERNAL LANDSCAPE
- BUFFERS
- RESTAURANT / ENTERTAINMENT AREA
- RECREATION AREA
- LAZY RIVER / POOL
- PAVED APRON
- VEHICULAR INGRESS / EGRESS
- DEVIATIONS
- COP AREA
- DUNE PLANTINGS
- OVERFLOW / JOINT PARKING

#	REVISION	DRAWN	DATE
1	REVISIONS PER PHASING PLAN	F.L.	04/16/26

THE NEIGHBORHOOD COMPANY
5618 WHISPERING WILLOW WAY | FORT MYERS, FL 33908
WWW.THENEIGHBORHOOD.COMPANY

CLIENT: FMBH, LLC

PROJECT: 6890 ESTERO BLVD

TITLE: DEVELOPMENT AGREEMENT SITE PLAN: PHASE 2

PROJECT NO: 23019.01.02
DATE: 10/25
DESIGN: P.V.
DRAWN: F.L.
SHEET NUMBER: 4 OF 5

Exhibit C- Proposed Deviations

Deviation	LDC Section	Code Requirement	Requested Deviation	Phase
#1	Section 34-2017	High-turnover parking lots must have a paved surface.	Allow a stabilized gravel, limer0ck, or crushed shell parking surface.	Phase 1 & Phase 2
#2	Section 10-416(c)(2)d	No more than an average of ten parking spaces may occur without a landscape island.	Allow internal landscaping as depicted in Exhibit C.	**Phase 1 only** (Phase 2 will comply.)
#3	Section 10-416(d)(2), Table 10-8	A 15-foot-wide Type D buffer is required when a parking or vehicular use area abuts a right-of-way or road easement.	Allow a minimum 10-foot-wide Type D buffer.	Phase 1 & Phase 2
#4	Section 10-416(d)(2), Table 10-8	A 15-foot-wide Type C buffer or a 30-foot-wide Type F buffer is required when a commercial use abuts a multifamily residential use.	Allow a 20-foot-wide Type F buffer with a chain-link fence.	Phase 1 & Phase 2
#5	Section 34-2016(4)	Individual parking stalls must be delineated with parking blocks (wheel stops).	Allow a rope-and-bollard system with 8.5-foot rope segments painted white to delineate parking stall widths.	**Phase 1 only** (Phase 2 will comply.)
#6	Section 10-416(c)	Internal landscaping standards require landscape island frequency, dimensions, and approved ground cover materials.	Limit landscape islands to terminal islands at the ends of drive aisles and allow hedges with mulch as ground cover.	**Phase 1 only** (Phase 2 will comply.)
#7	Section 34-2018	Joint use parking for unrelated businesses is limited to properties within 750 feet of one another.	Allow the joint use parking area to serve any business on Fort Myers Beach through valet parking operations.	**Phase 2 only**

Exhibit D: CONDITIONS OF APPROVAL

1. In the event Phase 2 does not commence within five (5) years of Certificate of Occupancy issuance for Phase 1, Developer shall provide written notice to Town requesting extension, amendment, or termination of this Development Agreement.
2. Consistent with LDC Sec. 34-1749 the two points of ingress and egress will provide paved driveway aprons as depicted site plan for phase 1 and phase 2. These aprons will provide smooth transitions and allow vehicular stacking.
3. A revised TIS will be required at the DO level of Phase 2.
4. Currently, there is no stormwater management plan in place. However, the development will need to establish either a dedicated stormwater facility or provide evidence of access to a shared stormwater pond in the plaza area.
5. Provide a Signage Plan before the DO approval. All signage and landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131.
6. The boundary of the property and survey is subject to approval by the Town Surveyor and Council.
7. Music shall follow the town noise ordinance.
8. The timeline for the phase 1 to be added in the DA
9. The parking attendant to present on site during operating hours.
10. Restroom will remain locked outside of operating hours.
11. Landscape will be contained in larger pot if permitted by engineers
12. A revised TIS will be required at the DO level of Phase 2.
13. Lee Department of Transportation to be added to the list of governmental permits.

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: **Development Agreement**

CASE NUMBER: **DA20250277**

CASE NAME: **6890 Estero Blvd- Old Wyndham**

LPA HEARING DATE: **June 16, 2026, 9 AM**

STAFF RECOMMENDATION: **NA**

PREPARED/ SUBMITTED BY: **Uma Sarmistha, Ph.D./ Jason Green, AICP**

I. APPLICATION SUMMARY

Applicant/Owner:	The Neighborhood Company (Applicant)
Request:	The applicant is requesting a Development Agreement with 7 deviations to allow the redevelopment of a restaurant and a family entertainment venue on the Old Wyndham/Holiday Inn property. The request is phased development.
Subject property:	6890 Estero Blvd.
Physical Address:	6890 Estero Blvd
STRAP #:	03-47-24-W1-00003.0010
FLU:	Mixed Residential
Zoning:	Commercial Resort (CR)

Adjacent zoning and land uses:

North:	Residential Multi Family / Medium Residential
South:	Residential Multi Family / Medium Residential
East:	Residential Multi Family / Medium Residential
West:	EC/ Gulf

II. BACKGROUND AND ANALYSIS

Background:
The Neighborhood Company, on behalf of FMBH, LLC, is requesting approval of a Development Agreement with deviations for redevelopment of the former Wyndham/Holiday Inn property located at 6890 Estero Boulevard. The proposal includes a Phased redevelopment consisting of a restaurant, open-air entertainment venue, recreation uses, accessory parking, and future joint parking operations

- **Phase 1**: Open a restaurant and entertainment venue with recreational uses as quickly as possible. In order to expedite the opening of this venue, temporary mobile vending trailers will be utilized to comply with FEMA and Florida Building Code flood regulations.
- **Phase 2**: This Phase will require the design, permitting and construction of a wave dissipation wall combined with a flood map revision to change the property's flood zone from VE to AE. The map change will allow for construction of permanent dry flood-proofed structures that will replace and eliminate the use of temporary trailers. Additionally, the recreation uses will be expanded to include a pool and lazy river. The two Phases are described in more detail below.

The underlying zoning for this property is Commercial Resort that housed hotels like Holiday Inn and Wyndham Garden since 1969. The property was severely damaged during the Hurricane Ian in 2022. The owner of the property believes that the highest and best use for this property was and remains a resort hotel. However, the current conditions remain unfavorable financially to establish a resort hotel. As a result, the Development Agreement will allow limited uses outlined in Phases 1 and 2 (depicted in Exhibits C and D) of the agreement. However, the agreement also includes permitted uses under the current CR zoning district, including Commercial Resort, but those uses cannot be developed/constructed unless the Development Agreement is amended or terminated.

On June 16, 2026, LPA voted 6-1 to recommend approval with conditions for Development Agreement request with 7 deviations, DA20250277, to allow the redevelopment of a restaurant and a family entertainment venue on the Old Wyndham/Holiday Inn property. The request is phased development.

The Local Planning Agency (LPA) recommended that the following conditions be incorporated into the Development Agreement:

1. Include a defined timeline for completion of Phase 1 in the Development Agreement.
2. Require both the ingress and egress access points to include paved driveway aprons.

3. Require a parking attendant to be present on-site during all operating hours.
4. Require public restrooms remain locked when the facility is closed and outside of operating hours.
5. Require the applicant to evaluate alternative landscaping enhancements, including larger landscape planters, where feasible and subject to approval by the Town Engineer.
6. Require submission of an updated traffic impact analysis as part of the Phase 2 Development Order application.
7. Add the Lee County Department of Transportation to the list of required governmental agencies from which permits or approvals must be obtained prior to development.

Applicants provided a revised version of the DA and site plan on the 9th of July.

Design and Compliance:

For the Phase 1 proposed site design includes the restaurant and ancillary uses, except for the tiki structure, will be provided via six mobile trailers. Those uses will be located within the Mobile vending/entertainment area and commercial parking lot. A tiki/pole barn structure, not to exceed 11,200 square feet, will provide covered outdoor seating, and space for live entertainment. Outdoor service and Consumption on Premises (COP) will be allowed throughout the Mobile Vending/Entertainment and Recreation Areas.

Proposed Phase 2 will be constructed with a wave dissipation wall, and replacement of the mobile vending trailers with a permanent restaurant constructed within the Tiki/Pole Barn structure. Due to the elimination of the mobile vending trailers, the Restaurant/Entertainment area will be reconfigured slightly and will decrease in size to a maximum of 11,500 square feet. The Recreation Area will be modified to include a pool and lazy river and will increase in size to 21,500 square feet. The COP will be maintained throughout the Restaurant/Entertainment and Recreation Areas.

The proposed Development Agreement is requesting the uses and improvements for a limited duration while maintaining the underlying zone and right to develop a commercial resort in the future with following seven deviations.

- Deviation #1: A deviation from LDC Section 34-2017, which requires high turnover parking lots to have a paved surface, to allow a stabilized gravel/lime rock/crushed shell parking surface.
- Deviation #2: A deviation from LDC Section 10-416(c)(2)d, which requires that no more than an average of ten parking spaces can occur without a landscape island, to allow internal landscaping as depicted in Exhibit C. This deviation applies to Phase 1 only. Phase 2 will comply with requirements of this code section.
- Deviation #3: A deviation from LDC Section 10-416(d)(2) table 10-8, which requires a 15-foot-wide Type D buffer when the proposed parking and vehicle use area abuts a right-of-way or road easement, to allow for a minimum 10-foot-wide Type D buffer.

- Deviation #4: A deviation from LDC Section 10-416(d)(2) table 10-8, which requires a 15-foot-wide Type C buffer or a 30-foot-wide Type F buffer when a commercial use abuts a multi-family residential use, to allow for a 20-foot-wide Type F with a chain link fence.
- Deviation #5: A deviation from LDC Section 34-2016(4) which requires individual parking stalls to be delineated with parking blocks (aka wheel stops) to allow a rope and bollard system where 8.5' rope segments are painted white to delineate the width of individual parking stalls. This deviation applies to Phase 1 only. Phase 2 will comply with this code section.
- Deviation #6: A deviation from LDC Section 10-416(c) which requires internal landscaping including landscape island frequency, ground cover material and dimensions to limit landscape islands to terminal islands at the end of drive aisles and allow them to be comprised of hedges in combination with mulch as groundcover. This deviation applies to Phase 1 only. Phase 2 will comply with this code section.
- Deviation #7: A deviation from LDC Section 34-2018 which allows the joint use of parking lots for unrelated businesses within 750', to allow the joint use parking area for any business on the island with valet parking. This deviation applies to Phase 2 only.

Analysis:

The subject property is located within the Santini Marina Mixed-Use area on the south end of Fort Myers Beach. The Comprehensive Plan identifies this area as an important mixed-use and tourist-supporting commercial district intended to support entertainment, restaurant, marina, recreation, and pedestrian-oriented activities.

The intent of the redevelopment is to immediately provide dining, entertainment, recreational, and public beach access opportunities in the south end of the island while maintaining the underlying zone and right to redevelop a commercial resort.

The new proposal aims to comply with the Land Development Code and Comprehensive Plan, requesting deviations only where necessary. The property is approximately **11.19** acres out of which 3.786 acres is developable and located landward of 1978 CCCL line.

The proposed Phased redevelopment approach reflects current redevelopment constraints associated with FEMA regulations, floodplain limitations, and post-hurricane market conditions. Staff recognize that the proposal attempts to balance near-term activation of the site with long-term redevelopment goals through the eventual construction of permanent facilities during Phase 2.

For Phase 1; as depicted on the site plan, a maximum of 13,000 square feet consist of compacted subgrade with pavers and mountable curbs to allow easy maneuvering of the trailers as may be needed. A tiki/pole barn structure, not to exceed 11,200 square feet, will provide covered outdoor seating, and entertainment. The recreation area on the Site Plan will be a maximum of 19,000 square feet and will be ancillary and complementary to the restaurant. It will be delineated with ropes and posts and may contain but is not limited to beach chair seating; rental of beach chairs, umbrellas, cabanas and beach accessories; parasailing; rental of personal watercraft and other

watersport operations; and outdoor games such as beach volleyball, cornhole and bocce ball. A total of 163 parking spaces including paid parking would be provided on the site including paid parking.

As part of Phase 2, a wave dissipation wall will be constructed, and the mobile vending trailers will be replaced with a permanent restaurant constructed within the Tiki/Pole Barn structure. Due to the elimination of the mobile vending trailers, the Restaurant/Entertainment area will be reconfigured slightly and will decrease in size to a maximum of 11,500 square feet. The Recreation Area will be modified to include a pool and lazy river and will increase in size to 21,500 square feet. A total of 237 parking spaces including paid parking would be provided on the site. In Phase 2 of the project the applicant will request a town approved joint parking agreement based on revised TIS. This area will be fenced and gated and utilized as needed, to accommodate overflow/offsite parking from island hotels and restaurants during peak parking demand periods.

Apart from this, proposal is requesting a COP limiting restaurant/entertainment areas in both Phases.

The project proposes operational limitations intended to minimize impacts to surrounding residential properties, including:

- Operating hours are limited generally from 7:00 AM to 9:30 PM;
- Amplified sound limited from 10:00 AM to 9:00 PM;
- Live music restricted to the tiki/pole barn structure; and
- Direction of amplified sound toward the Gulf.

Consistency with Comprehensive Plan

GOAL 4 (FLU 1): To keep Fort Myers Beach a healthy and vibrant "small town," while capitalizing on the vitality and amenities available in a beach–resort environment and minimizing the damage to the natural and built environment that a hurricane, sea-level rise, and coastal erosion could inflict.

OBJECTIVE FLU1-A-1: A SMALL-TOWN CHARACTER — Maintain the small-town character of Fort Myers Beach and the pedestrian-oriented "public realm" that allows people to move throughout the island around without the need of cars even in the midst of peak-season congestion.

POLICY 4 A-2 FLU-1-A-2: The Town of Fort Myers Beach values its vibrant economy and walkable commercial areas. Through this plan, the town will ensure that new commercial activities, when allowed, will contribute to the pedestrian-oriented public realm. All new development is encouraged to provide for amenities that enhance the public realm, including, but not limited to: art, benches, bike racks, trash receptacles, right-of-way landscaping, etc.

Applicant Response: The proposed sidewalk and multi-use pathway provides interconnection between the beach, the subject property, Estero Boulevard and surrounding condo and commercial activity, enhances the public realm and helps support what can be described as an emerging mixed-use node on the south end of the island.

Staff comment: None

Policy FLU-1-C-2 COMMERCIAL INTENSITY - The maximum intensity of allowable commercial development in any category may be controlled by height and Floor to Area Ratio (FAR) regulations or by other provisions of this plan and the Land Development Code. Standards in the Land Development Code will encourage more intense commercial uses on properties with frontage on Estero Boulevard and only in the "Pedestrian Commercial", "Mixed-Use", and "Boulevard" category categories.

Applicant Response: The proposed development represents a decrease in commercial intensity versus the pre-storm resort hotel use. The mobile trailers and open-air tiki structure, while not meeting the strict definition of "floor area" collectively represents much less square footage than what previously existed and accounts for a fraction of the 1.5 FAR allowed under the Mixed Residential Future Land Use Category.

Staff comment: None

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

iii. In the "Medium Residential" category, commercial uses are limited to lower impact uses such as offices, motels, and public uses, and must be sensitive to nearby residential uses, complement any adjoining commercial uses, contribute to the public realm as described in this comprehensive plan, satisfy concurrency requirements for public facilities, and meet the design concepts of this plan and the Land Development Code. Landowners may seek commercial rezoning only through the planned development process.

Applicant Response : As described above, the proposed interim uses are consistent with the hotel use that existed pre-Hurricane Ian; the uses include public benefits and public uses such as beach access, public restrooms and public parking; the proposed design, buffering, setbacks and limited hours of operations are sensitive to the nearby residential uses; the project will enhance connectivity and improve the public realm; and lastly, the landowner is seeking a Development Agreement proposal which is synonymous to planned development process and requires public hearings, and the ability to limit and condition any approval.

Staff comments: The proposed use on the site is interim in nature and not intended to be permanent use in first Phase. Additional infrastructure will be required at the 2nd Phase DO.

Policy 4-C-4 Building Heights: The Land Development Code shall limit the height of new buildings under most conditions to two stories above flood elevation (exceptions may include the build back situations (see Policies 4-D-1 and 4-E-1), and different heights may be applied

to officially designated redevelopment areas such as Times Square, Red Coconut/Gulf View Colony, and Villa Santini Plaza).

Applicant Response The only "permanent" structure proposed is the tiki, which will be consistent with this policy and will not exceed height limitations in the LDC.

Staff comments: The proposed use on the site is interim in nature and not intended to be permanent use. Additional infrastructure will be required with the CPD application for the rebuilding of the resort.

Coastal Management Element

GOAL 5: To keep the public aware of the potential effects of hurricanes and tropical storms and to plan a more sustainable redevelopment pattern that protects coastal resources, minimizes threats to life and property, and limits public expenditures in areas subject to destruction by storms.
POLICY 5-A-1 The town shall maintain and enforce building codes at least as stringent as required by Florida law to limit the potential damage of structures from hurricanes and tropical storms. These codes shall include wind-resistance commensurate with the risk of a coastal environment and building elevation requirements that conform with federal laws and Flood Insurance Rate Maps.

Staff comments: The proposed use on the site is interim in nature and not intended to be permanent use. The developer agreed to follow the town permitting process for mobile trailers. hurricane action plan will be provided at time of Development Order to address the timing and required removal of any applicable structures/mobile units prior to a hurricane event.

TRANSPORTATION ELEMENT:

GOAL 7: To improve peak-season mobility without reducing the permeability of Estero Boulevard to foot traffic or damaging the small-town character of Fort Myers Beach. The town seeks to reduce speeding, improve evacuation capabilities, and improve mobility through balanced transportation improvements such as a continuous system of sidewalks and bikeways, a network of trolleys and water taxis linked to off- island systems, and parking options matched to road capacity.
POLICY 7-D-3 ALTERNATE TRAVEL MODES
The town shall support alternatives to car travel to free up road capacity for trips that do require a car. Public funding sources shall include county/state gasoline taxes and road impact fees. The town shall modify Its road impact fee ordinance by 1999 to allow these fees to be spent (within legal limits) on capital improvements that relieve road congestion, such as better sidewalks, trolley improvements, and off-island parking areas.

POLICY 7-F-1 ENCOURAGE SHARED PARKING LOTS:
Parking lots serving a variety of land uses require much less space than separate on-site lots for each business. Shared lots waste less land and encourage walking because businesses

aren't separated by large parking lots. The town shall encourage shared parking lots when businesses are relatively small, are clustered together, and have different busy periods.

Applicant Comment: The proposed project promotes the "park-once" goal, improves public access to the beach and promotes walkability within this emerging mixed-use node. The large parking lot complements and supports the Santini commercial center and abutting marina which is planned as an eventual water ferry stop. The project encourages the use of alternate travel modes under Policy 7-D-3 by providing bike racks for bicycle parking located on the property and pedestrian connectivity along Estero Boulevard to the LeeTran "Trollee" stop in front at Santini Plaza.

Staff comment: None

UTILITIES ELEMENT:

GOAL 8: To improve the existing systems that provide safe drinking water, irrigation water, sewer service, and solid waste disposal in order to reduce environmental impacts on land and water while keeping costs as economical as possible.

POLICY 8-A-1 Mandatory customer connections to water and sewer utilities shall continue to be the policy of the Town of Fort Myers Beach.

Applicant comment: The proposed project will connect existing electric, central water and sewer utilities already onsite.

Staff comment: None

Deviations from the Code

The attached document entitled *Project Narrative* includes the applicant's complete justification for the following deviations.

- **Deviation #1:** A deviation from LDC Section 34-2017, which requires high turnover parking lots to have a paved surface, to allow a stabilized gravel/lime rock/crushed shell parking surface.

  Staff comments: Staff acknowledge that alternative parking surfaces may be appropriate in certain coastal contexts where they are properly stabilized, maintained, and designed to avoid adverse drainage or dust impacts in short duration. However the scenario shall be revisited again at the DO stage of Phase 2.

- **Deviation #2**: A deviation from LDC Section 10-416(c)(2)d, which requires that no more than an average of ten parking spaces can occur without a landscape island, to allow internal landscaping as depicted in Exhibit C. This deviation applies to Phase 1 only. Phase 2 will comply with requirements of this code section.
  - *Staff comments: The proposed deviation is interim in nature and not intended to be permanent use. Thus, the staff have no objection to this requested deviation.*

- **Deviation #3**: A deviation from LDC Section 10-416(d)(2) table 10-8, which requires a 15-foot-wide Type D buffer when the proposed parking and vehicle use area abuts a right-of-way or road easement, to allow for a minimum 10-foot-wide Type D buffer.

    - *Staff comments: A 10-foot-wide Type D buffer is proposed along Estero Boulevard rather than the required 15' Type D buffer. The width of a buffer is typically comprised of two components: a vegetated planting strip that includes trees and/or hedges and an open space component typically comprised of grass, ground cover or mulch. Combined, these buffers provide both separation and vegetated shielding*.

- **Deviation #4**: A deviation from LDC Section 10-416(d)(2) table 10-8, which requires a 15-foot-wide Type C buffer or a 30-foot-wide Type F buffer when a commercial use abuts a multi-family residential use, to allow for a 20-foot-wide Type F with a chain link fence.

    Staff comments: Staff recognizes that the proposed 20-foot buffer incorporates elements of both the Type C and Type F buffer standards by providing increased landscaping and continuous screening together with a security fence. Staff finds that the proposed combination may provide an effective transition between the commercial and residential uses while reducing the overall buffer width from the standard Type F requirement. Subject to installation and ongoing maintenance of the required landscaping and screening elements, staff finds the request generally consistent with the intent of the LDC to provide buffering, screening, and compatibility between differing land uses on Fort Myers Beach.

- **Deviation #5: A deviation from LDC Section 34-2016(4) which requires individual parking stalls to be delineated with parking blocks (aka wheel stops) to allow a rope and bollard system where 8.5' rope segments are painted white to delineate the width of individual parking stalls. This deviation applies to Phase 1 only. Phase 2 will comply with this code section.**
    - *Staff comments*: *Staff acknowledges that the requested deviation is limited to Phase 1 and is intended as a temporary measure to facilitate initial site activation and operation of the restaurant and entertainment venue pending completion of Phase 2 improvements.*

- **Deviation #6:** A deviation from LDC Section 10-416(c) which requires internal landscaping including landscape island frequency, ground cover material and dimensions to limit landscape islands to terminal islands at the end of drive aisles and allow them to be

comprised of hedges in combination with mulch as groundcover. This deviation applies to Phase 1 only. Phase 2 will comply with this code section.

- *Staff comments: Town staff acknowledge that the requested deviation is limited to Phase 1 and is intended as a temporary measure to facilitate initial operation of the site pending completion of Phase 2 improvements.*

- **Deviation #7:** A deviation from LDC Section 34-2018 which allows the joint use of parking lots for unrelated businesses within 750', to allow the joint use parking area for any business on the island with valet parking. This deviation applies to Phase 2 only.

Staff comment: Staff recognizes that valet operations and alternative transportation methods may increase the feasibility of off-site parking arrangements beyond the 750-foot limitation established in LDC Section 34-2018. However, the distance limitation was adopted to ensure functional accessibility and operational compatibility between parking resources and associated uses.
Thus, staff recommend revisiting this deviation with a parking study in Phase 2.

Overall, staff acknowledges that several requested deviations are proposed as temporary Phase 1 measures associated with expedited site activation and temporary trailer operations. Staff further notes that Phase 2 proposes more permanent site improvements intended to bring portions of the development into greater compliance with current LDC standards. However, staff also notes that approval of the requested deviations should be considered site-specific and should not establish precedent for future reductions to buffering, landscaping, parking, or operational standards elsewhere on Fort Myers Beach.

Neighborhood Compatibility and Public Benefit:

The area surrounding the subject property can be defined as an emerging mixed-use node. It is characterized by mid-to-high rise buildings that house residential condominiums or fractional/condo hotel resorts, an active commercial marina and a commercial center comprised of the CVS pharmacy, and Santini plaza with a variety of planned restaurant and commercial businesses.

While the existing zone for this property is Commercial Resort and the highest and best use for this property was and remains a resort hotel. The proposed DA seeks approval of the use of the property that can be delivered quickly economic benefit to the owner and the town. Due to the interim nature of the proposed uses, locational constraints (VE flood zone) the DA would provide immediate relief; however, flood compliance will be required at the DO stage for both Phases.

Public Benefit: Proposed by the developer:

1) **Public Beach Access**. At no cost to the Town, the Developer will construct a 10-foot-wide multi-use pathway, from Estero Boulevard to the beach, along the northern property line as depicted on the enclosed Development Agreement Site Plan (Exhibit C).
2) **Public Restrooms/Comfort Stations**. At no cost to the Town, the Developer will provide mobile restrooms/comfort stations which will be available to the commercial use patrons and general public.
3) **Limited Commercial Uses**. For the duration of this Development Agreement, the Developer voluntarily limits development to the interim uses and intensities identified herein.
4) **Maintaining View Corridors**. The limited interim uses will provide and maintain viewsheds/view corridors of the beach, gulf and open sky.
5) **Florida Friendly Landscaping**. Required landscaping for this development will incorporate Florida Friendly plantings that are salt and drought resistant and require little or no irrigation.
6) **Hours of Operation**. The Developer will voluntarily limit hours of operation for the restaurant and accessory uses from 7AM to 9:30PM. Notwithstanding the shared parking area, public parking operations will also be limited to 7 AM to 9PM. The shared parking area will be secured, gated and accessed by authorized personnel and will be allowed to operate in the evening and overnight. All vehicles within the shared parking area will need to be identified by a valid parking pass from a hotel or restaurant participating in a joint parking agreement.
7) **Amplified Sound**. Amplified sound for the tiki and recreation areas as depicted on the enclosed Development Agreement Site Plan (Exhibit C) will be limited to 10 AM to 9 PM. Live music will be allowed within the tiki structure only and all sound will be directed toward the beach and gulf.
8) **Turtle Compliant Lighting**. All lighting on site will be compliant with turtle protection requirements from the Town of Fort Myers Beach.
9) **Bike Parking**. The Developer will provide a minimum of 4 bike racks or twelve bike parking spaces.
10) **Proposed Uses**. The proposed restaurant, entertainment, recreation and parking uses fulfill a significant demand on the south end of the island and will benefit residents, visitors, other local businesses and Town's overall recovery. Additionally, the proposed uses in conjunction with the public beach access and public restrooms help "democratize" the beach and promote a fun and relaxed beach/island vibe that is desired.
11) **Positive Economic Impact**. The proposed project will take unproductive vacant property and turn it into an economically productive asset that will create direct and indirect economic impacts to the town including ad-valorem taxes, sales tax, employment, and secondary impacts to other island businesses.

Findings and Conclusions:

The applicant has submitted a Development Agreement application consistent with the procedural requirements of the Town's Administrative Code and Development Agreement regulations. The proposed redevelopment is generally consistent with the Comprehensive Plan vision for the Santini Marina Mixed-Use District and represents reinvestment in a previously developed and storm-damaged property.

The proposed uses are compatible with the historical use of the site and support the Comprehensive Plan's goals related to tourism, pedestrian activity, beach access, and redevelopment of vacant commercial properties. However, the requested deviations should be carefully considered due to their potential implications for future development standards and compatibility with adjacent residential uses.

Further, the applicant has not provided a definitive timeline for the sunset of Phase 1 operations. In email correspondence, the applicant indicated an estimated timeframe of approximately 3 to 3.5 years. Staff recommend that the duration and transition timing between Phase 1 and Phase 2 be further discussed and established by the Town Council as part of the Development Agreement approval process. As per the July 9th, 2026, revised DA submission, the applicant proposed that, in the event Phase 2 does not commence within five (5) years of Certificate of Occupancy issuance for Phase 1, Developer shall provide written notice to Town requesting extension, amendment, or termination of this Development Agreement.

RECOMMENDATION

The development agreement included in your agenda packet results from preliminary negotiations between the applicant and Town staff, in accordance with the processes and procedures outlined in the administrative code section Ordinance 24-247. The proposed uses and some of the suggested public benefits align with the policies of the comprehensive plan.

Case in Opposition to
Old Wyndham Gardens Home Rule Development Agreement
Case #DA20250277
Ordinance 26-02

Opening statement

Good morning. I am Larry Gulleen, President of the Sand Caper Condominium Association, Inc. at 6900 Estero Blvd. Fort Myers Beach. We are immediately adjacent to the Wyndham Hotel property where the development is being proposed. I represent the Board of Directors of the Association and several owners at the property.

We are supportive of restaurant and bar facilities at the property, and support the establishment of permanent pedestrian beach access for south end residents as well as vehicular access for Town and Emergency vehicles. However, we do not believe the proposed development plan for 6890 Estero Boulevard (aka the former Wyndam hotel property) is in keeping with the FMB Comprehensive Development Plan and it does not adhere to the current Zoning ordinances. We are specifically concerned with the size of the parking facilities, the numerous requested zoning variances of setbacks, buffer zones, and the coastal construction line. We are also concerned about the construction of a wave barrier.

I am going to turn this presentation over to Mr. Max Forgey for a discussion of our concerns about the Comprehensive Plan for Land Development.

The Comprehensive Land Development Plan – The proposed development **is inconsistent** with at least **seven specific policies** of the Fort Myers Beach Comprehensive Plan.

1. **Small Town Character** - OBJECTIVE FLU-1-A: "Maintain the **small-town character** of Fort Myers Beach and the **pedestrian-oriented "public realm"** that allows people to move throughout the island **without the need of cars** even in the midst of peak-season congestion."

   Proposed development would include "±237 parking spaces and 10 golf cart spaces" per the application [pg. 14]. This does not promote small-town character, does not create a "pedestrian-oriented public realm" and does not diminish the need of cars in the vicinity.

2. **Pedestrian-Oriented Public Amenities** -POLICY FLU 1-A-2: "The Town of Fort Myers Beach **values** its vibrant economy and **walkable commercial areas.** Through this plan, the Town will ensure that new commercial activities, when allowed, will **contribute to the pedestrian oriented public realm.** All new development is encouraged to provide for amenities that enhance the public realm, including, but not limited to: art, benches, bike racks, trash receptacles, right-of way landscaping, etc. "

   To the extent that a "public realm might be created by the proposed development, it would not be "pedestrian-oriented."

3. **Parking** - POLICY FLU 1-8-5: "The Town shall explore opportunities to provide innovative parking solutions on the Island to meet future demands. The Town shall maximize efficient use of land, minimize gaps in the urban landscape, and improve urban form by: encouraging redevelopment of existing surface parking lots; **discouraging creation of new surface lots; consolidating parking in strategically located parking structures; and managing parking as a system.** The Town shall consider/encourage the use of shared parking."

   The Town's general policy is to discourage new surface parking lots, to develop strategically located parking structures, and to manage parking as a system. The proposed 237 spaces, more or less, would accomplish none of those directives. 237 spaces means more than 237 people. It means at least double that, plus additional family members and other passengers. Unlike the persons who park their vehicles at a motel or resort, where vehicles typically remain parked all day, there is plenty of churn.

4. **"Medium Residential" FLUM Definition** - POLICY FLU 1-b-2b: "Designed for subdivisions with **mixed housing types on smaller lots, newer high-rise buildings, and mobile home and RV parks.** This category will ensure that Fort Myers Beach **retains a variety of neighborhoods and housing types. Commercial activities are appropriate primarily along Estero Boulevard and must be sensitive to nearby residential uses,** complement any adjoining commercial uses, contribute to the public realm as described in this Comprehensive Plan, and meet the design concepts of this plan and the Land Development Code. The non-residential Floor Area Ratios (FAR) in Medium Residential shall not exceed 1.5. Density: The maximum density is up to six (6) dwelling units per acre, except those developments previously vested with 10 units under the 'platted overlay' may continue."

*The FMB Comprehensive Plan, as the Town's adopted vision of its land use future, is Medium Residential for this subject property, and **residential uses** are assumed to be the central theme. The public realm must be developed in a manner that is harmonious with the existing residential uses. This can be achieved with the collaboration of Town Council and LPA to guarantee that the public-generated activities, their lights, noise, odors, windborne litter, and other sights and activities, do not clash with the use and enjoyment of their neighbors, and more specifically, can be enforced and implemented with minimal response by residential neighbors. The proposed development does not design a subdivision with mixed housing types, or any other designated residential type. The 237-space parking lot would not be sensitive to nearby residential uses. The public realm which might be created would not be pedestrian-oriented.*

5. **Mixed Use, Boulevard, and Pedestrian Commercial** - POLICY FLU-1-B-3: ""The **Mixed-Use, Boulevard, and Pedestrian Commercial** future land use designations signify **the areas within the Town envisioned for the most intense development and land use activities.** The intensity of development is determined by the recommended Floor Area Ratio (FAR) specified for each land use district."

   *Medium Residential is medium residential. "Residential " is the noun. The Town has historically regarded the Med Res FLUM use as **relatively low density**. This policy specifies which uses (Mixed Use, Boulevard, and Ped Com) are most intense.*

6. **Land Use Types Defined**
   POLICY FLU-1-B-4: ""For purposes of this Comprehensive Plan, land uses are divided into the following types:

   i. Residential uses include detached homes, accessory apartments, home occupations, mobile homes, assisted living facilities, apartments, live-work units, accessory dwelling units, and condominiums, provided that no dwellings are rented for periods shorter than one week."

   These are the principal allowable uses in Medium Residential FLUM. Parking is not a residential use, and it is not a principal use

7. **Commercial Locations** - POLICY FLU 1-C-3: ""When **evaluating proposals for new or expanded commercial uses** in categories where they are permitted, the following principles shall apply:

   .....

   " iii. In the **"Medium Residential"** category, commercial uses **are limited to lower impact uses** such as offices, motels, and public uses, and must be **sensitive to nearby residential uses**, complement any adjoining commercial uses, contribute to the public realm as described in this Comprehensive Plan, satisfy concurrency requirements for public facilities, and meet the design concepts of this plan and the Land Development Code.

   The Fort Myers Beach Comprehensive Plan places heavy emphasis on protecting the quality of existing neighborhoods. We contend that this emphasis can be accomplished with a collaborative effort on the part of Town elected officials, LPA, staff, the adversely affected neighbors.

Zoning and Related Items - There are several zoning related items that are of concern.

1) **Commercial Resort Zoning.** First, this development proposal is being made for a parcel currently zoned for Commercial Resorts.

   FMB code Sec. 34-645. - CR (Commercial Resort) zoning district states
   (a) The purpose of the CR zoning district is to designate suitable locations for motels, resorts, and related services, and that
   (b) In the CR zoning district, allowable uses are defined in Table 34-2 and property development regulations are contained in Table 34-3.

   Sec. 34-2. – Definitions state:

   Resort means a mixed-use facility that accommodates transient guests or vacationers as well as longer-term residents. Resorts contain ***at least one hotel/motel and at least 50 total units,*** which include a combination of dwelling units and guest units and may also include timeshare units, and provide food service, outdoor recreational activities, and/or conference facilities for their guests.

   This does not meet the requirements of the FMB code since there is no hotel/motel with at least 50 total units. This proposal is for a parking lot with several accessory structures, but there is no primary hotel or motel structure. It is a violation of the zoning code.

2) **Setbacks, Buffers, and other requested variances** - Depending on the zoning of the property, setback and buffer zone requirements apply. We are one of many multifamily residential properties in the area, and the protections afforded us by these items are important.
   a. They are asking for variances to the buffer between their development and our property. This will impact our property values and we oppose this.
   b. They are asking for other variances to fit more cars in the parking lot. In addition, they are asking for a variance to become a parking lot for surrounding businesses through valet parking. We oppose this.

3) **Coastal Construction Line** - They are asking to increase their property development beyond the coastal construction line by the use of the Wave Barrier, extension of their recreation area, and extension of their Consumption on Premises area 30' beyond the Coastal Construction Line. They are trying to fit 10 pounds of sugar in a 5-pound bag and we oppose this.

4) **Wave Barrier –** We have not been told how high this barrier is, but we are concerned with the existence of any barrier without the appropriate environmental impact study.

a. First, inherent to their proposal of the barrier, it is significantly being used as a line of demarcation for their extension of their Consumption on Premises area and their ability to extend their business beyond the Coastal Construction Line, which we oppose.
b. Second, we are concerned with the impact of such a barrier upon our property. Such a barrier was put in place at Leonardo Arms. In Hurricane Milton and other lesser, yet common, weather events, the diverted waves significantly harmed associations to the south and north of their property. We are concerned about the diversion of hurricane water toward both our property and the Little Estero Critical Wildlife Area. It could also impact the berm that our Township has spend thousands of dollars to construct.

5) **Beach and Wildlife Area Impact**
   a. There is essentially no mention of the impact of this proposal on the Little Estero Critical Wildlife Area. As proposed, there will likely be a significantly larger volume of people on the beach than ever before, potentially 800 to 1,900 people per day, depending on vehicle turnover and visitors per vehicle. This will become the largest beach parking area on the island. Parts of this beach have been cordoned off for bird nesting areas and sea turtles in certain times of the year. Allowing that volume of people on the beach will put those valuable natural resources in jeopardy.
   b. Since most of the signage for the wildlife area was lost during Hurricane Ian, we often see dogs running unleashed in the areas formerly restricted from dogs. Dogs are allowed to chase the birds in the waters of the sanctuary. Allowing the significantly increased volume of non-resident vehicles will likely bring an increase of dogs. It would be best if no pets were allowed to come to this property. This no-pet rule is a rule enforced on Bonita Beach.
   c. If there are 800 to 1,900 people on the beach, are there enough bathroom facilities to provide for them? Are there controls on consumption of alcohol on the beach?
   d. The ability to have life music, a swimming pool and an amusement park style lazy river will all contribute to the noise in the area. We cannot know the impact of this on the wildlife area, but believe it is negative.

6) **Hours of Operation, Noise, Amusements** -This property is supposed to be a Medium Density Residential development according to the Development plan.
   a. Live, amplified music from 10AM to 9PM is not normal in a residential area. We have been fine with the live music in the old Pinchers bar and restaurant. It was much more limited hours and the building itself buffered the music from our building. Our owners are required to use ear buds and headphones at our pool and on our lanais. This will overwhelm our solitude during significant hours of the day.

b. Cars arriving from off island at 7AM in the morning is not normal to a residential area.
c. A large pool, independent of any resort hotel is not a residential area development. An amusement park style lazy river is not a residential area development. I point out the operative word in the Development Plan sentence is **residential.**
d. Other items - Will the bathrooms be locked over night? Will there be parking attendants over night? Will there be a sheriff presence?

7) Parking and other impacts.

a. As Max mentioned, our Town's Development Plan states the creation of new surface parking lots is to be discouraged in our development area. This proposal clearly goes against this goal.

b. These visitor volumes are substantially different from the former Wyndham hotel. Although limited public parking may have been available in the past, the vast majority of parking spaces served hotel guests who typically arrived once and remained parked for extended periods. A public parking facility generates repeated vehicle turnover throughout the day, resulting in significantly greater traffic volumes, visitor counts, and impacts on surrounding properties. Of particular concern are:
   - Increased traffic congestion on Estero Boulevard.
   - Vehicles circulating through neighboring condominium communities after parking areas reach capacity.
   - Increased pressure on nearby private parking facilities as drivers attempt to use private lots.
   - Greater pedestrian activity through residential areas.
   - Increased demands on law enforcement, traffic control, parking enforcement, and emergency services.
   - Potential impacts on emergency vehicle access during periods of peak congestion.

c. A final item to consider comes from a recent article in Gulfshore Business that notes a poor recovery of the smaller hotel and motel spaces on Fort Myers Beach. This is especially true on the south end of the island. Encouraging the return of hotel space to this property that is already zoned for that kind of development would be wise.

Summary of Comments – The current plan is not built for Fort Myers Beach residents and owners. It is significantly built for hundreds of outsiders who will come to our community for the benefit of one owner. This will come at the expense of the Township of Fort Myers Beach and Lee County, who have to provide an increase in services with no provision for those costs. I speak for several owners in our Association and owners in other associations when I say that we bought our condos based on good and fair reliance on the Comprehensive Plan for Land Development. We invested with the expectation that the properties identified as Medium Density Residential Properties would remain so, according to the plan. We understand that developers may argue that such a development enhances the public realm. That may be one opinion but as we have argued, we believe it is a detriment to the Public Realm and is in opposition to our FMB Development Plan, which focus heavily on preserving community character and strict environmental protections. We also believe that this plan is not legally in compliance with the zoning ordinances.

We ask you to vote a NO recommendation as this moves to the Town Council for review. Thank you for your time and consideration.

DARYL MAX FORGEY AICP
d/b/a FORGEY PLANNING LLC
236 SE 45th Street
Cape Coral FL 33904
max@forgeyplanning.com
239.560.5864

June 12, 2026

Nancy Ann Stuparich, Esq.
Town Attorney
Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach, FL 33931

Ms. Stuparich:

SUBJECT: REQUEST FOR ADVERSELY AFFECTED PARTY STATUS IN OPPOSITION TO CASE NUMBER DA20250277 AND RELATED ORDINANCE NUMBER 26-02 FOR A HOME RULE DEVELOPMENT AGREEMENT FOR A PROPERTY F/K/A KNOWN AS OLD WYNDHAM GARDEN LOCATED AT 6890 ESTERO BOULEVARD IN THE TOWN OF FORT MYERS BEACH FLORIDA

REQUEST FOR ADVERSELY AFFECTED PARTY STATUS. The purpose of this letter is to request Adversely Affected Party Status on behalf of Client LARRY GULLEEN, whose property is located at 6900 Estero Boulevard, Unit 506, Fort Myers Beach, FL 33931, JOHN TUTTLE, residing at 6900 Estero Boulevard, Unit 607; and JAN COYNE, residing at 6900 Estero Boulevard, Unit 204. These persons all reside or own property in close proximity to the proposed development and are members of the SAND CAPER CONDOMINIUM ASSOCIATION, INC (SCCA).

Qualifications of professional planner. The undersigned is an urban planner with a solo practice based in Lee County Florida, who earned the Master of Public Affairs (MPA) degree with a concentration in Urban and Regional Planning from the O'Neill School of Public and Environmental Affairs from Indiana University Bloomington, and is a thirty-three year member in good standing of the American Institute of Certified Planners. He has previously qualified as an expert in five or more previous cases before the Town of Fort Myers Beach Local Planning Agency or the Town Council. Max Forgey, whose resume is attached to this letter, is not an attorney. The SCCA has not retained counsel as of the date of this letter.

Adversely Affected Party Status. Florida Statutes Sec. 163.3215 articulates the manner in which the State of Florida protects adversely affected parties in land use hearings, such as this case. Paragraph (2) provides this definition:

> "(2) As used in this section, the term 'aggrieved or adversely affected party' means any person or local government that will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, and environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large but must exceed in degree the general interest in community good shared by all persons. The term includes the owner, developer, or applicant for a development order."

Mr. Gulleen, Mr. Tuttle, and Ms. Coyne are affected parties because they own residences which abut the proposed development, and would be impacted by the parking lot and its activities. They are concerned about the long-term impact of this proposed development on the us and enjoyment of their properties.

The June 16th LPA hearing and the need for public participation. As Adversely Affected parties, these persons have a due process right under the First and Fourteenth Amendments to participate fully in any and all future hearings, including the Town Council hearings, including the hearing scheduled for August 3rd. Mr. Gulleen, Mr. Tuttle, and Ms. Coyne have studied the issues related to this application and request thirty (30) minutes of uninterrupted time at the LPA hearing and at each Council hearing and any continued hearings which may occur. This would allow the LPA and Council to hear an organized oral presentation, augmented with supplemental written reports.

Respectfully,

/s/ Max Forgey
AICP #051,330
max@forgeyplanning.com

cc: Anita Cereceda, LPA Chair
Frankie Kropacek, CDD Director
Jason Green, AICP
Larry Gulleen, SCCA

DARYL MAX FORGEY AICP
LAND USE CONSULTANT & EXPERT WITNESS
236 SE 45th Street
Cape Coral FL 33904
max@forgeyplanning.com
239.560.5864

Max Forgey is an experienced land use planner with more than three decades of professional experience and success in administration of local government comprehensive planning strategies, land development and regulatory controls, governmental relations, and public policy communications. Clients include governmental organizations and private property owners. He is the sole proprietor of FORGEY PLANNING LLC, a planning consultancy which provides expert witness services in land use cases and is allied with LAND SMART LLC, a Florida-based consortium of land use professionals which provides a broad range of professional assistance to public and private sector clients.

His professional knowledge encompasses creating and developing community and small-area plans, urban design and architectural standards, land development entitlements, project management, and expert witness testimony. Max has worked on more than 35 cases across 25 Florida counties and municipalities, appearing before local planning agencies, city and county elected bodies, hearing examiners, administrative law judges, and circuit court proceedings.

Max also actively participates in and leads speaking engagements at professional development conferences and symposia through the Promised Lands section of the American Planning Association Florida chapter, with the American Institute of Certified Planners, the Florida Planning and Zoning Association, and other organizations.

Qualifications

- LAND SMART LLC, Managing Member of a Cape Coral, Florida-based consortium
- FORGEY PLANNING LLC. Owner of an urban planning and land-use consulting practice.
- Master of Public Affairs (MPA) in Urban and Regional Planning, Indiana University.
- Member American Institute of Certified Planners (AICP) since 1993.
- Member Florida Planning and Zoning Association (FPZA).
- Qualified as an expert witness in Lee County Hearing Examiner proceedings.
- Former Planning and Community Development Director in Charlotte County.
- Former Planning Commissioner (LPA), City of Cape Coral, Florida.
- Contract planner for the Town of Kenneth City.

Accomplishments

- Lead author of Kenneth City Evaluation and Appraisal Report (EAR) which was found in compliance with Florida's planning laws by the Florida Department of Commerce on April 7, 2025.

- Established FORGEY PLANNING, an urban planning and land use consulting practice.
- Developed a template for auditing the effectiveness of existing local governments comprehensive plans and zoning code for internal consistency of plan policy framework.
- Authored "The Platted Lands Challenge" report for the six-county area of Southwest Florida offering policy guidance for platted, scattered-lot properties.
- Developing implementation strategies which employ automation to create linked mixed media tools for restructuring and updating local government planning and zoning regulations.

Certification

AICP (American Institute of Certified Planners) Certification #051,330 Florida Chapter, APA Member in good standing since 1993. A national professional certification maintained by the American Planning Association. AICPs must first meet educational standards and then pass an examination covering all aspects of professional planning practice, and are expected to maintain their membership through a self-directed program of study that is monitored by the national organization, which includes regular training in law and ethics.

Professional Experience

Forgey Planning Cape Coral, FL

Owner. 2008-present. A solo planning practice concentrating comprehensive planning work for Lee and Sarasota Counties, the City of North Port, and the Captiva Community Panel. Developed a template for auditing the effectiveness of existing local governments comprehensive plans which has been applied in Sarasota County. An expert witness since 2013, working on more than 40 cases in 25 Florida counties and municipalities, appearing before planning commissions, city councils, county commissions, hearing examiners, administrative law judges, and circuit court. Qualified as an expert witness in Lee County Hearing Examiner proceedings.

Zoning Technologies Cape Coral, FL

President. 2011-2017. A start-up subsection 'S' corporation that specialized in restructuring and updating local government comprehensive plans and developing implementation strategies which employ automation to create linked tools (e.g. application forms, automated worksheets, case reports, and adopting resolutions). The Zoning Technologies expert system prototype products were marketed statewide and were demonstrated at the American Planning Association (APA) national conference in Atlanta in 2014.

Osceola County, Florida Kissimmee, FL

Planning Coordinator. 2005-2008. Authored key elements of the Osceola County Comprehensive Plan and most of the County's 2008 Evaluation and Appraisal Report.

Clay County, Florida Green Cove Springs, FL

Senior Planner. 2003-2005. Authored the county's Interlocal Service Delivery Agreement Report (ISDAR) mandated by the Florida legislature, identifying all service overlaps between and among all local governments within Clay County.

Lake County, Florida Tavares, FL

Planning Director. 2001-2003. Staff liaison to the Environmental Lands Management Advisory Committee, a citizen organization created by the Board of County Commissioners to study the creation of an environmental land program. Recommended policies were ratified in November 2002, when Lake County voters approved a one-third mil assessment for the acquisition of environmental lands.

Southwest Florida Regional Planning Council Fort Myers, FL

Planner. 1997-1998. Reviewed local government plan amendments throughout the six-county area and authored "The Platted Lands Challenge" report.

Charlotte County, Florida Port Charlotte, FL

Community Development Director 1995-1997; *Planning Director 1990-1995.* Early in my tenure, Gulf Development Corporation (GDC), the County's largest land subdivider, declared bankruptcy, shifting responsibility for completion of roads, bridges, drainage works, and utilities, to the public sector and forcing a host of development decisions upon the local government and public agencies. I had three memorable achievements during these seven years:

- Managed the research, preparation, and adoption of the County's Evaluation and Appraisal Report (EAR) and Comprehensive Plan. Aggressively negotiated with the Florida Department of Community Affairs (DCA) to remove the Plan's not-in-compliance finding.

- Led the staff team that rewrote the Charlotte County Comprehensive Plan and was the point person in the successful four-year effort to negotiate a stipulated settlement agreement between the Board of County Commissioners and the Florida Department of Community Affairs to find Charlotte County's Comprehensive Plan in compliance with Florida's Growth Management Act.

- Advocated against the rezoning of 42 parks (illustrated as such on GDC sales maps and the County's Future Land Use Maps) to residential uses. The Company's receivers eventually relented on their policy position and donated 41 parcels to the people of Charlotte County.

City of Cape Coral Cape Coral, FL

Deputy Planning Director. 1985-1990. Authored and supervised preparation of key elements of the 1988 Comprehensive Plan (the City's first plan under the 1985 Growth Management Act) and the City's 1989 Land Development Code.

Education

Indiana University Bloomington, IN

Master of Public Affairs (MPA) from the O'Neill School of Public and Environmental Affairs, 1982. Concentration in Urban and Regional Planning. The O'Neill School ranks #2 of 269 public administration graduate programs in US public administration graduate programs in the 2025-26 *U.S. News & World Report* "Best Graduate School" report.

Important Cases, Continuing Education, Writing & Teaching

- Co-presenting "*The Evolution of Growth Management: How Florida Planning Became an Adversarial Process*" with Gary K. Oldehoff, Esq. on May 29, 2026 at the annual Florida Planning and Zoning Association (FPZA) Conference in Sarasota.

- Co-presented *"Legislative and Quasi-judicial: What Every Planner Needs to Know"* with Ralf Brookes at American Planning Association Florida Chapter conference in Daytona Beach on September 18, 2025.

- Co-presented a panel "*Sometimes a Word is Worth a Thousand Pictures: Communication Skills for Planners"* with Casey Dendor, AICP, and Doug Kelly, AICP, at FPZA conference in Charlotte Harbor, June 5, 2024.

- Program chair for APA Florida/ FPZA *"The Perfect Storm Eight Months Out: A Symposium for Professional Planners, Design Professionals, Plan Commissioners & Regular People*" at Charlotte County Event & Conference Center Punta Gorda May 12, 2023.

- Presenting a panel *"Incorporation, Annexation, and Disincorporation"* with Jim Studiale, AICP, and Luke Lirot, Esq. at APA Florida state conference on Orlando September 7, 2022.

- Co-presented a panel *"Legislative and Quasi-judicial: What Every Planner Needs to Know"* with Attorney Andrew Dickman, AICP, at annual conference of Florida Planning & Zoning Association on Captiva Island June 3, 2022.

- Program Chair for "*The Swamp Peddlers"*, an APA Florida/ Florida Planning & Zoning Association symposium conducted on August 6, 2021 in Punta Gorda. Keynote speaker Jason Vuic and other presenters explored the legacy of land sales scams in Southwest Florida on the twentieth anniversary of the General Development Corporation bankruptcy.

- Designed and co-presented *"Land Use 101"*, a seminar for planning commissioners, elected officials, and new planners, hosted by the City of Cape Coral on June 16 and July 14, 2021 with co-presenters Vince Cautero, AICP, the City's Community Development Director, and Attorney Ralf Brookes.

- Expert witness for client West Villagers for Responsible Government (WV4RG), a citizen organization which challenged the annexation of the 8730-acre non-contiguous West Villages subdivisions into the City of North Port. The City Commission rejected the Villagers' challenge by a unanimous vote, but following appeal presented by attorney Luke Lirot, the Twelfth District overturned the City's order denying petition for contraction in *West Villagers for Responsible Government v. City of North Port.*

- Moderated a panel for law credit at the September 9, 2020 Zoom-facilitated American Planning Association's Florida state conference. Co-presenters were attorneys Karen Consalo, Thomas Hawkins, and Andrew Dickman. "*The Rules are* Very *Different Here: How to Reform Florida's Land Use Decision-making Process"* surveyed the inconsistencies among local governments' handling of land use decision-making and proposed a new Environmental Land Management Study (ELMS) to improve those processes.

- Attended and participated in American Planning Association Florida chapter's 18th annual *Public Policy Workshop* at Florida State University, Tallahassee February 2020.

- Drafted update of Town of *Fort Myers Beach Sign Ordinance* to reflect SCOTUS *Reed v. Gilbert* opinion for Weiler Engineering Fall 2019-Winter 2020.

- Program chair for "*Planners in Peril: Law, Legislation, and Ethics for Design Professionals*," an APA Florida Promised Lands section symposium December 6, 2019 at Bonita Springs City Hall.

- Program chair for "*How High is the Water, Ma?: Rising Sea Level on the Florida Gulf Coast and what we can do about it,*" sponsored by Friends of Boca Grande Community Center, March 22, 2019 at the Boca Grande Community Center Auditorium.

- Member, *Faith Presbyterian Affordable Housing Board*, a not-for-profit corporation which aspires to offer quality housing for low- and moderate-income persons in Cape Coral. Appointed 2018; appointment ended December 2020.

- Received 2018 American Planning Association Florida Chapter, Promised Lands section's first-ever *Wayne Daltry Award for Planning Programs* for developing professional education symposia.

- Prepared *policy audit of Town of Fort Myers Beach Comprehensive Plan* for Weiler Engineering, Summer 2018.

- Program chair for American Planning Association symposium "*Warped Tour '18: Land Use Law for Planners*" March 23, 2018 in Punta Gorda.

- Attended and participated in the hurricane-shortened APA Florida chapter annual conference in Daytona Beach September 4-6, 2017. Led panel with Greg Beliveau, AICP and Jane West Esq. entitled "*How to Build a Better Client*."

- Program chair for Captiva Community Panel/ Florida APA symposium "*Now in* My *Back Yard: Rising Sea Level on Florida's Gulf Coast and what can be done about it*" January 13, 2017 at South Seas Resort on Captiva Island.

- Co-authored article with Karen Consalo, Esq. "*Best Practices for Local Government Land Use Decision-making*" in Summer 2016 edition of *Florida Planning*.

- Speaker at American Planning Association Florida Chapter Annual Conference in Tampa, September 9, 2016. "*A Pre-tirement Guide for Perplexed Planners: Making the Transition to Solo Practitioner*."

- Attended and participated in CLE International's annual *Land Use Law symposium* in Tampa, August 18-19, 2016, and August 6-7, 2015.

- Speaker at University of Central Florida 2016 Public Administration Research Conference April 8, 2016. Topic: "*What's the Big Idea: New Software that Aids Land Use Decisions*."

- Attended and participated in *APA Florida chapter annual conference* in Hollywood, Florida September 10-13, 2015.

- Coordinator and presenter for daylong FAPA-sponsored symposium *"Everything You Ever Wanted to Know about Florida Land Use*" in Cape Coral May 16, 2014.

Jurisdictions - Expert Witness Work

Bonita Springs
Bradenton
Cape Coral (5)
Charlotte County (2)
Collier County (2)
DeSoto County
Fort Myers Beach (2)
Hardee County
Hendry County (C Court)
Hernando County
Highlands County
Hillsborough County (3)
Hillsboro Beach
Miramar
Monroe Co (ALJ)
North Port
Orange County
Ormond Beach
Pasco County (2)
Palm Beach County (ALJ)
Polk County (C court)
Punta Gorda (2)
St. Johns County (4)
Sarasota County
Sumter County
Suwannee County

Lantana
Lee County (8)

Venice

Case in Opposition to
Old Wyndham Gardens Home Rule Development Agreement Case #DA20250277 Ordinance 26-02

TOWN OF FORT MYERS BEACH
LOCAL PLANNING AGENCY

JUNE 16 2026

Adversely Affected Parties Presentation

- Opening Statement
  - Larry Gulleen – President, Sand Caper Condominium Association, Inc.

Comprehensive Land Development Plan

Comments by Mr. Daryl Max Forgey, AICP – d/b/a Forgey Planning LLC

The proposed development is **inconsistent** with at least **seven specific policies** of the Fort Myers Beach Comprehensive Plan

1. **Small Town Character -** OBJECTIVE FLU-1-A: "Maintain the **small-town character** of Fort Myers Beach and the **pedestrian-oriented "public realm"** that allows people to move throughout the island **without the need of cars** even in the midst of peak-season congestion."
2. **Pedestrian-Oriented Public Amenities -**POLICY FLU 1-A-2: "The Town of Fort Myers Beach **values** its vibrant economy and **walkable commercial areas**. Through this plan, the Town will ensure that new commercial activities, when allowed, will **contribute to the pedestrian oriented public realm**. All new development is encouraged to provide for amenities that enhance the public realm, including, but not limited to: art, benches, bike racks, trash receptacles, right-of way landscaping, etc. "

Comprehensive Land Development Plan

3. **Parking -** ~~POLICY FLU 1-8-5: "The Town shall explore opportunities to provide innovative parking~~ solutions on the Island to meet future demands. The Town shall maximize efficient use of land, minimize gaps in the urban landscape, and improve urban form by: encouraging redevelopment of existing surface parking lots; **discouraging creation of new surface lots; consolidating parking in strategically located parking structures; and managing parking as a system.** The Town shall consider/encourage the use of shared parking."

4. **"Medium Residential" FLUM Definition -** POLICY FLU 1-b-2b: "Designed for subdivisions with **mixed housing types on smaller lots, newer high-rise buildings, and mobile home and RV parks**. This category will ensure that Fort Myers Beach **retains a variety of neighborhoods and housing types**. **Commercial activities are appropriate primarily along Estero Boulevard and must be sensitive to nearby residential uses**, complement any adjoining commercial uses, contribute to the public realm as described in this Comprehensive Plan, and meet the design concepts of this plan and the Land Development Code. The non-residential Floor Area Ratios (FAR) in Medium Residential shall not exceed 1.5. Density: The maximum density is up to six (6) dwelling units per acre, except those developments previously vested with 10 units under the 'platted overlay' may continue."

Comprehensive Land Development Plan

5. **Mixed Use, Boulevard, and Pedestrian Commercial -** POLICY FLU-1-B-3: “"The **Mixed-Use, Boulevard, and Pedestrian Commercial** future land use designations signify **the areas within the Town envisioned for the most intense development and land use activities**. The intensity of development is determined by the recommended Floor Area Ratio (FAR) specified for each land use district.“

6. **Land Use Types Defined**

   POLICY FLU-1-B-4: “"For purposes of this Comprehensive Plan, land uses are divided into the following types:

   i. Residential uses include detached homes, accessory apartments, home occupations, mobile homes, assisted living facilities, apartments, live-work units, accessory dwelling units, and condominiums, provided that no dwellings are rented for periods shorter than one week."

Comprehensive Land Development Plan

7. **Commercial Locations -** POLICY FLU 1-C-3: “"When **evaluating proposals for new or expanded commercial uses** in categories where they are permitted, the following principles shall apply:

……

" iii. In the “**Medium Residential”** category, commercial uses **are limited to lower impact uses** such as offices, motels, and public uses, and must be **sensitive to nearby residential uses**, complement any adjoining commercial uses, contribute to the public realm as described in this Comprehensive Plan, satisfy concurrency requirements for public facilities, and meet the design concepts of this plan and the Land Development Code.

Zoning and Related Items

1. **Commercial Resort Zoning**
2. **Setbacks, Buffers, and other requested variances**
3. **Coastal Construction Line**
4. **Wave Barrier**
5. **Beach and Wildlife Area Impact**
6. **Hours of Operation, Noise, Amusements**
7. **Parking and other impacts**

Summary of Comments

Case in Opposition to
Old Wyndham Gardens Home Rule Development Agreement
Case #DA20250277
Ordinance 26-02

Opening statement

Good morning. I am Larry Gulleen, President of the Sand Caper Condominium Association, Inc. at 6900 Estero Blvd. Fort Myers Beach. We are immediately adjacent to the Wyndham Hotel property where the development is being proposed. I represent the Board of Directors of the Association and several owners at the property.

We are supportive of restaurant and bar facilities at the property, and support the establishment of permanent pedestrian beach access for south end residents as well as vehicular access for Town and Emergency vehicles. However, we do not believe the proposed development plan for 6890 Estero Boulevard (aka the former Wyndam hotel property) is in keeping with the FMB Comprehensive Development Plan and it does not adhere to the current Zoning ordinances. We are specifically concerned with the size of the parking facilities, the numerous requested zoning variances of setbacks, buffer zones, and the coastal construction line. We are also concerned about the construction of a wave barrier.

I am going to turn this presentation over to Mr. Max Forgey for a discussion of our concerns about the Comprehensive Plan for Land Development.

The Comprehensive Land Development Plan – The proposed development **i**s **inconsistent** with at least **seven specific policies** of the Fort Myers Beach Comprehensive Plan.

1. **Small Town Character -** OBJECTIVE FLU-1-A: "Maintain the **small-town character** of Fort Myers Beach and the **pedestrian-oriented "public realm"** that allows people to move throughout the island **without the need of cars** even in the midst of peak-season congestion."

   Proposed development would include "±237 parking spaces and 10 golf cart spaces" per the application [pg. 14]. This does not promote small-town character, does not create a "pedestrian-oriented public realm" and does not diminish the need of cars in the vicinity.

2. **Pedestrian-Oriented Public Amenities -**POLICY FLU 1-A-2: "The Town of Fort Myers Beach **values** its vibrant economy and **walkable commercial areas**. Through this plan, the Town will ensure that new commercial activities, when allowed, will **contribute to the pedestrian oriented public realm**. All new development is encouraged to provide for amenities that enhance the public realm, including, but not limited to: art, benches, bike racks, trash receptacles, right-of way landscaping, etc. "

   To the extent that a "public realm might be created by the proposed development, it would not be "pedestrian-oriented."

3. **Parking -** POLICY FLU 1-8-5: "The Town shall explore opportunities to provide innovative parking solutions on the Island to meet future demands. The Town shall maximize efficient use of land, minimize gaps in the urban landscape, and improve urban form by: encouraging redevelopment of existing surface parking lots; **discouraging creation of new surface lots; consolidating parking in strategically located parking structures; and managing parking as a system.** The Town shall consider/encourage the use of shared parking."

   The Town's general policy is to discourage new surface parking lots, to develop strategically located parking structures, and to manage parking as a system. The proposed 237 spaces, more or less, would accomplish none of those directives. 237 spaces means more than 237 people. It means at least double that, plus additional family members and other passengers. Unlike the persons who park their vehicles at a motel or resort, where vehicles typically remain parked all day, there is plenty of churn.

4. **"Medium Residential" FLUM Definition -** POLICY FLU 1-b-2b: "Designed for subdivisions with **mixed housing types on smaller lots, newer high-rise buildings, and mobile home and RV parks**. This category will ensure that Fort Myers Beach **retains a variety of neighborhoods and housing types**. **Commercial activities are appropriate primarily along Estero Boulevard and must be sensitive to nearby residential uses**, complement any adjoining commercial uses, contribute to the public realm as described in this Comprehensive Plan, and meet the design concepts of this plan and the Land Development Code. The non-residential Floor Area Ratios (FAR) in Medium Residential shall not exceed 1.5. Density: The maximum density is up to six (6) dwelling units per acre, except those developments previously vested with 10 units under the 'platted overlay' may continue."

*The FMB Comprehensive Plan, as the Town's adopted vision of its land use future, is Medium Residential for this subject property, and **residential uses** are assumed to be the central theme. The public realm must be developed in a manner that is harmonious with the existing residential uses. This can be achieved with the collaboration of Town Council and LPA to guarantee that the public-generated activities, their lights, noise, odors, windborne litter, and other sights and activities, do not clash with the use and enjoyment of their neighbors, and more specifically, can be enforced and implemented with minimal response by residential neighbors. The proposed development does not design a subdivision with mixed housing types, or any other designated residential type. The 237-space parking lot would not be sensitive to nearby residential uses. The public realm which might be created would not be pedestrian-oriented.*

5. **Mixed Use, Boulevard, and Pedestrian Commercial -** POLICY FLU-1-B-3: “"The **Mixed-Use, Boulevard, and Pedestrian Commercial** future land use designations signify **the areas within the Town envisioned for the most intense development and land use activities**. The intensity of development is determined by the recommended Floor Area Ratio (FAR) specified for each land use district."

   *Medium Residential is medium residential. "Residential " is the noun. The Town has historically regarded the Med Res FLUM use as **relatively low density**. This policy specifies which uses (Mixed Use, Boulevard, and Ped Com) are most intense.*

6. **Land Use Types Defined**
   POLICY FLU-1-B-4: “"For purposes of this Comprehensive Plan, land uses are divided into the following types:

   i. Residential uses include detached homes, accessory apartments, home occupations, mobile homes, assisted living facilities, apartments, live-work units, accessory dwelling units, and condominiums, provided that no dwellings are rented for periods shorter than one week."

   These are the principal allowable uses in Medium Residential FLUM. Parking is not a residential use, and it is not a principal use

7. **Commercial Locations -** POLICY FLU 1-C-3: “"When **evaluating proposals for new or expanded commercial uses** in categories where they are permitted, the following principles shall apply:

   ……

   " iii. In the “**Medium Residential”** category, commercial uses **are limited to lower impact uses** such as offices, motels, and public uses, and must be **sensitive to nearby residential uses**, complement any adjoining commercial uses, contribute to the public realm as described in this Comprehensive Plan, satisfy concurrency requirements for public facilities, and meet the design concepts of this plan and the Land Development Code.

   The Fort Myers Beach Comprehensive Plan places heavy emphasis on protecting the quality of existing neighborhoods. We contend that this emphasis can be accomplished with a collaborative effort on the part of Town elected officials, LPA, staff, the adversely affected neighbors.

Zoning and Related Items - There are several zoning related items that are of concern.

1) **Commercial Resort Zoning.** First, this development proposal is being made for a parcel currently zoned for Commercial Resorts.

   FMB code Sec. 34-645. - CR (Commercial Resort) zoning district states
   (a) The purpose of the CR zoning district is to designate suitable locations for motels, resorts, and related services, and that
   (b) In the CR zoning district, allowable uses are defined in Table 34-2 and property development regulations are contained in Table 34-3.

   Sec. 34-2. – Definitions state:

   Resort means a mixed-use facility that accommodates transient guests or vacationers as well as longer-term residents. Resorts contain ***at least one hotel/motel and at least 50 total units,*** which include a combination of dwelling units and guest units and may also include timeshare units, and provide food service, outdoor recreational activities, and/or conference facilities for their guests.

   This does not meet the requirements of the FMB code since there is no hotel/motel with at least 50 total units. This proposal is for a parking lot with several accessory structures, but there is no primary hotel or motel structure. It is a violation of the zoning code.

2) **Setbacks, Buffers, and other requested variances -** Depending on the zoning of the property, setback and buffer zone requirements apply. We are one of many multifamily residential properties in the area, and the protections afforded us by these items are important.
   a. They are asking for variances to the buffer between their development and our property. This will impact our property values and we oppose this.
   b. They are asking for other variances to fit more cars in the parking lot. In addition, they are asking for a variance to become a parking lot for surrounding businesses through valet parking. We oppose this.

3) **Coastal Construction Line -** They are asking to increase their property development beyond the coastal construction line by the use of the Wave Barrier, extension of their recreation area, and extension of their Consumption on Premises area 30' beyond the Coastal Construction Line. They are trying to fit 10 pounds of sugar in a 5-pound bag and we oppose this.

4) **Wave Barrier –** We have not been told how high this barrier is, but we are concerned with the existence of any barrier without the appropriate environmental impact study.

a. First, inherent to their proposal of the barrier, it is significantly being used as a line of demarcation for their extension of their Consumption on Premises area and their ability to extend their business beyond the Coastal Construction Line, which we oppose.
b. Second, we are concerned with the impact of such a barrier upon our property. Such a barrier was put in place at Leonardo Arms. In Hurricane Milton and other lesser, yet common, weather events, the diverted waves significantly harmed associations to the south and north of their property. We are concerned about the diversion of hurricane water toward both our property and the Little Estero Critical Wildlife Area. It could also impact the berm that our Township has spend thousands of dollars to construct.

5) **Beach and Wildlife Area Impact**
   a. There is essentially no mention of the impact of this proposal on the Little Estero Critical Wildlife Area. As proposed, there will likely be a significantly larger volume of people on the beach than ever before, potentially 800 to 1,900 people per day, depending on vehicle turnover and visitors per vehicle. This will become the largest beach parking area on the island. Parts of this beach have been cordoned off for bird nesting areas and sea turtles in certain times of the year. Allowing that volume of people on the beach will put those valuable natural resources in jeopardy.
   b. Since most of the signage for the wildlife area was lost during Hurricane Ian, we often see dogs running unleashed in the areas formerly restricted from dogs. Dogs are allowed to chase the birds in the waters of the sanctuary. Allowing the significantly increased volume of non-resident vehicles will likely bring an increase of dogs. It would be best if no pets were allowed to come to this property. This no-pet rule is a rule enforced on Bonita Beach.
   c. If there are 800 to 1,900 people on the beach, are there enough bathroom facilities to provide for them? Are there controls on consumption of alcohol on the beach?
   d. The ability to have life music, a swimming pool and an amusement park style lazy river will all contribute to the noise in the area. We cannot know the impact of this on the wildlife area, but believe it is negative.

6) Hours of Operation, Noise, Amusements -This property is supposed to be a Medium Density Residential development according to the Development plan.
   a. Live, amplified music from 10AM to 9PM is not normal in a residential area. We have been fine with the live music in the old Pinchers bar and restaurant. It was much more limited hours and the building itself buffered the music from our building. Our owners are required to use ear buds and headphones at our pool and on our lanais. This will overwhelm our solitude during significant hours of the day.

b. Cars arriving from off island at 7AM in the morning is not normal to a residential area.
c. A large pool, independent of any resort hotel is not a residential area development. An amusement park style lazy river is not a residential area development. I point out the operative word in the Development Plan sentence is **residential.**
d. Other items - Will the bathrooms be locked over night? Will there be parking attendants over night? Will there be a sheriff presence?

7) Parking and other impacts.

a. As Max mentioned, our Town's Development Plan states the creation of new surface parking lots is to be discouraged in our development area. This proposal clearly goes against this goal.
b. These visitor volumes are substantially different from the former Wyndham hotel. Although limited public parking may have been available in the past, the vast majority of parking spaces served hotel guests who typically arrived once and remained parked for extended periods. A public parking facility generates repeated vehicle turnover throughout the day, resulting in significantly greater traffic volumes, visitor counts, and impacts on surrounding properties. Of particular concern are:
    - Increased traffic congestion on Estero Boulevard.
    - Vehicles circulating through neighboring condominium communities after parking areas reach capacity.
    - Increased pressure on nearby private parking facilities as drivers attempt to use private lots.
    - Greater pedestrian activity through residential areas.
    - Increased demands on law enforcement, traffic control, parking enforcement, and emergency services.
    - Potential impacts on emergency vehicle access during periods of peak congestion.

c. A final item to consider comes from a recent article in Gulfshore Business that notes a poor recovery of the smaller hotel and motel spaces on Fort Myers Beach. This is especially true on the south end of the island. Encouraging the return of hotel space to this property that is already zoned for that kind of development would be wise.

Summary of Comments – The current plan is not built for Fort Myers Beach residents and owners. It is significantly built for hundreds of outsiders who will come to our community for the benefit of one owner. This will come at the expense of the Township of Fort Myers Beach and Lee County, who have to provide an increase in services with no provision for those costs. I speak for several owners in our Association and owners in other associations when I say that we bought our condos based on good and fair reliance on the Comprehensive Plan for Land Development. We invested with the expectation that the properties identified as Medium Density Residential Properties would remain so, according to the plan. We understand that developers may argue that such a development enhances the public realm. That may be one opinion but as we have argued, we believe it is a detriment to the Public Realm and is in opposition to our FMB Development Plan, which focus heavily on preserving community character and strict environmental protections. We also believe that this plan is not legally in compliance with the zoning ordinances.

We ask you to vote a NO recommendation as this moves to the Town Council for review.
Thank you for your time and consideration.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-647**

1. **Request:**

Meeting Date: August 3, 2026

This quasi-judicial agenda item is a 1st Reading and Public Hearing on proposed Ordinance 26-10. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for Wednesday, September 9, 2026 or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/APPROVING WITH CONDITIONS/DENYING A REZONING OF PROPERTY LOCATED AT 1207 ESTERO BLVD, FORT MYERS BEACH, GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0150D.0050 FROM DOWNTOWN ZONING DISTRICT TO A COMMERCIAL PLANNED DEVELOPMENT WITH 11 DEVIATIONS TO ALLOW FOR A 60-UNIT HOTEL, AND 2,500 SQUARE FEET OF COMMERCIAL RETAIL SPACE AND 46 PARKING SPACES; 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 will review the application and LPA recommendations in the approval process.

What the action accomplishes:

Town Council will consider the recommendations by LPA.

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

5. **Background:**

The Neighborhood Company, on behalf of TPI-FMB Suites LLC, is requesting rezoning of the property located at 1207 Estero Boulevard from the Downtown zoning district to Commercial Planned Development (CPD) for redevelopment of the historic Silver Sands Resort. The property consists of approximately 0.74 acres and is identified as STRAP #19-46-24-W4-0150D.0050. The Future Land Use designation is Times Square Mixed-use Commercial, and the property is located within the Downtown zoning district.

The historic Silver Sands Resort previously consisted of approximately 22 lodging units, including cottages and villas, along with accessory commercial uses and docks. The site was substantially damaged during Hurricane Ian in 2022.

The proposed application includes a new Master Concept Plan (MCP) for the site consisting of:

- A 60-unit boutique hotel (This is approximately a 173% increase in density (from 22 units to 60 units))
- Approximately 2,500 square feet of ground-floor commercial space,
- 46 onsite parking spaces,
- Rooftop pool and amenity deck,
- Canal-side activation area and dock improvements,
- Streetscape and pedestrian improvements along Estero Boulevard and Primo Drive.

According to Comprehensive plan 2045, the allowed density for Time Square mixed-use

development is 6 units per acre. However, the MCP is proposing approximately 81 units per acre; that is almost 12 times higher density than permitted by the code.

The proposed maximum building height will be approximately 58 feet as measured from the Florida Department of Environmental Protection (FDEP) Lowest Horizontal Structural Member (LHSM), with an overall building height of approximately 70 feet from grade to the roof peak. The building will consist of six stories, including a ground-level parking floor. The maximum height will be limited to the center of the building and the majority of the structure, front and rear, will be stepped down and limited to 5 stories.

On June 16, 2026, LPA voted unanimously (7-0) to recommend approval with conditions for CPD amendment request with 11 deviations, CPA 20250286, to rezone the property from Downtown to commercial planned development for the redevelopment of Silver Sands Resort.

Attachments:

1. NS Ordinance 26-10 CPD Silver Sands-TC
2. Exhibit A: MCP 4.30.2026
3. Exhibit B: Schedule of Use
4. Exhibit C: List of Deviations- Staff
5. Exhibit D: Condition for Approval
6. Exhibit E: Architectural Elevation & Height Exh 2026-04-21
7. TC staff report-Draft-CPD SilverSand
8. 26-10, business-impact-estimate CPD SilverSands

Financial Impact:

unknown

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Uma Sarmistha, Senior Planner	Created/Initiated - 7/16/2026
Frankie Kropacek, Community Development Director	Approved - 7/20/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/21/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/23/2026

ORDINANCE 26-10

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/APPROVING WITH CONDITIONS/DENYING A REZONING OF PROPERTY LOCATED AT 1207 ESTERO BLVD, FORT MYERS BEACH, GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0150D.0050 FROM DOWNTOWN ZONING DISTRICT TO A COMMERCIAL PLANNED DEVELOPMENT WITH 11 DEVIATIONS TO ALLOW FOR A 60-UNIT HOTEL, AND 2,500 SQUARE FEET OF COMMERCIAL RETAIL SPACE AND 46 PARKING SPACES; 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, 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, TPI-FMB Suites, LLC is the applicant, with Patrick Vanasse and Albert Ambrose serving as agents for the owner of the property located at 1207 Estero Boulevard and identified as STRAP number 19-46-24-W4-0150D.0050 in the Town of Fort Myers Beach, and has filed an application to rezone the property, landward of the 1978 Lee County Coastal Construction Control Line (CCCL) from Downtown Zoning District to Commercial Planned Development (CPD) to allow for the construction of a 60-unit boutique style hotel, 2,500 square feet of commercial retail space and 46 parking spaces with a Floor Area Ratio (FAR) of 2; and

WHEREAS, the property is in the Times Square Mixed-Use Future Land Use Category of the Town of Fort Myers Beach Comprehensive Plan 2045, and is under common control of the applicant, as identified in the public records of Lee County Property Appraiser; and

WHEREAS, the rezoning request was reviewed by the Fort Myers Beach Local Planning Agency at a public hearing on June 16, 2026, before the Town of Fort Myers Beach Local Planning Agency ("LPA"); and

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

and voted unanimously, 7 to 0 to recommend **approval with conditions**; and

WHEREAS, on August 3, 2026, the Town Council held a first reading of the title to the proposed Ordinance 26-10 and gave full and complete consideration to the request of the property owner, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons, as required by Section 34-85 of the LDC; and

WHEREAS, the Town Council voted to approve Ordinance 26-10 and schedule a second reading of the title to Ordinance 26-10 and adoption hearing on __ ___, 2026; and

WHEREAS, notice of the _____ second reading of the title to the Ordinance 26-10 and the adoption hearing was properly noticed and published in the Fort Myers News-Press on the _____ day of _____, 2026, which is more than 10 days prior to the Town Council's final public hearing on the __ day of _____ __, 2026; and

WHEREAS, the property owner has paid all outstanding fees associated with notice, advertisement, and consulting services required by the Town related to this rezoning request; and

WHEREAS, a Business Impact Estimate has been prepared and published on the Town's website; and

WHEREAS, Exhibit A is the approved Master Concept Plan (MCP); and

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

WHEREAS, Exhibit C provides the requested Deviations; and

WHEREAS, Exhibit D provides a list of conditions if this CPD rezoning is approved; and

WHEREAS, the Town Council finds that this request to rezone the property from the Downtown Zoning District to CPD with a Master Concept Plan (MCP) and 11 deviations to the LDC in order to develop a boutique style hotel and commercial retail as provided herein is a unique application based on the history of the development of the Property, which does not set precedent for future development or rezoning applications; and

WHEREAS, Section 34-216 of the LDC requires a public hearing before the LPA and provides that the LPA's recommendation to the Town Council must be supported by the rezoning guidelines set forth in § 34-85 of the LDC as well as compliance with the following criteria:

a) The rezoning would carry out the policies and requirements of the Comprehensive Plan and Land Development Code.
b) The Town Council carefully considered the testimony of the applicant, the recommendations of staff and of the local planning agency, and testimony from the public.
c) The rezoning would be consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses in the Comprehensive Plan.
d) The rezoning would meet or exceed all performance and locational standards set forth

for the proposed use.

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

f) The rezoning would protect, conserve, or preserve environmentally critical areas and natural resources.

g) The rezoning would be compatible with existing and planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.

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

i) The rezoning, with the mitigating factors volunteered by the applicant and the special conditions imposed by the Town Council, is consistent with the Fort Myers Beach Comprehensive Plan, Land Development Code, and other applicable town ordinances or codes.

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

k) Sufficient safeguards for the public interest are provided by the recommended special conditions to the Master Concept Plan and by other applicable regulations.

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

WHEREAS, Section 34-216(4) further provides that "if the local planning agency determines that a proposed condition is insufficient, it may recommend an alternate condition for consideration by the town council" and "if the application includes a schedule of deviations pursuant to §§ 34-212(3) and 34-932(b) of this chapter, the local planning agency's recommendation must approve, approve with modification, or reject each requested deviation based upon a finding that:

a. Each item enhances the achievement of the objectives of the planned development; and

b. The general intent of this chapter to protect the public health, safety and welfare will be preserved and promoted; and

c. Each deviation operates to the benefit, or at least not to the detriment, of the public interest; and

d. Each deviation is consistent with the Fort Myers Beach Comprehensive Plan.

WHEREAS, the Town Council finds that this application approves Ordinance 26-10 which is, **consistent/inconsistent** with the Town of Fort Myers Beach Comprehensive Plan and LDC and voted to **approve/approve with conditions/deny** the Application.

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

Section 1. 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. The Town Council determines the Applicant met its burden of proof that the request to approve Ordinance 26-10 **does/does not** meet the requirements of the Town's Comprehensive Plan and LDC. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties, the Town Council **APPROVES/APPROVES WITH CONDITIONS/DENIES** the requested application.

Section 3. 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 4. 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 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 6. This Ordinance will take effect immediately upon adoption by the Town Council.

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

DULY PASSED AND ADOPTED on this ___ day of ___2026.

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

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

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

Exhibits:

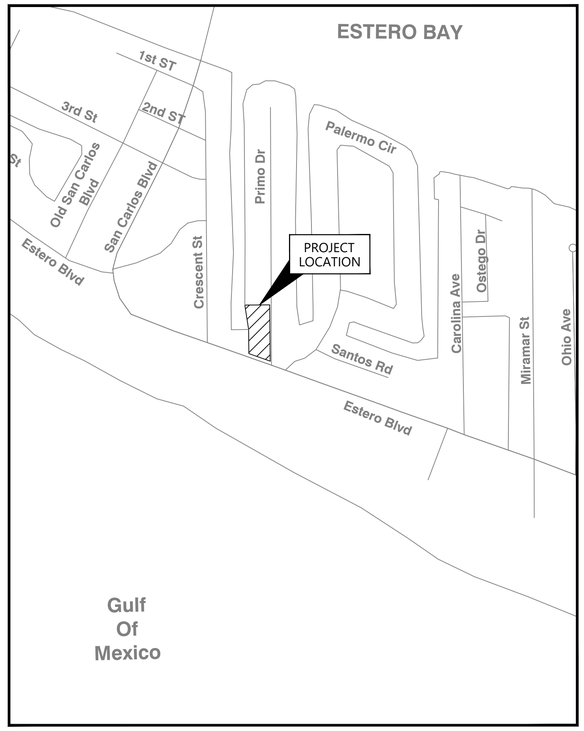
Exhibit A – Master Concept Plan
Exhibit B – Schedule of Uses and Development Regulations
Exhibit C – Requested Deviations
Exhibit D – Conditions of Approval
Exhibit E- Architectural Rendering

EXHIBIT A : MASTER CONCEPT PLAN

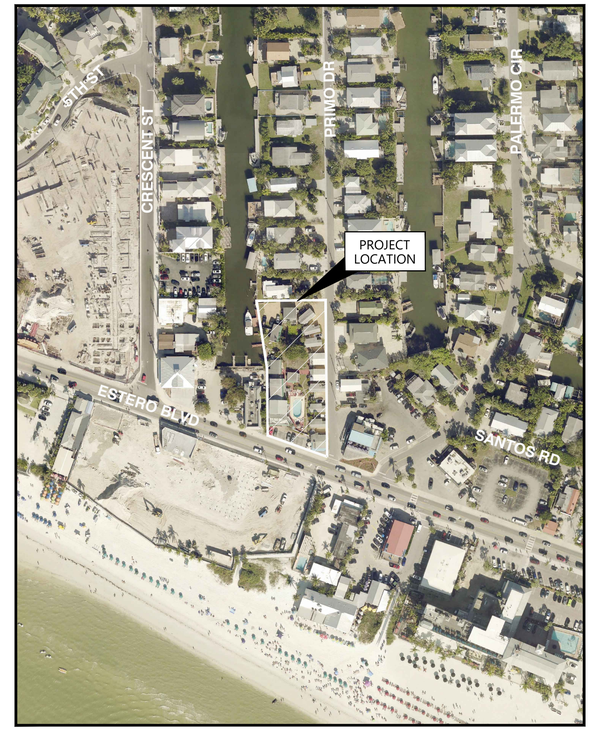
MASTER CONCEPT PLAN FOR

SILVER SANDS RESORT CPD

SECTION 19, TOWNSHIP 46S, RANGE 24E,
FORT MYERS BEACH, FLORIDA



VICINITY MAP
N.T.S.



SITE LOCATION MAP
N.T.S.

PREPARED BY:

THE NEIGHBORHOOD COMPANY

5618 WHISPERING WILLOW WAY
FORT MYERS, FL 33908

PREPARED FOR:

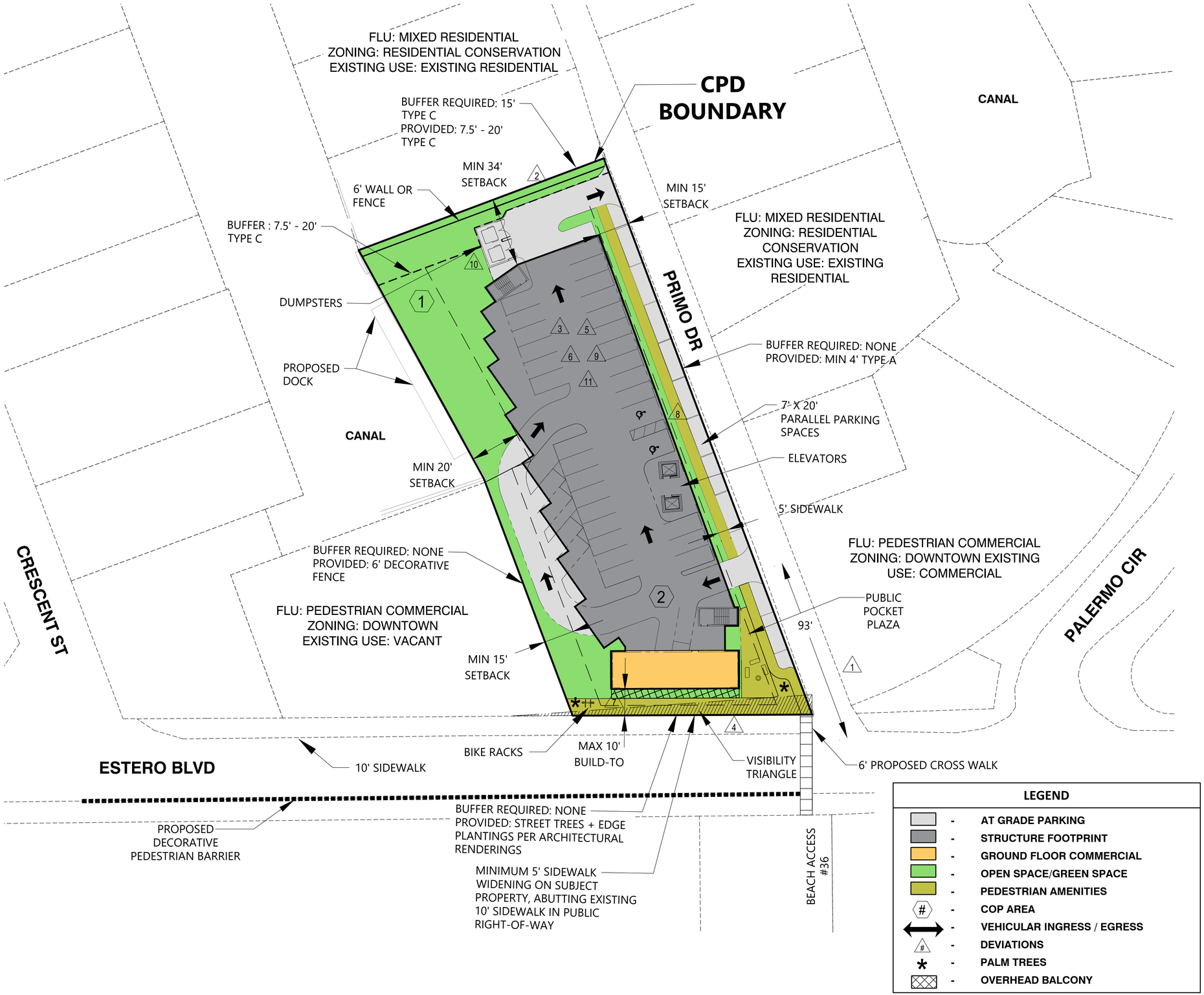
TPI- FMB SUITES LLC

1207 ESTERO BLVD
FORT MYERS BEACH, FL 33931

CONTENTS

SHEET NUMBER	SHEET DESCRIPTION
1	COVER SHEET
2	MASTER CONCEPT PLAN
3	NOTES
4	COP EXHIBIT

DATE:	PROJECT No.:	SHEET No.:
November, 2025	25020.01.01	1 OF 4



#	REVISION	DRAWN	DATE
1	RAI # 1		02/2026
2	RAI #2 03-05-2026		03/17/2026

THE NEIGHBORHOOD COMPANY
5618 WHISPERING WILLOW WAY | FORT MYERS, FL 33908
WWW.THENEIGHBORHOOD.COMPANY

CLIENT: TPI- FMB SUITES LLC

PROJECT: SILVER SANDS RESORT CPD

TITLE: MASTER CONCEPT PLAN

PROJECT NO: 25020.01.01
DRAWN: F.L.
DATE: 11/25
DESIGN: P.V.
SHEET NUMBER: 2 OF 4

GENERAL NOTES:

1. THIS MASTER CONCEPT PLAN (MCP) IS CONCEPTUAL IN NATURE. THE OVERALL CONFIGURATION, SIZE AND LOCATION OF THE STRUCTURE(S) AND OTHER IMPROVEMENTS MAY VARY. FINAL DESIGN AND IMPROVEMENT DETAILS WILL BE PROVIDED AS PART OF THE DEVELOPMENT ORDER (D.O.) PROCESS.
2. WATER MANAGEMENT REQUIREMENTS FOR REDEVELOPMENT PROJECTS CAN VARY SIGNIFICANTLY. THE WATER MANAGEMENT PLAN WILL BE DESIGNED AT THE TIME OF D.O.
3. TOTAL CPD/DEVELOPMENT AREA: 0.74+/- ACRES
4. FUTURE LAND USE MAP CATEGORY: PEDESTRIAN COMMERCIAL
5. THE PROJECT WILL BE DEVELOPED IN ONE PHASE.
6. NO ENVIRONMENTALLY SENSITIVE LANDS OR WATER EXISTS ON SITE AS THIS SITE WAS IMPACTED BY PREVIOUS DEVELOPMENT AND HURRICANE IAN. NO PROTECTED SPECIES SURVEY IS REQUIRED PER APPROVED WAIVER.
7. DEVELOPMENT STANDARDS OTHER THAN CONTAINED HEREIN, SHALL BE AS SET FORTH IN LDC CHAPTER 34 OR OTHER APPLICABLE PROVISIONS OF THE LDC.
8. IN COMPLIANCE WITH LDC SECTION 34-1803(A)(2), THE MAXIMUM OF 46 ROOMS/LODGING UNITS ARE ALLOWED DUE TO EXCEPTIONAL CIRCUMSTANCES AND PUBLIC BENEFIT PROVIDED BY THIS CPD.
9. CONSUMPTION ON PREMISES ALLOWED INTERNAL TO HOTEL

SCHEDULE OF USES:

LODGING:

PRINCIPLE:

- HOTEL/MOTEL (INCLUSIVE OF HOTEL CONDOMINIUMS)
- GUEST UNITS

SUBORDINATE/ACCESSORY:

- HOTEL/MOTEL ACCESSORY USES
- PERSONAL SERVICES
- RECREATIONAL FACILITIES
- DOCK
- RESTAURANT/BAR - FOR HOTEL GUESTS ONLY
- OUTDOOR SERVICE AND CONSUMPTION ON PREMISES (COP) LIMITED TO OPEN SPACE AREA BY THE CANAL (LEVEL 100) AND THE POOL AND POOL DECK (LEVEL 600)
- ROOFTOP POOL AND DECK
- UNENCLOSED SHADE STRUCTURES
- ROOFTOP POOL AND DECK
- UNENCLOSED SHADE STRUCTURES

COMMERCIAL:

- PERSONAL SERVICES
- RETAIL STORE, SMALL (MAX. 2,500 SF)
- OFFICES, GENERAL
- SUBORDINATE/ACCESSORY USES

MAXIMUM INTENSITY:

- MAXIMUM OF 60 HOTEL ROOMS/TRANSIENT LODGING UNITS
- MAXIMUM OF 2,500 SF OF COMMERCIAL SPACE
- MAXIMUM FLOOR AREA RATIO (F.A.R.): 2.0 OR 64,468 SF

PARKING:

- REQUIRED: 58 SPACES WITH A 1 SPACE REDUCTION BY PROVIDING 8 BICYCLE SPACES = 57 SPACES
- PROVIDED: MIN. 46 SPACES (INCLUDING 2 ADA SPACES)

DEVIATIONS:

1. A DEVIATION FROM LDC SECTION 10-285, TABLE 10-1 - CONNECTION SEPARATION, WHICH REQUIRES MINIMUM SEPARATION BETWEEN STREET AND ACCESSWAYS, IN ORDER TO ALLOW DRIVEWAY SEPARATIONS AS DEPICTED ON THE MASTER CONCEPT PLAN (MCP).
2. A DEVIATION FROM LDC SECTION 10-416(d) TABLE 10-18, WHICH REQUIRES A 15' TYPE C BUFFER WHEN A COMMERCIAL USE ABUTS A RESIDENTIAL USE, TO ALLOW A 7.5' TYPE C BUFFER ONLY WHERE INDICATED ON THE MCP AND LIMITED TO THE NORTH PROPERTY LINE.
3. A DEVIATION FROM LDC TABLE 34-3 WHICH LIMITS HEIGHT TO 30 FEET ABOVE BASE FLOOD ELEVATION AND NO TALLER THAN THREE (3) STORIES TO ALLOW A MAXIMUM ZONED HEIGHT OF ± 58’ AND A MAXIMUM OF SIX (6) STORIES.
4. A DEVIATION FROM LDC SECTION 10-416(b)(1)b. WHICH REQUIRES BUILDING EDGE PLANTINGS FOR PROPERTIES WITHIN THE DOWNTOWN ZONING DISTRICT TO ALLOW LIMITED BUILDING EDGE PLANTINGS AS SHOWN ON STUDIO AD ARCHITECT PLANS.
5. A DEVIATION FOR RELIEF FROM LDC SECTION 30-5(a)(1)a WHICH ALLOWS FOR A PARCEL OF LAND CONTAINING ONE OR TWO BUSINESS ESTABLISHMENTS, EACH SEPARATE BUSINESS ESTABLISHMENT SHALL BE ALLOWED A MAXIMUM OF 32 SQUARE FEET OF SIGN AREA TO ALLOW TWO 58 SQUARE FOOT SIGNS.
6. A DEVIATION FOR RELIEF FROM LDC SECTION 34-1803(a)(1), WHICH ALLOWS FOR THE CONVERSION OF UNITS TO HOTEL/MOTEL GUEST UNITS PER ESTABLISHED EQUIVALENCY FACTORS AS ALLOWED PER LDC SECTION 34-1803(A)(2). THIS DEVIATION WOULD ALLOW AN EQUIVALENCY RATIO OF 9.2 AND A MAXIMUM OF 46 GUEST UNITS.
7. A DEVIATION FROM LDC DIVISION 4, TABLE 34-3 FOR THE CR ZONING DISTRICT WHICH REQUIRES STREET SETBACKS OF 10 FEET TO INSTEAD ALLOW FOR BUILD-TO LINES OF 5 TO 10 FEET ALONG ESTERO BOULEVARD.
8. A DEVIATION FOR RELIEF FROM LDC SECTION 10-289(d) WIDTH OF SIDEWALK TO ALLOW A FIVE-FOOT SIDEWALK ALONG PRIMO DRIVE.
9. A DEVIATION FOR RELIEF FROM LDC SECTIONS 34-994 - 34-997 COMMERCIAL DESIGN STANDARDS TO ALLOW THE ENCLOSED ARCHITECTURAL ELEVATIONS AND RENDERINGS TO SERVE AS THE APPROVED BUILDING DESIGN AND COMMERCIAL STANDARDS FOR THIS PROJECT.
10. A DEVIATION FOR RELIEF FROM LDC SECTION 34-1174(d)2(a) AND 34-1744(b)(4)(d) REGARDING THE LOCATION OF THE REFUSE CONTAINER AND HEIGHT OF THE REFUSE CONTAINER SCREENING. THE DEVIATION ALLOWS THE ACCESSORY REFUSE CONTAINER TO BE SET BACK A MINIMUM OF TEN FEET (10') FROM THE REAR PROPERTY LINE AND ALLOWS THE REFUSE CONTAINER SCREENING (ENCLOSURE) TO BE A MAXIMUM OF EIGHT FEET (8') IN HEIGHT.
11. A DEVIATION FROM LDC SEC. 34-1804(a) AND SEC. 34-2020, WHICH REGULATE PARKING FOR HOTEL/MOTELS, NON-RESIDENTIAL, RESIDENTIAL, AND COMBINED USE DEVELOPMENTS, TO ALLOW A 21% REDUCTION IN REQUIRED PARKING FOR PROJECTS WITHIN THE DOWNTOWN REDEVELOPMENT DISTRICT

DEVELOPMENT STANDARDS:

Minimum Lot Size

• Lot Area	± 0.74 acres
• Lot Width	± 93 feet
• Lot Depth	± 297 feet

Minimum Setbacks Primary Structure

• Primary Street (Estero Blvd.)	10 feet Maximum Build-to Line
• Secondary Street (Primo Dr.)	15 feet
• Rear Yard	34 feet
• Rear Yard Accessory Setback	10 feet
• Side Yard (non-waterfront)	15 feet
• Side Yard (waterfront)	20 feet

**Roof overhangs can encroach the minimum setback by no more than 3’*

Maximum Zoned Height	± 58’ (measured from base flood elevation + 3’ of freeboard to mid-point of roof)
Maximum Actual Height	± 70’ (measured from grade to peak of roof)
Maximum Stories	6 Stories
Maximum Floor Area Ratio	2.0

#	REVISION	DATE
1	RAI # 1	02/2026
2	RAI #2 03-05-2026	03/17/2026

DRAWN

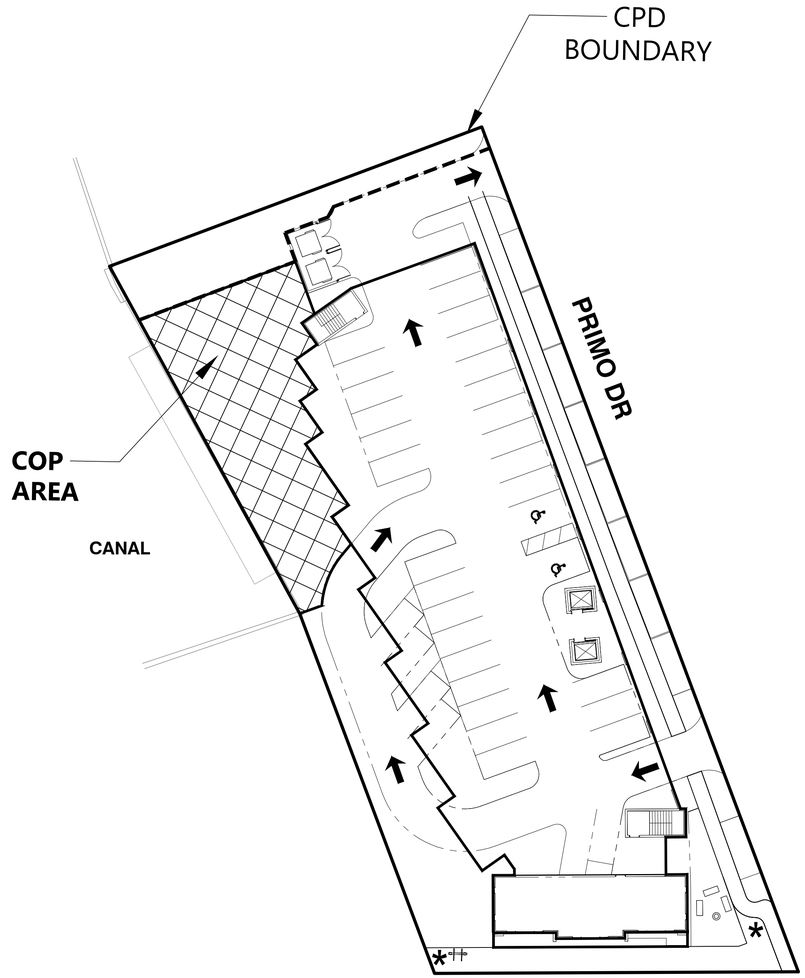
THE NEIGHBORHOOD COMPANY
5618 WHISPERING WILLOW WAY | FORT MYERS, FL 33908
WWW.THENEIGHBORHOOD.COMPANY

CLIENT: TPI- FMB SUITES LLC

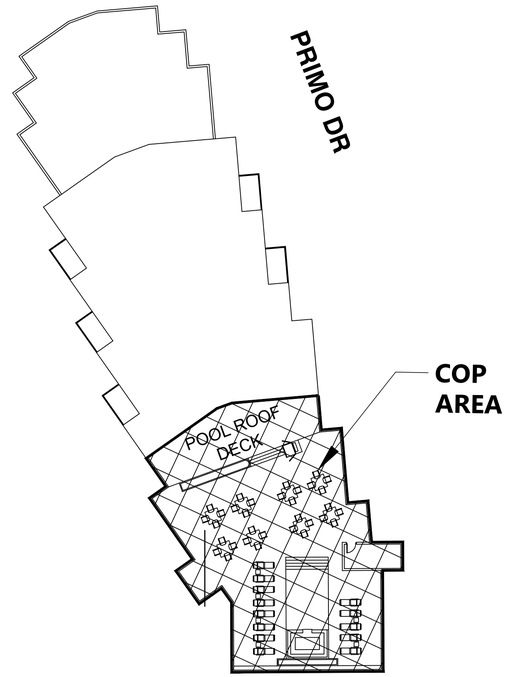
PROJECT: SILVER SANDS RESORT CPD

TITLE: NOTES

PROJECT NO. 25020.01.01
DATE: 11/25
DRAWN: F.L.
DESIGN: P.V.
SHEET NUMBER: 3 OF 4



GROUND LEVEL



SIXTH FLOOR / ROOF DECK

LEGEND	
	- CONSUMPTION ON PREMISES (COP) AREA

0
25
50

#	REVISION	DRAWN	DATE
1	RAI # 1		02/2026
2	RAI #2 03-05-2026		03/17/2026

THE NEIGHBORHOOD COMPANY
5618 WHISPERING WILLOW WAY | FORT MYERS, FL 33908
WWW.THENEIGHBORHOOD.COMPANY

CLIENT: TPI- FMB SUITES LLC

PROJECT: SILVER SANDS RESORT CPD

TITLE: CONSUMPTION ON PREMISES (COP) EXHIBIT

PROJECT NO: 25020.01.01
DATE: 2/26
DRAWN: F.L.
DESIGN: P.V.
SHEET NUMBER: 4 OF 4

THE NEIGHBORHOOD COMPANY

SILVER SANDS RESORT

COMMERCIAL PLANNED DEVELOPMENT (CPD) REZONING

DEVELOPMENT STANDARDS

Minimum Lot Size

Lot Area	± 0.74 acres
Lot Width	± 93 feet
Lot Depth	± 297 feet

Minimum Setbacks Primary Structure*

Primary Street (Estero Blvd.)	10 feet Maximum Build-to Line
Secondary Street (Primo Dr.)	15 feet
Rear Yard	34 feet
Rear Yard Accessory Setback	10 feet
Side Yard (non-waterfront)	15 feet
Side Yard (waterfront)	20 feet

**Roof overhangs can encroach the minimum setback by no more than 3'*

Maximum Zoned Height	± 58' (measured from base flood elevation +3' of freeboard to mid-point of roof)
Maximum Actual Height	± 70' (measured from grade to peak of roof)
Maximum Stories	6 Stories
Maximum Floor Area Ratio	2.0

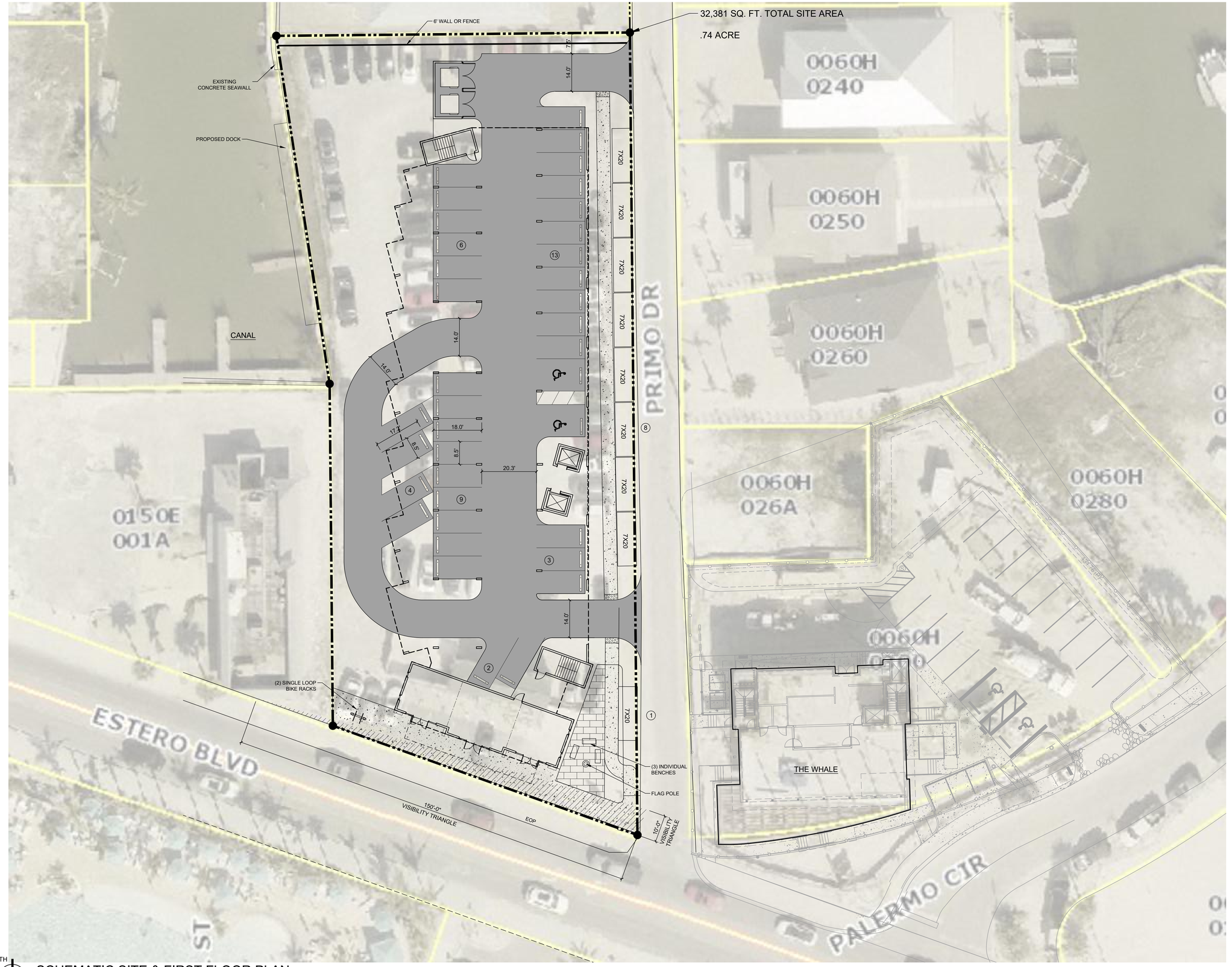
5618 Whispering Willow Way, Fort Myers, FL 33908 | 850.803.5621
www.theneighborhood.company

Exhibit C: List of Deviations

#	LDC Section	Standard Requirement	Requested Deviation
1	Sec. 10-285, Table 10-1	Minimum separation between streets and accessways	Allow driveway separations as shown on MCP
2	Sec. 10-416(d), Table 10-18	15-foot Type C buffer where commercial abuts residential	Allow 7.5-foot Type C buffer along limited north property line area
3	Sec. 34-675(b)(2)	Maximum 30 feet above base flood elevation and 3 stories	Allow maximum zoned height of approximately 58 feet and 6 stories
4	Sec. 10-416(b)(1)b	Building edge plantings required in Downtown district	Allow limited building edge plantings as shown on architectural plans
5	Sec. 30-5(a)(1)a	Maximum 32 square feet of sign area per establishment	Allow two 58-square-foot wall-mounted signs
6	Sec. 34-1803(a)(1) and (a)(2)	Standard unit-to-hotel/motel equivalency factors	Allow equivalency ratio of 12 for maximum 60 hotel units
7	Division 4, Table 34-3	CR street setback of 10 feet	Allow 5-to-10-foot build-to lines along Estero Boulevard
8	Sec. 10-289(d)	Required sidewalk width	Allow 5-foot sidewalk along Primo Drive
9	Secs. 34-994–34-997	Compliance with commercial design standards	Allow architectural elevations/renderings to serve as approved commercial design standards
10	Secs. 34-1174(d)2(a) and 34-1744(b)(4)(d)	Refuse container setback and screening standards	Allow 10-foot rear setback and 8-foot enclosure height
11	Secs. 34-1804(a) and 34-2020	Required parking for hotel, retail, and combined uses	Allow 46 spaces instead of adjusted requirement of approximately 58 spaces

Exhibit D: Condition for Approval

1. A local development order is required prior to any development of the site, in accordance with this planned development approval. Final engineering review at Development Order stage
2. Master concept Plans shall be updated if recommended by the council prior to the signature of the ordinance.
3. All state and local permits, including
4. but not limited to right of way and stormwater permits, must be applied for and received prior to site development.
5. All landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131.
6. All signage and landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131.
7. Final architectural elevations shall be consistent with submitted renderings
8. Compliance with all stated public benefit improvements
9. Transportation improvements (crosswalk, barrier) constructed prior to CO.



NORTH

SCHEMATIC SITE & FIRST FLOOR PLAN

46 PARKING SPACES PROVIDED

SCALE: 1/16" = 1'-0"

STUDIO AD ARCHITECT
6202 Presidential Ct Suite D
Fort Myers, FL 33919
T: 239.292.4098
apd@studioad.net
www.studioad.net

Studio A.D. hereby reserves its common law copyright & other property rights in these plans, ideas & designs. These ideas, designs & plans are not to be reproduced, changed or copied in any form or manner whatsoever, nor are they to be assigned to any third party, without first obtaining the express written permission from Studio A.D.

A NEW DESIGN FOR: THE SILVER SANDS RESORT

1207 ESTERO BOULEVARD
FORT MYERS BEACH, FLORIDA

CONSULTANT:

STATE OF FLORIDA
ALBERT PAUL DAMBROSE
AR 93689
REGISTERED ARCHITECT

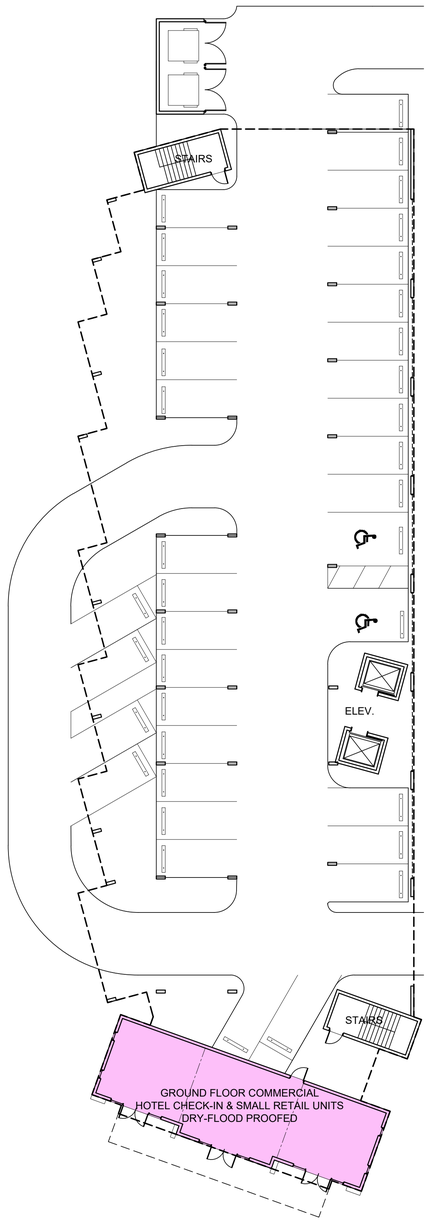
ALBERT DAMBROSE
AR93689

DATE ISSUED: 17 NOV 2025

REVISIONS:

1	9 FEBRUARY 2026
2	21 APRIL 2026

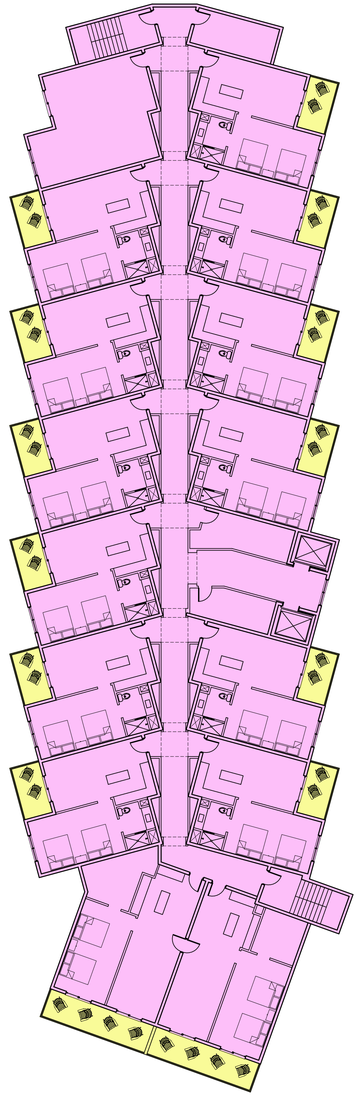
SHEET 1 OF 5



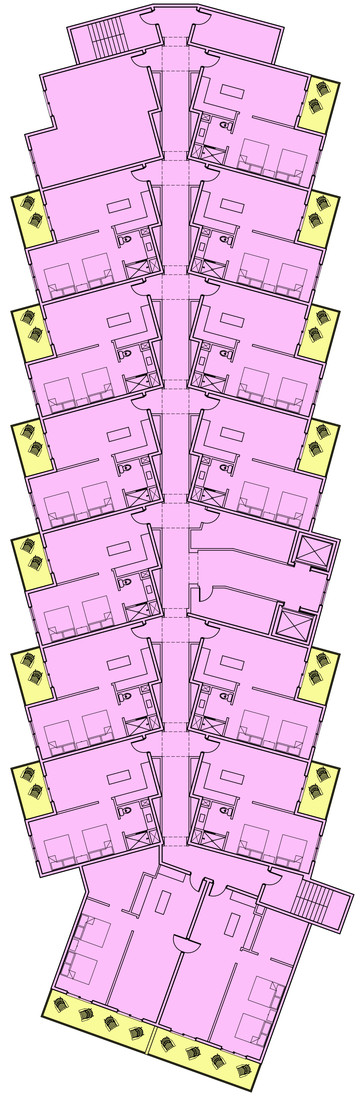
GROUND FLOOR



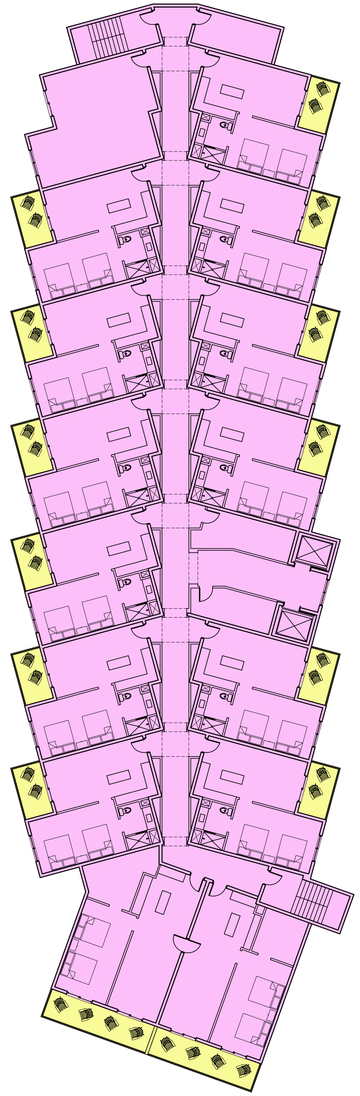
SECOND FLOOR - 14 ROOMS



THIRD FLOOR - 14 ROOMS



FOURTH FLOOR - 14 ROOMS



FIFTH FLOOR - 14 ROOMS



SIXTH FLOOR / ROOF DECK
4 ROOMS

NORTH

SCHEMATIC FLOOR PLANS

SCALE: 1/16" = 1'-0"

BUILDING AREA ANALYSIS

FIRST FLOOR (COMMERCIAL)	2,500 SQ. FT.
SECOND FLOOR	13,514 SQ. FT.
THIRD FLOOR	13,514 SQ. FT.
FOURTH FLOOR	13,514 SQ. FT.
FIFTH FLOOR	13,514 SQ. FT.
SIXTH FLOOR / ROOF DECK	5,634 SQ. FT.

TOTAL F.A.R. PROPOSED = 62,190 SQ. FT.

F.A.R. REQUEST W/ 2.0 RATIO = SITE AREA OF 32,381 SQ. FT. X (2.0) = 64,762 SQ. FT.

*EXCLUDED FROM F.A.R.
- -UNDER BUILDING PARKING
- -EXTERIOR BALCONIES
- -ROOF TOP POOL & EQUIPMENT DECK

STUDIO AD ARCHITECT
6202 Presidential Ct Suite D
Fort Myers, FL 33919
T: 239.292.4098
apd@studioad.net
www.studioad.net

Studio A.D. hereby reserves its common law copyright & other property rights in these plans, ideas & designs. These ideas, designs & plans are not to be reproduced, changed or copied in any form or manner whatsoever, nor are they to be assigned to any third party, without first obtaining the express written permission from Studio A.D.

A NEW DESIGN FOR: THE SILVER SANDS RESORT

1207 ESTERO BOULEVARD
FORT MYERS BEACH, FLORIDA

CONSULTANT:

STATE OF FLORIDA
ALBERT PAUL DAMBROSE
AR 93689
REGISTERED ARCHITECT

ALBERT DAMBROSE
AR93689

DATE ISSUED: 17 NOV 2025

REVISIONS:

1	9 FEBRUARY 2026
2	21 APRIL 2026

SHEET
2
OF 5





CONCEPT RENDERS

N.T.S.

STUDIO AD ARCHITECT
6202 Presidential Ct Suite D
Fort Myers, FL 33919
T: 239.292.4098
apd@studioad.net
www.studioad.net

Studio A.D. hereby reserves its common law copyright & other property rights in these plans, ideas & designs. These ideas, designs & plans are not to be reproduced, changed or copied in any form or manner whatsoever, nor are they to be assigned to any third party, without first obtaining the express written permission from Studio A.D.

A NEW DESIGN FOR: THE SILVER SANDS RESORT

1207 ESTERO BOULEVARD
FORT MYERS BEACH, FLORIDA

CONSULTANT:

STATE OF FLORIDA
ALBERT PAUL DAMBROSE
AR 93689
REGISTERED ARCHITECT

ALBERT DAMBROSE
AR93689

DATE ISSUED: 17 NOV 2025

REVISIONS:

1	9 FEBRUARY 2026
2	21 APRIL 2026

SHEET
3
OF 5





CONCEPT RENDERS

N.T.S.

STUDIO AD ARCHITECT
6202 Presidential Ct Suite D
Fort Myers, FL 33919
T: 239.292.4098
apd@studioad.net
www.studioad.net

Studio A.D. hereby reserves its common law copyright & other property rights in these plans, ideas & designs. These ideas, designs & plans are not to be reproduced, changed or copied in any form or manner whatsoever, nor are they to be assigned to any third party, without first obtaining the express written permission from Studio A.D.

A NEW DESIGN FOR: THE SILVER SANDS RESORT

1207 ESTERO BOULEVARD
FORT MYERS BEACH, FLORIDA

CONSULTANT:

STATE OF FLORIDA
ALBERT PAUL DAMBROSE III
AR 93689
REGISTERED ARCHITECT

ALBERT DAMBROSE
AR93689

DATE ISSUED: 17 NOV 2025

REVISIONS:

1	9 FEBRUARY 2026
2	21 APRIL 2026

SHEET

4

OF 5



STREET ELEVATION ALONG ESTERO BLVD.

N.T.S.



STREET ELEVATION ALONG PRIMO DR.

N.T.S.

STUDIO AD ARCHITECT
6202 Presidential Ct Suite D
Fort Myers, FL 33919
T: 239.292.4098
apd@studioad.net
www.studioad.net

Studio A.D. hereby reserves its common law copyright & other property rights in these plans, ideas & designs. These ideas, designs & plans are not to be reproduced, changed or copied in any form or manner whatsoever, nor are they to be assigned to any third party, without first obtaining the express written permission from Studio A.D.

A NEW DESIGN FOR:
THE SILVER SANDS RESORT
1207 ESTERO BOULEVARD
FORT MYERS BEACH, FLORIDA

CONSULTANT:

STATE OF FLORIDA
ALBERT PAUL DAMBROSE
AR 93689
REGISTERED ARCHITECT

ALBERT DAMBROSE
AR93689

DATE ISSUED: 17 NOV 2025

REVISIONS:

1	09 MARCH 2026
2	21 APRIL 2026

SHEET
5
OF 5

Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

TYPE OF CASE:	**Commercial Planned Development**
CASE NUMBER:	**CPD 20250286**
CASE NAME:	1207 Estero Blvd, rezone the property from Downtown to Commercial Planned Development for the redevelopment of the Silver Sands Resort into a 60-unit boutique style hotel and 2,500 square feet commercial retail space.
LPA HEARING DATE:	**June 16, 2026, at 9 AM**
STAFF RECOMMENDATION:	**NA**
PREPARED/ SUBMITTED BY:	**Uma Sarmistha, Ph.D.**

I. APPLICATION SUMMARY

Applicant/Owner:	TPI-FMB Suites LLC/ Neighborhood Company.
Request:	The applicant is requesting to rezone the property from Downtown Zoning to Commercial Planned Development for the redevelopment of Silver Sands Resort.
Physical Address:	1207 Estero Blvd
STRAP #:	19-46-24-W4-0150D.0050
FLU:	Commercial (Time Square Mixed use; Comprehensive Plan, 2045)
Zoning:	Downtown Zoning District
Proposed Zoning:	CPD

Adjacent zoning and land uses:

North:	Residential Conservation (RC) / Mixed Residential
South:	Downtown/ Commercial
East:	Residential Conservation (RC) & Downtown / Mixed Residential
West:	Downtown/ Commercial

II. BACKGROUND AND ANALYSIS

Background:

The Neighborhood Company, on behalf of TPI-FMB Suites LLC, is requesting rezoning of the property located at 1207 Estero Boulevard from the Downtown zoning district to Commercial Planned Development (CPD) for redevelopment of the historic Silver Sands Resort. The property consists of approximately 0.74 acres and is identified as STRAP #19-46-24-W4-0150D.0050. The Future Land Use designation is Times Square Mixed use Commercial, and the property is located within the Downtown zoning district.

The historic Silver Sands Resort previously consisted of approximately 22 lodging units, including cottages and villas, along with accessory commercial uses and docks. The site was substantially damaged during Hurricane Ian in 2022.

The proposed application includes a new Master Concept Plan (MCP) for the site consisting of:

- A 60-unit boutique hotel (This is approximately a 173% increase in density (from 22 units to 60 units))
- Approximately 2,500 square feet of ground-floor commercial space,
- 46 on-site parking spaces,
- Rooftop pool and amenity deck,
- Canal-side activation area and dock improvements,
- Streetscape and pedestrian improvements along Estero Boulevard and Primo Drive.

The proposed maximum building height will be approximately 58 feet as measured by the Florida Department of Environmental Protection (FDEP) Lowest Horizontal Structural Member (LHSM), with an overall building height of approximately 70 feet from grade to roof peak. The building will consist of six stories, including a ground-level parking floor. The maximum height will be limited to the center of the building and that the majority of the structure, front and rear, will be stepped down and limited to 5 stories.

On June 16, 2026, LPA voted unanimously (7-0) to recommend to Town Council with conditions for CPD amendment request with 11 deviations, CPA 20250286, to rezone the property from Downtown to Commercial planned development for the redevelopment of Silver Sands Resort.

The application includes a request for 11 deviations from the Land Development Code. They are as follows:

1. A deviation from LDC Section 10-285, Table 10-1 – Connection Separation, which requires minimum separation between street and accessways, in order to allow driveway separations as depicted on the Master Concept Plan (MCP).
2. A deviation from LDC Section 10-416(d) Table 10-18, which requires a 15' Type C buffer when a commercial use abuts a residential use, to allow a 7.5' Type C buffer only where indicated on the MCP and limited to the north property line.
3. A deviation from LDC Section 34-675 (b)(2) which limits height to 30 feet above base flood elevation and is no taller than three (3) stories to allow a maximum zoned height of + 58' and a maximum of six (6) stories.
4. A deviation from LDC Section 10-416(b)(1) b. which requires building edge plantings for properties within the Downtown zoning district to allow limited building edge plantings as shown on Studio AD Architect plans.
5. A deviation for relief from LDC Section 30-5(a)(1)a which allows for a parcel of land containing one or two business establishments, each separate business establishment shall be allowed a maximum of 32 square feet of sign area to allow two 58 square foot signs.
6. a
7. A deviation from LDC Division 4, Table 34-3 for the CR zoning district which requires street setbacks of 10 feet to instead allow for build-to lines of 5 to 10 feet along Estero Boulevard.
8. A deviation for relief from LDC Section 10-289(d) width of sidewalk to allow a five-foot sidewalk along Primo Drive.
9. A deviation for relief from LDC Sections 34-994 – 34-997 Commercial Design Standards to allow the enclosed architectural elevations and renderings to serve as the approved building design and commercial standards for this project.
10. A deviation for relief from LDC Section 34-1174(d)2(a) and 34-1744(b)(4)(d) regarding the location of the refuse container and height of the refuse container screening. The deviation allows the accessory refuse container to be set back a minimum of ten feet (10') from the rear property line and allows the refuse container screening (enclosure) to be a maximum of eight feet (8') in height.
11. A deviation from LDC Sec. 34-1804(a) and Sec. 34-2020, which regulate parking for hotel/motels, non-residential, residential, and combined use developments, to allow a 21% reduction in required parking for projects within the downtown redevelopment district.

Analysis:

According to the historic society, the property at 1207 Estero Blvd was developed as Silver Sands Cottages in early 1921 and more cottages and a heated pool were added in 1970s and 1980. In 2021, the Silver Sands celebrated 100-year anniversary and added 14 cottages, eight-unit villas, two docks and Coney Island Hot Dog refreshment stand. The property was substantially damaged during 2022 Hurricane Ian.

The master concept plan proposes a 60 -unit boutique hotel and 2500 square feet of commercial space with 46 parking spaces including ADA spots located at grade level. Additionally, the planned

development also offers a rooftop pool and amenities and canal dock and waterfront activation for hotel guests. Outdoor consumption on premise areas as shown on the Master Concept Plan and are located at ground level by the canal and on the rooftop pool and deck area are limited to hotel guests and occasional private events only.

The CPD rezoning and master concept plan will allow a mixed-use boutique style hotel with higher intensity, density, and height than previously existed on the parcel prior to hurricane Ian. The proposed development requests 60-unit boutique hotel with associated amenities in a 6-story building abutting Estero Blvd. The proposed FAR for the new buildings is 2 (total square footage of 64,468), which is below the Comprehensive Plan Policy 4-C-2 allows a FAR of up to 2.5 in the Pedestrian Commercial Use category. However, the Downtown district allows for FAR of 1.4 (approx. 45,300 sq ft). The proposed building will meet all building regulations and will be designed to be FEMA compliant with dry floodproofing. The proposed development is requesting eleven deviations from the Land Development Code.

Transportation and Parking

The applicant has provided a traffic impact assessment which is under review.
Parking for the site is provided under the building. As per the zoning code, the total parking required for the proposed development will be 86.7 as follows:

- Less than 450 SF (total unit 36 – parking space per unit 1.2) = 43.2 parking space
- Greater than 450 SF (total unit 24 - parking space per unit 1.5) = 36 parking spaces
- Retail 2,500 SF (3 per 1000 SF) 7.5 parking spaces

Total required parking under the land development code is 86.7 space. Under the downtown zoning code, a 33% reduction of parking required is allowed. That leads to a total required parking number to be 58.09. The applicant is asking for a further reduction of 21% (12 parking spaces) as a deviation to allow 46 parking spaces.

The proposed MCP includes enhanced sidewalk (from 10 to 15 foot) sidewalk along Estero Boulevard and 5 feet wide sidewalk along Primo Drive. Along with this there will be amenities such as bicycle racks and seating to enhance the public realm and create a more pedestrian-friendly environment.

Neighborhood Compatibility:

The property housed the Silver Sands cottages since 1921 which was destroyed by Hurricane Ian in 2022. The property is located within the Downtown zoning district approximately 1000 feet from Times Square. The site sits at the intersection of Estero Boulevard and Primo Drive placed within a transitional area between intense commercial use and adjacent residential properties.

The newly proposed Silver Sands Resort will be larger, modern, more intense, elevated and resilient. The residential properties located north of the site along Primo Drive may experience compatibility

concerns due to the proposed scale and intensity of development. However, on the South side of the site on Estero Blvd is Margaritaville Resort which is high intensity commercial resort; on east side there is mix of residential and commercial use, while west is the Canal waterfront.

The proposed building incorporates:

- Step-backs and articulation,
- Enhanced pedestrian frontage,
- Streetscape improvements,
- Resilient construction standards,
- Landscaping and buffering,
- Reduced building footprints through vertical construction.

The northern property line adjacent to residential properties includes buffering and setbacks intended to mitigate compatibility impacts.

Staff find the proposed redevelopment generally compatible with the surrounding Downtown context and redevelopment pattern, subject to compliance with the proposed conditions of approval.

Requested Deviations:

1. **A deviation from LDC Section 10-285, Table 10-1 – Connection Separation, which requires minimum separation between street and accessways, in order to allow driveway separations as depicted on the Master Concept Plan (MCP).**

   Justification by Applicant: LDC Section 10-285 requires minimum spacing between access points (250 feet on Estero Boulevard and 125 feet on Primo Drive). The proposed design provides ingress approximately 93 feet from Estero Boulevard and a separated egress approximately 180 feet along Primo Drive. While this does not meet standard spacing requirements, the redesign significantly improves site safety and circulation by eliminating multiple nonconforming access points and removing backing movements onto Estero Boulevard. Consolidated access, internal circulation, and on-site queuing at the hotel entrance reduce potential conflicts and enhance both vehicular and pedestrian safety. As such, the deviation improves overall functionality and supports the health, safety, and welfare of the public.

Staff Response: *While the proposed access spacing does not meet the minimum requirements of LDC Section 10-285, staff find the request consistent with the intent of the Code. The redesign eliminates multiple access points and unsafe backing onto Estero Boulevard, consolidates circulation, and provides on-site queuing.*

2. **A deviation from LDC Section 10-416(d) Table 10-18, which requires a 15' Type C buffer when a commercial use abuts a residential use, to allow a 7.5' Type C buffer only where indicated on the MCP and limited to the north property line.**

Justification by Applicant: The proposed deviation reduces the Type C buffer along the northern property line to 7.5 feet at the egress point on Primo Drive. While the buffer width is reduced, all required Type C plantings will be maintained, preserving the intended visual screening. Additionally, the building provides a 39-foot setback, ensuring adequate separation from the adjacent residential property. The deviation accommodates site access while maintaining the buffer's functional intent and will not negatively impact surrounding properties or public welfare.

Staff Response: *LDC Section 10-416 requires a 15-foot Type C buffer between commercial and residential uses. The proposed reduction to 7.5 feet is limited to the egress area and maintains all required plantings. Combined with the increased building setback, adequate screening and separation are preserved. The deviation meets the intent of the Code and is not expected to create adverse impacts*.

3. **A deviation from LDC Section 34-675 (b)(2) which limits height to 30 feet above base flood elevation and no taller than three (3) stories to allow a maximum zoned height of ± 58' and a maximum of five (6) stories.**

Justification by Applicant: The Comprehensive Plan (Policy 4-C-4) allows additional height in appropriate locations. The proposed 6-story, 58-foot hotel is consistent with other approved downtown projects, including Margaritaville, Lighthouse Resort, and Arches. While exceeding typical height limits, the building is stepped down to 5 stories at the front and rear to reduce visual impact. The site's location outside the primary bridge viewshed can accommodate the additional height, which supports design features such as a rooftop pool, improved architectural variation, reduced building footprint, and enhanced pedestrian amenities. The deviation is compatible with the downtown context and will not adversely impact surrounding properties.

Staff Response: *LDC Section 34-675 limits height to 30 feet and three stories. The proposed 58-foot, six-story building exceeds this standard; however, staff finds it consistent with the intent of the Code and Comprehensive Plan given its Downtown location and similarity to recently approved developments. The building incorporates step-down design to reduce impacts and supports flood compliance and site design improvements. The deviation is not expected to create adverse impacts.*

4. **A deviation from LDC Section 10-416(b)(1)b. which requires building edge plantings for properties within the Downtown zoning district to allow limited building edge plantings as shown on Studio AD Architect plans.**

Justification by Applicant: The Town's LDC requires building edge plantings for all new commercial building in the Downtown district. In order to provide the additional sidewalk width,

street furniture and functional access to the ground level retail and lobby space, edge plantings along Estero Boulevard are to be limited to planters as depicted in the architectural renderings provided. Along Primo Drive the site design proposes to provide a 4-foot landscape buffer instead of edge planting. This buffer exceeds code requirements and represents enhanced plantings along the eastern boundary.

Staff Response: The LDC requires building edge plantings in the Downtown district. The applicant proposes planters along Estero Boulevard to allow wider sidewalks and pedestrian amenities, and a 4-foot landscape buffer along Primo Drive. Staff find the request meets the intent of the Code by maintaining landscaping while enhancing the pedestrian environment.

5. **A deviation for relief from LDC Section 30-5(a)(1)a which allows for a parcel of land containing one or two business establishments, each separate business establishment shall be allowed a maximum of 32 square feet of sign area to allow two 58 square foot signs.**

Justification by Applicant: The requested increase in signage area is to accommodate two architecturally integrated, wall-mounted vertical signs that complement the building design and enhance visibility. These signs avoid conflicts with pedestrian improvements that ground signage would create and contribute to the overall streetscape. The deviation supports cohesive site design and will not adversely impact surrounding properties or public welfare.

Staff Response: *LDC Section 30-5 limits signage area to 32 square feet per establishment. The applicant proposes two 58-square-foot wall-mounted signs, exceeding this standard. Staff find the deviation consistent with the intent of the Code, as the signs are integrated into the building architecture, avoid conflicts with pedestrian improvements, and enhance visibility within a high-activity downtown corridor. The signage is not expected to create visual clutter or adverse impacts.*

6. **A deviation for relief from LDC Section 34-1803(a)(1), which allows for the conversion of units to hotel/motel guest units per established equivalency factors as allowed per LDC Section 34-1803(a)(2). This deviation would allow an equivalency ratio of 12 and a maximum of 60 guest units**.

Justification by Applicant: The property consists of five plated lots, each eligible for one single-family dwelling, establishing a base density of five units. Pursuant to LDC Section 34-1803(a)(1), these units may be converted to hotel units, and per Section 34-1803(a)(2), the standard equivalency ratio may be increased under exceptional circumstances with demonstrated public benefit. The exceptional circumstances include the devastation sustained due to Hurricane Ian, the construction requirements mandated through FEMA and Florida Building Code regulations, the high cost of construction, and high interest rates. Additionally, through the planned

development process the applicant is proposing the following public benefits:

a) Pedestrian barrier along Estero boulevard from Primo Drive to Crescent Street, and a crosswalk leading to the public parking lot and beach access

b) 15-foot enhanced sidewalk along Estero Boulevard

c) A new 5' public sidewalk along Primo Drive within the subject property

d) Enhancements to the public realm include landscaping, bicycle parking, and public benches along Estero Boulevard and Primo Drive.

e) Participation in the Don't Rent a Car (DRaC) program

f) Bicycles for hotel guests and bicycle racks for the public

g) Hardened and resilient structures

h) Positive economic impacts such as ad valorem taxes, bed tax, employment, secondary impacts in supporting other local businesses

i) Support of FMB Elementary School through informing/educating staff about the school and providing flexible work schedules to facilitate drop-off and pick-up

These exceptional circumstances and public benefits support the 60 hotel units requested. Moreover, this development will benefit the downtown community and local economy and will not adversely impact the public's health, safety, or welfare.

Staff Response: *LDC Section 34-1803 allows increased equivalency ratios under exceptional circumstances as described in the comprehensive plan if approved as a deviation through a planned development rezoning. Before approving such a deviation, the town council must find that:*

a. All other aspects of the development (height, traffic, intensity of use, etc.) are compatible with the surrounding area;

b. The proposal clearly exceeds all standards of the Fort Myers Beach Comprehensive Plan; and

c. In no case can equivalency factor increases exceed the maximum intensities allowed by the Fort Myers Beach Comprehensive Plan.

With the base maximum density of Pedestrian commercials up to six dwelling units per acres, the requested equivalency ratio of 12 (for 60 units) exceeds the standard density.

7. **A deviation from LDC Division 4, Table 34-3 for the CR zoning district which requires street setbacks of 10 feet to instead allow for build-to lines of 5 to 10 feet along Estero Boulevard.**

Justification by Applicant: Although the site is within the Downtown zoning district, the proposed CPD is evaluated under CR standards. The deviation requests application of Downtown build-to requirements (5–10 feet along Estero Boulevard) in lieu of CR setbacks to promote a pedestrian-oriented streetscape. This approach is consistent with the Comprehensive Plan vision and will not

adversely impact surrounding properties or public welfare.

Staff Response: LDC Division 4, Table 34-3 requires a 10-foot street setback within the CR zoning district. The applicant proposes a reduced build-to line of 5 to 10 feet along Estero Boulevard, consistent with Downtown standards. Staff finds the deviation consistent with the intent of the Code, as it promotes a pedestrian-oriented streetscape, enhances street activation, and aligns with the design character of the Downtown area. The reduced setback will not create adverse impacts and support the Comprehensive Plan vision.

8. **A deviation for relief from LDC Section 10-289(d) width of sidewalk to allow a five-foot sidewalk along Primo Drive.**

Justification by Applicant: The requested deviation reduces the sidewalk width along Primo Drive to five feet due to site constraints and roadway interface conditions. The design maintains continuous pedestrian access and safe circulation while accommodating the overall site layout. The proposed sidewalk improves existing conditions and is appropriate given Primo Drive's low traffic volumes. The deviation will not adversely impact pedestrian safety or surrounding properties.

Staff Response: *LDC Section 10-289(d) establishes minimum sidewalk width requirements to ensure adequate pedestrian safety and mobility. The applicant proposes a reduced sidewalk width of five feet along Primo Drive. Staff find the deviation acceptable, as the sidewalk provides continuous pedestrian connectivity and improves existing conditions where no compliant sidewalk currently exists. Given that Primo Drive is a local street with relatively low traffic volumes, the reduced width is sufficient to accommodate anticipated pedestrian activity.*

9. **A deviation for relief from LDC Sections 34-994 – 34-997 Commercial Design Standards to allow the enclosed architectural elevations and renderings to serve as the approved building design and commercial standards for this project.**

Justification by Applicant: The proposed building is designed to meet the intent of the Commercial Design Standards while addressing site constraints and current building requirements. Although certain elements deviate from specific standards, Section 34-991 allows flexibility in architectural style. The design provides articulated facades, visual interest, and a cohesive contemporary coastal character, consistent with the quality and intent of the LDC for commercial development.

Staff Response*: LDC Sections 34-994 through 34-997 require commercial buildings to meet specific design standards for façade articulation, materials, and pedestrian orientation. The applicant proposes to use the submitted architectural plans in lieu of strict compliance. Staff finds the design meets the intent of the Code by providing articulated façades, visual interest, and a pedestrian-oriented streetscape. The contemporary coastal architecture is compatible with the*

Downtown character.

10. **A deviation for relief from LDC Section 34-1174(d)2(a) and 34-1744(b)(4)(d) regarding the location of the refuse container and height of the refuse container screening. The deviation allows the accessory refuse container to be set back a minimum of ten feet (10') from the rear property line and allows the refuse container screening (enclosure) to be a maximum of eight feet (8') in height.**

Justification by Applicant: The refuse container is located at the rear of the site, adjacent to the building and near Primo Drive access for efficient service access. It is screened from adjacent properties by a 7.5-foot Type C buffer with a 6-foot wall or fence. The proposed increase in enclosure height to 8 feet provides enhanced screening. This design improves functionality and will not adversely impact surrounding properties or public welfare.

Staff Response: *LDC Sections 34-1174(d)2(a) and 34-1744(b)(4)(d) regulate refuse container location and screening. The applicant proposes a reduced setback and an increased enclosure height to 8 feet. Staff find the rear location and enhanced screening to meet the intent of the Code.*

11. **A deviation from LDC Sec. 34-1804(a) and Sec. 34-2020, which regulate parking for hotel/motels, non-residential, residential, and combined use developments, to allow a 21% reduction in required parking for projects within the downtown redevelopment district.**

Justification by Applicant: LDC Sections 34-1804(a) and 34-2020 requires the total allows a 21% reduction in required parking, providing 46 spaces where 58 are required. This reduction is appropriate due to the project's location within a highly walkable Downtown "park-once" district, its proximity to public transit, and the availability of nearby public and private parking. The project also supports alternative transportation through bicycle amenities, on-site bike parking, and enhanced pedestrian infrastructure along Estero Boulevard.

Staff Response: *While the proposed parking supply does not meet the minimum requirements of LDC Sections 34-1804(a) and 34-2020, staff notes that the applicant has submitted a traffic impact assessment. Based on the proposed development program, total parking demand is calculated at 86.7 spaces, including 43.2 spaces for units less than 450 square feet, 36 spaces for units greater than 450 square feet, and 7.5 spaces for 2,500 square feet of retail. Application of the 33 percent Downtown reduction results in a requirement of 56.7 spaces; however, the proposal provides 46 spaces and one bicycle rack, requiring an additional deviation. The subject property is located within the Downtown/Times Square area, which is characterized by constrained site conditions, limited on-site parking capacity, and reliance on shared public and private parking resources. The Master Concept Plan includes pedestrian enhancements such as a widened sidewalk along Estero Boulevard (10 to 15 feet), a 5-foot sidewalk along Primo Drive, and bicycle amenities. The Downtown district continues to experience high parking demand during peak periods.*

Staff further notes that the Town Council has emphasized the importance of maintaining adequate

parking supply within the Downtown area. The Applicant has indicated that additional parking management strategies may be evaluated at the time of Development Order review. With regards to the location of the project, staff do not recommend the reduction of the parking requirement.

Findings and Conclusions:

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

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

(1) Whether there exists an error or ambiguity which must be corrected.

Staff response: No errors or ambiguities exist.

(2) Whether there exists change or changing conditions which make approval of the request appropriate.

Staff response: The previous structure was destroyed by Hurricane Ian and the site is open for redevelopment. The property owner has the ability to develop the property under a post-disaster policy and LDC regulations.

The 2045 Comprehensive Plan also includes several policy directives: allowing for master planned developments to redevelop with density, intensity and height greater than standard future land use categories in exchange for public benefits. However, the Public Benefit Ordinance has not been adopted by the Town when the application was submitted.
Additionally, the 2045 Comprehensive plan also suggests a huma scale development for FMB.

(3) The impact of a proposed change on the intent of this chapter.

Staff response: The intent of the chapter is listed in 34-1 as:
The purpose of this chapter is to encourage and promote, in accordance with present and future needs, the safety, health, order, convenience, prosperity, and general welfare of the citizens of the Town of Fort Myers Beach, to recognize and promote real property rights, and to provide:

(1) For efficiency and economy in the process of development;
(2) For the appropriate and best use of land;
(3) For preservation, protection, development, and conservation of the historical and natural resources of land, water and air;
(4) For convenience of traffic and circulation of people and goods;
(5) For the use and occupancy of buildings;
(6) For healthful and convenient distribution of population;
(7) For adequate public utilities and facilities;
(8) For promotion of the amenities of beauty and visual interest;
(9) For protection of the character and maintenance of the stability of residential and business areas; and
(10) For development in accordance with the Fort Myers Beach Comprehensive Plan.

(4) The testimony of any applicant.

Staff response: Satisfactory

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

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

(7) Whether the request is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses as set forth in the Fort Myers Beach Comprehensive Plan.

Staff response: The proposed development is in compliance with the intensity of the district. The use is permitted use by right in CPD. Additionally, the new structure will be designed to current building and flood requirements which is supported by the comprehensive plan.

(8) Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.
Staff response: The proposed development will meet performance standards set forth in 34-2031.

(9) Whether urban services are, or will be, available and adequate to serve a proposed land use change.
Staff response: The urban services exist in this location, and the applicant needs to submit letters of availability from appropriate departments.

(10) Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.
Staff response: The request will have no significant adverse impact is anticipated, subject to compliance with all applicable environmental regulations.

(11) Whether the request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.
Staff response: The proposed use has been in existence in this location for many years. It is not anticipated to have any detrimental impact on existing or planned uses.

(12) Whether the location of the request places an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development.
Staff response: The use with 60 hotel units and 2500 sq feet of retail use in this location will place an additional burden on the transportation network or other facilities and services. However, the applicant has proposed mitigation measures as part of the CPD application.

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

(c) Findings. Before granting any rezoning, the town council shall find that the requested zoning district complies with:
(1) The Fort Myers Beach Comprehensive Plan.
Staff response: The proposed use for the CPD complies with the Comprehensive Plan 2045.

(2) This chapter.

Staff response: The proposed uses comply with this chapter except in regard to the deviations.

(3) Any other applicable town ordinances or codes.

Staff response: The proposed request complies with the town ordinances and codes, except in regard to the deviations.

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

§ 34-216 Public hearing

(a) *Hearing before the local planning agency.* After the application is completed, the application will be scheduled for a public hearing before the local planning agency.

(1) At the public hearing the local planning agency will consider the application in accordance with article II of this chapter.

(2) The recommendation made to the Town Council must be supported by the guidelines set forth in § 34-85 of this chapter. In addition, the findings must address whether the following criteria can be satisfied:

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

Staff response: The use of the property for Silver Sands resort existed on this site previously, at a lower intensity and density.

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

Staff Response: Satisfactory. The proposed use provided in the schedule of uses are consistent with Land Development Code. Sufficient safeguards are provided for the public's interest.

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

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

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

1. Objective 1-A Estero Boulevard - Improve the functioning and appearance of Estero Boulevard as the premier public space and primary circulation route of Fort Myers Beach.
POLICY 1-A-1 Changes along Estero Boulevard should improve on the characteristics that make it a boulevard in character and not just in name: safe and interesting to walk along, impressive landscaping, and scaled to people rather than high-speed traffic.

Staff response: Staff finds the proposed development consistent with Objective 1-A and Policy 1-A-1 of the Fort Myers Beach Comprehensive Plan. The project enhances walkability through an enhanced sidewalk along Estero Boulevard and a new 5-foot sidewalk along Primo Drive, supported

by pedestrian-scaled design features. Traffic safety is improved by consolidating access to a single point on Primo Drive, reducing conflicts and eliminating backing onto Estero Boulevard. Proposed pedestrian improvements, including a crosswalk and decorative barrier (subject to approval), are intended to guide pedestrian movement and enhance safety.

2. Goal 4/ Objective 4-A Policies 4-A-1 and 4-A-2 maintain the small-town character of Fort Myers Beach and pedestrian oriented public realm and maintain human scale and maintain vibrant economy and walkable area, pedestrian oriented public realm.

Staff response: Staff finds the proposed development consistent with Policies 4-A-1 and 4-A-2 of the Fort Myers Beach Comprehensive Plan, as it maintains a human-scale design and enhances the pedestrian-oriented public realm. The project provides sidewalks, pedestrian plaza, bicycle parking, and improved connectivity to beach access, supporting walkability and corridor continuity. Additional improvements, including a crosswalk and decorative barrier (subject to agency approval), are intended to enhance pedestrian safety and reinforce the Downtown pedestrian network.

3. Policy 4-C-4 on building heights taller than the standard height limit.
Staff response: The proposed building will be a 6-story building. The request for additional heights is proposed as part of the planned development rezoning.

4. Policy 4-C-8 on density transfers.
Staff response: Not applicable.

5. OBJECTIVE 4-D on post-disaster build back.
Staff response: Staff finds the proposed development consistent with Objective 4-D (Post-Disaster Redevelopment), as it incorporates resilient construction and complies with applicable federal, state, and local building standards.

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

Staff response: Staff finds the project consistent with applicable policies, as it enhances the pedestrian environment with sidewalk and amenities, improves safety by eliminating backing onto Estero Boulevard, and is not expected to adversely impact on the transportation network based on the Traffic Impact Statement.

Public Benefits

The Silver Sands Resort will provide numerous public benefits to the Town of Fort Myers Beach, its residents, and visitors. Public benefits being provided include the following:

1. Pedestrian barrier along Estero Boulevard from Primo to Crescent Streets, and a crosswalk leading to the public parking lot and beach access,
2. 15-foot enhanced sidewalk along Estero Boulevard,
3. Enhancements to the public realm including landscaping, bicycle parking, and public benches

along Estero Boulevard and Primo Drive,

4. Participation in the Don't Rent a Car (DRaC) program,
5. Bicycles for hotel guests and bicycle racks for the public,
6. Hardened and resilient structures,
7. Positive economic impacts including ad valorem taxes, bed tax, employment, and secondary impacts in supporting local businesses,
8. Support of the FMB Elementary School through informing/educating staff about the school and providing flexible work schedules to facilitate drop-off and pick-up,
9. Helping redevelop and revitalize the downtown district with a quality boutique hotel developed and managed by TPI - a local and proven entity.

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

a. Each item enhances the achievement of the objectives of the planned development; and
Staff response: The requested deviations allow the development of the site as proposed.

b. The general intent of this chapter to protect the public health, safety and welfare will be preserved and promoted; and
Staff response: With enhance sidewalks and improvement, the CPD application is promoting safety and welfare.

c. Each deviation operates to the benefit, or at least not to the detriment, of the public interest; and
Staff response:

1. *With regards to the location of the project, staff do not recommend the reduction of the parking requirement.*
2. *To keep it compliance with the Comprehensive plan the pedestrian commercial allows for a maximum density up to six dwelling units per acer, the requested equivalency ratio of 12 (for 60 units) exceeds the standard density.*

d. Each deviation is consistent with the Fort Myers Beach Comprehensive Plan.
Staff response: The deviations proposed in the CPD applicant is consistent with the Comprehensive plan 2045.

RECOMMENDATION and CONDITIONS OF APPROVAL

Staff find that the CPD 20250286 with 11 deviations, does meet the criteria set forth in Sec. 34-85(b) and (c) and 34-216(2) and FMB Comprehensive plan 2045. If approved, the staff recommends the following conditions.

1. A local development order is required prior to any development of the site, in accordance with this planned development approval. Final engineering review at Development Order stage
2. Master concept Plans shall be updated if recommended by the council prior to the signature of the ordinance.
3. All state and local permits, including but not limited to right of way and stormwater permits, must be applied for and received prior to site development.
4. All landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131.
5. All signage and landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131.
6. Final architectural elevations shall be consistent with submitted renderings
7. Compliance with all stated public benefit improvements.
8. Transportation improvements (crosswalk, barrier sidewalks) constructed prior to CO.
9. Final parking management strategies, including valet or shared parking agreements, if necessary, shall be evaluated during Development Order review.

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: (26-10)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/APPROVING WITH CONDITIONS/DENYING A REZONING OF PROPERTY LOCATED AT 1207 ESTERO BLVD, FORT MYERS BEACH, GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0150D.0050 FROM DOWNTOWN ZONING DISTRICT TO A COMMERCIAL PLANNED DEVELOPMENT WITH 11 DEVIATIONS TO ALLOW FOR A 60-UNIT HOTEL, AND 2,500 SQUARE FEET OF COMMERCIAL RETAIL SPACE AND 46 PARKING SPACES; PROVIDING FOR OTHER 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 law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  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 create a Development agreement (DA) to allow the redevelopment of a restaurant and a family entertainment venue on the Old Wyndham/Holiday Inn property. The request is a Phased Development.

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:
One property owner will be impacted by this proposed ordinance.

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-618**

1. **Request:**

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING A PROPOSED MAXIMUM MILLAGE RATE FOR THE TOWN OF FORT MYERS BEACH, FLORIDA OF 1.34 FOR FISCAL YEAR 2027, COMMENCING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR THE GENERAL GOVERNMENT OPERATING FUND; SETTING THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC HEARINGS AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES FOR ADOPTION OF A TENTATIVE AND FINAL MILLAGE RATE AND A PROPOSED AND FINAL OPERATING BUDGET; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Pursuant to state law, a Proposed Maximum Millage Rate must be adopted by the Town Council and submitted to the County Property Appraiser prior to August 5th. Once the tentative millage rate has been set, it cannot be increased, only reduced.

What the action accomplishes:

Sets the Proposed Maximum Millage Rate and Budget Hearing Dates in compliance with state law.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	William McKannay, Town Manager

5. **Background:**

A Proposed Maximum Millage Rate must be adopted by the Town Council and submitted to the County Property Appraiser prior to August 5, 2026. Currently, the Town staff are developing the General Fund Operating Budget. To become more sustainable in the future, staff recommends considering an increase in the millage rate. Once the tentative millage rate has been set, it cannot be increased, only reduced.

The first budget hearings will be scheduled for September 9, 2026, at 5:01 pm, and the second budget hearing will be held on September 23, 2026, at 5:01 pm.

Attachments:

1. 26-142, NS 26-142 FY27 Proposed Millage Rate (002)
2. Presentation - First_Meeting_Millage_FY2027

Financial Impact:

With the preliminary budget numbers, we are using $629,030 from the Town's bridge loan to cover operating expenditures due to loss in ad valorem revenue since Hurricane Ian. A millage increase of 1.34 will provide $1,792,925.21 above the Rolled Back rate.

6. **Alternative Action**

Propose alternative millage rates.

7. **Management Recommendations:**

Staff recommends Town Council consider setting the Proposed Maximum Tentative Millage Rate

at 1.34 per $1,000 of property value, which will provide more sustainable ad valorem revenues and lessen the usage of the Town's bridge loan. This is sets the maximum Millage rate and the rate can be reduced during the subsequent budget hearings as part of the TRIM process.

8. **Recommended Approval:**

Jeffrey Newman , Assistant Finance Director	Created/Initiated - 7/17/2026
nancy stuparich, Town Attorney	Approved - 7/23/2026
Amy Baker, Town Clerk	Approved - 7/23/2026
William McKannay, Town Manager	Final Approval - 7/27/2026

RESOLUTION NUMBER 26-142

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING A PROPOSED MAXIMIUM MILLAGE RATE FOR THE TOWN OF FORT MYERS BEACH, FLORIDA OF 1.34 FOR FISCAL YEAR 2027, COMMENCING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027, FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR THE GENERAL GOVERNMENT OPERATING FUND; SETTING THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC HEARINGS AS REQUIRED BY SECTION 200.065, FLORIDA STATUTES FOR ADOPTION OF A TENTATIVE AND FINAL MILLAGE RATE AND A PROPOSED AND FINAL OPERATING BUDGET; 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, Section 200.065, Florida Statutes establishes the method for determining and levying an ad valorem millage rate and adoption of a budget for all taxing authorities in the State of Florida; and

WHEREAS, the Lee County Property Appraiser completed his assessment of the value of all property in the Town of Fort Myers Beach on July 1, 2026 and certified the gross amount of taxable property value not exempt from taxation to the Town of Fort Myers Beach in the amount of $5,029,976,902 and

WHEREAS, in addition to the certification of the gross amount of taxable property value, the Lee County Property Appraiser included instructions to the Town of Fort Myers Beach describing the proper method of computing a millage rate which, exclusive of new construction, additions to structures, deletions, increases in the value of improvements that have undergone a substantial rehabilitation which increased the assessed value of such improvements by at least 100 percent, property added due to geographic boundary changes, total taxable value of tangible personal property within the jurisdiction in excess of 115 percent of the previous year's total taxable value, and any dedicated increment value, will provide the same ad valorem tax revenue for each taxing authority as was levied during the prior year less the amount, if any, paid or applied as a consequence of an obligation measured by the dedicated increment value, to be identified as the "rolled-back rate; and

WHEREAS, the Town of Fort Myers Beach has determined the rolled-back rate to be .9687; and

WHEREAS, it is in the best interest of the residents of the Town to set a proposed maximum operating millage rate as required by Section 200.065 and complete a preliminary budget based on the certified value provided by the Lee County Property Appraiser.

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

Section 1. The above recitals are true, correct, and incorporated herein by this reference.

Section 2. The proposed maximum ad valorem operating millage rate for Fiscal Year 2026-2027 is hereby adopted to 1.34 mills, which equals $1.34 per $1,000 of property value.

Section 3. The first public hearing to review the proposed ad valorem millage rate and adopt a tentative budget will be held on September 9, 2026 at 5:01 PM at Town Hall, 6231 Estero Blvd, Fort Myers Beach, Florida. The second public hearing to review the tentative millage rate and proposed budget and to adopt a final millage rate and final budget will be held on September 23, 2026 at 5:01 PM.

Section 4. The Town Clerk is directed to immediately provide a copy of this Resolution to the Lee County Property Appraiser in no event later than August 4, 2026.

Section 5. 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:

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

ADOPTED this 3rd day of August, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____

Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorneys

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



FMBgov.com

FY27 PROPOSED MAXIMUM MILLAGE RATE

Jeffrey Newman, MPA, Assistant Finance Director
for the Town of Fort Myers Beach

Introduction

FMBgov.com

- The purpose of this agenda item is to set the not-to-exceed millage rate.
- Per Florida Statute 200.65(4)(B), taxing authorities are required to set a proposed millage rate and provide notification to the Property Appraiser's Office within 35 days of certification of Value.
- The due date is tomorrow August 4, 2026.
- This rate is a NOT-TO-EXCEED rate.
- This meeting also sets additional public meetings on September 9th and September 23rd to discuss and adopt the millage and budget.

Introduction

FMBgov.com

- Framing the millage calculation for budget purposes:
  - 1 mill is equal to $1 of every $1,000 of taxable value.
  - .01 mill is equal to $50,299.77.
  - .01 mill budgeted (96%) is equal to $48,287.78

Perspective

FMBgov.com

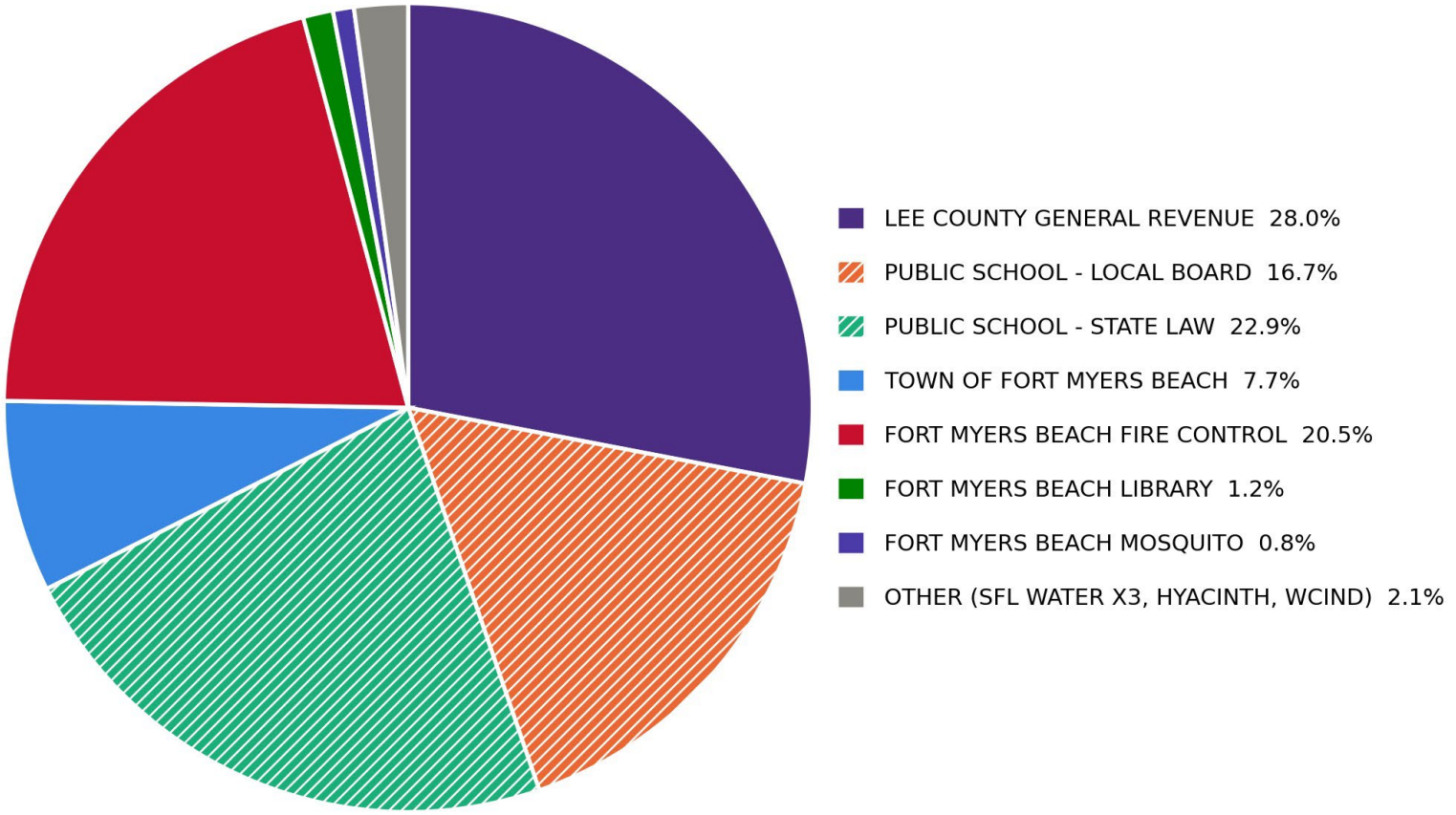
- Framing the millage calculation for perspective:
  - Total millage in FY26 for a town resident was 13.4329.
  - The town portion of the FY26 millage bill is 7.66%

Perspective

FMBgov.com

TAXING AUTHORITY	RATE - Percentage of Whole
LEE COUNTY GENERAL REVENUE	3.7623 - 28.01%
PUBLIC SCHOOL - BY LOCAL BOARD	2.2480 - 16.74% (School Combined 5.3190)
PUBLIC SCHOOL - BY STATE LAW	3.0710 - 22.86% (School Combined 5.3190)
TOWN OF FORT MYERS BEACH	1.0294 - 7.66%
SFL WATER MGMT-DISTRICT LEVY	0.0948 - .71%
SFL WATER MGMT-EVERGLADE CONST	0.0327 - .24%
SFL WATER MGMT-OKEECHOBEE LEVY	0.1026 - .76%
FORT MYERS BEACH FIRE CONTROL DISTRICT	2.7600 - 20.55%
FORT MYERS BEACH MOSQUITO	0.1123 - .84%
FORT MYERS BEACH LIBRARY	0.1612 - 1.20%
LEE COUNTY HYACINTH CONTROL	0.0192 - .14%
WEST COAST INLAND NAVIGATION DISTRICT	0.0394 - .29%
TOTAL:	13.4329

FY2027 Millage Rate Distribution — Town of Fort Myers Beach



Perspective

- If the state sales tax of 6% per $100 of value was reported as mills it would be 60 Mills ($60 per $1,000) and sales tax automatically mimics inflationary trends.

- Alternative Non-Millage revenues such as sales taxes, room taxes, impact fees, many fees etc.; are often restricted by Florida Statute:
  - By maximum percentage.
  - What taxing authority can impose them.
  - How they are used.
  - How much can be assessed.

Perspective

FMBgov.com

- The top 3 millage rates (Lee County and SDLC) make up 67.6% of a town resident's property tax bill and are used to provide county-wide services.
- The town millage proportion of the total property tax bill is 7.66%.
- 100% utilized by the town for town residents.
- The town has no input on how the remaining 92.34% of a resident's property tax bill is spent.

Millage Impacts on Tax Bill

FMBgov.com

Rate	Millage	Net Outcome	% Change
Rolled-Back	.9687	13.3902	-.32%
Unchanged	1.0294	13.4329	0%
Maximum Proposed	1.34	13.7435	2.31%

Millages

FMBgov.com

- .9687: The Rolled-Back Rate.
- 1.0294: The Unchanged Rate.
- 1.34: The Maximum Proposed Millage Rate.
  - ✓ This meeting sets the maximum proposed millage rate.
  - ✓ The final rate will be adopted at subsequent public meetings in September.
  - ✓ Any lesser millage can be chosen as part of the TRIM process. This establishes a millage cap for the formation of this budget.



FMBgov.com

FY27 MILLAGE ROLLED-BACK .9687

Jeffrey Newman, MPA, Assistant Finance Director
for the Town of Fort Myers Beach

Rolled-Back Rate

FMBgov.com

- **Rolled-Back Rate for FY27 is .9687**

- **FY 27**
  - ✓ Adopting the rolled-back will collect $4,872,538.62.
  - ✓ Of that **$4,677,637** can be budgeted (96%).

- **FY 26**
  - ✓ Last year, the town adopted a millage of **$4,628,362** (budgeted).
  - ✓ Millage was collected on a 1.0294 rate.

What is Rolled-Back Rate

- **The Rolled-Back Rate is based on adjusted prior year ad valorem proceeds divided by the adjusted current year taxable value.**

  - ✓ The rolled-back can drop in real dollar terms if millage underperformed estimates during the prior year.
  - ✓ Rolled-back automatically reduces to bring in the lesser amount.

Rolled-back Rate

FMBgov.com

- **Effective for FY 2027:**
- **The Rolled-Back Millage is no longer adjusted by Florida Per Capita Personal Income.**
  - ✓ In past years this was automatically implemented as a multiplier to keep millage as somewhat neutral in buying power terms
  - ✓ It offset the impact of a rolled back if less money was collected than the budgeted amount.
  - ✓ It served to automatically increase or decrease the rolled-back millage by an "inflationary" factor linked to changes to personal income.
  - ✓ The Florida Per Capita Personal Income Estimate in 2026 was 3.99%
    - For reference, the US CPI factor in June of 2026 was 3.5%

Millage Rate Analysis

FMBgov.com

- **What does this mean:**
  - ✓ Impact in FY27 moving forward:
    - The rolled-back rate no longer includes an "income" adjusted amount.
    - The rolled-back rate for FY27 would have been 1.007 and not .9687 (using the 3.99% estimate).
    - The new calculation methodology deprives the town of $187,637 in budgeted millage if the rolled-back is adopted –vs- how it would have been calculated.
    - So, if the current millage of 1.0294 is maintained, it will be a 6.2% increase over rolled-back and not a 2.4% increase over rolled-back.

Millage Rate Analysis

FMBgov.com

- **What does this mean:**
  - ✓ How much does the rolled-back rate save a property owner:
  - ✓ 1.0294 used as the maintain rate.
    - $750,000 home.
    - $50,000 homestead exemption.
    - Maintain 1.0294 is $720.58 per year.
    - Rolled-back .9687 is $678.09 per year.

Time Scale	Tax Amount	Savings
Year	$678.09	$56.51
Month	$56.51	$3.54
Day	$1.86	$.1164

Millage Rate Analysis

FMBgov.com

- **Impact:**
  - ✓ Town Budget
    - $293,106.81 in additional cuts over proposed “early” budget with a 1.0294 rate.
    - Total Budget differential would have climbed to $1,792,772.



FMBgov.com

FY27 MILLAGE MAINTAIN RATE 1.0294

Jeffrey Newman, MPA, Assistant Finance Director
for the Town of Fort Myers Beach

Maintain Rate

FMBgov.com

- **To Maintain for FY27 at 1.0294**

- **FY 27**
  - ✓ Adopting the 1.0294 will collect $5,177,858.22.
  - ✓ Of that **$4,970,743** can be budgeted (96%).

- **FY 26**
  - ✓ The town adopted a millage of **$4,628,362** (budgeted).
  - ✓ Millage was collected on a 1.0294 rate.

Millage Rate Analysis

- **What does this mean:**
  - ✓ How much does maintaining cost a homeowner:
  - ✓ 1.0294 used as the maintain rate.
    - $750,000 home.
    - $50,000 homestead exemption.
    - Maintain 1.0294 is $720.58 per year.
    - Rolled-back .9687 is $678.09 per year.

Time Scale	Tax Amount	Above (Rolled-Back)	
Year	$720.58	$56.51	($678.09)
Month	$60.05	$3.54	($56.51)
Day	$1.97	$.1164	($1.86)

Millage Rate Analysis

FMBgov.com

- **FY27 Millage rate: 1.0294 mills**
  - ✓ 6.2% above the rolled-back rate of 0.9687 mills
  - ✓ Generates $293,106 in additional Ad Valorem revenue over rolled-back
  - ✓ Two-thirds (4-of-5) vote is required.
  - ✓ Two-thirds can approve up to 1.0655 mills
  - ✓ Unanimous for any amount above 1.0655 mills (110% of Rolled-back rate).



FMBgov.com

FY27 MILLAGE MAXIMUM RATE 1.34

Jeffrey Newman, MPA, Assistant Finance Director
for the Town of Fort Myers Beach

Maximum Rate

FMBgov.com

- **Reminder: This meeting set the Maximum**
  - The current proposed budget is $14,181,511.00.
    - Proposed Budget, without cost containment measures nor revenue enhancements.
  - The revenues are currently forecast as $12,681,845; if the 1.0294 millage is maintained and no fee adjustments are made.
  - Results in a $1,499,666 difference.

FY 26 Adopted	FY 27 Proposed	FY 27 Revenue	FY 27 Difference
$12,732,874	$14,181,511	$12,681,845	$1,499,666

Maximum Rate

- **Why set the maximum at 1.34?**

Analysis of Closing with Millage
Amount: $1,499,666
Per Mil: $ 50,299.77
96% Per Mil: $48,287.78
$1,499,666 ÷ $48,287.78 = 31.06 (.3106 Mills)
1.0294 + .3106 = **1.34 Mills (raises $1,499,818.39)**

Millage Rate Analysis

- **What does this mean:**
  - ✓ How much does this cost a homeowner above Rolled-Back:
  - ✓ 1.34 used as the maintain rate.
    - $750,000 home.
    - $50,000 homestead exemption.
    - Increase to 1.34 = $938.00 per year.
    - Rolled-back .9687 is $678.09 per year.

Time Scale	Tax Amount	Above (Rolled-Back)
Year	$938.00	$259.91 ($678.09)
Month	$78.17	$21.66 ($56.51)
Day	$2.57	$.71 ($1.86)



FMBgov.com

MILLAGE BENCHMARKING

Jeffrey Newman, MPA, Assistant Finance Director
for the Town of Fort Myers Beach

Millage Rate Analysis

FMBgov.com

- **Analysis Notes:**
  - ✓ Peer analysis is based upon the most recently published Florida Department of Revenue information from fiscal year 2025.
  - ✓ Fort Myers Beach was set at a baseline of 1.0294 mills for the purpose of this analysis.
  - ✓ Benchmarking Analysis conducted in late June 2026.
  - ✓ TRIM information updated post July 1, 2026.

Millage Rate & Key Decision

FMBgov.com

- **Rate is among the lowest in the State of Florida:**
  - ✓ Statewide municipal average: approximately 5.00 mills
  - ✓ Fort Myers Beach at 1.0294 mills = bottom 4.8% of all 393 FL municipalities
  - ✓ 374 of 393 Florida municipalities levy a higher rate than FMB

- **Fort Myers Beach rank: #7 of 393 municipalities from lowest to highest**
  - ✓ Only ~19 municipalities statewide levy less than 1.0294 mills
  - ✓ FMB is in the bottom 4.8% percentile of all Florida municipal Millage rates

Statewide Position — All 393 FL Municipalities

FMBgov.com

- **Comparison to statewide benchmarks:**
  - ✓ Statewide average: ~5.00 mills — FMB is 79% BELOW average
  - ✓ Statewide median: ~5.20 mills — FMB is 80% BELOW median
  - ✓ FMB rate is less than one-quarter of the average Florida municipality
- **374 jurisdictions of 393 total charge MORE than Fort Myers Beach**
  - ✓ At 1.0294 mills, FMB levies less than Sanibel (2.50), Marco Island (1.267), and Naples (1.23)
  - ✓ Even Destin (1.615), Key West (1.9551), and Longboat Key (1.96) all levy higher rates
  - ✓ FMB rate is 59% below its closest post-Ian peer: Sanibel Island

Coastal Benchmarking — Lowest Rate Peers

FMBgov.com

- **Communities levying LESS than Fort Myers Beach (1.0294):**
  - ✓ Estero (Lee County): 0.7300 mills — unincorporated-style limited services
  - ✓ Bonita Springs (Lee County): 0.8470 mills — large tax base, volume offsets rate
- **Communities levying NEAR Fort Myers Beach (0.20–0.25 mills above):**
  - ✓ Naples (Collier): 1.2300 mills — 19% above FMB
  - ✓ Indian River Shores: 1.2810 mills — 24% above FMB
  - ✓ Marco Island (Collier): 1.2670 mills — 23% above FMB

Coastal Benchmarking — Lowest Rate Peers

FMBgov.com

- **Key observation — low-rate peers share common traits:**
  - ✓ Very high property values (large tax base) allows low rate to generate sufficient revenue
  - ✓ Limited or lean municipal service models (no large recreation or public safety overhead)
  - ✓ FMB is in post-hurricane recovery mode
  - ✓ FMB's low rate is policy-driven, not a function of a higher tax base

Coastal Benchmarking — Gulf & Island Peers

FMBgov.com

- **Gulf Coast barrier island peers — all levy HIGHER than FMB:**
  - ✓ Sanibel (Lee County — post-Ian): 2.5000 mills | 143% higher than FMB
  - ✓ Anna Maria (Manatee): 1.6500 mills | 60% higher than FMB
  - ✓ Longboat Key: 1.9600 mills | 90% higher than FMB
  - ✓ Holmes Beach (Manatee): 1.9900 mills | 93% higher than FMB
  - ✓ Bradenton Beach (Manatee): 2.3329 mills | 127% higher than FMB

Coastal Benchmarking — Gulf & Island Peers

FMBgov.com

- **Florida Keys and South Florida coastal peers:**
  - ✓ Key West (Monroe): 1.9551 mills | 90% higher than FMB
  - ✓ Islamorada (Monroe): 2.6500 mills | 157% higher than FMB
  - ✓ Sunny Isles Beach (Miami-Dade): 1.7000 mills | 65% higher than FMB
- **Coastal benchmark group average: approximately 3.10 mills**
  - ✓ FMB at 1.0294 is 67% below the 28-town coastal benchmark average

Fiscal Context & Strategic Observations

FMBgov.com

- **Why FMB's rate is exceptionally low:**
  - ✓ Budget relied heavily on DEO Bridge Loan draws over the past few years. Charges for service ($3.0M), and $4.3M in grants — reducing ad valorem dependency
  - ✓ Post-Ian recovery has constrained taxable value growth and property owner capacity

Fiscal Context & Strategic Observations

FMBgov.com

- **Rate headroom in 2027 —at 1.0294, substantial capacity remains:**
  - ✓ Moving to statewide average (5.00 mills) would generate approx. $19.2M additional Ad Valorem
  - ✓ Moving to coastal peer average (3.10 mills) would generate approx. $10M additional
  - ✓ Moving to Sanibel's rate (2.50 mills) would generate approx. $7.1M additional
  - ✓ In FY27 .01 mills is equal to $50,299.77.
  - ✓ **At the time of this report only $4,462,894 of the budgeted $4,628,362 has been collected. 86.3%**

Conclusion

FMBgov.com

- This rate is a NOT-TO-EXCEED rate.
  - 1.34 adopted today functions as a cap on millage for FY27.
- This meeting sets additional public meetings on September 9th and September 23rd to discuss and adopt the millage and budget.

Rate	Millage	Net Outcome	% Change	Year	Month	Day
Rolled-Back	.9687	13.3902	-.32%	$678.09	$56.51	$1.86
Unchanged	1.0294	13.4329	0%	$720.58	$60.05	$1.97
Maximum Proposed	1.34	13.7435	2.31%	$938.00	$78.17	$2.57

- The Year, Month and Day calculate on the tax basis for a $750,000 home.
- The percentage change is based upon the impact to the overall tax burden of 13.4329.
- The town only accounts for 7.66% of millage collected.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-673**

1. **Request:**

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ESTABLISHING SIX AD HOC COMMITTEES TO ASSIST IN THE PREPARATION OF A CHARTER SCHOOL APPLICATION PURSUANT TO SECTION 1002.33, FLORIDA STATUTES, AND RULE 6A-6.0786, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR COMMITTEE DUTIES, MEMBERSHIP, AND DURATION; PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Following the Town Council's direction regarding Interlocal Agreement negotiations with the Lee County School Board and the Superintendent's openness to exploring a charter school model, the establishment of six Ad Hoc Committees is necessary to provide structured assistance in preparing the Fort Myers Beach Charter School application in compliance with Florida Statutes Section 1002.33 and Florida Administrative Code Rule 6A-6.0786.

What the action accomplishes:

The resolution establishes six Ad Hoc Committees: Governance, Educational Program, Human Resources, Community Engagement, Facilities, and Finance to assist in the preparation of a charter school application for Fort Myers Beach, incorporating the Education Freedom Foundation's donation of charter consultant services to review, refine, and provide expert guidance throughout the application process.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	William McKannay, Town Manager

---

5. **Background:**

In response to ongoing Interlocal Agreement (ILA) negotiations with the Lee County School Board regarding the conveyance of school property, the Town of Fort Myers Beach has pursued a parallel track to explore a charter school model for the community. During prior proceedings, the Superintendent of Schools expressed openness to exploring a charter school as a potential pathway for restoring educational services on Fort Myers Beach, which provided the impetus for the Town to formalize an application development process.

Consistent with this direction, the Town Council accepted a donation of charter consultant services from the Education Freedom Foundation during the Town Manager's comments at a prior meeting. Because these consultant services were donated at no cost to the Town, this item carries no financial impact to the municipality.

The resolution before the Town Council establishes six Ad Hoc Committees to provide structured, subject-matter assistance in preparing a charter school application in compliance with Florida Statutes Section 1002.33 and Florida Administrative Code Rule 6A-6.0786. The application must conform to Rule 6A-6.0786, F.A.C., which became effective in August 2024, and must utilize Form IEPC-M1 as prescribed by the Florida Department of Education. The six Ad Hoc committees established under this resolution are as follows:

1. **Governance Committee** — Responsible for Application Section 10, the Statement of

Assurances, Board Member Information Forms, Addendums, and the Chart of Attachments (Pages 21–23 and 35–45 of the application). Staff liaison support is provided by Executive Leadership and Legal.

2. **Educational Program Committee** — Responsible for Application Sections 1 through 9 (Pages 9–20), addressing the school's educational mission, curriculum, assessment, and instructional design in alignment with Section 1002.33, Florida Statutes. Staff liaison support is provided by Executive Leadership.
3. **Operations & Human Capital Committee** — Responsible for Application Sections 11, 12, and 13 (Pages 23–25), covering staffing plans, employee qualifications, and performance evaluation systems consistent with Section 1012.34, Florida Statutes (Student Success Act). Staff liaison support is provided by Human Resources.
4. **Community Engagement Committee** — Responsible for Application Sections 14 and 15 (Pages 26–28), addressing community outreach, parent and stakeholder involvement, and dispute resolution procedures pursuant to Sections 1001.42(8)(c), 1002.20, and 1014.04, Florida Statutes. Staff liaison support is provided by Communications and Community Engagement.
5. **Facilities, Safety & Operations Committee** — Responsible for Application Sections 16, 17, 18, and 19 (Pages 29–30), addressing facility requirements, safe-school officer obligations under Section 1006.12, Florida Statutes (Marjory Stoneman Douglas High School Public Safety Act), active assailant response planning under Section 1006.07(6), Florida Statutes, and threat management team requirements under Section 1006.07(7), Florida Statutes. Staff liaison support is provided by Community Development and Emergency Management.
6. **Finance & Business Operations Committee** — Responsible for Application Sections 20, 21, and 22 (Pages 31–34), covering the school's budget, financial management, and audit compliance in accordance with Section 218.39, Florida Statutes. Staff liaison support is provided by the Finance Team.

Each Ad Hoc committee must be composed of a minimum of three members, drawn from residents and/or subject-matter experts, and each committee shall include one Town staff liaison and one member of the Town Clerk's Office. All committee members must satisfy five general eligibility requirements as outlined in the supporting documentation. All committee proceedings are subject to Chapter 119, Florida Statutes (Public Records Law) and Section 286.011, Florida Statutes (Government in the Sunshine Law).

The application development process follows a structured timeline and workflow:

- **August 3, 2026** — Town Council approves the charter advisory committees; volunteer applications open immediately.
- **September 10, 2026** — Applications due to the Town Clerk at Town of Fort Myers Beach, Attn: Town Clerk, 6231 Estero Boulevard, Fort Myers Beach, FL 33931.
- **September 23, 2026** — Town Council reviews and appoints committee members.
- **October 6, 2026, at 1:30 PM** — Town Staff hosts Sunshine Law training for all appointed committee members.
- **Mid-October 2026** — Committees begin meeting on a bi-monthly (twice per month) basis.

Upon completion of committee work, the application follows a five-stage workflow process: (1) the Town of Fort Myers Beach coordinates, integrates, and compiles committee work into a comprehensive charter application; (2) the Education Freedom Foundation reviews, refines, and provides expert guidance on the compiled application; (3) the Town incorporates consultant feedback and finalizes the application; (4) the Town Council reviews and votes to approve the application for submission; and (5) the finalized application is submitted to the School District of Lee County for review. Should the School District request revisions, the application routes back

through the Town Council for further action. Upon completion, the application is submitted to Dr. Denise Carlin, Superintendent of Schools, at the Lee County Public Education Center, 2855 Colonial Boulevard, Fort Myers, FL 33966-1012.

The committees shall remain active until one of two termination conditions is met: (1) the charter school application is approved by the School District of Lee County, or (2) the Town Council moves to decommission the committees.

Attachments:

1. 26-167, Establishment of Charter School Application Ad Hoc Committees
2. Application Workflow
3. Application Timeline
4. Overview of Charter School Application Committees
5. Charter School Ad Hoc Committees Application
6. FMBE Application
7. FMB_Charter_Application_Work_Plan_Complete

Financial Impact:

There is no financial impact associated with this item. The charter school application consultant services are being provided through a donation from the Education Freedom Foundation, which was accepted by the Town Council during the Town Manager's comments at a prior meeting. The establishment of the six Ad Hoc committees and their subsequent work in preparing the charter school application pursuant to Florida Statutes Section 1002.33 and Florida Administrative Code Rule 6A-6.0786 will be supported by existing Town staff resources, including designated staff liaisons and Town Clerk's Office personnel assigned to each committee. No additional appropriation of Town funds is required at this time.

6. **Alternative Action**

Do not approve the Resolution establishing six Ad Hoc committees to assist in the preparation of a Charter School application.

7. **Management Recommendations:**

Staff recommend approval of the Resolution establishing six Ad Hoc committees to assist in the preparation of a Charter School application.

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 7/17/2026
Traci Kohler, Deputy Town Manager	Approved - 7/17/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/21/2026
nancy stuparich, Town Attorney	Approved - 7/21/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/22/2026

RESOLUTION NUMBER 26-167

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ESTABLISHING SIX AD HOC COMMITTEES TO ASSIST IN THE PREPARATION OF A CHARTER SCHOOL APPLICATION PURSUANT TO SECTION 1002.33, FLORIDA STATUTES, AND RULE 6A-6.0786, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR COMMITTEE DUTIES, MEMBERSHIP, AND DURATION; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council of the Town of Fort Myers Beach has been engaged in Interlocal Agreement negotiations with the Lee County School Board regarding the conveyance of school property and the restoration of educational services on Fort Myers Beach; and

WHEREAS, during those discussions, the Superintendent of Schools expressed a willingness to explore a charter school model as a potential pathway for providing educational opportunities to the Fort Myers Beach community; and

WHEREAS, the Town Council previously accepted a donation of charter school consultant services from the Education Freedom Foundation, which will provide professional review, refinement, and guidance throughout the charter application process at no cost to the Town; and

WHEREAS, the preparation of a charter school application requires significant technical, educational, financial, operational, legal, and community expertise to ensure compliance with Section 1002.33, Florida Statutes, Rule 6A-6.0786, Florida Administrative Code, and the Florida Department of Education's prescribed charter application form; and

WHEREAS, the Town Council finds that establishing six Ad Hoc Committees consisting of qualified residents and subject-matter experts will provide the expertise necessary to prepare a comprehensive charter school application while ensuring compliance with Chapter 119, Florida Statutes (Public Records Law), and Section 286.011, Florida Statutes (Government in the Sunshine Law).

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

Section 1. That above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein.

Section 2. The Town Council hereby establishes the following six Ad Hoc Committees for the purpose of assisting in the preparation of a charter school application:

1. Governance Committee;
2. Educational Program Committee;
3. Operations & Human Capital Committee;
4. Community Engagement Committee;
5. Facilities, Safety & Operations Committee; and
6. Finance & Business Operations Committee.

Section 3. Each Ad Hoc Committee shall consist of a minimum of three (3) members appointed by the Town Council. Members may be residents of the Town and/or individuals possessing subject-matter expertise relevant to the committee's assigned responsibilities and shall satisfy the eligibility requirements established by the Town.

Section 4. The Ad Hoc Committees shall remain in existence until the earliest occurrence of 1) approval of the charter school application by the School District of Lee County; or 2) formal action by the Town Council dissolving the Ad Hoc Committees.

Section 5. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this ___ day of August 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 _____.

TOWN COUNCIL
Town of Fort Myers Beach

DIRECTS & ESTABLISHES

GOVERNANCE COMMITTEE
Oversees policy, structure, and alignment with the charter application requirements.

EDUCATION PROGRAM COMMITTEE
Develops the academic program, curriculum, and student learning opportunities.

HUMAN RESOURCES COMMITTEE
Addresses staffing, roles, recruitment, training, and personnel policies.

COMMUNITY ENGAGEMENT COMMITTEE
Builds partnerships, engages families and stakeholders, and promotes community support.

FACILITIES COMMITTEE
Focuses on facilities planning, safety, operations, and maintenance needs.

FINANCE COMMITTEE
Oversees budgeting, financial planning, funding strategies, and fiscal sustainability.

TOWN OF FORT MYERS BEACH
Coordinates, integrates, and compiles the work of all committees into a comprehensive charter application.

Education Freedom FOUNDATION
Reviews, refines, and provides expert guidance to strengthen the charter application.

TOWN OF FORT MYERS BEACH
Incorporates consultant feedback and finalizes the charter application.

TOWN COUNCIL CHARTER APPLICATION APPROVAL
Reviews the final application and votes to approve for submission.

SUBMISSION TO THE SCHOOL DISTRICT OF LEE COUNTY
Application submitted for approval. District reviews and may approve or request revisions.

POSSIBLE REVISIONS REQUESTED

CHARTER SCHOOL APPLICATION TIMELINE

Working Together for Our Community's Future

AUGUST 3, 2026

Town Council approves charter ad-hoc committees.

Applications open immediately.

SEPTEMBER 10, 2026

Applications due to the Town Clerk by September 10, 2026.

SEPTEMBER 23, 2026

Town Council reviews and appoints members at the September 23, 2026 meeting.

OCTOBER 6, 2026 AT 1:30PM

Town Staff host a Sunshine Law training for all committee members.

MID OCTOBER

Committees meet bi-monthly until one of the following occurs:

- Charter School approval by The School District of Lee County

OR

- Town Council moves to decommission the committees.

★ *Timeline is subject to change. Updates will be communicated by the Town Clerk's Office.*

FORT MYERS BEACH CHARTER SCHOOL APPLICATION AD HOC ADVISORY COMMITEE VOLUNTEER INFORMATION AND APPLICATION PACKET

EXECUTIVE SUMMARY

The Fort Myers Beach Town Council, as the applicant and governing body for the proposed Fort Myers Beach Charter School, is seeking qualified residents and subject matter experts to serve on six specialized Ad Hoc Committees. These committees will assist in the preparation and completion of the charter school application submitted to Lee County Public Schools. The application submitted pursuant to Rule 6A-6.0786, F.A.C. Form IEPC-M1, requires comprehensive planning across six workstreams: Governance, Educational Program, Operations/Human Capital, Community Engagement, Facilities/Safety, and Finance. Each committee will be composed of a minimum of three (3) members — residents and/or subject area experts — who will advise the Town Council and staff in completing the relevant sections of the application. Consistent with the Town's existing advisory committee practices, all applications are public records subject to disclosure upon request. A town staff liaison as well as a member of the Town Clerk's office shall also be a member of each committee.

BACKGROUND AND CONTEXT

The Town of Fort Myers Beach Town Council is the applicant for the proposed Fort Myers Beach Charter School, a start-up public charter school to be submitted to Dr. Denise Carlin, Superintendent of Schools, Lee County Public Education Center, 2855 Colonial Boulevard, Fort Myers, FL 33966-1012. Charter schools in Florida are public schools, and any person or entity wishing to open a charter school must prepare and submit an application on the model application form prepared by the Florida Department of Education. The application is governed by Rule 6A-6.0786, F.A.C., effective August 2024.

The Town's existing advisory committee framework provides that persons appointed to advisory bodies shall be given preference if they are registered voters or property owners within the Town's jurisdiction, and that consideration shall be given to applicants who have experience or who have shown interest in the subject matter. All advisory committees are listed on the Town website, and openings are advertised with a submission deadline to the Town Clerk. Committee candidates are encouraged to appear for interviews during the selection process.

The charter application work plan identifies six workstreams, each with a recommended lead team, forming the basis for the six advisory committees described in this application.

HOW TO APPLY

Completed applications must be submitted to the Town Clerk's Office no later than ***Thursday, September 10, 2026, 4:30 p.m.*** Applications are available at Town Hall and on the Town's official website. All submitted applications become public records pursuant to Chapter 119, Florida Statutes. Applicants may be invited to appear before the Town Council for an interview prior to appointment. Appointments will be made by the Town Council at a duly noticed public meeting.

Submit completed applications to:
Town of Fort Myers Beach
Attn: Town Clerk
6231 Estero Boulevard
Fort Myers Beach, FL 33931

OR

Email completed applications to Amy Baker, Town Clerk at Amy@fmbgov.com

GENERAL ELIGIBILITY REQUIREMENTS (ALL COMMITTEES)

The following minimum eligibility requirements apply to all six advisory committees:

1. Applicant must be a resident, registered voter, or property owner within the Town of Fort Myers Beach; OR a subject matter expert with demonstrated professional qualifications relevant to the committee's focus area.
2. Applicant must not hold elected office within the Town of Fort Myers Beach during the term of service.
3. Applicant must be willing to attend regular committee meetings in-person and participate in the preparation of the charter school application sections assigned to the committee.
4. Applicant must comply with all applicable Florida ethics laws, public records laws, and public meetings laws, including Chapter 119, Florida Statutes and Section 286.011, Florida Statutes.
5. Applicant must disclose any actual or potential conflicts of interest at the time of application and on an ongoing basis during service.

COMMITTEE 1:

GOVERNANCE AD HOC ADVISORY COMMITTEE

Purpose and Description

The Governance Ad Hoc Advisory Committee is responsible for advising the Town Council and staff on the legal structure, governing board composition, board policies, ethics standards, conflict of interest procedures, and compliance obligations of the proposed Fort Myers Beach Charter School. This committee will assist in completing Section 10 (Governance) of the charter school application, as well as the Statement of Assurances, Board Member Information Forms, and applicable addendums. The committee will also advise on the school's legal status, nonprofit or municipal organization structure, open meetings and public records compliance, and the process for parental complaint resolution.

Application Sections Covered

Section 10: Governance (Pages 21-23) Statement of Assurances (Page 36) Board Member Information Forms (Pages 37-39) Addendums, if applicable (Pages 40-45) Chart of Attachments (Page 35)

Preferred Qualifications — Governance Ad Hoc Advisory Committee

Applicants for this committee should possess one or more of the following qualifications:

1. Current or former elected or appointed official with experience in public board governance, ethics compliance, or public records law.
2. Certified Public Accountant or compliance professional with experience in nonprofit or public entity governance and fiduciary oversight.
3. Current or former school board member, charter school board member, or nonprofit board member with demonstrated understanding of board roles, duties, and accountability structures.
4. Resident with demonstrated knowledge of Florida Sunshine Law, public records requirements, or municipal governance procedures.
5. Human resources or legal professional with experience in conflict of interest policies, ethics standards, or board member disclosure requirements.

Minimum Committee Composition: 3 members (residents and/or subject matter experts) Staff Liaison/Lead: Executive Leadership / Legal

COMMITTEE 2:

EDUCATIONAL PROGRAM AD HOC ADVISORY COMMITTEE

Purpose and Description

The Educational Program Ad Hoc Advisory Committee is responsible for advising the Town Council and staff on all aspects of the proposed school's educational design, curriculum, instructional strategies, student performance goals, exceptional student education, English Language Learner services, school culture, and supplemental programming. This committee will assist in completing Sections 1 through 9 of the charter school application. The committee will ensure that the proposed educational program aligns with Florida state standards, the school's mission and guiding principles, and the requirements of Section 1002.33, Florida Statutes.

Application Sections Covered

Section 1: Mission, Guiding Principles and Purpose (Page 9) Section 2: Target Population and Student Body (Page 10) Section 3: Educational Program Design (Page 11) Section 4: Curriculum and Instructional Design (Page 12) Section 5: Student Performance (Pages 14-16) Section 6: Exceptional Students / ESE (Pages 16-18) Section 7: English Language Learners (Page 18) Section 8: School Culture and Discipline (Page 19) Section 9: Supplemental Programming (Page 20)

Preferred Qualifications — Educational Program Ad Hoc Advisory Committee

Applicants for this committee should possess one or more of the following qualifications:

1. Licensed or certified Florida educator, instructional coach, curriculum specialist, or school administrator with experience in K-12 public or charter school education.
2. Special education (ESE) specialist, administrator, or advocate with experience in IEP development, FAPE compliance, and least restrictive environment requirements under IDEA.
3. English Language Learner (ELL) specialist or bilingual education professional with experience in Title VI compliance and ELL instructional strategies.
4. School psychologist, counselor, or student services professional with experience in student discipline, school culture, and multi-tiered systems of support (MTSS).
5. Curriculum developer, instructional designer, or literacy specialist with demonstrated knowledge of Florida Standards, phonics-based reading instruction, and differentiated learning strategies.
6. Parent or community member with direct experience navigating Florida public school systems, charter school enrollment, or special education services on behalf of a student.
7. Higher education faculty member in education, child development, or a related field with research experience relevant to K-12 program design.

Minimum Committee Composition: 3 members (residents and/or subject matter experts) Staff Liaison/Lead: Executive Leadership

COMMITTEE 3:

OPERATIONS AND HUMAN CAPITAL AD HOC ADVISORY COMMITTEE

Purpose and Description

The Operations and Human Capital Ad Hoc Advisory Committee is responsible for advising the Town Council and staff on the management structure, staffing plan, human resources policies, employment practices, and professional development framework for the proposed Fort Myers Beach Charter School. This committee will assist in completing Sections 11, 12, and 13 of the charter school application. The committee will advise on organizational charts, job descriptions, recruitment and hiring procedures, performance evaluation systems consistent with Section 1012.34, Florida Statutes (the Student Success Act), compensation structures, and staff retention strategies.

Application Sections Covered

Section 11: Management and Staffing (Page 23) Section 12: Human Resources and Employment (Page 24) Section 13: Professional Development (Page 25)

Preferred Qualifications — Operations and Human Capital Ad Hoc Advisory Committee

Applicants for this committee should possess one or more of the following qualifications:

1. Human resources professional with experience in public sector, education, or nonprofit employment law, including at-will employment, background screening, and personnel policy development.
2. School administrator, principal, or assistant principal with experience in staff recruitment, hiring, evaluation, and retention in a K-12 school setting.
3. Organizational development or workforce planning professional with experience designing staffing plans, organizational charts, and job description frameworks.
4. Professional development coordinator, instructional coach, or training specialist with experience designing and evaluating teacher and administrator professional development programs.
5. Business administrator or operations manager with experience in school or municipal operations, including procurement, vendor management, and administrative systems.

Minimum Committee Composition: 3 members (residents and/or subject matter experts) Staff Liaison/Lead: Human Resources (HR)

COMMITTEE 4:

COMMUNITY ENGAGEMENT AD HOC ADVISORY COMMITTEE

Purpose and Description

The Community Engagement Ad Hoc Advisory Committee is responsible for advising the Town Council and staff on student recruitment, enrollment policies, parent involvement strategies, and community partnership development for the proposed Fort Myers Beach Charter School. This committee will assist in completing Sections 14 and 15 of the charter school application. The committee will advise on outreach strategies to reach targeted student populations — including families in poverty, students with disabilities, English Language Learners, and academically low-achieving students — as well as on the development of community partnerships, letters of intent, memoranda of understanding, and parental dispute resolution procedures consistent with Sections 1001.42(8)(c), 1002.20, and 1014.04, Florida Statutes.

Application Sections Covered

Section 14: Student Recruitment and Enrollment (Page 26) Section 15: Parent and Community Involvement (Pages 27-28)

Preferred Qualifications — Community Engagement Ad Hoc Advisory Committee

Applicants for this committee should possess one or more of the following qualifications:

1. Communications, public relations, or marketing professional with experience in community outreach, public awareness campaigns, or enrollment marketing for educational institutions.
2. Parent advocate, PTA/PTO leader, or school volunteer coordinator with demonstrated experience engaging diverse families in school programming and governance.
3. Nonprofit director, social services professional, or community organization leader with established relationships within the Fort Myers Beach or Lee County community.
4. School enrollment coordinator, registrar, or student services administrator with experience in lottery-based enrollment processes, open enrollment policies, and equitable access requirements.
5. Bilingual community liaison or cultural competency professional with experience communicating with non-English-speaking families or underserved populations.
6. Resident with demonstrated ties to the Fort Myers Beach community and experience organizing civic engagement, neighborhood outreach, or volunteer programs.

Minimum Committee Composition: 3 members (residents and/or subject matter experts) Staff Liaison/Lead: Communications / Community Engagement

COMMITTEE 5:

FACILITIES, SAFETY, AND OPERATIONS AD HOC ADVISORY COMMITTEE

Purpose and Description

The Facilities, Safety, and Operations Ad Hoc Advisory Committee is responsible for advising the Town Council and staff on the identification, evaluation, and preparation of a school facility; transportation planning; food service planning; and school safety and security requirements for the proposed Fort Myers Beach Charter School. This committee will assist in completing Sections 16 through 19 of the charter school application. The committee will advise on facility compliance with applicable building codes, ADA requirements, fire and health safety standards, and the requirements of the Marjory Stoneman Douglas High School Public Safety Act, including safe-school officer requirements under Section 1006.12, Florida Statutes, active assailant response planning under Section 1006.07(6), Florida Statutes, and threat management team establishment under Section 1006.07(7), Florida Statutes.

Application Sections Covered

Section 16: Facilities (Pages 29-30) Section 17: Transportation Service (Page 30) Section 18: Food Service (Page 30) Section 19: School Safety and Security (Page 30)

Preferred Qualifications — Facilities, Safety, and Operations Ad Hoc Advisory Committee

Applicants for this committee should possess one or more of the following qualifications:

1. Licensed architect, engineer (PE or SE), or building official with experience in school facility design, construction, renovation, or code compliance under the Florida Building Code or IBC.
2. Certified school safety officer, law enforcement professional, or emergency management specialist with experience in school safety planning, active assailant response, or threat assessment.
3. Facilities manager, property manager, or public works professional with experience in building operations, lease negotiation, ADA compliance, or facility procurement for public or educational institutions.
4. Transportation planner or school transportation coordinator with experience in student transportation logistics, routing, and equitable access planning.
5. Fire safety inspector, environmental health professional, or code enforcement officer with experience in school facility permitting, fire safety compliance, or health and safety inspections.
6. Emergency management professional with experience in school emergency operations planning, NIMS compliance, or EOC coordination.

Minimum Committee Composition: 3 members (residents and/or subject matter experts) Staff Liaison/Lead: Community Development / Emergency Management

COMMITTEE 6:

FINANCE AND BUSINESS OPERATIONS AD HOC ADVISORY COMMITTEE

Purpose and Description

The Finance and Business Operations Ad Hoc Advisory Committee is responsible for advising the Town Council and staff on the budget development, financial management systems, internal controls, audit procedures, startup funding, and financial transparency requirements for the proposed Fort Myers Beach Charter School. This committee will assist in completing Sections 20, 21, and 22 of the charter school application. The committee will advise on the preparation of the operating budget, startup budget, Florida Charter School Revenue Estimating Worksheet, monthly cash flow projections, contingency planning, and financial oversight mechanisms consistent with Section 218.39, Florida Statutes.

Application Sections Covered

Section 20: Budget (Page 31) Section 21: Financial Management and Oversight (Page 32) Section 22: Start-Up Plan (Pages 33-34)

Preferred Qualifications — Finance and Business Operations Ad Hoc Advisory Committee

Applicants for this committee should possess one or more of the following qualifications:

1. Certified Public Accountant (CPA) with experience in public school, charter school, nonprofit, or municipal financial management, auditing, or financial reporting.
2. School business administrator or chief financial officer with experience in charter school or public school budgeting, FTE revenue projections, and financial compliance.
3. Financial analyst, budget officer, or grant administrator with experience in public sector or education finance, including startup budget development and cash flow planning.
4. Banking, investment, or finance professional with experience in nonprofit or public entity financial oversight, internal controls, or fiduciary governance.
5. Project manager or startup operations professional with experience developing organizational startup plans, procurement timelines, and multi-phase implementation schedules.

Minimum Committee Composition: 3 members (residents and/or subject matter experts) Staff Liaison/Lead: Finance Team

Charter School Application Ad Hoc Committee

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.
Please type or print clearly. Do not leave blanks.

Today's Date:

Full Legal Name:

Home Address:

City, State, Zip:

Phone Number:

Email Address:

Are you a registered voter within the Town's jurisdiction? Yes ◯ No ◯

Are you an owner of real property within the Town's jurisdiction? Yes ◯ No ◯

Do you have any actual or potential conflicts of interest related to your service on this committee? Yes ◯ No ◯

If yes, please describe:

Are you or your spouse currently employed by a charter management organization? Yes ◯ No ◯

Please indicate your first and second choice of committee appointment

First Choice	Committee	Second Choice
◯	Governance	◯
◯	Educational Program	◯
◯	Operations and Human Capital	◯
◯	Community Engagement	◯
◯	Facilities, Safety and Operations	◯
◯	Finance and Business Operations	◯

QUALIFICATIONS AND EXPERIENCE

Current Employer and Job Title:

Relevant Professional Licenses or Certifications:

Years of Relevant Experience:

Please describe your qualifications and experience as they relate to the committee(s) you have selected. **Attach a resume or professional biography**.
Please attached additional sheets as needed

Please describe why you wish to serve on this committee and what you hope to contribute to the Fort Myers Beach Charter School application process.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.? If yes, please fill out a Public Records Exemption Request form and submit it with this application. **Yes** ◯ **No** ◯

I hereby certify that the information provided in this application is true and complete to the best of my knowledge. I understand that this application is a public record subject to disclosure under Chapter 119, Florida Statutes. I agree to comply with all applicable ethics laws, public records laws, and public meetings laws during my service on this committee.

Signed:

Please return this form no later than September 10, 2026 to the Town Clerk's Office, 6231 Estero Blvd., Fort Myers Beach, FL 33931 OR email to: *Amy@fmbgov.com*

PROPOSED CHARTER SCHOOL APPLICATION

Proposed Start-up Charter School:
Fort Myers Beach Charter School

Submitted by:
Fort Myers Beach Town Council

Submitted to:
Dr. Denise Carlin
Superintendent of Schools
Lee County Public Education Center
2855 Colonial Boulevard
Fort Myers, FL 33966-1012
(239) 337-8301

Rule 6A-6.0786, F.A.C. Form
IEPC-M1
Effective August 2024

Contents

APPLICATION PROCESS OVERVIEW 4
APPLICATION COVER SHEET 6
EXECUTIVE SUMMARY 8
I. EDUCATIONAL PLAN 9
Section 1: Mission, Guiding Principles and Purpose 9
Section 2: Target Population and Student Body 10
Section 3: Educational Program Design 11
Section 4: Curriculum and Instructional Design 12
Section 5: Student Performance 14
Placement and Progression 14
Assessment and Evaluation 15
Section 7: English Language Learners 18
Section 8: School Culture and Discipline 19
Section 9: Supplemental Programming 20
II. ORGANIZATIONAL PLAN 21
Section 10: Governance 21
Section 11: Management and Staffing 23
Section 12: Human Resources and Employment 24
Section 13: Professional Development 25
Section 14: Student Recruitment and Enrollment 26
Section 15: Parent and Community Involvement 27
III. BUSINESS PLAN 29
Section 16: Facilities 29
Section 17: Transportation Service 30
Section 18: Food Service 30
Section 19: School Safety and Security 30
Section 20: Budget 31
Section 21: Financial Management and Oversight 32
Section 22: Start-Up Plan 33
Chart of Attachments 35
Addendum (as applicable) 35
IV. ATTACHMENT TEMPLATES 36
IV. Statement of Assurances 36
IV. Board Member Information Form 37
Attestation 39
Certification 39
Model Florida Charter School Application Addendum 40
Instructions 40

Addendum A: REPLICATIONS 41
Addendum A1: HIGH-PERFORMING REPLICATIONS 42
Addendum B: EDUCATION SERVICE PROVIDERS 43
ESP Background 43
ESP Track Record 43
Legal Relationships 44
Organizational Structure 44
Evaluation Criteria: Education Service Providers 46

APPLICATION PROCESS OVERVIEW

Charter schools are part of the state's program of public education. All charter schools in Florida are public schools. A charter school may be formed by creating a new school or converting an existing public school to charter status. A person or entity wishing to open a charter school shall prepare and submit an application on the following model application form prepared by the Department of Education.

A. Application Components
   1. Application Cover Sheet
   2. Executive Summary (not to exceed 2 pages)
   3. Narrative: The Narrative is the formal application to the sponsor and is a comprehensive description of the applicant's educational, operational, and financial plans. The application narrative (including applicable addendum information, but not including attachments, budget templates or additional information requested by Sponsor) is subject to the following strict page limits:
      - **110 pages (including question prompts) for applicants completing only this application or 140 pages** for applicants required to complete the Charter School Application Addendum (for replications or educational service providers). Application cover sheet and executive summary are excluded from the 110 page limit, as is a table of contents if included.
      - Pages must be formatted using one side of the page with no smaller than 1" margins, 12-point font and **single-spaced**.

   4. Applicant History Worksheets:
      The applicant history worksheet (DOE Form IEPC-M1A can be found at http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference[1], Attachment DD) should be completed, if applicable, and will be reviewed by the sponsor for the purpose of determining whether the applicant has past performance that does or does not justify approval of the application.

   5. Attachments:
      Throughout the Narrative, specific documents are requested in addition to narrative answers. Attachments may not contain additional narrative unless specifically requested. A comprehensive list of the attachments is provided on p. 28 of this application. An applicant may include ten (10) pages of attachments in addition to those requested in the chart of attachments.

   6. Statement of Assurances: This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

[1] If the link is not working please contact the Department's charter school office at 1-800-447-1636 for a copy of the form.

7. Board Member Information Forms: Each member of the governing board or proposed governing board should complete and sign a Board Member Information Form.

8. Addendum: Applicants that are replicating an existing school, submitting a high-performing replication application pursuant to s. 1002.331, Florida Statutes, or proposing to contract with an Education Service Provider must complete the appropriate addendum sections.

9. Capacity Interview: Applicants may have the opportunity to present their plan and demonstrate the team's capacity to open and maintain a high-quality charter school as well as to answer questions about their proposal. Any information or evidence from the capacity interview that is used by the sponsor as a basis for denial of the application must be properly documented by means of a recording or transcript.

B. Plagiarism: Individuals and groups seeking the right and responsibility to educate public school children at public expense should be accountable to the highest standards of academic integrity. Plagiarism, including the copying of language from substantive portions any other charter application without proper attribution or authorization, is prohibited. In order to implement an existing curriculum, instructional framework, or educational model (e.g. Montessori, arts integration, project-based learning, blended learning, etc.) with fidelity, key concepts must be discussed. However, it is not acceptable to copy and paste this discussion or description from another source. A high-quality applicant team with the capacity to operate a high-quality school must be able to thoughtfully explain in their own words how they intend to educate children. Existing operators or applicants with their own previously submitted applications may use their own intellectual property without violating this provision.

C. Refer to sponsor specific instructions as to additional information, policies, or procedures that may address the decision-making process.

D. Before approving or denying any final application, the sponsor shall allow the applicant, upon receipt of written notification, at least 7 calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to, excess pages pursuant to the page limits set forth in this form, corrections of grammatical, typographical, and like errors or missing signatures, if such errors are identified by the sponsor as cause to deny the final application. A sponsor may, at its discretion, receive and consider substantive revisions.

E. Public Disclosure
All charter school proposal materials submitted to the [District] become public records pursuant to Chapter 119, Florida Statutes.

F. Sponsor Priorities
Applicants are encouraged to review the Sponsor's website to determine if the Sponsor has identified any priorities as it relates to specific and unique needs which the charter school may address. Applicants are not required to address Sponsor priorities and failure to address Sponsor priorities may not be a basis for denial of an application.

APPLICATION COVER SHEET

NAME OF PROPOSED CHARTER SCHOOL: _____

NAME OF NON-PROFIT ORGANIZATION/MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED:

_____

If a non-profit organization, has it been incorporated with Florida's Secretary of State? _____

Provide the name of the person who will serve as **the primary contact** for this Application. **The primary contact** should serve as the contact for follow-up, interviews, and notices regarding this Application.

NAME OF CONTACT PERSON: _____

TITLE/RELATIONSHIP TO NON-PROFIT: _____

MAILING ADDRESS: _____

PRIMARY TELEPHONE: ( ) _____ **ALTERNATE TELEPHONE:** ( ) _____

E-MAIL ADDRESS: _____

Names, roles, and current employment of all persons on applicant group, i.e. anyone with a role in drafting the substantive content of this application or expected to have a significant role with the school, including any consultants or employees of an Education Service Provider. Add lines as necessary.

Full Name	Current Job Title & Employer	Role with Proposed School

Projected Date of School Opening (Month/Year): _____

Do any of the following describe your organization, or the school proposed in this application?

_____Seeks approval to convert an already existing public school to charter status. (*Applicant must attach as Attachment A evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.*)

_____Seeks to operate as a classical charter school as defined in section 1002.33(10)(d)9., F.S.

_____Will be a charter school-in-the-workplace pursuant to section 1002.33(15), F.S.

_____Will be a charter school-in-a-municipality pursuant to section 1002.33(15), F.S.

_____Will be a charter school in a development pursuant to section 1002.33(10)(e)7., F.S.

___Will contract or partner with an Education Service Provider (ESP). *(See definition of an ESP in the Addendum, which applicant must complete if using an ESP.) If yes, include the provider's portfolio in answering the questions below regarding pending applications and school openings.*

Name of ESP: _____

_____Seeks approval to replicate an existing school model. *(See definition of a replication in the Addendum, which applicant must complete if replicating a school model.)*

_____Seeks approval to replicate an existing High Performing Charter school model pursuant to section 1002.331, F.S.. *(Applicant must complete Addendum A1.)*

Does the applicant group have one or more charter school applications under consideration by any other authorizer(s) in the United States or intend to apply for one or more charter school applications to open in the upcoming school year other than the one presented here? _____Yes _____No *If yes, complete the table below (add lines as necessary).*

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

Does this applicant group have approved applications for schools or campuses scheduled to open in the United States in the future? _____Yes _____No *If yes, complete the table below (add lines as necessary).*

Planned School Name	Authorizer	City, State	Opening Date

Does this applicant group operate schools or campuses in Florida or elsewhere in the United States? _____Yes _____No *If yes, complete DOE Form IEPC-M1A which can be found at http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference, and include as Attachment DD.*

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.

_____ _____

Signature *Title*

_____ _____

Printed Name *Date*

EXECUTIVE SUMMARY

The Executive Summary should provide a concise overview of the proposed plan for the school; its mission and vision; the educational need for the school and the anticipated student population; the education plan and school design; the school culture; community engagement or partnerships to date; and the applicant team's capacity to successfully open and operate a high-quality school given the above considerations.

I. EDUCATIONAL PLAN

Section 1: Mission, Guiding Principles and Purpose

A. **Provide the mission and vision statements for the proposed charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.**
   - ***If the applicant is proposing a classical charter school, include how the school will emphasize the development of students in the principles in moral character and civic virtue through a well-rounded education in the liberal arts and sciences, which is based on the classical trivium stages of grammar, logic, and rhetoric.***

B. Provide the page number(s) of the material within this application that describes how the proposed school will utilize the guiding principles found in section 1002.33(2)(a), F.S.
   In accordance with the law, charter schools shall be guided by the following principles:
   - *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.* PAGE(S) _____
   - *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.* PAGE(S) _____
   - *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.* PAGE(S) _____

C. Provide the page number(s) of the material within this application that describes how the proposed school will meet the prescribed purposes for charter schools found in section 1002.33(2)(b), F.S.
   In accordance with the law, charter schools shall fulfill the following purposes:
   - *Improve student learning and academic achievement.* PAGE(S) _____
   - *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.* PAGE(S) _____
   - *Encourage the use of innovative learning methods.* PAGE(S) _____
   - *Require the measurement of learning outcomes.* PAGE(S)_____

D. Provide the page number(s) of the material within this application that describes how the proposed charter school will fulfill the optional purposes of charter schools found in section 1002.33(2)(c), F.S. If one or more of the optional purposes does not apply to the proposed school, please note "N/A". **This section is optional.**
   In accordance with the law, charter schools may fulfill the following purposes:
   - *Create innovative measurement tools.* PAGES(S) _____
   - *Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.* PAGE(S) _____
   - *Expand the capacity of the public school system.* PAGE(S) _____
   - *Mitigate the educational impact created by the development of new residential dwelling units.* PAGE(S)

- *Create new professional opportunities for teachers, including ownership of the learning program at the school site.* PAGE (S)_____

Section 2: Target Population and Student Body

A. Describe the anticipated student population to be served and how that aligns with the school's mission. Applicants should state if they will give enrollment preference or limit the enrollment process, as allowed by law, to certain student populations defined in section 1002.33(10)(d) & (e), F.S.[2] If the applicant intends to have enrollment preferences they should be described in Section 14 of the application.

B. **If a facility has not been identified in Section 16 of this application, state the geographic area which the applicant intends to serve.**

C. Provide enrollment projections in the table below for each year of proposed operation. These projections are not enrollment caps. Annual capacity determinations will be made by the governing board in conjunction with the sponsor per section 1002.33(10), F.S.

[2] For operators intending to apply and be eligible for federal funding under the US Department of Education's Charter Schools Program, recruitment and admissions policies and practices must meet all federal requirements. *See* Charter Schools Program, Title V, Part B of the ESEA, Non-regulatory Guidance, Section E. (Lottery, Recruitment and Admissions).

Grade Level	Number of Students				
	Year 1	Year 2	Year 3	Year 4	Year 5
K					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
TOTAL					

D. Provide a brief explanation of how the enrollment projections were developed.

E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

Section 3: Educational Program Design

A. **Describe the proposed charter school's educational program.**

B. **Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.**

C. **Describe the research base used to design the educational program.**

D. **Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B. (Note: if approved, the Governing Board will formally adopt an annual calendar)**

E. **Explain how the services the school will provide to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S.**

Section 4: Curriculum and Instructional Design

A. **Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level. In particular, describe the mathematics curriculum and differentiated strategies that will be used for students performing at grade level or higher and a separate mathematics curriculum and strategies for students who are performing below grade level.**

B.

- **If the curriculum is fully developed, summarize curricular choices (e.g. textbooks) by core subject and the rationale for each. Include as Attachment**

C, a sample course scope and sequence for each core subject for each division (elementary, middle, and high school) the school would serve.

- **If the curriculum is not yet fully developed, describe any curricular choices made to date and proposed curricular choices (e.g. textbooks, etc.) and explain the plan for how the curriculum will be completed between approval of the application and the opening of the school. This should include a timeline, milestones, and individuals responsible for included tasks. Also, describe the focus of the curriculum plan and explain how the curriculum will be implemented. Include what core subject areas will be offered and provide evidence on how the curriculum will be aligned to Florida standards.**

- **Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade level or higher and, independently, a curriculum and strategy for students reading below grade level. Reading instructional strategies for foundational skills shall include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Include the school's reading curriculum as Attachment D.**

C. **If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the mission of the school.**

D. **Describe the research base and foundation materials that were used or will be used to develop the curriculum.**

E. **Describe proposed curriculum areas to be included other than the core academic areas.**

F. **Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.**

Section 5: Student Performance

Performance Goals

A. **Describe the expected incoming baseline of student academic achievement of students who will enroll in the school. Based upon the expected incoming baseline performance, describe the school's goals for academic growth and improvement that students are expected to show each year and the rationale for those goals. Describe how the school's academic goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.**

B. **Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.**

Placement and Progression

C. **Describe the school's student grade level and course placement procedures.**

D. **State whether the applicant intends to use the local school district's pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment E.**

E. **If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.**

F. **Discuss how and when promotion and graduation criteria will be communicated to parents and students.**

Assessment and Evaluation

G. **In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments) including a proposed assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an explanation of how these assessments align with the school's curriculum, performance goals, and state standards.**

H. **Describe how student assessment and performance data will be used to evaluate and inform instruction. Who will be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve student achievement?**

I. **Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.**

J. **Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing it.**

K. **Describe how student assessment and performance information will be shared with students and with parents.**

L. **Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.**

Section 6: Exceptional Students

A. **Provide the school's projected population of students with disabilities and describe how the projection was made.**

B. **Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.**

C. **Describe how the school will work with the sponsor and through the Individual Education Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).**

D. **Describe the methods the school will use to identify students with disabilities that have not yet been identified.**

E. **Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers.**

F. **Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.**

G. **Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.**

H. **Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).**

I. **Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.**

J. **Describe how the school's overall effectiveness in serving exceptional education students will be evaluated.**

K. **Describe how the school will serve gifted and talented students.**

Section 7: English Language Learners

A. **Describe how the school will meet the needs of English Language Learners as required by state and federal law, including the procedures that will be utilized for identifying such students, ensuring that they have equitable access to the school's programming and communicating with their families.**

B. **Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.**

C. **Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.**

D. **Describe the staffing plan for the school's English Language Learner program, including the number of and proposed qualifications of staff.**

Section 8: School Culture and Discipline

A. **Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.**

B. **State whether the applicant intends to use the local school district's code of conduct policy. If the applicant does not intend to use the local school district's code of conduct policy, describe in detail the school's approach to student discipline. If already developed, provide the proposed discipline policy or student code of conduct as Attachment G. Taken together, the narrative and code of conduct (if provided) should:**
   - **Explain the practices the school will use to promote discipline, including both penalties for infractions and incentives for positive behavior;**
   - **List and define the offenses for which students must (non-discretionary) and may (discretionary) be suspended or recommended to the local school district for expulsion;**
   - **Describe the roles of administrators, teachers, staff, and the governing board regarding the discipline policy;**
   - **Provide an explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings;**

- Describe procedures for due process when a student is suspended or recommended to the **local school district for expulsion as a result of a violation, including a description of the appeals process that the school will employ for students facing recommended expulsion and a plan for providing services to students who are out of school for more than ten days; and**

- **Explain the process for informing students and parents about their rights and responsibilities under the code of conduct.**

Section 9: Supplemental Programming

A. **Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.**

II. ORGANIZATIONAL PLAN

Section 10: Governance

A. **Describe the school's existing or planned legal status, including non-profit status and federal tax- exempt status.**

B. **Provide the following documents, if available, as attachments:**
   - **The articles of incorporation for the applicant organization (or copies of the filing form) – Attachment H**
   - **501(c)(3) tax exempt status determination letter (or copy of the filing form) –Attachment I**
   - **Governing board by-laws – Attachment J**
   - **Governing board code of ethics and conflict of interest policy – Attachment K**

C. **Describe the governance structure of the proposed school, including the primary roles, powers, and duties of the governing board; committee structure (if applicable); and how the board will interact with the principal/head of school and any advisory bodies.**

D. **State the frequency of board meetings and describe how the board will comply with open meetings and records laws.**

E. **Describe the current and desired size and composition of the governing board. Identify key skills, areas of expertise, and constituencies that are or will be represented on the governing board.**

F. **Describe how board members have been and will be selected including term limits and selection of officers.**

G. **Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.**

H. **Complete the table below (add lines as necessary) and for each individual identified here provide**
1) a completed and signed Board Member Information Sheet (template provided), and
2) resume

Name	Current or Prospective Governing Board Member?	Role on Board (e.g. Member, President, etc.)	Submission Requirements
EX: John Doe	*Current*	*Secretary*	__x_ Information Sheet __x__Resume
			____ Information Sheet ____ Resume
			____ Information Sheet ____ Resume
			____ Information Sheet ____ Resume
			____ Information Sheet ____ Resume

I. **Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development to increase the capacity of the board.**

J. **Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest.**

K. **Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.**

L. **Briefly explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school. This includes the process for developing procedures for complaint resolution of parental concerns involving student welfare, including the student welfare provisions described in section 1001.42(8)(c)1.-6., F.S. The entire process or policy does not have to be developed; however, applicants should be able to articulate the primary steps.**

If the school is filing the application in conjunction with a college, university, museum, educational institution, another non-profit organization or any other partner, provide the following information:

M. **Name of the partner organization.**

N. **Name of the contact person at the partner organization and that person's full contact information.**

O. **A description of the nature and purpose of the school's partnership with the organization.**

P. **An explanation of how the partner organization will be involved in the governance of the school.**

Section 11: Management and Staffing

A. **Submit as Attachment M organization charts that show the school governance, management, and staffing structure in**
   - **The pre-operational year;**
   - **The first year of school operations;**
   - **At the end of the charter term; and**
   - **When the school reaches full capacity, if in a year beyond the first charter term.**

   Each organization chart should clearly delineate the roles and responsibilities of and lines of authority and reporting among the governing board, staff, and any related bodies (such as advisory bodies or parent or teacher councils), and any external organizations that will play a role in managing the school. The organization charts should also specifically document lines of authority and reporting within the school.

B. **Identify the principal or head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that**

(s)he has completed or is currently participating in. Discuss the evidence of the leader's ability to effectively serve the anticipated population. Also provide, as Attachment N, the proposed job description and resume for this individual.
--OR--
If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring the school leader. Describe the criteria to be used in selecting this leader, and provide as Attachment O the position's qualification requirements. What are the key skills and competencies for the school leader? What qualities must the school leader have for this school to be successful?

C. **Describe the management structure of the school. As Attachment P provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability.**

D. **Provide a staffing plan for each year of the charter term that includes all anticipated personnel and is aligned with the school's projected enrollment and with all other sections of the application. Provide as Attachment Q the proposed job description and qualification requirements for the school's teachers.**

E. **Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.**

Section 12: Human Resources and Employment

A. **Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Use and nature of employment contracts may be finalized after application approval.**

B. **Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.**

C. **Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?**

D. **Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.**

E. **If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.**

F. **Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.**

Section 13: Professional Development

A. **Describe the school's professional development expectations and opportunities for**

administrators and instructional personnel, including the following:

1. **Identify the person or position responsible for overseeing professional development activities.**

2. **Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.**

3. **Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?**

4. **Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.**

Section 14: Student Recruitment and Enrollment

A. **Describe the plan for recruiting students that will result in the school meeting its projected enrollment. Include strategies for reaching the school's targeted populations and those that might otherwise not have easy access to information on available educational options including, but not limited to, families in poverty; academically low-achieving students; students with disabilities; and English Language Learners.**

B. **Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools in accordance**

with section 1002.33(7)(a)8., F.S.

C. **Describe the school's proposed enrollment policies and procedures, including an explanation of the enrollment timeline, any preferences for enrollment and lottery process. Provide proposed enrollment application as Attachment S.**

Section 15: Parent and Community Involvement

A. **Briefly explain the general plan to engage parents in the life of the school (in addition to any proposed governance roles described in previous sections of this application, if applicable) as well as plans for regular communication with parents about school matters. This *could* include building family-school partnerships to strengthen support for learning, volunteer opportunities, or activities the school will seek from, or offer to parents. This *must* include the governing board's appointment of a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes, s. 1002.33(7)(d)1., F.S.**

B. **Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.**

C. **Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g. letters of intent/commitment, memoranda of understanding, or contracts).**

D. **Describe the process of appointing a representative to facilitate parental involvement, provide parents access to information, and resolve parental disputes. Include a**

description of how the dispute resolution procedures are designed to resolve and protect the rights of parents as enumerated in ss. 1001.42(8)(c)1.-6., 1002.20 and 1014.04, F.S.

III. BUSINESS PLAN

Section 16: Facilities

If the site is acquired:

A. Describe the proposed facility, including location, size, and layout of space.

B. Describe the actions that will be taken to ensure the facility is in compliance with applicable laws, regulations, and policies and is ready for the school's opening.

C. Describe how the facility aligns with the proposed educational program and other requirements such as mandated class sizes.

D. **Document the anticipated costs for the facility, including renovation, rent, utilities, and maintenance. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U. If renting an existing facility, provide draft lease agreement as Attachment V.**

E. Describe the back-up facilities plan. What is the alternate plan for facilities if the proposed facility is not available or is determined to be inappropriate for the school's opening?

If the site is not yet acquired:

F. Explain the school's facility needs, including desired location, size, and layout of space.

G. **Provide an estimate of the costs of the anticipated facility needs and describe how such estimates have been derived. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U.**

H. Explain the strategy and schedule that will be employed to secure an adequate facility.

I. Describe the back-up facilities plan.

Section 17: Transportation Service

Describe the school's plan for transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school, s. 1002.33(20)(c) F.S.

Section 18: Food Service

Describe the school's plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program. Explain how the school's food service plan will ensure healthy, well-rounded meals for students.

Section 19: School Safety and Security

Outline the plan for school safety and security for students, staff, the facility, and property, especially as it relates to the applicable provisions in the Marjory Stoneman Douglas High School Public Safety Act.
Specifically:

A. **Describe what steps the school would take to assure there is a safe-school officer present while school is in session, pursuant to section 1006.12, F.S.**

B. **Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.**

C. **Explain how the school will establish a threat management team as required by section 1006.07(7), F.S.**

D. **Explain how the school will accurately and timely report incidents related to school safety and discipline as required by section 1006.07(9), F.S.**

Section 20: Budget

A. **Provide as Attachment X, an operating budget covering each year of the requested charter term that contains revenue projections (using the Florida charter school revenue estimate worksheet as Attachment W for at least the first year of operation), expenses, and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section 2 of the application. A template for the operating budget may be available from the sponsor upon request.**
B. **Provide a start-up budget as Attachment Y that contains a balance sheet, revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.**
C. **If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g. MOU, letters) as Attachment Z.**
D. **Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.**

E. **Discuss the school's contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75%**

and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.

F. **Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time).**

G. **Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.**

Section 21: Financial Management and Oversight

A. **Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with all financial reporting requirements.**

B. **Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.**

C. **Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school.**

D. **Describe the method by which accounting records will be maintained.**

E. **Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.**

F. **Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services.**

G. **Describe how the school will store financial records.**

H. **Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance, and directors' and officers' liability coverage.**

Section 22: Start-Up Plan

A. Present a projected timetable for the school's start-up, including but not limited to the following key activities:

i. **Applying for and securing appropriate legal status (e.g. status as a state corporation, federal non-profit)**
ii. **Identifying and securing facility**
iii. **Recruiting and hiring staff (leaders, teachers, and other staff)**
iv. **Staff training**
v. **Finalizing curriculum and other instructional materials**
vi. **Governing board training**
vii. **Policy adoption by Board (if necessary)**
viii. **Recruiting students**

ix. **Enrollment lottery, if necessary**
x. **Establishing financial procedures**
xi. **Securing contracted services**
xii. **Fundraising, if applicable**
xiii. **Finalizing transportation and food service plans**
xiv. **Procuring furniture, fixtures and equipment**
xv. **Procuring instructional materials**

The activities included should align with the start-up budget described earlier in the application. If an activity will be paid for by a source of funding not included in the start-up budget, it should be clearly indicated. (This timetable is a projection and is not meant to be binding on the school or sponsor. A formal timeline may be negotiated in the charter agreement)

Chart of Attachments

Please tab or separate attachments as noted below

A. Evidence of teacher and parental support for conversion, if applicable.
B. Sample daily school schedule and annual school calendar
C. Sample curriculum scope and sequence
D. Reading curriculum
E. Pupil Progression plan, if applicable
F. Assessment Schedule
G. Proposed discipline policy or student code of conduct, if applicable
H. Articles of incorporation
I. 501(c)(3) tax-exempt status determination letter (or copy of the filing form)
J. Governing board by-laws
K. Governing board code of ethics and conflict of interest policy
L. For each board member, a Board Member Information Sheet, resume, and Statement of Assurances (templates provided)
M. Organization charts that show the school governance, management, and staffing structure in 1) the pre-operational year; 2) the first year of operation; 3) at the end of the charter term; and 4) when the school reaches full capacity, if in a year beyond the first charter term
N. Job description for the school leader and, if this person is already identified, his or her resume
O. If the school leader is not yet identified, the qualifications the school will look for in a school leader
P. Job description(s) and qualification requirements for each administrative or leadership position other than the school leader
Q. Job description(s) and qualification requirements for the school's teachers
R. Personnel policies, if developed
S. Student enrollment application
T. Evidence of demand for the school (e.g. petitions or intent to apply forms) or support from intended community partners (e.g. letters of intent/commitment, memoranda of understanding, or contracts), if applicable
U. Evidence of facility funding sources, if applicable
V. Draft rental agreement or lease for facility, if applicable
W. Florida Charter School Revenue Estimating Worksheet
X. Proposed Operating Budget
Y. Proposed Startup Budget
Z. Evidence of external funding (e.g. foundations, donors, grants), if applicable.

Addendum (as applicable)

AA. Commissioner's letter(s) of verification of high-performing status
BB. ESP's organization chart
CC. ESP's organization chart after any anticipated growth
DD. Applicant history worksheet (*Form IEPC-M1A,* found at: http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference)
EE. Draft contract between school and ESP
FF. Applicant may attach up to an additional ten pages of supplemental material.

IV. ATTACHMENT TEMPLATES

IV. Statement of Assurances

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

As the authorized representative of the applicant group, I hereby certify that the information submitted in this application for a charter for _____ is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows _____ (name), _____(title) to sign as the legal correspondent for the school.

_____ _____

Signature *Date*

_____

Printed Name

IV. Board Member Information Form

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter. The purposes of this questionnaire are: to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Each board member should complete this form individually, print and sign. Along with the completed, signed form, each board member should provide a resume, and a signed copy of the Statement of Assurances.

Where narrative responses are required, brief responses are sufficient. You may delete these instructions.

Background and Contact Information

1. Name of charter school on whose Board of Directors you intend to serve _____

2. Full name _____

Home Address _____

Business Name and Address _____

Phone Number _____

E-mail address _____

☐ Resume and professional bio are attached here.

☐ Resume and professional bio are attached elsewhere in the application (specify). _____

3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.
   ☐ Yes ☐ No

4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-MI1. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).
   ☐ Yes ☐ No

5. Why do you wish to serve on the board of the proposed charter school?

6. What is your understanding of the appropriate role of a public charter school board member?

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.

8. Describe the specific knowledge and experience that you would bring to the board.

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?

2. What is your understanding of the school's proposed educational program?

3. What do you believe to be the characteristics of a successful school?

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives?

5. What do you see as your role regarding the school leaders?

Governance

1. Describe the role that the board will play in the school's operation.

2. How will you know if the school is successful at the end of the first year of operation?

3. How will you know at the end of four years of the school is successful?

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful?

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?

6. If your school intends to contract with a third-party ESP:

a. Summarize your involvement in the selection process;

b. Explain your understanding of the legal relationship between yourself as a board member and the ESP; and

c. Indicate whether you have been involved in the review/negotiation of the management agreement.

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.
   ☐ Yes ☐ Yes

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes)

(a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).

(b) A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.

(c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

Restriction on Employment of Relatives (Section 1002.33(24), Florida Statutes)

(a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:

1. "Charter school personnel" means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

(c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: _____

_____ _____

Signature *Date*

Model Florida Charter School Application

Addendum

Instructions
This addendum to the Model Florida Charter School Application is required of any applicant seeking any of the following:

- Replication of existing schools or school models*
- School operation or management via contract with a third-party education service provider (ESP**)

*An applicant may be considered to be replicating an existing school design if: 1) the proposed school is substantially similar overall to at least one school, AND 2) the individuals or organization involved in the establishment and operation of the proposed school are deeply involved in the operation of the similar school(s). For example, a plan to implement a specific program, such as a widely-used curriculum, would not be categorized as the replication of an existing school design.

**An ESP is any third-party entity, whether non-profit or for-profit, that provides comprehensive education management services to a school via contract with the school's governing board.

Complete each section as applicable:

Addendum A – Applicants seeking to replicate an existing school or school model
Addendum A1 – Applicants seeking to replicate a high-performing charter school per s. 1002.331, F.S.
Addendum B – Applicants contracting with a third-party ESP

Applicants must complete all applicable sections of the addendum. Some applicants will be required to complete multiple addenda. Schools replicating a high-performing charter school pursuant to s. 1002.331, F.S., are not required to complete Addendum A.

Addendum A: REPLICATIONS

A. Identify the existing school(s), including MSID number(s), to be replicated and provide evidence that the existing design has been effective in raising student achievement. The effectiveness of an existing school design should include evidence of the success of the academic program as well as organizational and financial viability. It should show a direct relationship between program elements and student achievement.

B. Discuss the key components or non-negotiable elements of the educational program that make the school design what it is and that the operator will expect to remain consistent and essential to the successful replication of the model.

C. Describe how the target population for the proposed school compares with the population(s) currently being served. Explain why the model will be effective and successful in raising student achievement with the applicant's target population.

D. To the extent that the target population for the proposed school differs from the populations being served in existing schools, explain any anticipated modifications and adjustments to the educational program.

E. Describe any other ways in which features of the proposed school's educational program will differ from that of the school(s) to be replicated. Explain the rationale for the change(s) and any new resources that the variation(s) will require.

F. Discuss the plan for replication, including if the operator will need to acquire and allocate additional financial and human resources necessary to replicate the design successfully. If additional resources are necessary, describe the plan for securing.

G. Discuss the results of any past replication efforts, if applicable, and lessons learned – including particular challenges or troubles encountered; how you have addressed them; and how you will avoid or minimize such challenges for the proposed school.

Evaluation Criteria: Replications

Reviewers will look for:

- Evidence that school or model to be replicated demonstrates academic, organizational, and financial success.
- A clear, compelling vision for what is being replicated in terms of essential components of the educational program.
- A convincing rationale for how the school or model to be replicated will successfully serve the proposed target student population.
- A strong justification for changing key components of the original school or model in the proposed school. Such justification should include why the changes will better suit the targeted student population and whether the model is still similar enough to the existing model that comparable successful outcomes are likely.
- Evidence that the applicant group has a sound plan for developing the capacity to replicate an existing school including adequate financial and human resources.
- If applicable, evidence of successful past replications or lessons learned from unsuccessful attempts at replication that will increase the probability that this replication will be successful.

Addendum A1: HIGH-PERFORMING REPLICATIONS

A. Identify the High-Performing Charter School that is submitting the application and include as Attachment AA the Commissioner of Education letter pursuant to s. 1002.331(5)F.S., designating such school as High-Performing.
B. Identify the High-Performing Charter School that the applicant intends to replicate, if different from the school identified in the previous question.
C. Describe how the proposed school will be substantially similar to the high-performing school that is being replicated.
D. If the applicant's projected student population is substantially different than the student population in the high-performing school that is being replicated, describe any modifications to the educational program that are necessary to ensure student success.
E. Explain how the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

Evaluation Criteria: High-Performing Replications

Reviewers will look for:

- Evidence that the applicant's school and the school to be replicated (if different) are designated by the Commissioner of Education as a High-Performing Charter School.
- Evidence that the proposed school will be substantially similar to the high-performing school that is being replicated. Reviewers should base this determination on the response to this question as well applicant's proposed educational, organization, and business plans as described throughout the application.
- Evidence that the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

Addendum B: EDUCATION SERVICE PROVIDERS

An Education Service Provider (ESP) is an organization, either for-profit or nonprofit, that contracts with a charter school or a network of charter schools to provide comprehensive educational and business services. In addition to Addendum B, applicants must also complete Form IEPC-M1A if the governing board plans to contract with an ESP. The following section allows the applicant to demonstrate the ESP's track record of success and its ability to provide services for a new school(s).

ESP Selection

A. Explain why the applicant is seeking to contract with an ESP rather than operate the school(s) directly.
B. Explain how and why the ESP was selected. If this is the first time the applicant has contracted with this ESP, explain when and how the applicant learned of the ESP, what other ESPs were considered, and why the ESP was selected over other ESPs.
C. For applicants working with an ESP for the first time, provide summary information from reference checks conducted by the applicant (regarding the ESP), identifying each reference.
D. Describe whether and how the school's board has assessed the capacity of the ESP to successfully carry out the functions necessary to operate a high-quality charter school.

ESP Background

A. Provide the mission of the ESP and an overview of the organization's strategic vision, including, if applicable, a five-year growth plan, and rationale for managing new schools.
B. Identify the ESP's leadership team and their specific roles and responsibilities. Include as Attachment BB an organization chart for the ESP.

ESP Track Record

A. Provide evidence of organizational capacity to open and operate high-quality schools in Florida and, if applicable, elsewhere in accordance with the overall growth plan. Outline specific timelines for building or deploying organizational capacity to support the proposed school. If the ESP intends to build capacity and add positions during the term of this proposed charter school, include an organizational chart of the proposed growth within the ESP leadership structure as Attachment CC.
B. Provide a comprehensive listing of ESP-operated charter schools (current and past) by completing form IEPC-M1A, which can be found at http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference and attach as Attachment DD.
C. Explain the ESP's success in serving student populations similar to the target population of the school. Describe the ESP's demonstrated academic track record (provide specific academic results on all schools using Form IEPC-M1A, attached as Attachment DD).
D. List and explain any management contract terminations as well as any charter revocations, non-renewals, withdrawals or non-openings that the ESP has experienced in the past five (5) years.

Legal Relationships

A. Describe how the school's governing board is independent from the ESP and self-governing, including evidence of arm's-length negotiating.
B. Explain whether the school has or will have any legal or contractual relationships with any subsidiaries or other entities or individuals that are affiliated[4] with or owned in whole or in part by the ESP. If so, identify the nature of those entities' business activities and describe how the governing board will ensure that any such relationships will not pose a conflict of interest or hinder the board's authority or ability to terminate the contract with the ESP.
C. Explain the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the school's governing board will oversee the ESP's supervisory responsibilities.
D. If the school's governing board intends to enter into a financing agreement (promissory notes, loans, leases, lease-purchase agreements, other negotiable instruments, or any other facility or financing relationships) with the ESP:
    - Ensure that such agreements are or will be separately documented and not part of or incorporated in the school management contract and do not hinder the governing board's authority and practical ability to terminate the management agreement and continue operation of the school.
    - Provide evidence that the agreement was or will be reviewed by the governing board's independent legal counsel or attorney and subject to a fair market analysis.
    - Describe how such agreements will be repaid. Repayments should be reflected in the budget.

Organizational Structure

A. Provide a description of the roles and responsibilities of the ESP. This may include whether and how the specific roles and responsibilities set forth below may or may not be provided by the ESP, in order to summarize school- and ESP-level responsibilities. If some portions of a function are the responsibility of both the ESP and the governing board, please explain. The description should align with the management agreement with the ESP and provide a clear picture of what the ESP is responsible for.

    Setting Performance Goals
    Selecting Curriculum
    Selecting Professional Development programs
    Data Management & Selecting Interim Assessments
    Determining Promotion Criteria
    Setting a School Culture
    Student Recruitment
    School Staff Recruitment & Hiring

4 The term "affiliated" means and includes one or more corporations or entities under the same or substantially the same control of a group of business entities which are connected or associated so that one entity controls or has the power to control each of the other business entities. The term "affiliated" includes, but is not limited to, the officers, directors, executives, shareholders active in management, employees, and agents of the affiliated corporation. The ownership by one business entity of a controlling interest in another business entity or a pooling of equipment or income among business entities shall be prima facie evidence that one business is affiliated with the other.

Providing Human Resources (HR) services (payroll, benefits, etc.)
Fundraising
Managing Community Relations
Selecting and Providing Information Technology
Managing Facilities
Procuring Vendors
Other Operational and Administrative Services, if Applicable

B. Describe the oversight and evaluation methods that the board will use to oversee the ESP. What are the school-wide and student achievement results that the ESP is responsible for achieving? How often, and in what ways, will the board review and evaluate the ESP's progress toward achieving agreed-upon goals (e.g. external evaluator, surveys, or performance data analyses)? What are the conditions, standards, and procedures for board intervention, if the ESP's performance is deemed unsatisfactory?
C. Describe the payment schedule, including all fees, bonuses, early termination penalties, and any other compensation to be paid to the ESP.
D. Describe the types of spending decisions the management organization can make without obtaining board approval? What reports must the ESP submit to the board on financial performance, and on what schedule? How will the school governing board provide financial oversight?
E. What is the term (duration) of the management agreement? Explain the conditions and procedures (including time frames, notice, and decision-making procedures) for renewal and termination of the contract? Describe the conditions that both the ESP and the school must satisfy for the management agreement to be renewed. On what grounds may the ESP or the governing board terminate the management agreement for cause? List any indemnification provisions in the event of default or breach by either party. If these provisions are addressed in the management agreement, the applicant may cite the specific sections.
F. Provide as Attachment EE, a draft of the proposed management agreement with the ESP.

Evaluation Criteria: Education Service Providers

Reviewers will look for:

- A clear explanation of the reasons for contracting with an education service provider and how and why the ESP was selected and a description of the due diligence employed to assess the capacity of the ESP.
- Sufficient evidence of the ESP's previous academic, organizational, and financial success and capacity for future success that make it more likely than not that it will be successful with the proposed school.
- Evidence of the ESP's organizational capacity to manage an additional school or schools as determined by its growth plan.
- A comprehensive list (Form IEPC-MIA) of all schools affiliated with the ESP and ensuing performance data used to support the selection of the ESP (past and current).
- Evidence of success working with similar populations to the target population. If there are deficiencies or lack of experience working with the target populations, then reviewers will look for a sufficient explanation of programmatic adjustments that will be made to ensure success with any new school(s).
- A clear delineation of the roles and responsibilities and decision-making authority of the school's governing board and the ESP, structured to ensure a clearly defined arm's-length, performance-based relationship that is free from conflicts of interest. This includes evidence that the school's governing board has a clear plan for holding the ESP accountable for negotiated performance.
- A clear delineation of the term of the management agreement, the conditions, grounds and procedures by which the agreement may be renewed and terminated, and a plan for continued operation of the school in the event of termination.
- A draft of the proposed contract with all key terms included.

Workstream	Section / Content	Page	Recommended Lead Team
Executive Leadership / Governance	Executive Summary	8	Executive Leadership
Executive Leadership / Governance	Section 1: Mission, Guiding Principles & Purpose	9	Executive Leadership
Executive Leadership / Governance	Section 10: Governance	21-23	Executive Leadership / Legal
Educational Program Team	Section 2: Target Population & Student Body	10	Education Team
Educational Program Team	Section 3: Educational Program Design	11	Education Team
Educational Program Team	Section 4: Curriculum & Instructional Design	12	Education Team
Educational Program Team	Section 5: Student Performance	14-16	Education Team
Educational Program Team	Section 6: Exceptional Students (ESE)	16-18	Education Team
Educational Program Team	Section 7: English Language Learners	18	Education Team
Educational Program Team	Section 8: School Culture & Discipline	19	Education Team
Educational Program Team	Section 9: Supplemental Programming	20	Education Team
Human Resources Team	Section 11: Management & Staffing	23	HR
Human Resources Team	Section 12: Human Resources & Employment	24	HR
Human Resources Team	Section 13: Professional Development	25	HR
Community Engagement Team	Section 14: Student Recruitment & Enrollment	26	Communications / Community Engagement
Community Engagement Team	Section 15: Parent & Community Involvement	27-28	Communications / Community Engagement
Facilities, Safety & Operations Team	Section 16: Facilities	29-30	Facilities
Facilities, Safety & Operations Team	Section 17: Transportation Service	30	N/A or Community Services
Facilities, Safety & Operations Team	Section 18: Food Service	30	N/A
Facilities, Safety & Operations Team	Section 19: School Safety & Security	30	Emergency Management / Facilities
Finance & Business Operations Team	Section 20: Budget	31	Finance Team
Finance & Business Operations Team	Section 21: Financial Management & Oversight	32	Finance Team
Finance & Business Operations Team	Section 22: Start-Up Plan	33-34	Project Manager + All Teams input
Compliance & Attachments Team	Chart of Attachments	35	Chief Administrative Officer
Compliance & Attachments Team	Statement of Assurances	36	Town Manger / Legal
Compliance & Attachments Team	Board Member Information Forms	37-39	Town Clerk / Legal
Compliance & Attachments Team	Addendums (if applicable)	40-45	Legal / Charter Consultant

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-584**

1. **Request:**

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER TO PARTICIPATE IN THE FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE AND SUBMIT RELATED DOCUMENTS NEEDED TO IMPLEMENT AND ADMINISTER THE PROGRAM INCLUDING THE DISASTER READINESS ASSESSMENT, ANY POST DISASTER QUESTIONNAIRES, AND ABATEMENT ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Authorization is needed for the Tow Manager and staff to participate in and conduct related activities to the 2027 Florida Recovery Obligation Calculation program.

What the action accomplishes:

Allows the Town Manager and staff to participate in and conduct related activities to the 2027 Florida Recovery Obligation Calculation program.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Jason Freeman, Deputy Town Clerk / Legislative Liaison, William McKannay, Town Manager

---

5. **Background:**

Florida Recovery Obligation Calculation (F-ROC) is a newer initiative sponsored by the Florida Division of Emergency Management (FDEM) that standardizes, streamlines, and simplifies the Public Assistance process.

The Town participated in the beginning years of the program and is planning to opt-in for this next year as well to provide for the opportunity for increased preparedness and upfront funding in the event of an emergency situation.

Although a new participation form is not required to be submitted this year, the Town is seeking authorization to participate and conduct program activities.

For more information on the F-ROC Program, please click the following link:
https://www.floridadisaster.org/froc/

Attachments:

1. 26-155, 2027 F-ROC Participation

Financial Impact:

Provides the opportunity for faster funding including of Category A (Debris Removal) and Category B (Emergency Protective Measures) projects and related work.

6. **Alternative Action**

Do not authorize participation in the program and opt-out for this next year.

7. **Management Recommendations:**
Authorize participation in the program and opt-in for this next year.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 7/7/2026
nancy stuparich, Town Attorney	Approved - 7/7/2026
Amy Baker, Town Clerk	Approved - 7/10/2026
William McKannay, Town Manager	Final Approval - 7/15/2026

RESOLUTION NUMBER 26-155

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER TO PARTICIPATE IN THE FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC) PROGRAM; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE AND SUBMIT RELATED DOCUMENTS NEEDED TO IMPLEMENT AND ADMINISTER THE PROGRAM INCLUDING THE DISASTER READINESS ASSESSMENT, ANY POST DISASTER QUESTIONNAIRES, AND ABATEMENT ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Fort Myers Beach, Florida (the "Town") had the opportunity to participate in the first years of the Florida Division of Emergency Management's Florida Recovery Obligation Calculation (F-ROC) Program (the "Program"); and

WHEREAS, the Town desires to continue participation in the Program to provide the Town with assistance in identifying risk in our organization and develop a clear action plan that will abate those risks, while standardizing and streamlining the Public Assistance process; and

WHEREAS, as part of participation of the Program, the Town would like to formalize authorization to participate through a Resolution; and

WHEREAS, the Town Council finds and determines that it is in the best interest of the Town and its citizens to authorize the participation of the Program for the 2027 season and the administration thereof of the Program; and

WHEREAS, the Town desires to authorize the Town Manager or designee to submit the 2027 participation documentation and administer the Program on behalf of the Town; and

WHEREAS, the Town Council desires to authorize the Town Manager or designee to execute and deliver all documents necessary to participate in the Program and carry out the administration of same.

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

Section 1. That above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein.

Section 2. That the Town Council hereby authorizes and instructs the Town Manager to participate in the Program for the year 2027 from the Florida Division of Emergency Management and to administer the Program on behalf of the Town.

Section 3. That Town Manager William McKannay or his designee is authorized to execute and deliver any documents necessary to opt-in, participate, and administer the Program on behalf of the Town.

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

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

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

ADOPTED this 3rd day of August 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-641**

1. **Request:**

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE NON-EXCLUSIVE RIGHT-OF-WAY LICENSE AGREEMENT WITH THE FORT MYERS BEACH CHAMBER OF COMMERCE, RELOCATING THE LICENSED PROPERTY FROM 1046 ESTERO BOULEVARD TO PROPERTY LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY NEAR 1035 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA; AUTHORIZING THE MAYOR OR TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Since the original agreement was approved by Town Council, any subsequent amendments must also be approved by Town Council.

What the action accomplishes:

Approved a First Amendment to the existing agreement to relocate the information trailer.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Jason Freeman, Deputy Town Clerk / Legislative Liaison, Conor Nally, Contracts & Procurement Manager

5. **Background:**

The Town and the Fort Myers Beach Chamber of Commerce entered into a Non-Exclusive Right of Way License Agreement dated February 22, 2024, approved by Town Council, granting the Chamber a license to locate an information trailer on Town-owned property within the right-of-way at 1046 Estero Boulevard in the downtown Times Square area.

The Town has since determined that it is in the best interest of the Town to relocate the information trailer to a nearby Town-owned property within the public right-of-way near 1035 Estero Boulevard. Because the original agreement specifically identified 1046 Estero Boulevard as the licensed property, a First Amendment to the Agreement is required to reflect the new location. The Chamber has agreed to the relocation, and all other terms and conditions of the original Agreement remain unchanged.

Attachments:

1. 26-168, Resolution First Amendment
2. First Amendment to Chamber ROW License Agreementjf
3. Exhibit A to First Amendment to Chamber License Agreement
4. FMB Chamber Trailer ROW Agreement 2024 RECORDED

Financial Impact:

N/A

6. **Alternative Action**

Deny the amendment.

7. **Management Recommendations:**

Staff recommends approval of the First Amendment to the Non-Exclusive Right of Way License Agreement with the Fort Myers Beach Chamber of Commerce to relocate the licensed property from 1046 Estero Boulevard to the New Property near 1035 Estero Boulevard.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 7/17/2026
William McKannay, Town Manager	Approved - 7/17/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/21/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/22/2026

RESOLUTION NO. 26-168

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE NON-EXCLUSIVE RIGHT-OF-WAY LICENSE AGREEMENT WITH THE FORT MYERS BEACH CHAMBER OF COMMERCE, RELOCATING THE LICENSED PROPERTY FROM 1046 ESTERO BOULEVARD TO PROPERTY LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY NEAR 1035 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA; AUTHORIZING THE MAYOR OR TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Fort Myers Beach (the "Town") and the Fort Myers Beach Chamber of Commerce (the "Chamber") entered into that certain Non-Exclusive Right of Way License Agreement dated February 22, 2024 (the "Agreement"), pursuant to which the Town granted the Chamber a non-exclusive right of way license to locate an information trailer on property owned by the Town and located at 1046 Estero Boulevard, Fort Myers Beach, Florida (the "Original Property"); and

WHEREAS, the Town has determined that it is in the best interest of the Town to relocate the information trailer to property owned by the Town and located within the public right-of-way near 1035 Estero Boulevard, Fort Myers Beach, Florida (the "New Property"); and

WHEREAS, the Chamber desires to relocate the information trailer to the New Property, subject to the terms and conditions of the Agreement; and

WHEREAS, the Town and the Chamber mutually desire to amend the Agreement, by way of a First Amendment to Non-Exclusive Right of Way License Agreement (the "First Amendment"), to reflect the relocation of the licensed property as set forth therein; and

WHEREAS, the Town Council finds that approval of the First Amendment serves a valid public purpose and is in the best interest of the Town and its residents; and

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

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

Section 2. The Town Council hereby approves the First Amendment to Non-Exclusive Right of Way License Agreement with the Fort Myers Beach Chamber of Commerce, relocating the licensed property from 1046 Estero Boulevard to the New Property located within the public right-of-way near 1035 Estero Boulevard, Fort Myers Beach, Florida, substantially in the form attached

hereto, and authorizes the Mayor or Town Manager to execute the First Amendment on behalf of the Town.

Section 3. This resolution shall take effect immediately upon adoption.

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

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

ADOPTED this ____ day of _____, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Nancy Stuparich, Town Attorney

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

FIRST AMENDMENT TO NON-EXCLUSIVE RIGHT OF WAY LICENSE AGREEMENT

THIS FIRST AMENDMENT TO NON-EXCLUSIVE RIGHT OF WAY LICENSE AGREEMENT (hereinafter this "First Amendment") is made and entered into this ____ day of _____, 2026, by and between **TOWN OF FORT MYERS BEACH** (hereinafter the "Licensor"), a Florida municipality**,** and **FORT MYERS BEACH CHAMBER OF COMMERCE**, its successors and assigns, (collectively hereinafter the "Licensee"), and amends that certain Non-Exclusive Right of Way License Agreement dated February 22, 2024 (hereinafter the "Agreement").

RECITALS

WHEREAS, the Licensor and Licensee entered into the Agreement, pursuant to which the Licensor granted Licensee a non-exclusive right of way license to locate an information trailer on certain property owned by the Licensor and located at 1046 Estero Blvd, Fort Myers Beach, Florida (the "Original Property"); and

WHEREAS, the Licensor has determined that it is in the best interest of the Town to relocate the location of the information trailer to property owned by the Licensor and located within the public right-of-way near 1035 Estero Blvd, Fort Myers Beach, Florida (the "New Property") as shown in Exhibit "A"; and

WHEREAS, the Licensee desires to relocate the information trailer to the New Property, subject to the terms and conditions of the Agreement; and

WHEREAS, the Licensor and Licensee mutually desire to amend the Agreement to reflect the relocation of the Property as set forth herein, and it is in the best interest of the Town to enter into this First Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference and made a material part of this First Amendment.

2. **Relocation of Property.** All references in the Agreement to the "Property," including the description and depiction of the Property set forth in Exhibit "A" to the Agreement, are hereby deleted in their entirety and replaced with the property located at 1035 Estero Blvd, Fort Myers Beach, Florida, as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference (the "New Property"). From and after the effective date of this First Amendment, all rights, obligations, terms, and conditions of the Agreement applicable to the Property shall apply to the New Property.

3. **Relocation of Information Trailer.** Licensee shall, at its sole cost and expense, relocate the information trailer from the Original Property to the New Property, and shall thereafter

maintain the information trailer on the New Property in accordance with the terms of the Agreement.

4. Ratification. Except as expressly amended herein, all other terms, conditions, and provisions of the Agreement shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be made and executed as of the day and date first above written.

LICENSEE: Fort Myers Beach Chamber of Commerce

_____

Print Name: _____

ATTEST:

_____
Amy Baker, Town Clerk

LICENSOR: Town of Fort Myers Beach

_____
Dan Allers, Mayor

APPROVED AS TO FORM & SUFFICIENCY

_____
Vose Law Firm, Town Attorney

Esterio Blvd
Esterio Blvd
Esterio Blvd

Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
INSTR# 2024000102690, DocType AGR, Pages 4, Recorded 4/11/2024 at 2:42 PM, DeputyClerk AYANNUZZI
Rec Fees: $35.50 ERECORD

For Recording Purposes Only

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Nancy Stuparich, Esq.
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789

NON-EXCLUSIVE RIGHT OF WAY LICENSE AGREEMENT

THIS NON-EXCLUSIVE RIGHT OF WAY LICENSE AGREEMENT, (hereinafter "Agreement"), is entered into as of Feb. 22nd, 2024, by and between **FORT MYERS BEACH CHAMBER OF COMMERCE,** their successors and assigns, (collectively hereinafter the "Licensee"), and the **TOWN OF FORT MYERS BEACH** (hereinafter, the "Licensor"), a political subdivision of the State of Florida.

RECITALS

WHEREAS, the Licensor owns property located at 1046 Estero Blvd, Fort Myers Beach, which is shown on Exhibit "A" ("the Property") to this agreement; and

WHEREAS, the Licensee desires to obtain a non-exclusive right of way license agreement to allow the use of the Property for the location of an information trailer, which will remain on the Property, subject to the terms of this Agreement; and

WHEREAS, the information trailer provides a public benefit by being centrally with information available for visitors to Estero Island and it is in the best interest of the Town of Fort Myers Beach to enter into this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS**. The foregoing recitals are true and form a material part of this Agreement.

2. **NON-EXCLUSIVE RIGHT-OF-WAY USE PERMIT**. This Agreement shall serve as a Non-Exclusive Right of Way Use Permit for the benefit of Licensee. Licensee will not cause, or allow to be caused any damage to the Property and shall maintain the area free of trash and debris.

Licensee shall not install or make any permanent changes to the Property without the prior approval of Licensor. If the Licensee allows the Property to fall into disrepair, or does not adequately maintain same, the Licensor shall have the right, after three (3) days written notice to the Licensee, to take appropriate actions to repair or maintain the Property, and the Licensee shall be responsible for the reimbursement of the Licensor for the costs of such repair, maintenance or removal. Nothing contained herein or by virtue of the issuance of a Permit shall give or grant the Licensee any property rights to the Property, other than as may be provided herein.

3. **REMOVAL/RELOCATION/EMERGENCIES**. If, in the opinion of the Licensor, the use of the Property interferes with any construction, reconstruction, repairs, alteration or improvement which the Licensor desires to perform on, around or under the Property, Licensee, upon receipt of a written notice from the Licensor, shall remove or relocate information trailer as requested by the Licensor within fifteen (15) days of receipt of said notice. In the event the Licensee does not remove or relocate the information trailer as provided herein, the Licensor shall have the right, but not the obligation, to remove the information trailer at the sole expense of the Licensee, and the Licensor shall have no obligation to safeguard or otherwise preserve the information trailer that is removed by the Licensor. In the event of the need for emergency repairs, as determined by the Licensor at its sole discretion, the Licensor shall have the right to remove the information trailer without advance notice to Licensee. The Licensor shall in no event be liable to the Licensee for the preservation or condition of the information trailer that is removed due to actions of the Licensor or its agents.

4. **INDEMNIFICATION**. Licensee agrees and shall indemnify the Licensor and hold it harmless from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs arising out of, or resulting from, the performance of their respective responsibilities under this Agreement, or to the extent the existence of the information trailer on the Property, or any hazard caused by the information trailer, or any damages which are the result in any mishap or accident on the site of the information trailer. Licensee shall indemnify and hold harmless the Licensor from and against all expenses, costs or claims for any damages to the information trailer, which may result from the use of the Property by the Licensor or other governmental body or authority for maintenance, construction, installation, or other proper use within the Property.

5. **INSURANCE**. Throughout the period of time the Licensee continues to have the information trailer on Licensor's Property under this Agreement, Licensee shall obtain and possess Commercial General Liability coverage for all operations under this Agreement not less than $1,000,000 Combined Single Limit (CSL) or its equivalent. Prior to the location of the information trailer on the Property, Licensee shall provide Certificates of Insurance to the Licensor to verify coverage. A reference to this specific Agreement, and the type and amount of coverage provided, shall be clearly stated on the face of the Certificates of Insurance. The insurance coverage shall name the Town of Fort Myers Beach as an additional insured, and shall contain a provision which forbids any cancellation, changes, material alterations, or non-renewal of coverage without providing thirty (30) days' prior written notice to the Licensor.

6. **NOTICES.** Notices required or permitted under this Agreement shall be made by written document delivered as follows:

To the Licensor:

By hand delivery to the Town of Fort Myers Beach, Town Hall, Attention: Town Manager.

To the Licensee:

By hand delivery (or posting on the door) at 100 Lover's Lane Fort Myers Beach 33931, FL, Suite #5 EAST

7. **DURATION**. This Agreement shall remain in effect until terminated by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and date first above written.

WITNESSES:

Print Name: Heather Rogers

Print Name: GAIL LANGNER

LICENSEE: Fort Myers Beach Chamber of Commerce

Print Name: JACKI LISZAK
Title: PRESIDENT / CED

LICENSOR: TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, Town Attorney

GeoView Map



April 4, 2024 Air Photos: 2023 Hi-Res (3 inch)

1:1,600

0 75 150 300 ft

0 20 40 80 m

HospitalLocations
Library Locations

School Locations
School Locations
CCC_Parks

County Boundary

Major Roads Medium
I - 75

US 41
Other Highways
Other Roads

Parcels Near

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-667**

1. **Request:**

Meeting Date: August 3, 2026

Acceptance of the Lee County Tourist Development Council (TDC) Attractions Marketing funding awarded to the Town of Fort Myers Beach for the Mound House for the 2025–2026 funding cycle in the amount of $20,000, and authorize the Culture, Parks, and Recreations Director and/or Museum Manager to execute all documents necessary to administer the award.

Why the action is necessary:

The acceptance of the award is necessary to allow staff to implement the approved project, "Mound House: Stories in the Shells," incur eligible marketing expenses, and seek reimbursement of up to $20,000 from the Lee County Tourist Development Council (TDC) in accordance with the grant agreement.

What the action accomplishes:

Acceptance of the award will support marketing efforts that increase visitation to the Mound House and promote cultural tourism within the Town.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Other	Karina Britez, Museum Manager, Jeff Hauge, Community Services Director

5. **Background:**

The Mound House was awarded $20,000 through the Lee County Tourist Development Council (TDC) Attractions Marketing Program for the 2025–2026 funding cycle. The original project, "Mound House: Stories in the Shells," was approved for funding effective October 1, 2025, and provides reimbursement for eligible marketing and promotional initiatives conducted during the funding period of October 1, 2025, through September 30, 2026.

The Attractions Marketing Program provides reimbursement funding to support site-based attractions that offer year-round programming, enhance the visitor experience, attract visitation to the Town of Fort Myers Beach and Lee County, and encourage visitors to extend their stay at the destination.

Although the award was approved at the beginning of the funding cycle, implementation was delayed due to a transition in Mound House management. The Mound House is now moving forward with the project and, upon approval, will utilize the awarded funds for eligible marketing initiatives in accordance with the grant requirements.

Council acceptance of the award will allow the Town of Fort Myers Beach to receive reimbursement for approved marketing expenses incurred during the grant period.

Attachments:

1. FY25 26 TDC Attractions Marketing Award Letter Mound House
2. Attractions Marketing Program Guidelines FY25 26

Financial Impact:

Eligible marketing expenditures will be initially paid by the Town and reimbursed by the Lee County Tourist Development Council (TDC), up to the awarded amount of $20,000, in accordance with the grant agreement. Therefore, there is no net financial impact to the Town.

6. **Alternative Action**

Decline to accept the grant award.

7. **Management Recommendations:**

To accept the Lee County Tourist Development Council (TDC) Attractions Marketing award for the 2025–2026 funding cycle in the amount of $20,000, and authorize the Culture, Parks, and Recreation Director and/or the Museum Manager to execute all documents necessary to administer the award.

8. **Recommended Approval:**

Karina Britez, Museum Manager	Created/Initiated - 7/14/2026
Conor Nally, Contracts & Procurement Manager	Approved - 7/14/2026
Jeff Hauge, Community Services Director	Approved - 7/17/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/21/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/23/2026

October 1, 2025

We are happy to inform you that the Tourist Development Council (TDC) recommended **$20,000** in Attractions Marketing funding to your organization for the 2025-2026 funding cycle that begins October 1, 2025.

Below are items that were deemed ineligible by the TDC Subcommittee:

- Public relations $7,200
- Digital Ad management – only 15% of the amount awarded is eligible
- Account services

To be eligible for reimbursement please see below:

1. Attractions must maintain a listing on the Lee County Visitor & Convention Bureau (VCB) consumer website and post events on the calendar located there. This is free and will expose your attraction's experiences to the 2.7 million annual visitors to the site.
2. **LOGO Requirements:** It is mandatory to use the TDC logo on all marketing materials including social posts. Tagging is also required for digital and social posts using: @leevcb @visitfortmyers #myfortmyers. The TDC may decline to reimburse an invoice should acknowledgement not be made. The new logo and guidelines are located on our partner website.

AWARD UNDERSTANDING

Purchase orders will be sent out before the end of October 2025, along with detailed instructions on how to submit information for reimbursement.

The Tourist Development Council requests all attractions continue to improve their reporting process. Please be sure to implement measurements for attendance (local/visitor), visitor demographics and success of recommended marketing placements (appendix B-goal outcomes) in your final report. All forms can be found on our website. We look forward to learning how this funding benefits your attraction.

To be eligible for reimbursement refer to the list of items in the program guidelines. Please note, only those marketing tactics approved by the Attractions Marketing subcommittee will be eligible for reimbursement. *If for some reason you are unable to proceed with the approved marketing plan or need to change the scope of your project, please contact me.*

Congratulations and please don't hesitate to reach out if you have any questions.

Alison Giesen
Destination Development Coordinator
239.338.3500

Attractions Marketing Program Guidelines
Fiscal Year 2025-2026

The Lee County Visitor & Convention Bureau (VCB) will annually accept, review and process funding requests from tourism-related, non-profit organizations on behalf of the Tourist Development Council (TDC) (as qualified per Florida State Statute 125.0104).

Fiscal Year 2025/2026 Program Timeline:

May 14, 2025	Attractions Marketing Application Webinar at 3:00pm
June 13, 2025	Application Deadline
August 2025- Date TBD	Subcommittee Review Workshop
August 14, 2025	Formalization by TDC
September, 2025	FY2025/26 budget approval by BoCC
October 2025	VCB issues funding agreements
September 10, 2026	Final Report & Invoice deadline

*** Items added to the guidelines January 2025**

I. Program Goal

The program provides reimbursement for marketing initiatives to 501c3 not-for-profit arts and attractions organizations, and arts and cultural departments of municipal government that enhance tourism opportunities in Lee County. These site-based attractions and organizations provide a different level of service to visitors than events, with year-round programming that attract visitation to the region and/or offer reasons for visitors to extend their stay in the destination.

II. Funding Limit (Per TDC action May 11, 2023)

1. Eligible organizations with verified annual attendance averaging over 100,000 visitors may request up to a maximum of $50,000.
2. Eligible organizations with verified annual attendance averaging less than 100,000 visitors may request up to a maximum of $25,000.

III. Funding Period

Eligible expenses will be those costs incurred in the 12 months of October through September, following the funding award approval. Exceptions to this rule must be approved in writing by the program manager and attached to the reimbursement request.

IV. PRE-Application requirement

Requesting agencies must attend the application webinar, review the attached guidelines, and submit the application and all supporting information electronically by deadline. Click here to register for the application webinar.

V. Application criteria

1. The organization must be:
    a. In Lee County AND
    b. Legally organized as a nonprofit, holding a federal 501(c)(3) tax-exempt status OR
    c. A local government
2. The organization *will demonstrate* evidence of the following:
    a. Assume an advocacy role in the community to advance tourism.
    b. Develop unique visitor experiences that encourage repeat visitations through promotions and dissemination of information regarding arts and cultural offerings available in Lee County.
    c. Participate in marketing workshops and cooperative promotional efforts with the Lee County VCB, wherever applicable.
    d. Maintain a listing and post events on the Lee County Visitor and Convention Bureau's consumer website: https://www.visitfortmyers.com/.
    e. The tourism-based organization's facilities, programs or services must be in Lee County and available to visitors throughout the year.
    f. **LOGO REQUIREMENTS & TDC CREDIT All marketing materials** including digital ads must include credit to the TDC with current logo including attraction websites.
        i. Logos available here: https://www.visitfortmyers.com/lee-vcb/education-and-resources/logos-and-image-library
        ii. **Social and digital posts MUST tag @VisitFortMyers. Audio spots (radio/podcast) of 30 seconds or more should be credited as follows:**
            1. **OUT-OF-AREA: "In partnership with VisitFortMyers.com"**
            2. **LOCAL: "In partnership with the Lee County Tourist Development Council"**
    g. Marketing plans should include a diverse mix of tactics. Applicants are encouraged to have marketing plans reviewed by VCB marketing staff prior to submitting.
    h. It is the responsibility of the applicant to show proof of eligibility. Applications should elaborate on how the attraction enhances the stay of visitors to Lee County throughout the year. Organizations must be able to show results of awarded dollars spent (i.e., increased out- of-town visitation, increased website traffic, etc.) with specific data.
    i. Provide financial and management oversight to assure compliance with program guidelines, effectiveness of marketing outcomes, and accuracy of reimbursement requests.
    j. Maintain records and accounts, including property, personnel, and financial records, as are deemed necessary by Lee County to ensure proper accounting for all TDC funds. These financial records should be made available for audit or inspection purposes at any time during normal business hours, and as often as the TDC deems necessary. The TDC's right of inspection and audit will also apply to any audits made by other agency whether local, state, or federal. The VCB will retain all its records and supporting documentation pertaining to the funding application for five years for inspection.

3. The organization *must provide* the following:
    a. Qualifying Non-profits, a current IRS form 990 *and local governments, a SAM's number*.
    b. Applicants funded through this program will be required to outline specifically how funds will be spent for the Fiscal Year in which funds are applied for.
    c. Applicant must provide attendance of out-of-county vs. local visitation from the organization's most recently completed fiscal year.
    d. Applicant will be required to provide specific information about how out-of-county visitation data is collected. Partners may use admission, ticket sales, etc. to track visitation, and should survey a representative sample of visitors at events/programs that are not ticketed. This can be done via brief on site interviews, via email or website questionnaires post event.

VI. Evaluation Criteria

Funding request applications must show evidence of the following:

a. Commitment to the VCB's mission of enriching arts & culture of the communities of Lee County.
b. Visitor facing authentic, unique immersive experience.
c. Presents diverse marketing tactics.
d. Organization is open to the public and offers visitor-facing programming year-round-
e. History of collaborative partnerships.
f. Agency contribution- Evidence of the agency's financial contribution to the marketing budget.

VII. Additional requirements

a. Expenses reimbursed and later deemed as ineligible must be returned within 60 days of being deemed ineligible.
b. Change requests regarding usage of awarded funds require prior approval and should made in writing to Alison Giesen at agiesen@leegov.com.
c. Recipient will be required to submit a detailed Final Report, including specific information about marketing placements and results.
d. Failure to comply with the required reporting will impact future funding decisions and allocations.

VIII. Reimbursements

a. Lee County as a government has a strict reimbursement policy. *Each recipient will be provided a Reimbursement Workbook to assist with the process. Refer to the Reimbursement Instructions within the Workbook for more information.*

b. ** Lee County reserves the right to determine eligibility of requests, and reimbursements may be short paid due to ineligible expenses which lack adequate documentation/ deliverables to demonstrate complete compliance with program guidelines.*

c. *Reimbursement requests and status reports should be submitted in a timely manner, quarterly is preferred to ensure timely processing.*

d. *The final date to request reimbursement for the fiscal year is September 10, no exceptions.*

e. *Reimbursements require certification by the chief financial officer of the organization.*

IX. Eligible and Ineligible items (* added in 2025)

Eligible costs	Ineligible costs
1. Funding is for expenses incurred within the designated period *(October – September)* 2. *Marketing expenses may be in market or out of market if they are approved in the marketing plan. 3. *Third Party Marketing Agency fees directly related to the placement of marketing tactics listed in the approved marketing plan – not to exceed 15% of the amount awarded that is utilized. 4. Design, production, and placement of print, television, radio, digital and billboard advertisements. 5. Digital marketing efforts such as online advertising, social media campaigns, search optimization and e-marketing. a. Digital marketing efforts are further explained as: electronic billboards, streaming tv and radio commercials, search engine ads (SEO), pay-per-click campaigns (PPC), in-app ads. b. E-marketing efforts are further explained as: website pop-ups, social media ads, influencer marketing, and creative design for email campaigns and blogs. 6. The development of a new visitor facing website or enhancements to increase traffic to an existing website. Note: See #5 regarding ineligible website maintenance fees. 7. Photography and video projects that support an approved marketing campaign. 8. Other- Eligible items not listed in expense categories above yet approved in the marketing plan by the TDC.	1. Seasonal brochures, playbills & member newsletters. 2. Printing or mailing/distribution costs for travel guides, attraction maps/ signage, rack cards, and direct mail project. 3. Capital investments, asset development or product enhancement. 4. Indirect Costs: a. Salary support (payroll) b. Recipient administration costs c. Vendor maintenance (often recurring) d. Commission fees 5. Operating costs, including: a. Web hosting; maintenance b. domain registration c. Third party costs such as Paypal d. Subscriptions 6. Strategic/ social media plan development 7. Lobbying. 8. Public relations/press releases. 9. Tradeshow registration fees, booth rentals/educational conferences, membership dues. 10. Travel costs (food, lodging, entertainment) 11. Costs associated with Membership and Volunteer programs including fundraising events. 12. Database development/ ticket platforms/ point of sale systems. 13. Market research to identify target markets. (VCB can provide this) 14. Facility rental/insurance. Purchase or rental of equipment or supplies. 15. Food or alcoholic beverages. 16. Items for resale and promotional items/ costs associated with retail operations. 17. International Marketing – contact the Lee County VCB for assistance. 18. Ads (print or digital) without TDC logo recognition. 19. Ads advertising programs or venues outside of Lee County.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-670**

1. **Request:**

Meeting Date: August 3, 2026

Approval of a Special Event Permit for the Matanzas Inn / On The Bay Labor Day Bash hosted by FMB Bayside, LLC, including waivers of the Town's Noise Ordinance and Open Container regulations, and approval of the temporary closure of portions of the public right-of-way, to facilitate event setup on September 4, 2026, and the Labor Day festival on September 5–6, 2026, subject to all applicable staff conditions and final approvals from the Lee County Sheriff's Office and the Fort Myers Beach Fire Control District.

Why the action is necessary:

This action is necessary pursuant to Section 22-7 of the Town of Fort Myers Beach Code of Ordinances because the applicant is requesting waivers of the Town's Noise Ordinance and Open Container regulations, along with authorization to temporarily use and close portions of the Town's public right-of-way in support of the event.

What the action accomplishes:

Approves the Special Event Application and its waivers.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Other	Nora Skipper, Digital Marketing & Special Event Coordinator

5. **Background:**

FMB Bayside, LLC has submitted a Special Event Permit application for the Matanzas Inn Labor Day Bash, a two-day community festival to be held at Matanzas Inn / On the Bay over Labor Day weekend. The event will feature live entertainment, food vendors, arts and crafts vendors, a boat display, family-friendly activities, and licensed alcohol service. The applicant is requesting waivers of the Town's Noise Ordinance and Open Container regulations, as well as approval for the temporary use and closure of portions of the public right-of-way to accommodate event operations.

Attachments:

1. 9-5 Matanzas Inn Labor Day App
2. Matanzas Inn Site Map

Financial Impact:

6. **Alternative Action**

Deny the Special Event Permit and its associated waivers.

7. **Management Recommendations:**

Approve the Special Event Application and its waivers.

8. **Recommended Approval:**

Nora Skipper, Digital Marketing & Special Event Coordinator	Created/Initiated - 7/15/2026
Conor Nally, Contracts & Procurement Manager	Approved - 7/15/2026
Abigail Eberhart, Public Information Officier	Approved - 7/20/2026

Carolyn Luomala, Acting Finance Director	Approved - 7/21/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/23/2026

Town of Fort Myers Beach

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

Name of event _____
Attach separate sheet of paper with detailed description of event

Date(s) and times of event September 5th 10Am-9pm September 6th 10Am-6pm

Address of event 416 Crescent Street, FT Myers Beach Florida, 33931

Expected # of participants/attendees 450 - 2000

Sponsoring Organization FMB Bayside, LLC

Organization address 416 Crescent St, Ft Myers Beach, FL 33931

Contact Person/Phone# Sean Sipe 239-502-6202

E-mail events@matanzasinn.com

Amplified Music Y ☑ N ☐ 500 Ft Notifications ✓ Copy of Letter ✓

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

How many Spaces?_____ How many hours_____

Extension of Premises? Y ☐ N ☑ ABT Form_____ How many days?____ (Over 3 days needs to go to Council)

Letters of Permission to use Property_____

Letters of Permission to use Parking_____ Parking Plan_____

Site Plan ✓ Insurance ✓ (Naming Town of FMB as Certificate Holder)

Requesting Water Y ☐ N ☑ Electric Y ☐ N ☑

Requires Council Approval:
Waiver of open container Y ☐ N ☐ Waiver of Town parking fees Y ☐ N ☐

Waiver of Noise Ordinance Y ☐ N ☐ Recurring Event Y ☐ N ☐

Applicant Signature _____

Printed Name Eddie Paez Sr.

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: Matanzas on the bay

No. of dumpsters: 2 **Type of dumpsters:** 8 yards

Who is responsible for clean-up and payment: matanzas on the bay

_____

City right-of-way Parking Use: _____ **Number of spaces:** _____

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

_____

_____

Approval: _____ **Date:** _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

_____

Approval: _____ **Date:** _____

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

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

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

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer **Tel (239)770-7502 Fax(850)412-0590**
Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

_____

_____

Check list: Application _____ **Site Plan** _____ **Description** _____

Florida DEP approval: _____ **Date:** _____

Called Kelly and informed we not needing their approval

called 1Ft msg

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:** _____

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:** _____

Called Kelly and informed we not needing their approval

called 1Ft msg

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:** _____

Jenifer ~~Jcampbe~~ ~~Called~~ Jcampbell@FMBFireFL.GOV

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.**

Called email the details

LEE COUNTY SHERIFF'S DEPT **Tel (239)477-1830 Fax (239)432-0268**
15650 Pine Ridge Road, Fort Myers, FL 33908

Parking: _____

Deputies (how many?) _____

Traffic Control: _____

_____

Fees: _____

Special Arrangements: _____

_____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

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.



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: June 15th 2026	Date of Event:	
Location: 416 Crescent St. Ft Myers Beach, Florida 33931		
Event Start Date/Time: 10Am Sep 5th	Event End Date/Time: 8Pm Sep 6th	
Setup Date: Friday Sep 4th	Setup Time: 8Am	Inspection Time:
Event Sponsor: FMB Bayside LLC		
Sponsor Contact: Sean Sipe	Sponsor Phone #: 239-502-6202	Sponsor Email: events@matanzasinn.com
Anticipated Number of Attendees: 450	Anticipated Number of Event Workers: 25	
Will there be carnival or mechanical rides: No	Number of Stages: 2	
Total Number of Vendors: 20	Total Number of Hot Food Vendors:	
Number of Tents larger than 20 x 20: 0	Number of 10 x 10 Tents: 20	

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).

Sean Sipe
Submitting Party Name (Print)

Submitting Party Name (Sign)

Date: 6/15/26

TENTS, CANOPIES and TEMPORARY MEMBRANE STRUCTURES

Tents and canopies used for occupancy and/or cooking operations are subject to a fire inspection.

Sources of Ignition: Smoking is prohibited in or around tents, canopies, and temporary membrane structures. "No Smoking" signs shall be clearly posted. Fireworks, open flames, and any other device that is capable of igniting combustible materials shall not be used in any area in or around tents, canopies, and temporary membrane structures as well as around any combustible material. **Propane heaters are not permitted inside any enclosed area.**

Applications for any tent, canopy, or temporary membrane structure shall include the following:

1. A site plan with the proposed location of the tent including measurements showing distances to surrounding buildings, and/or property lines. A minimum 20-foot separation and fire access is required.
2. Proposed floor plan of the tent, showing the location and number of exits, fire extinguishers, stages, seating arrangements, tables and, any other items.
3. Certificates of flame retardant shall be submitted with the application and should be the manufacturers' documentation attesting to the certification.
4. Any cooking and/or open flames.
5. Heaters and ventilation.
6. Items specific to the event should be included for review.

FMBFD MAY REQUEST APPLICANTS TO SUBMIT A LIFE SAFETY EVALUATION ALONG WITH A SPECIAL EVENT APPLICATION. Life Safety Evaluation:

1. Name of event, participants, and projected number of attendees.
2. Access and egress movement, including crowd density problems.
3. Medical emergency mitigation plan.
4. Fire hazards.
5. Permanent and temporary structural systems.
6. Severe weather mitigation plan.
7. Civil or other disturbances mitigation plan.
8. Mitigation plan for a hazardous material incident within or near the facility.
9. Relationships among facility management, event participants, emergency response agencies, and others that have a role in the events taking place in the facility.
10.

Please ensure that all items are addressed, any missing and/or incomplete evaluations will result in a delay and/or denial of the submitted application.

TENT INSPECTION CHECKLIST

☐	Fire extinguishers shall be provided by each vendor with a current state inspection tag from a licensed contractor. (Minimum size permitted is 2A:10BC). Operations conducting deep-frying shall have a K Class fire extinguisher with a current state inspection tag.
☐	Propane tanks shall be installed not less than 5 feet from tents, properly secured, and identified.
☐	"No Smoking" signs shall be clearly posted.
☐	Tents larger than 10x10 shall have the manufacturer's flame retardant tag affixed and visible.
☐	Cooking under tents will be permitted **ONLY** when a manufacturer's flame retardant tag is affixed to the tent, the tent is not enclosed (on any side), and only persons preparing food are permitted under the tent. Any size tent that fails to have the affixed flame retardant tag may not be used to cook under.
☐	Heavy duty grounded type only extension cords may be used. Wiring shall not be frayed, damaged, or spliced.
☐	Temporary lights or lamps may be used, but must be UL Listed. Wiring shall not be frayed, damaged, or spliced.
☐	Exit signs and/or emergency lights (if required) must be clearly visible.
☐	Occupant load sign (if required) must be clearly visible.
☐	Tents shall not obstruct any fire department access.

Please be advised that FMBFD inspects tents for the safety of all parties involved. These are minimum safety requirements and all parties must be in compliance.

FLOAT INSPECTION CHECKLIST

It is recommended that owners and/or operators be advised of their compliance with these regulations.

☐	Exhaust pipes on vehicles shall not come in contact with anything flammable on floats.
☐	Exhaust pipes shall be kept clear allowing for proper ventilation of fumes and preventing a carbon monoxide hazard.
☐	All dried vegetation, or similar items being used shall be fire resistant or treated with fire retardant materials. Documentation shall be forwarded to FMBFD for review.
☐	No smoking is permitted on or around any floats.
☐	No re-fueling of generator while generator is running or hot.
☐	All generators shall be secured and provided with a shut-off switch that is easily visible and accessible.
☐	Gasoline containers shall be UL listed type safety cans.
☐	All pull behind trailers and floats shall be equipped with a 2A:10BC fire extinguisher with a current state inspection tag from a licensed contractor. The fire extinguisher shall be mounted so that it is visible and easily accessible.
☐	All seating shall be properly secured to float.
☐	Trailer hitches shall be secured in the locked position by a tie strap or bolt.
☐	Trailers must have safety chains attached to tow vehicle.
☐	All extension cords shall be listed and approved for outdoor use.

Please remember that this list is subject to change and additional fire and life safety requirements may be required.

PYROTECHNICS PERMIT APPLICATION

Please be advised that application must be filed at least 30 days prior to the scheduled event. All permit fees must be paid prior to approval. Permits are non-transferable.

Date of Application: _____

Sponsoring Organization: _____

Phone Emergency Contact Number: _____

Applicant Company Name: _____

Phone Emergency Contact Number: _____

Name and Address of technician: _____

Name(s) of assistants: _____

A copy of the technician's driver's license must be included along with a resume and three (3) references. Please include a copy of all assistants' drivers licenses indicating they are a minimum of 18 years of age.

Date, Time and expected length of show: _____

Location of Display: _____

(Attach aerial site map showing required fall out and safety zones)

DISCHARGE DETAILS: Displays are only permitted to be electronically fired. Please provide detail on quantity, size, type, number of bursts (single/multiple) as well as a description of the display in the space below:

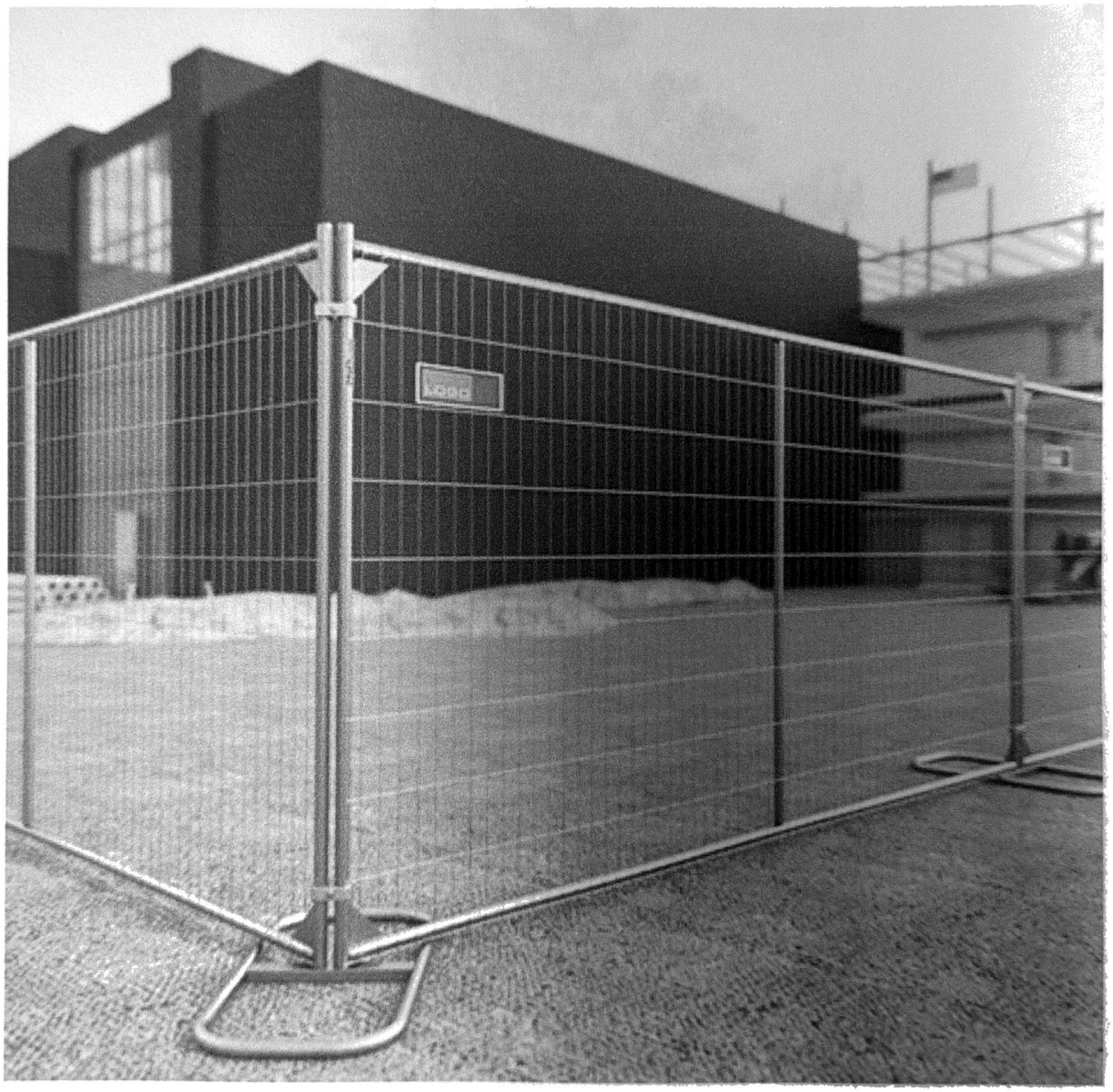
QTY	Size	Type	# of burst	Description of Display

The following documents/information must be submitted **along with completed application:**

1. Event Itinerary
2. Security, Fire Watch Agreement (if required)
3. Coast Guard Application and Approval Letter (if required)
4. FAA Application and Approval Letter (if required)
5. Aerial Site Plan indicating minimum setbacks required radius, per NFPA Standard

Notification shall be given prior to the Life Safety Division **arriving at the site with transport vehicle. Final approval is** subject to an onsite inspection. The FMBFD reserves the right to **deny or revoke any permit for unsafe conditions, acts, or** non-compliance with provisions of applicable standards. Shows may be **cancelled or delayed based on changes in weather** or other conditions as deemed necessary by the onsite Life Safety Division representative.








ALL COUNTY TOILETS

BASH ON THE BAY — OFFICIAL EVENT BRIEF

Submitted to: Lee County Sheriff's Office · Town of Fort Myers Beach · Fort Myers Beach Fire Department

1. EVENT OVERVIEW

Field	Details
Event Name	Bash on the Bay — Labor Day Festival
Host / Organizer	Matanzas Inn / On the Bay
Venue	Matanzas Inn / On the Bay, Fort Myers Beach, FL
Marina Component	On The Bay Marina and Sales Center
Event Dates	Saturday, September 5 · Sunday, September 6 · Monday, September 7 (Labor Day Weekend)
Public Hours	10:00 AM – 10:00 PM (each day)
Setup Begins	6:00 AM (each day)
Breakdown / Close	10:00 PM each day (vendors and staff depart by 11:00 PM)
Event Type	Outdoor public festival — music, food, contests, boat show
Expected Attendance	500 – 2,000 guests per day (general public, all ages)
Admission	See Section 1A — Tiered Pricing Below

1A. ADMISSION PRICING

General Admission — Tiered Pricing

Tier	Period	Adult	Child (under 12)
Early Bird	Month of July	$20	$10
Advance	Month of August	$25	$10
At the Gate	Day of event	$30	$15

VIP Tickets: $149/person

2. VENUE & SITE DESCRIPTION

The event takes place on the grounds of Matanzas Inn / On the Bay, a waterfront property located on Fort Myers Beach. The venue features:

Main Stage Area — Outdoor entertainment stage for live music, DJ sets, and MC-hosted programming

Food Truck Row — Designated row of food trucks along the venue perimeter

Beer Garden — Enclosed outdoor beer garden with licensed alcohol service

Satellite Bars — Multiple satellite bar stations distributed throughout the grounds

Dirty Soda Booth — Non-alcoholic specialty beverage station

Contest Zone — Designated area for eating contests, karaoke finals, and cornhole tournament

Waterfront Contest Area — Dock and waterway access for Kids Fishing Tournament, Kayak Races, and Paddleboard Races

VIP Area — Elevated, fenced VIP section with dedicated entertainment viewing, dining, and private bar service

Arts & Crafts Vendor Area — Designated vendor booths for arts, crafts, and goods sellers

Mini Boat Show — Boats on display at the On The Bay Marina and Sales Center docks (vessels for sale)

3. THREE-DAY EVENT SCHEDULE

Day 1 — Saturday, September 5

Time	Activity
6:00 AM	Vendor & Boat Show Setup Begins
10:00 AM	Gates Open to the Public — Food trucks, beer garden, satellite bars, arts & crafts vendors, sponsors, and nonprofit booths open
10:00 AM	**MC Welcome & Opening Remarks** — Main Stage
10:00 AM – 1:00 PM	**DJ Mike** — Main Stage
1:00 PM – 2:00 PM	**Karaoke Contest** (Crowd Cheer for Winner) — Main Stage
2:00 PM – 5:00 PM	**David** (Virgo Entertainment) — Main Stage
5:00 PM – 6:00 PM	Spotify — Main Stage
6:00 PM – 8:00 PM	**Headliner Performance: Jaquie Roar** — Main Stage
8:00 PM – 10:00 PM	Spotify — Main Stage
10:00 PM	Event Closes — MC Closing Remarks
11:00 PM	Vendor Breakdown Complete / Grounds Clear

Day 2 — Sunday, September 6

Time	Activity
6:00 AM	Vendor & Boat Show Setup Begins
10:00 AM	Gates Open to the Public — Food trucks, beer garden, satellite bars, nonprofit booths, sponsor booths, and arts & crafts vendors open
10:00 AM – 1:00 PM	**Eric** — Reggae Journey — Main Stage
1:00 PM – 2:00 PM	**Watermelon Eating Contest** — Main Stage
2:00 PM – 5:00 PM	**The Sheldon Upchurch Band** — Main Stage
5:00 PM – 7:00 PM	**Karaoke Contest** hosted by DJ Kaveman — Main Stage
7:00 PM – 10:00 PM	**Headliner Performance: ~~Dave Miller~~ Ben Allen Band** — Main Stage
10:00 PM	Event Closes — MC Closing Remarks
11:00 PM	Vendor Breakdown Complete / Grounds Clear

Day 3 — Monday, September 7 (Labor Day)

Time	Activity
6:00 AM	Vendor & Boat Show Setup Begins
10:00 AM	Gates Open to the Public — Food vendors, beer garden, satellite bars, sponsor booths, nonprofit organizations, and arts & crafts vendors open
10:00 AM	**MC Opening Remarks** — Main Stage
10:00 AM – 1:00 PM	**Megan & Aaron** (Duet) — Main Stage
1:00 PM – 2:00 PM	**Oreo & Key Lime Pie Eating Contest** — Main Stage
2:00 PM – 4:00 PM	**Local Comedian Open Mic** — Main Stage (one performer per 30-minute interval; crowd-choice winner by applause)
4:00 PM – 7:00 PM	**Dockside Duo: Aaron & Bernie** (Local Headliner) — Main Stage
7:00 PM – 10:00 PM	Spotify — Main Stage
10:00 PM	Event Closes — MC Closing Remarks
11:00 PM	Vendor Breakdown Complete / Grounds Clear

Note: Spotify music will be played between all scheduled entertainment segments throughout each day.

3A. ON-STAGE CONTEST SCHEDULE

The following contests take place on the **Main Stage** and are hosted by the MC. All contests are open to registered participants and judged by crowd response unless otherwise noted.

Saturday, September 5 — Main Stage Contests

Time	Contest	Format
1:00 PM – 2:00 PM	**Karaoke Contest**	Crowd cheer determines winner

Sunday, September 6 — Main Stage Contests

Time	Contest	Format
1:00 PM – 2:00 PM	**Watermelon Eating Contest**	Fastest finisher wins
5:00 PM – 6:00 PM	**Karaoke Contest**	Crowd cheer determines winner

Monday, September 7 (Labor Day) — Main Stage Contests

Time	Contest	Format
1:00 PM – 2:00 PM	**Oreo & Key Lime Pie Eating Contest**	Fastest finisher wins

3B. OFF-STAGE ACTIVITIES & CONTEST SCHEDULES

The following activity schedules run concurrently with the main stage programming across the festival grounds and waterfront. All water-based events are held at the **Side Dock Designated Area** unless otherwise noted.

Cornhole Tournament — Location: TBD (Festival Grounds)

Day	Time	Activity
Saturday, Sep 5	12:30 PM	Registration & Check-In
Saturday, Sep 5	**1:00 PM**	**Tournament Begins — Bracket Play**
Saturday, Sep 5	**3:00 PM**	**Semifinal Rounds**
Saturday, Sep 5	**4:00 PM**	**Cornhole Tournament Finals & Awards**
Sunday, Sep 6	Open	Casual / Open Play Available
Monday, Sep 7	Open	Casual / Open Play Available

Kids Fishing Tournament — Front Seawall (Left of Finger Docks)

Day	Time	Activity
Sunday, Sep 6	12:30 PM	Registration & Check-In at Front Seawall
Sunday, Sep 6	**1:00 PM**	**Tournament Fishing Begins**
Sunday, Sep 6	**5:00 PM**	Fishing Period Ends — Weigh-In & Judging
Sunday, Sep 6	**6:00 PM**	**Awards Ceremony**

Open to ages 5–15. All participants must have a supervising adult present. PFDs required at all dock and seawall access points. Location: Front seawall to the left of the finger docks.

Kid zone

Kayak / Canoe Race — Side Dock Designated Area

Day	Time	Activity
Sunday, Sep 6	11:30 AM	Registration & Vessel Check-In
Sunday, Sep 6	11:50 AM	Safety Briefing & Course Orientation
Sunday, Sep 6	**12:00 PM**	**Race Heats Begin**
Sunday, Sep 6	**1:00 PM**	**Finals & Awards**

> All participants must wear US Coast Guard-approved PFDs. Water safety personnel will be stationed along the course.

Paddleboard Race — Side Dock Designated Area

Day	Time	Activity
Sunday, Sep 6	11:30 AM	Registration & Board Check-In
Sunday, Sep 6	11:50 AM	Safety Briefing & Course Orientation
Sunday, Sep 6	**12:00 PM**	**Race Heats Begin**
Sunday, Sep 6	**1:00 PM**	**Finals & Awards**

> All participants must wear US Coast Guard-approved PFDs. Water safety personnel will be stationed along the course.

Cardboard Boat Race — Side Dock Designated Area

Day	Time	Activity
Sunday, Sep 6	11:30 AM	Registration & Boat Inspection
Sunday, Sep 6	11:50 AM	Safety Briefing & Course Rules
Sunday, Sep 6	**12:00 PM**	**Cardboard Boat Race Begins**
Sunday, Sep 6	**1:00 PM**	**Finals & Awards**

> All vessels must be constructed entirely of cardboard and tape. Participants must wear US Coast Guard-approved PFDs. Water safety personnel will be on-site.

4. ENTERTAINMENT & PROGRAMMING

Main Stage Lineup

Day	Headliner	Live Acts	DJ / Other
Saturday, Sep 5	**Jaquie Roar** (6:00 PM)	David — Virgo Entertainment (2:00 PM)	DJ Mike (10:00 AM)
Sunday, Sep 6	**Dave Miller Band** (7:00 PM)	The Sheldon Upchurch Band (2:00 PM)	Eric — Reggae Journey (10:00 AM); DJ Kaveman (Karaoke 5:00 PM)
Monday, Sep 7	**Dockside Duo: Aaron & Bernie** (4:00 PM)	Megan & Aaron — Duet (10:00 AM); Local Comedian Open Mic (2:00 PM)	—

MC: Host and announcer throughout all three days.

Contests & Competitions

Contest	Type	Day	Location
Karaoke Contest	Crowd cheer	Saturday, Sep 5 — 1:00 PM	Main Stage
Watermelon Eating Contest	Eating competition	Sunday, Sep 6 — 1:00 PM	Main Stage
Karaoke Contest	Crowd cheer	Sunday, Sep 6 — 5:00 PM	Main Stage
Oreo & Key Lime Pie Eating Contest	Eating competition	Monday, Sep 7 — 1:00 PM	Main Stage
Local Comedian Open Mic	Performance competition	Monday, Sep 7	Main Stage
Kids Fishing Tournament	Fishing (ages 5–15)	Sunday, Sep 6 — 1:00 PM (Awards 6:00 PM)	Front Seawall (left of finger docks)
Kayak / Canoe Race	Water race	Sunday, Sep 6 — 12:00 PM (Finals 1:00 PM)	Side Dock Designated Area
Paddleboard Race	Water race	Sunday, Sep 6 — 12:00 PM (Finals 1:00 PM)	Side Dock Designated Area
Cardboard Boat Race	Water race	Sunday, Sep 6 — 12:00 PM (Finals 1:00 PM)	Side Dock Designated Area
Cornhole Tournament	Yard game tournament	Saturday, Sep 5 — 1:00 PM (Finals 4:00 PM)	Location TBD (Festival Grounds)

All contests are pre-registered via the event website. Walk-up registration may be available subject to capacity.

5. FOOD & BEVERAGE OPERATIONS

Food Service

Food Truck Row: Multiple licensed food trucks offering a variety of cuisines (seafood, BBQ, Caribbean, pizza, and more)

Arts & Crafts / Goods Vendors: Non-food vendor booths on the grounds

Alcohol Service

Beer Garden: Enclosed, designated alcohol consumption area with licensed staff

Satellite Bars: Multiple bar stations distributed across the venue grounds

All alcohol service is conducted by licensed and trained bartenders. Wristband identification checks will be enforced at all alcohol service points. A valid Florida alcohol beverage license will be obtained prior to the event.

Non-Alcoholic Beverages

Dirty Soda Booth: Specialty non-alcoholic soda station available to all guests

6. VENDOR INFORMATION

Vendor Category	Estimated Count
Food Trucks	6 – 10
Arts & Crafts / Goods Vendors	10 – 20
Beer Garden / Bar Operators	1 licensed operator
Dirty Soda Booth	1

All vendors are required to submit a completed vendor application, provide proof of applicable licenses (food handler, business license), and comply with all Lee County health and safety regulations. Vendor contracts will be executed prior to the event.

Vendor Space & Rental Rates

Vendor Type	Rate
10×10 Tent Rental Space	$175.00 per day
Non-Profit Booth	$100.00 per day

Food Truck / Trailer Pricing

Two pricing options are available for food vendors. Vendors must select one option at the time of application.

Option 1 — Flat Daily Rate

Truck / Trailer Size	Daily Rate
Small food truck or trailer	$200.00 per day
Large food truck	$300.00 per day

Option 2 — Reduced Daily Rate + Percentage of Sales

Truck / Trailer Size	Daily Rate	Sales Percentage
Small food truck or trailer	$150.00 per day	10% of gross sales
Large food truck	$200.00 per day	10% of gross sales

Sponsorship Packages

Tier	Investment	Benefits
Bronze	$500	Vendor booth space · Logo on event website · Logo on social media
Silver	$1,000	Premium booth space · Stage shout-out · Logo on event website · Logo on social media
Gold	$2,500	Large active area with tent and tables · Logo on all marketing materials · VIP tickets to the event · Stage shout-out

7. BOAT SHOW — ON THE BAY MARINA AND SALES CENTER

A mini boat show will be held at the On The Bay Marina and Sales Center docks, adjacent to the main festival grounds. Boats will be on static display for viewing and purchase inquiry. No boat launches or water demonstrations are planned during the event. A knowledgeable sales team will be on-site throughout all three days.

8. CROWD MANAGEMENT & SECURITY PLAN

Estimated Attendance: 500 – 2,000 guests per day

Entry Points: Designated main entrance with controlled access for VIP ticket holders

VIP Area: Fenced and separately managed VIP section with dedicated entry

Private Security: Licensed private security personnel will be stationed at entry points, the beer garden, VIP area, and throughout the grounds. Staffing levels will be proportional to expected attendance each day.

Crowd Flow: Vendor rows and activity zones are designed to distribute foot traffic across the grounds and prevent bottlenecks near the main stage.

Alcohol Management: Wristband system for age verification; no outside alcohol permitted on grounds; trained staff to identify and address intoxication.

No Re-Entry Policy: Guests who leave the venue will be required to re-enter through the main entry checkpoint.

9. EMERGENCY & SAFETY PLAN

Medical

A designated first aid station will be established on the grounds with trained first aid personnel on-site throughout the event each day. Emergency vehicle access lanes will be maintained clear at all times along the venue perimeter. The nearest hospital is Lee Health — Gulf Coast Medical Center, approximately 10 miles from the venue.

Fire Safety

All food truck and vendor operators are required to have appropriate fire extinguishers on-site and comply with Lee County fire code. The beer garden and VIP tent structures will be flame-retardant and maintain required clearances from heat sources. No open flames, fireworks, or pyrotechnics are planned for this event. Fire lanes will be clearly marked and kept clear at all

times. Event organizers will coordinate with the Fort Myers Beach Fire Department prior to the event for a site walk-through.

Severe Weather

The event is rain-or-shine. In the event of severe weather (lightning, tropical storm conditions), the MC will announce shelter-in-place or evacuation procedures. A designated severe weather shelter area will be identified and communicated to staff and security prior to the event. Event organizers will monitor the National Weather Service forecast in the days leading up to the event.

Waterfront Safety

All waterfront contest activities (Kids Fishing Tournament, Kayak Races, Paddleboard Races) will be supervised by designated water safety personnel. Life rings and throw bags will be stationed at all dock and waterway access points. Participants in water-based contests will be required to wear US Coast Guard-approved personal flotation devices (PFDs). A designated water safety officer will oversee all waterfront activities.

10. PARKING & TRANSPORTATION

On-Site Parking: Available at Matanzas Inn / On the Bay

Nearby Public Parking: Public lots within walking distance on Fort Myers Beach

Rideshare: Designated rideshare pickup/drop-off zone at the venue entrance

Shuttle Service: Shuttle service from designated off-site parking areas will be available (details to be confirmed)

Traffic Management: Event organizers will coordinate with local authorities for any necessary traffic control measures on adjacent roadways.

11. NOISE & AMPLIFICATION

Amplified music will be performed on the main stage from 10:00 AM through 10:00 PM each day. All sound equipment will be operated by a professional sound engineer. Sound levels will be managed in compliance with Lee County noise ordinances. The stage will be oriented to direct sound away from residential areas to the extent possible.

12. CONTACT INFORMATION

Role	Name / Details
Event Organizer / Venue	Sean Sipe — Matanzas Inn / On the Bay · (239) 502-6202 · events@matanzasinn.com
Primary Event Contact	Sean Sipe — (239) 502-6202 · events@matanzasinn.com
On-Site Event Managers	Eric Chanlatte · Nicole Ivankovic · Brian Torres Morales
Security Lead	Eric Chanlatte
Water Safety Officer	Nicole Ivankovic

13. PERMITS & LICENSES

The following permits and licenses will be obtained prior to the event. Copies will be provided to relevant authorities upon request.

- Special Event Permit — Town of Fort Myers Beach
- Temporary Food Service Permit — Lee County Health Department
- Alcoholic Beverage License / Temporary Permit — Florida Division of Alcoholic Beverages and Tobacco
- Noise / Amplified Sound Permit (if required)
- Waterway / Dock Use Authorization (for water-based contests)
- Fire Safety Inspection — Fort Myers Beach Fire Department

This document was prepared by the organizers of Bash on the Bay on behalf of Matanzas Inn / On the Bay. All information is subject to change. Updated versions will be provided to relevant authorities as needed.

Labor Day Festival - Saturday, September 5
Event Schedule

10:00 AM - Gates Open

Food trucks, beer garden, satellite bars, arts & crafts vendors, sponsors, and nonprofit booths open
to the public.

MC Welcome & Opening Remarks on the Main Stage.

10:00 AM – 1:00 PM

DJ Mike on the Main Stage.

1:00 PM – 2:00 PM

Karaoke Contest with DJ Mike on main stage

2:00 PM – 5:00 PM

The David with Virgo Ent. Band Main Stage.

5:00 PM – 6:00 PM

Spotify

6:00 PM – 8:00 PM

Headliner Performance: **Jaquie Roar**

8:00 PM – 10:00 PM

Spotify performs on the Main Stage.

Labor Day Festival - Sunday, September 6
Event
Schedule

10:00 AM - Gates Open

Food trucks, beer garden, satellite bars, nonprofit booths, sponsor booths, and arts & crafts vendors open to the public.

10:00 AM – 1:00 PM

Artist Eric Reggae Sounds on the Main Stage.

1:00 PM – 2:00 PM

Watermelon eating contest. Main Stage

2:00 PM – 5:00 PM

TheSheldon Upchurch Band Performance on the Main Stage.

5:00 PM – 7:00 PM

Karaoke Contest DJ Kaveman

7:00 PM – 10:00 PM

Headliner Performance: **Dave Miller Band.**

10:00 PM

MC Closing Remarks.

Labor Day Festival - Monday, September 7

Event

Schedule

10:00 AM - Gates Open

Food vendors, beer garden, satellite bars, sponsor booths, nonprofit organizations, and arts &
crafts vendors open to the public.
MC Opening Remarks on the Main Stage.

10:00 AM – 1:00 PM

Artists Megan and Aaron on the Main Stage.

1:00 PM – 2:00 PM

Oreo Pie & Key Lime Pie Eating Contest on main stage

2:00 PM – 4:00 PM

Local Comedian Open Mic (one per 30 min intervals)
Followed by crowds choice of winner(applause base)

4:00 PM – 7:00 PM

TheDock Dockside Duo Band Performance on the Main Stage.

7:00 PM – 10:00 PM

Spotify to the end

Throughout Any Performance Breaks

Spotify music will be played between scheduled entertainment segments.

Off-stage events

Cornhole tournament

Saturday Starts at 1pm location tbd

Kids Fishing Tournament

Sunday starts at 1pm at the front seawall to the(left of finger docks)

Kayak/Canoe Race

Sunday 12pm side lock designated area

Paddle Board Race

Sunday 12pm side lock designated area

Cardboard Boat Race

Sunday 12pm side lock designated area

On stage Contests:

Saturday September 5th

1pm contest Karaoke Contest(Crowd Cheer for Winner)

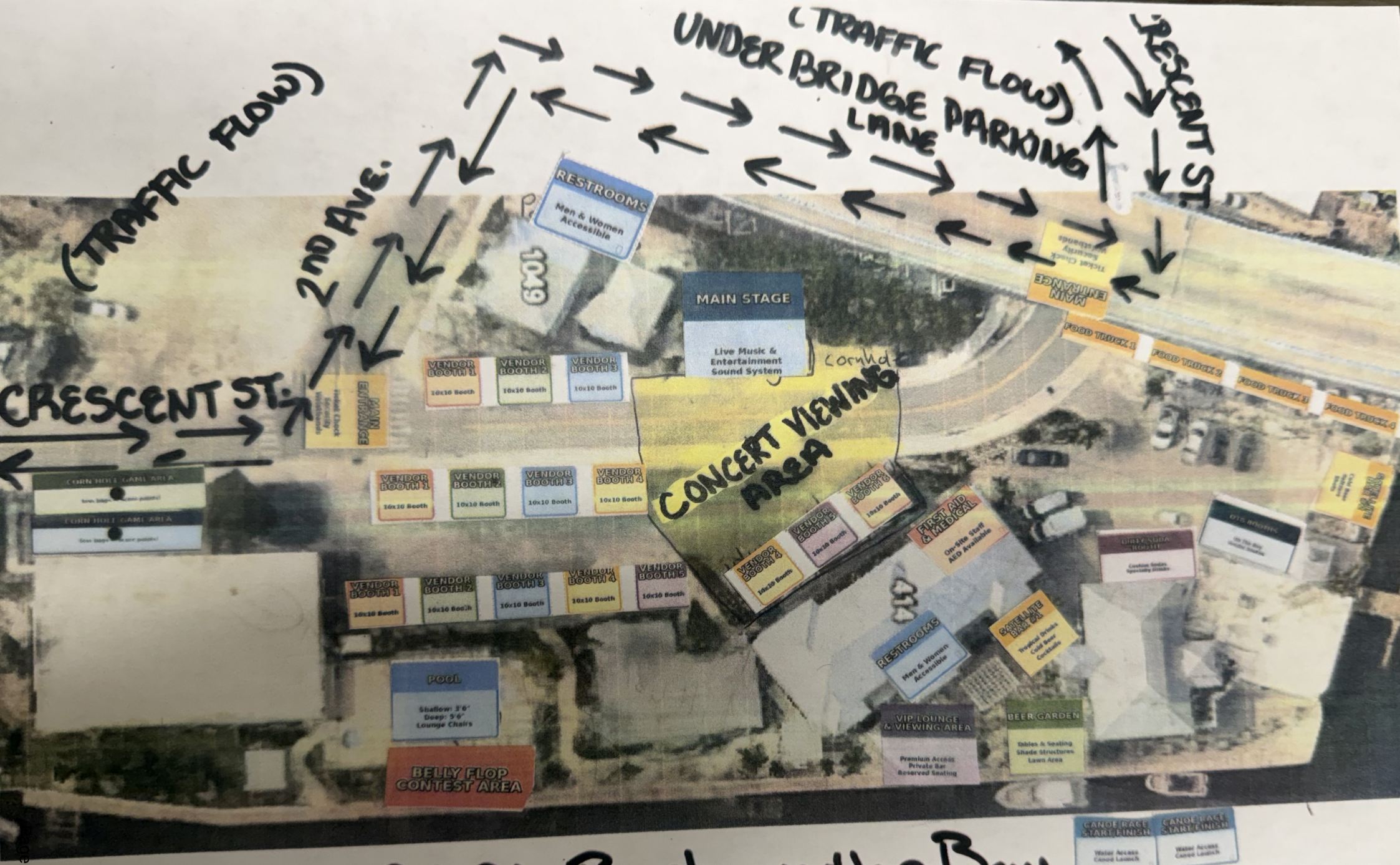
Sunday September 6th

1pm Watermelon Eating Contest

5pm contest Karaoke Contest(Crowd Cheer for Winner)

Monday September 6th

1pm Oreo Key lime Pie Eating Contest



2026 Bash on the Bay Flow Plan

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-645**

1. **Request:**

Meeting Date: August 3, 2026

Approval of a Special Event for the Island Hopper Songwriter Festival to be held September 25 through September 27, 2026, at Bayside Veterans Park, Fort Myers Beach, from 4:00 PM to 10:00 PM on September 25, 3:00 PM to 10:00 PM on September 26, and 1:00 PM to 4:30 PM on September 27, as requested by President Jacki Liszak of the Fort Myers Beach Chamber of Commerce in partnership with iHeartMedia, including setup beginning at 12:00 PM on September 25, amplified live music on the permanent stage, and a waiver of the Town's open-container restrictions within Bayside Veterans Park, subject to compliance with all applicable Town requirements and final 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 of the Town of Fort Myers Beach Code of Ordinances because the event requires Town Council approval for the requested waiver of the Town's noise and open-container regulations, as well as authorization for the use and rental of Town-owned property at Bayside Veterans Park.

What the action accomplishes:

Approve the Special Event Application and its applicable waivers.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Other	Nora Skipper, Digital Marketing & Special Event Coordinator

5. **Background:**

The Fort Myers Beach Chamber of Commerce, in partnership with iHeartMedia, has submitted a Special Event Application for an Island Hopper Songwriter Festival at Bayside Veterans Park from September 25 through September 27, 2026.

The Island Hopper Songwriter Fest is a multi-community live music festival featuring more than 60 free performances by singer-songwriters affiliated with Broadcast Music, Inc. Performers appear at venues throughout Captiva Island, Cape Coral, Downtown Fort Myers, and Fort Myers Beach, sharing both original music and the stories behind their songs in intimate settings. The 2026 festival will conclude on Fort Myers Beach from September 25 through September 27, with performances at Bayside Veterans Park presented locally by the Fort Myers Beach Chamber of Commerce and iHeartMedia. The festival includes a range of musical styles, including acoustic, folk, and alternative rock, along with select ticketed experiences, and was ranked the top music festival in the 2024 USA Today 10Best Readers' Choice Awards. The Fort Myers Beach portion is expected to attract approximately 200 to 300 attendees per day.

Attachments:

1. Sept 25th Island Hopper Festival App
2. FMBC Bayside Concert Park Layout - 2026

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, Digital Marketing & Special Event Coordinator	Created/Initiated - 7/10/2026
Abigail Eberhart, Public Information Officier	Approved - 7/22/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/22/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/22/2026

Town of Fort Myers Beach

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

Name of event Island Hopper Songwriter Festival

Attach separate sheet of paper with detailed description of event

Date(s) and times of event Sept 25 -4 pm-10pm; Sept 26- 3 pm-10 pm & Sept 27 -1pm- 4:30pm

Address of event Bayside Veterans Park -corner of Old San Carlos Blvd and First St.

Expected # of participants/attendees 200- 300 attendees per day

Sponsoring Organization FMB Chamber of Commerce/ iHeart Media

Organization address 100 Lovers Lane #30, FMB, FL 33931

Contact Person/Phone# Jacki Liszak 954-415-2233/ Frank Harris 941-536-4045

E-mail Jacki@fmbchamber.com/frankharris@iheartmedia.com

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

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

How many Spaces? N/A How many hours N/A

Extension of Premises? Y [ ] N [X] ABT Form N/A How many days? ____ (Over 3 days needs to go to Council)

Letters of Permission to use Property Town Owned

Letters of Permission to use Parking N/A Parking Plan N/A

Site Plan Attached Insurance _____ (Naming Town of FMB as Certificate Holder)

Requesting Water Y [ ] N [X] Electric Y [X] N [ ]

Requires Council Approval:

Waiver of open container Y [X] N [ ] Waiver of Town parking fees Y [ ] N [X]

Old San Carlos - Veteran's Bayside Park

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

Applicant Signature _____

Printed Name JACKI LISZAK / FMB CHAMBER

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.

Fort Myers Beach Fire Control District

Life Safety Branch

100 Voorhis Street · Fort Myers Beach, Florida 33931
Phone (239) 590-4210 • Email: prevention@FMBFirefl.gov

Special Events Application and Guidebook

Event Type:

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

Date of Application: 4-28-2026	Date of Event: Sept. 25, 26 and 27, 2026
Location: Bayside Veterans Park - corner of Old San Carlos and First St. FMB, FL 33931	
Event Start Date/Time: Sep. 25 @ 6pm	Event End Date/Time: Sep. 28 @ 6pM

Setup Date: Sept 25	Setup Time: 12pm	Inspection Time:
Event Sponsor: FMB Chamber of Commerce/ iHeart Media		
Sponsor Contact: Jacki Liszak/ Frank Harris	Sponsor Phone #: 954-415-2233/941-586-4065	Sponsor Email: Jacki@fmbchamber.com/frankharris@iHeartmedia.com

Anticipated Number of Attendees: 200-300	Anticipated Number of Event Workers: 10
Will there be carnival or mechanical rides: No	Number of Stages: 1- permanent stage at Bayside Veterans Park
Total Number of Vendors: N/A	Total Number of Hot Food Vendors: N/A
Number of Tents larger than 20 x 20: 0	Number of 10 x 10 Tents: 4

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.

iHeart Frank Harris 941-586-4065 2 tents; Tunaskin Ben Duval 239-330-3388 ext. 700; Alison Giesen VCB ~~23~~-220-7223

<u>Please Note:</u> If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors, with full contact information, must be provided to the Fort Myers Beach Fire District. This information shall include contact name, number, and e-mail. All inspection fees will be due at time of service, and must be paid prior to release of any approvals.

Event applications <u>submitted less than thirty (30) days prior to the event will be subject to additional fees.</u> An expedited review may be requested and will be based upon availability, additional fees will apply.

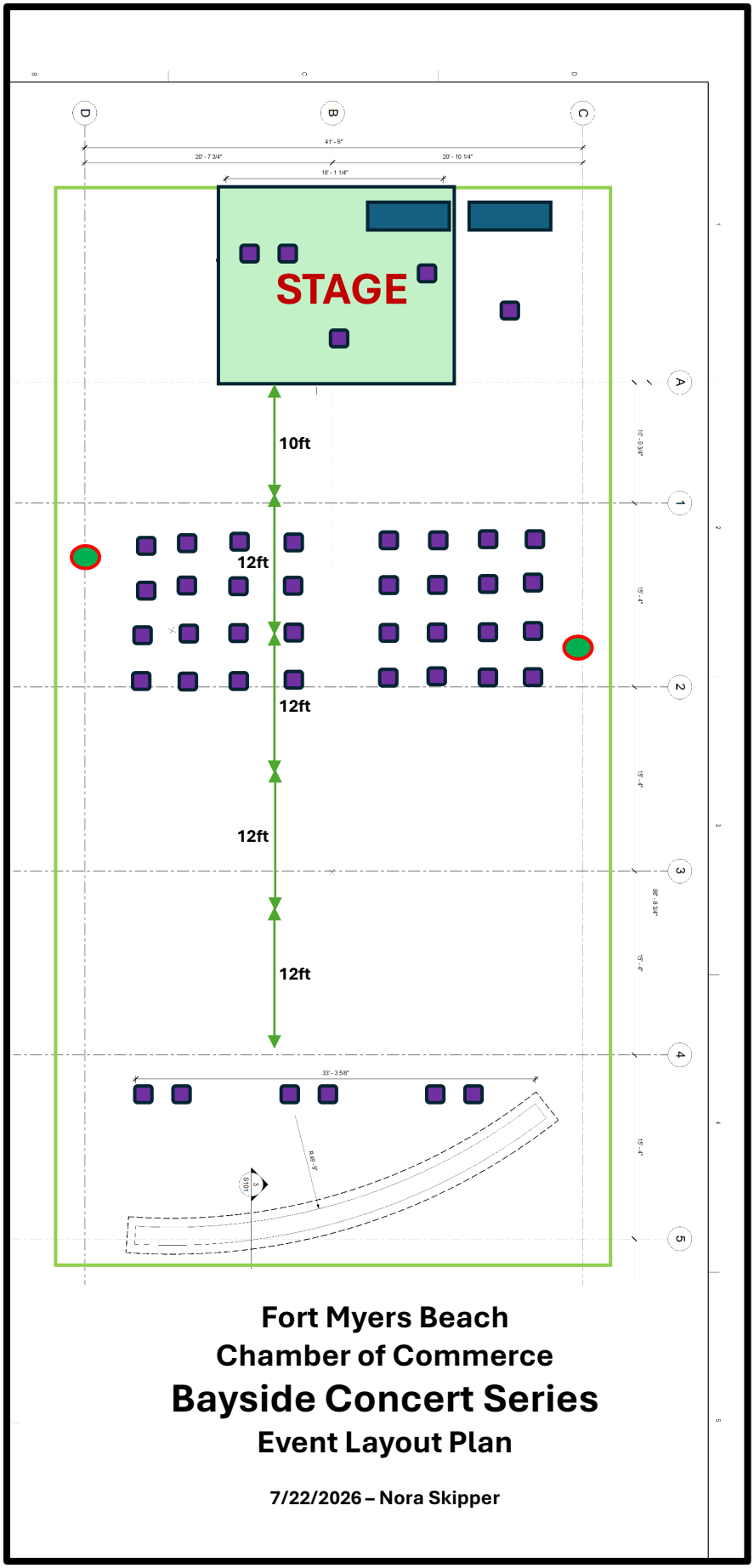
Applications shall include the following:

1. A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
2. A life safety evaluation may be required based on the size of the event in accordance with the fire code.
3. All vendors should review FMBFD guidelines, on our website at www.FMBFirefl.gov
4. Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Jacki Liszak / FMB Chamber

Submitting Party Name (Print) Submitting Party Name (Sign)

Date: 6/1/2026



Symbols

Music Equipment
30" W x 20" D

Folding Chair
18.5" W x 21" D
(40 Average estimate)

Canopy Support Pole
Approx. 16" Diameter

All dimensions shown are approximate and subject to field verification.

Fort Myers Beach Chamber of Commerce

Bayside Concert Series

Event Layout Plan

7/22/2026 – Nora Skipper

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-655**

1. **Request:**

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A REOCURRING SPECIAL EVENT PERMIT FOR THE BAYSIDE CONCERT SERIES HOSTED BY THE TOWN OF FORT MYERS BEACH AND THE GREATER FORT MYERS BEACH AREA CHAMBER OF COMMERCE AT BAYSIDE VETERANS PARK; GRANTING WAIVERS OF THE TOWN'S NOISE ORDINANCE AND OPEN CONTAINER REGULATIONS TO ALLOW AMPLIFIED LIVE MUSIC ON DESIGNATED SUNDAYS FROM 4:00 P.M. TO 8:00 P.M.; ESTABLISHING A ONE-YEAR PERMIT TERM SUBJECT TO APPLICABLE STAFF CONDITIONS AND FINAL APPROVALS FROM THE LEE COUNTY SHERIFF'S OFFICE AND THE FORT MYERS BEACH FIRE CONTROL DISTRICT; PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

This action is necessary pursuant to Section 22-7 of the Town of Fort Myers Beach Code of Ordinances, as the requested Special Event Permit includes waivers of the Town's Noise Ordinance, Open Container regulations, and rental of Town Property. Council approval is also requested to establish a one-year permit term in place of the previously approved indefinite authorization.

What the action accomplishes:

This action authorizes the continuation of the Bayside Concert Series for a one-year permit term, including the requested waivers, and establishes a defined expiration date allowing future Council consideration for permit renewal.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Nora Skipper, Digital Marketing & Special Event Coordinator

5. **Background:**

The Bayside Concert Series was originally approved by the Town Council on November 6, 2023, as a recurring special event at Bayside Veterans Park. The series is presented in partnership with the Greater Fort Myers Beach Area Chamber of Commerce, Snug Harbor Waterfront Restaurant, and Wahoo Willie's Waterfront Restaurant and has been conducted on nearly every Sunday since its original approval. Because the original approval was granted without a defined expiration date, staff is recommending approval of the event for a one-year permit term. This approach provides the Town Council with the opportunity to periodically review the event, evaluate its continued success, and consider any operational or policy changes before considering future permit renewals. Approval will include waiver of the Town's Noise Ordinance and Open Container Regulations to allow amplified, live music on designated Sundays from 4:00 p.m. to 8:00 p.m. at Bayside Veterans Park for a one-year period. Subject to applicable staff conditions and final approvals from the Lee County Sheriff's Office and the Fort Myers Beach Fire Control District.

Attachments:

1. NS 26-160, Bayside_Concert_Series (1)

Financial Impact:

6. **Alternative Action**

As an alternative, the Town Council may elect to continue the existing recurring approval structure established by the November 6, 2023, Council action, allowing the Bayside Concert Series to operate under its previously approved authorization and associated waivers. The Town Council may also deny the requested Special Event Permit and associated waivers.

7. **Management Recommendations:**

Approve the Special Event and its requested waivers.

8. **Recommended Approval:**

Nora Skipper, Digital Marketing & Special Event Coordinator	Created/Initiated - 7/15/2026
Conor Nally, Contracts & Procurement Manager	Approved - 7/15/2026
Abigail Eberhart, Public Information Officier	Approved - 7/20/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/20/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/22/2026

RESOLUTION NUMBER 26-160

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A REOCURRING SPECIAL EVENT PERMIT FOR THE BAYSIDE CONCERT SERIES HOSTED BY THE GREATER FORT MYERS BEACH AREA CHAMBER OF COMMERCE AT BAYSIDE VETERANS PARK; GRANTING WAIVERS OF THE TOWN'S NOISE ORDINANCE AND OPEN CONTAINER REGULATIONS TO ALLOW AMPLIFIED LIVE MUSIC ON DESIGNATED SUNDAYS FROM 4:00 P.M. TO 8:00 P.M.; ESTABLISHING A ONE-YEAR PERMIT TERM SUBJECT TO APPLICABLE STAFF CONDITIONS AND FINAL APPROVALS FROM THE LEE COUNTY SHERIFF'S OFFICE AND THE FORT MYERS BEACH FIRE CONTROL DISTRICT; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Section 22-7 of the Town of Fort Myers Beach Code of Ordinances authorizes the Town Council to approve Special Event Permits and to grant associated waivers of the Town's Noise Ordinance, Open Container regulations, and rental of Town property; and

WHEREAS, the Bayside Concert Series was originally approved by the Town Council on November 6, 2023, as a recurring special event at Bayside Veterans Park, presented in partnership with the Greater Fort Myers Beach Area Chamber of Commerce, Snug Harbor Waterfront Restaurant, and Wahoo Willie's Waterfront Restaurant; and

WHEREAS, the Bayside Concert Series has been conducted weekly on Sunday since its original approval and has become a valued community event for residents and visitors; and

WHEREAS, the original approval was granted without a defined expiration date, and staff recommend establishing a one-year permit term to provide the Town Council with the opportunity to periodically review the event, evaluate its continued success, and consider any operational or policy changes prior to future permit renewal; and

WHEREAS, the Town Council finds and determines that it is in the best interest of the Town and its citizens to approve this reoccurring Special Event Permit for the Bayside Concert Series, including the requested waivers of the Town's Noise Ordinance and Open Container

regulations, for a one-year period, subject to applicable staff conditions and final approvals from the Lee County Sheriff's Office and the Fort Myers Beach Fire Control District.

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

Section 1. That the above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein.

Section 2. That the Town Council hereby reapproves the Special Event Permit for the Bayside Concert Series hosted by the Greater Fort Myers Beach Area Chamber of Commerce, authorizing amplified live music on designated Sundays from 4:00 p.m. to 8:00 p.m. at Bayside Veterans Park.

Section 3. That the Town Council hereby grants waivers of the Town's Noise Ordinance and Open Container regulations as necessary to allow the Bayside Concert Series to operate as described herein.

Section 4. That the Special Event Permit shall be issued for a one-year term from the date of adoption of this Resolution, subject to applicable staff conditions and final approvals from the Lee County Sheriff's Office and the Fort Myers Beach Fire Control District.

Section 5. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this ___ day of August 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 _____.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-672**

1. **Request:**

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE MAINTENANCE AGREEMENT NO. BEK14 (FM NO. 432729-1-78-19) BETWEEN THE TOWN OF FORT MYERS BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR MOWING, LITTER REMOVAL, AND MECHANICAL SWEEPING MAINTENANCE SERVICES ALONG STATE ROAD 685; AUTHORIZING THE MAYOR TO EXECUTE ANY FURTHER DOCUMENTS, INCLUDING RENEWALS, NECESSARY TO EFFECTUATE THE AGREEMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Approval is necessary to authorize the Town to perform maintenance services on the SR 685 segment under FDOT's jurisdiction and to establish the Town's eligibility to receive FDOT compensation for that work.

What the action accomplishes:

This action authorizes execution of the MOA between the Town and FDOT, establishing the Town's responsibility for maintenance services on the SR 685 segment in exchange for FDOT compensation over a three-year initial term.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Jeff Hauge, Community Services Director

5. **Background:**

This Memorandum of Agreement (MOA No. BEK14, FM No. 432729-1-78-19) between the Town of Fort Myers Beach and the Florida Department of Transportation (FDOT) authorizes the Town to provide routine maintenance services on SR 685 (Main Street to Estero Boulevard), Milepost 0.000–0.659, within FDOT right-of-way. Services include large and small machine mowing, manual weed control, litter removal, and mechanical sweeping, as detailed in Attachment A (Locations and Prices) and Attachment B (Specifications). The Agreement is authorized under Section 334.044, Florida Statutes, which grants FDOT authority to enter into maintenance agreements with local governmental entities, and requires a Town Resolution authorizing its officers to execute the Agreement.

The Agreement establishes an initial three-year service term, beginning fourteen calendar days after issuance of FDOT's Notice to Proceed (or the date the Town begins work, whichever is earlier), with an option for a subsequent three-year renewal term contingent on satisfactory performance and Legislative appropriation. FDOT will compensate the Town quarterly, with an annual contract amount of $7,990.35 and a total three-year contract value of $23,971.05, unless later amended.

Approval of this item authorizes the Mayor to execute the MOA on behalf of the Town, consistent with the accompanying Resolution.

Attachments:

1. 26-166, FDOT MOA
2. Exhibit A, FDOT Memorandum of Agreement

Financial Impact:
The Agreement provides FDOT compensation to the Town of $7,990.35 annually, for a total of $23,971.05 over the three-year initial term, with no matching funds required from the Town.

6. **Alternative Action**
Do not approve the MOA, which would leave the Town without FDOT authorization to perform maintenance services on SR 685 and forgo the associated FDOT compensation.

7. **Management Recommendations:**
Staff recommends approval of the MOA, as it formalizes an existing revenue-generating maintenance responsibility with FDOT under clearly defined terms and compensation.

8. **Recommended Approval:**

Conor Nally, Contracts & Procurement Manager	Created/Initiated - 7/17/2026
Jeff Hauge, Community Services Director	Approved - 7/17/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/21/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/22/2026

RESOLUTION NUMBER 26-166

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE MAINTENANCE AGREEMENT NO. BEK14 (FM NO. 432729-1-78-19) BETWEEN THE TOWN OF FORT MYERS BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MOWING, LITTER REMOVAL, AND MECHANICAL SWEEPING MAINTENANCE SERVICES ALONG STATE ROAD 685 (MAIN STREET), SUBJECT TO LEGAL REVIEW; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY FURTHER DOCUMENTS, INCLUDING RENEWALS, NECESSARY TO EFFECTUATE THE AGREEMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Section 334.044, Florida Statutes, authorizes the Florida Department of Transportation ("FDOT") to enter into agreements with local governmental entities for the maintenance of facilities on the State Highway System; and

WHEREAS, FDOT has presented the Town with proposed Maintenance Agreement No. BEK14, FM No. 432729-1-78-19 (the "Agreement"), under which the Town would furnish large and small machine mowing, manual weed control, litter removal, and mechanical sweeping services along State Road 685 (Main Street) from Mile Post 0.000 to 0.659, as more particularly described in Attachments A and B to the Agreement; and

WHEREAS, the Agreement provides for an initial three (3) year service term, with an option for an additional three (3) year renewal term upon mutual agreement of the parties and satisfactory performance evaluations by FDOT; and

WHEREAS, FDOT shall compensate the Town for the services rendered under the Agreement in three (3) quarterly lump sum payments of $1,997.59 and one (1) quarterly lump sum payment of $1,997.58, for a total annual contract amount of $7,990.35 and a total three (3) year contract amount of $23,971.05, unless the Agreement is amended; and

WHEREAS, the Town Manager has reviewed the proposed Agreement and has forwarded this item to the Town Council for consideration during a regularly scheduled meeting; and

WHEREAS, it is in the best interest of the Town to enter into the Agreement with FDOT as provided herein.

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 Maintenance Agreement No. BEK14 with the Florida Department of Transportation, substantially in the form attached hereto as Exhibit A, and authorizes the Town Manager to execute the Agreement, subject to legal review, to execute any further documents, including renewals, necessary to effectuate the Agreement, and to expend budgeted funds on behalf of the Town.

Section 3. This resolution shall take effect immediately upon adoption.

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

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

ADOPTED this ____ day of _____, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Nancy Stuparich, Town Attorney

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF AGREEMENT

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and **TOWN OF FORT MYERS BEACH** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. 26-166 dated the 3rd day of August, 2026, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

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

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to be performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or

desirable shall be left to the absolute discretion of the Director.

7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty **(60)** days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14th) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement annually, as follows:

   Three (3) quarterly lump sum payments will be made in the amount of **One Thousand Nine Hundred Ninety-Seven Dollars and Fifty-Nine Cents ($1,997.59).**

   One (1) quarterly lump sum payment will be made in the amount of **One Thousand Nine Hundred Ninety-Seven Dollars and Fifty-Eight Cents ($1,997.58).**

   The total annual contract/expenditure amount is **Seven Thousand Nine Hundred Ninety Dollars and Thirty-Five Cents ($7,990.35)** unless the contract is amended.

The total contract amount, unless amended, for all three (3) years is **Twenty-Three Thousand Nine Hundred Seventy-One Dollars and Five Cents ($23,971.05)**.

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.
3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statues. Deliverable(s) must be received and accepted in writing by the Contract Manager on the **DEPARTMENT's** invoice transmittal forms prior to payment. If the **DEPARTMENT** determines that the performance of the **AGENCY** is unsatisfactory, the **DEPARTMENT** shall notify the **AGENCY** for the deficiency to be corrected, which the correction shall be made within a time frame to be specified by the **DEPARTMENT**. The **AGENCY** shall, within five days after notice from the **DEPARTMENT**, provide the **DEPARTMENT** with a corrective action plan describing how the **AGENCY** will address all issues of contract non-performance, unacceptable performance, failure toe meet the minimum performance levels, deliverable deficiencies, or non-compliance with the Agreement. If the corrective action plan is unacceptable to the **DEPARTMENT**, the **AGENCY** shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the **AGENCY** resolves the deficiency. If the deficiency is subsequently resolved, the **AGENCY** may bill the **DEPARTMENT** for the retained amount during the next billing period. If the **AGENCY** is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement term.
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.
6. 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.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the

invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.
10. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **AGENCY**'S general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
12. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 any public entity and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE**. The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or

companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $250,000 per person and $500,000 each occurrence, and property damage insurance of at least $50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

2. **WORKER'S COMPENSATION**. The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

3. To the extent permitted by law, **AGENCY** shall indemnify, defend and hold harmless **DEPARTMENT** against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of **AGENCY**, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by **AGENCY** hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by **AGENCY** to indemnify **DEPARTMENT** for the negligent acts or omissions of DEPARTMENT, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by **AGENCY** to be sued by third parties in any manner arising out of this agreement. The **AGENCY** shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold **DEPARTMENT** harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the **AGENCY** shall survive termination of this agreement.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

3. E-Verify. The Agency shall utilize the U.S. Department of Homeland Security’s E-Verify

system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.
2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   If the Agreement is terminated before performance is completed, the **AGENCY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.
2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement

shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

ATTACHMENT A – Location and Cost Breakdown
ATTACHMENT B – Description of Maintenance Activities

IX. EXECUTION

In witness whereof, the **TOWN OF FORT MYERS BEACH** has caused this Agreement to be executed in its behalf, by the Mayor or its designee, as authorized by its Resoluti on, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____, _____. FDOT to enter effective date.

FORT MYERS BEACH, FLORIDA

ATTEST:

CLERK NAME Amy Baker, Town Clerk	SIGNATURE Mayor
(SEAL)	TITLE
	Dan Allers Aug. 3, 2026
DATE	PRINT NAME DATE

LEGAL REVIEW:

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

JS

DISTRICT MAINTENANCE ENGINEER	DISTRICT ONE SECRETARY OR DESIGNEE
Jonathan M. Sands, P.E.	John Kubler, P.E.
PRINT NAME	PRINT NAME
DATE	DATE
LEGAL REVIEW:	AVAILABILITY OF FUNDS APPROVAL:
	2/26/2026
DATE	

ATTACHMENT "A"
LOCATIONS AND PRICES FOR TOWN OF FORT MYERS BEACH

Location: 1

Section: **12004000** **Mile Post:** **0.000 - 0.659**

State Road: **SR 685 Main Street to Estero Boulevard**

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	0.965	Acres	18.5	$18.50	$330.27
Small Machine Mowing	0.258	Acres	59	$59.00	$898.10
Manual Weed Control	3	Acres	295.17	$295.17	$261,375.99
Litter Removal	20	Acres	10.25	$10.25	$2,101.25
Mechanical Sweeping	5	Miles	35	$35.00	$6,125.00

SUMMARY

Activity	Quantity	Units Cost	Cycles
Large Machine Mowing	0.965	$18.50	11
Small Machine Mowing	0.258	$59.00	11
Manual Weed Control	3	$295.17	3
Litter Removal	20	$10.25	14
Mechanical Sweeping	5	$35.00	12

Total Annual Cost	**$7,990.35**
Three Quarterly Payments	**$1,997.59**
One Quarterly Payment	**$1,997.58**

Attachment "B"
SPECIFICATIONS

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.

(REV 10-17-16) (FA 10-24-16) (FY 2025-26)

ARTICLE 3-9 is expanded by the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1
863-519-2623
D1prcustodian@dot.state.fl.us
Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway Avenue
Bartow, FL 33830

SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description.

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to

existing pavement open to traffic.

102-2 Materials.

Meet the following requirements:

Bituminous Adhesive	Section 970J$
Temporary Raised Pavement Markers	Section 990
Paint	Section 971
Removable Tape	Section 990
Glass Spheres	Section 971
Temporary Traffic Control Device Materials	Section 990
Retroreflective and Nonreflective Sheeting for Temporary Traffic Control Devices	Section 994

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

102-2.2 Detour: Provide all materials for the construction and maintenance of all detours.

102-2.3 Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

102-3 Specific Requirements.

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.

6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

102-4 Alternative Traffic Control Plan.

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative plan and submit to the Engineer. Prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual. Indicate in the plan a TCP foreach phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TCP allowing for daytime lane closures for friction course paving. The alternative TCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

The Department reserves the right to reject any alternative TCP. Obtain the Engineer's written approval before beginning work using an alternate TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

102-5 Traffic Control.

102-5.1 Standards: FDOT Standard Plans are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.3 Number of Traffic Lanes: Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.5 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.6 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

102-5.7 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.

102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Remove all pavement markings that will be in conflict with "next phase of operation" vehicle pedestrian paths as described above, before opening to vehicle traffic or use by pedestrians.

Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in Maintenance of Traffic, lump sum.

102-5.9 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

102-5.10 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

102-6 Detours.

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic, including pedestrians and bicyclists, from any existing facility, or wherever construction operations block the flow of traffic.

102-6.2 Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

When the Plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the Plans, unless otherwise authorized by the Engineer.

Provide two Contractor representatives, who will be directly involved in the erection of Department-owned temporary bridging, to attend a mandatory one-day training session to be conducted at the Department's storage facility. No bridging will be released to the Contractor prior to the completion of this training.

Submit the following: company name, phone number, office address, project

contact person, names of the representatives who will attend the training described above, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt, the Engineer will, within 10 calendar days submit an approved material list to the Contractor and the appropriate Department storage yard.

Submit the name of the representative with authority to pick up components, to the Engineer at least 10 calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least 10 calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Department's representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The tickets must be signed by a Department and a Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of $35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 cubic feet per minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabbler machine to and from the Department's structures shop. Repair any damage to the scabbler machine caused by operations at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Return the bridge components to the designated storage facility beginning no later than 10 calendar days after the date the detour bridge is no longer needed, the date the new

bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week. Upon failure to return the bridge components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of $5.00 per 10 feet, per day, per bridge, for single lane; and $10.00 per 10 feet, per day, per bridge, for dual lane until the bridge components are returned to the Department.

102-6.3 Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

102-6.5 Detours Over Existing Roads and Streets: When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

102-6.6 Operation of Existing Movable Bridges: The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

102-6.7 Special Detour: A special detour is defined as a diversion or lane shift for vehicular traffic that requires temporary pavement.

102-6.8 Pedestrian Special Detour: A pedestrian special detour is defined as a temporary pedestrian way that requires temporary pavement or other stable, firm, slip-resistant surface.

102-7 Traffic Control Officer.

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. When directing traffic/overriding the signal in a signalized intersection.
2. When Standard Plans, Index 102-619 is used on freeway facilities (interstates, toll roads, and expressways) at nighttime for work within the travel lane.
3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Engineer.
4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the Plans or approved by the Engineer.
5. When Standard Plans, Index 102-625 Temporary Road Closure 5 Minutes or Less is used.

6. When performing lane closures during nighttime operations on roadways with posted speed limits 55 mph or greater.

At the Contractor's option, traffic control officers may be used for operations other than those listed above.

Cost for traffic control officers will be paid for as described in 102-11.2.

The Department will not consider any claim arising from the failure of a traffic control officer to be present or available on the project. A noncompensable time extension may be granted when a state or local emergency requires all area law enforcement officers to be on-duty and not available for hire.

102-8 Driveway Maintenance.

102-8.1 General: Ensure that each residence and business has safe, stable, and reasonable access.

102-8.2 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:https://fdotwww.blob.core.windows.net/sitefinity/docs/default-

source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10.
Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2. Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, tubular markers, and longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer in accordance with 102-9.1.1. The CDS shall submit a monthly certification on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS shall submit the monthly certification on letterhead for channelizing devices installed/used within the work zone. The CDS certification shall include the following statement, “I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features.” If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, “I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features.”

102-9.1.1 Approved Independent Channelizing Device Supplier (CDS) Requirements: Submit the following documents to the Engineer for independent CDS approval at the preconstruction conference. A CDS may elect to provide a one-time submittal of this information to the State Construction Office for review and pre-approval. Department approved CDSs are listed on the State Construction Office website. Inform the Engineer at the preconstruction conference of this approval.

1. A letter on company letterhead signed and dated by the owner of the company or company officer with the following information and statements:
   a. The company’s owners, stockholders, and officers.
   b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.

c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 1029.1 with its own forces.

d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.

e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:

1. Project name and number and a brief description of CDS work performed,

3. Beginning and ending date of CDS project activities,

4. Location of project (city, state),

5. Monetary amount of CDS work on project,

6. Owner of project, contact person and phone number with area code,

7. Name of Contractor (client) that the work was performed for and phone number with area code.

2. A maintenance plan for approval by the Department that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

102-9.2 Work Zone Signs: Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Standard Plans, Index 102-600.

102-9.2.1 Post Mounted Signs: Meet the requirements of 990-8.

102-9.2.2 Portable Signs: Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the APL drawings.

102-9.2.3 Barrier Mounted Signs: If post mounting criteria cannot be achieved in accordance with Standard Plans, Index 102-600 and a barrier or traffic railing exists, use temporary sign criteria provided in Standard Plans, Index 700-013.

102-9.3 Business Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.4 Project Information Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.5 Channelizing Devices: Furnish, install, maintain, remove and relocate channelizing devices in accordance with the Plans and Standard Plans.

102-9.5.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a

uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar.
Collars must be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-9.5.2 Longitudinal Channelizing Devices (LCDs): Use LCDs listed on the APL and meeting the requirements of Section 990 and the Standard Plans. LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. For LCDs requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required. For LCDs requiring external ballasting, the ballasting methods must be detailed in the APL drawings including ballasting type and minimum weight.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

Use alternating orange and white solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

102-9.6 Temporary Barrier: Furnish, install, maintain, remove and relocate temporary barrier in accordance with the Plans and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on the Department's Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is 1 inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the Plans or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used at the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

102-9.6.2.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110: Ensure the marking requirements of the respective Index are met.

102-9.6.2.2: Proprietary Precast Temporary Concrete Barrier Fabricated prior to 2005: Submit a certification stating that all unmarked barrier units meet the

requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

102-9.6.2.3 Proprietary Precast Temporary Concrete Barrier

Fabricated in 2005 or later: Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

102-9.6.2.4 Temporary Concrete Barrier Repair: Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one inch clearance all around. Fill the repair area with an approved high performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

102-9.7 Barrier Delineators: Install barrier delineators on top of temporary barrier and vehicular LCDs meeting the requirements of Section 705.

102-9.8 Temporary Glare Screen: Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

102-9.9 Temporary Crash Cushion (Redirective or Gating): Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, Standard Plans, and requirements of the pre-approved alternatives listed on the APL.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore crash

cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-9.10 Temporary Guardrail: Furnish temporary guardrail in accordance with the Plans and Standard Plans. Meet the requirements of Section 536.

102-9.11 Arrow Board: Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.

102-9.12 Portable Changeable Message Sign (PCMS): Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Plans and Standard Plans to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

102-9.13 Portable Regulatory Signs (PRS): Furnish PRSs that meet the requirements of Section 990 as required by the Plans and Standard Plans. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

102-9.14 Radar Speed Display Unit (RSDU): Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Standard Plans to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

102-9.15 Temporary Signalization and Maintenance: Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,
2. Temporary portable traffic signals as shown in the Plans,
3. Adding or shifting signal heads,
4. Trouble calls,
5. Maintaining intersection and coordination timing and preemption devices. Coordination timing will require maintaining functionality of system communications.

Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide traffic signal equipment that meets the requirements of the Standard Plans

and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency. For temporary signals used for lane closure operations on two-lane, two-way roadways meet the requirements in 102-9.21.

102-9.16 Temporary Traffic Detection and Maintenance: Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three detections for each signal phase. Perform the test in the presence of the Engineer.

102-9.17 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, operate and maintain APL listed truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations.

For posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria. For posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria.

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in Maintenance of Traffic, lump sum. Payment includes all costs, including furnishing, operating maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-9.18 Temporary Raised Rumble Strip Set: Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

102-9.19 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use, each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or

2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,
3. For two AFADs, the AFADs are less than 800 feet apart. For one AFAD, the AFAD and the flagger are less than 800 feet apart.
4. Two flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

102-9.20 Temporary Lane Separator: Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Standard Plans, Index 102-600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

102-9.21 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Furnish, install, maintain, remove, and relocate temporary signals for lane closure operations on two-lane, two-way roadways at the locations shown in the Plans. Temporary signals may be used, at the Contractor's option, as an alternate to flaggers for lane closure operations on two-lane, two-way roadways in accordance with Standard Plans, Index 102-606. Temporary signals can either be portable signals or span wire signals and must be listed on the APL.

102-10 Work Zone Pavement Marking.

102-10.1 Description: Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic.

102.10.2 Painted Pavement Markings:

102-10.2.1 General: Use painted pavement markings meeting the requirements of Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

102-10.3 Removable Tape:

102-10.3.1 General: Use removable tape listed on the APL as shown in the Plans

and meeting the requirements of 990-4.

102-10.3.2 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

102-10.3.3 Retroreflectivity: Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than 300 mcd/lx·m^2 for white and contrast markings and not less than 250 mcd/lx·m^2 for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than 5 mcd/lx m^2. At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than 150 mcd/lx·m^2.

102-10.3.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40ºF, without the use of heat, solvents, grinding or blasting.

102-10.4 Temporary Raised Pavement Markers (RPMs): Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the Department.

102-11 Method of Measurement.

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item. Include the cost of any work that is necessary to meet the requirements of the Contract Documents for MOT under Maintenance of Traffic, lump sum when separate payment is not provided.

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

Cost for traffic control officers as specified in 102-7(6) or used at the Contractor's option will be paid for under Maintenance of Traffic, lump sum.

102-11.3 Special Detours: When a special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under Special Detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their

respective pay items.

When the Plans show more than one special detour, each special detour will be paid for separately, at the Contract lump sum price for each.

102-11.4 Commercial Material for Driveway Maintenance: The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

102-11.5 Work Zone Signs: The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Maintenance of Traffic, lump sum.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the Standard Plans.

The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

Work zone signs may be installed fourteen days prior to the start of Contract Time with the approval of the Engineer and at no additional cost to the Department.

102-11.6. Business Signs: The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

102-11.7 Project Information Signs: No separate payment will be made for project information signs. Payment will be included under Maintenance of Traffic, lump sum.

102-11.8 Channelizing Devices: The number of drums, vertical panels, and Type I, Type II, Type III, or direction indicator barricades, certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device.

Payment for drums, vertical panels, and Type I, Type II, Type III, and direction indicator barricades will be paid per each per day.

Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit price for channelizing device.

Payment for pedestrian LCDs will be paid as the plan quantity length in feet, in place and accepted. For sidewalk closures, the plan quantity length will be based on the width of the sidewalk. The quantity of pedestrian LCDs will be paid for regardless of whether materials are new, used, or relocated from a previous installation on the project. Placement of pedestrian LCDs at locations not shown in the Plans, or not authorized by the Engineer, will be at the Contractor’s expense. Payment for pedestrian LCD mounted signs will be made under Work Zone Signs, per each per day.

Payment will not be made for channelizing devices unsatisfactorily maintained, as

determined by the Engineer. Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

102-11.9 Temporary Barrier: The quantity to be paid for will be the length, in feet, of freestanding units or anchored units certified as installed/used on the project. The quantity to be paid for relocating barrier will be based on the relocated installation type. No separate payment will be made for the asphalt pad. For freestanding units transitioned to a crash cushion, the cost of anchoring the transition units will be included in the cost of the temporary crash cushion in accordance with 102-11.12.

102-11.10 Barrier Delineators: No separate payment will be made for barrier delineators installed on top of temporary barrier and vehicular LCDs. Include the cost for barrier delineators in the cost of the barrier or vehicular LCD.

102-11.11 Temporary Glare Screen: The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.12 Temporary Crash Cushions: No separate payment will be made for the concrete or asphalt pad.

102-11.12.1 Redirective: The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.12.2 Gating: The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.13 Temporary Guardrail: The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

102-11.14 Arrow Board: The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

102-11.15 Portable Changeable Message Sign: The quantity to be paid at the Contract unit price will be for the number of PCMSs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

102-11.16 Portable Regulatory Signs: The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for portable regulatory sign.

102-11.17 Radar Speed Display Unit: The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display

unit.

102-11.18 Temporary Signalization and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

102-11.19 Temporary Traffic Detection and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day: the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

102-11.20 Work Zone Pavement Markings: Painted pavement markings will be paid as specified in 710-10. The quantity of removable tape to be paid for solid, 10'-30' skip, 3'-9' dotted, 6'-10' dotted, and 2'-4' dotted lines will be the length, in gross miles, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for transverse lines will be the length, in linear feet, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for pavement messages, symbols, and arrows will be per each, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of temporary RPMs to be paid will be the number of RPMs authorized and acceptably applied.

102-11.21 Temporary Raised Rumble Strips: The quantity to be paid for will be the number of calendar days, or portions thereof, that temporary raised rumble strips are certified as installed/used on the project within the Contract Time. The number of strips used must meet the requirements of Standard Plans, Index 102-603. No adjustment will be made to the per day measurement for the number of strips or sets used, or for the number of times the sets are relocated.

102-11.22 Temporary Lane Separator: The quantity to be paid for will be the field measure, in feet, of temporary lane separator certified as installed/used on the project, including drainage gaps, completed and accepted.

102-11.23 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: The quantity to be paid for will be the number of temporary signals per day installed/used at the locations shown in the Plans. Temporary signals installed/used at the Contractor's option as an alternative to flaggers will be included in Maintenance of Traffic, lump sum.

102-11.24 Temporary Highway Lighting: When temporary highway lighting is required by the Plans, the work of constructing, maintaining, and removing the temporary highway lighting, including all materials and any necessary design work, will be paid for under temporary highway lighting, lump sum.

102-11.25 Pedestrian Special Detours: When a pedestrian special detour is shown in the

Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under pedestrian special detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

102-12 Submittals.

102-12.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

102-12.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-13. After the initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

102-13.2 Traffic Control Officers: Price and payment will be full compensation for the services of the traffic control officers.

102-13.3 Special Detours: Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

102-13.4 Commercial Materials for Driveway Maintenance: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

102-13.5 Work Zone Signs: Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

102-13.6. Business Signs: Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

102-13.7 Project Information Signs: Price and payment will be full compensation for all materials and labor for furnishing, installing, relocating, maintaining and removing signs.

102-13.8 Channelizing Devices: Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices.

102-13.9 Temporary Barrier: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier and asphalt pad. When called for, temporary barrier (relocate) will be full compensation for relocating the barrier.

102-13.10 Temporary Glare Screen: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

102-13.11 Temporary Crash Cushion (Redirective or Gating): Price and payment will be full compensation for furnishing, installing, maintaining, and removing crash cushions and concrete or asphalt pads.

102-13.12 Temporary Guardrail: Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

102-13.13 Arrow Board: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

102-13.14 Portable Changeable Message Sign: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

102-13.15 Portable Regulatory Signs: Price and payment will be full compensation for furnishing, installing, relocating, operating, maintaining and removing a completely functioning system as described in these Specifications.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

102-13.16 Radar Speed Display Unit: Price and payment will be made only for a completely functioning system as described in these Specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to ensure that the unit conforms to all Specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.17 Temporary Signalization and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

102-13.18 Temporary Traffic Detection and Maintenance: Price and payment will

constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

102-13.19 Work Zone Pavement Markings: Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape or durable paint may be substituted for standard paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary raised pavement markers. Install these RPMs as detailed in the Standard Plans.

102-13.20 Temporary Raised Rumble Strips: Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

102-13.21 Temporary Lane Separator: Price and payment will be full compensation for all work specified in this Section.

102-13.22 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Price and payment will be full compensation for furnishing, installing, operating, maintaining and removing temporary traffic signal including all equipment and components necessary to provide an operable portable traffic signal.

102-13.23 Temporary Highway Lighting: Price and payment will be full compensation for providing all temporary highway lighting shown in the Plans.

102-13.24 Pedestrian Special Detours: Price and payment will be full compensation for providing all pedestrian special detours shown in the Plans.

102-13.25 Payment Items: Payment will be made under:

Item No. 102- 1-	Maintenance of Traffic - lump sum.
Item No. 102- 2-	Special Detour - lump sum.
Item No. 102- 3-	Commercial Material for Driveway Maintenance - per cubic yard.
Item No. 102- 4-	Pedestrian Special Detour - lump sum.
Item No. 102- 14-	Traffic Control Officer - per hour.
Item No. 102- 30-	Temporary Highway Lighting - lump sum.
Item No. 102- 60-	Work Zone Sign - per each per day.
Item No. 102- 61-	Business Sign - each.
Item No. 102- 62-	Barrier Mounted Work Zone Sign – per each per day
Item No. 102- 71-	Temporary Barrier - per foot.
Item No. 102- 75-	Temporary Lane Separator - per foot

Item No. 102- 73-	Temporary Guardrail - per foot.
Item No. 102- 74-	Channelizing Devices
Item No. 102- 76-	Arrow Board - per each per day.
Item No. 102- 78-	Temporary Raised Pavement Markers - each.
Item No. 102- 81-	Temporary Crash Cushion, Gating - per location.
Item No. 102- 89-	Temporary Crash Cushion, Redirective - per location.
Item No. 102- 94-	Glare Screen - per foot.
Item No. 102- 99-	Portable Changeable Message Sign - per each per day.
Item No. 102-104-	Temporary Signalization and Maintenance - per intersection per day.
Item No. 102-107-	Temporary Traffic Detection and Maintenance - per intersection per day.
Item No. 102-120-	Temporary Signal for Lane Closures on Two-Lane, Two-Way Roadways – per each per day.
Item No. 102-150-	Portable Regulatory Sign - per each per day.
Item No. 102-150-	Radar Speed Display Unit - per each per day.
Item No. 102-909-	Temporary Raised Rumble Strips - per day.
Item No. 102-913-	Removable Tape.
Item No. 710-	Painted Pavement Markings.
Item No. 711-	Thermoplastic Pavement Markings.

MAINTENANCE OF TRAFFIC – WORK DOCUMENT.
(REV 1-20-25) (FY 2025-26)

SUBARTICLE 102-3.1 is deleted and the following substituted:

102-3.1 Contractor's Responsibility: Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the Engineer immediately when work has been completed. travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer.

SUBARTICLE 102-3.2 is deleted and the following substituted:

102-3.2 Worksite Traffic Supervisor (WTS): Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the WTS or designee with a tablet or smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

SUBARTICLE 102-3.3 is deleted.

SUBARTICLE 102-5.5 is deleted and the following substituted:

102-5.5 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

SUBARTICLE 102-9.1 is deleted and the following substituted:

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10.

Pedestrian Longitudinal Channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2.

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted.

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit "Each Day (ED)" and "Hour (HR)" will be defined as follows:

1. Time for "Each Day" will be calculated in 24 hour increments starting at the time specified in the Work Document.

2. "Hour" rates will be paid in increments of 1 hour, rounded up to the hour.

ARTICLE 102-11 is expanded by the following new Subarticles:

102-11.29 MOT Maintenance Services: The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

102-11.30 Truck Mounted Attenuator: The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

SUBARTICLE 102-13.1 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include separate item(s) for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the scheduled items of the overall Contract and no separate payment will be made.

SUBARTICLE 13.27 is deleted and the following substituted:

102-13.27 MOT Maintenance Services: Price and payment will be full compensation for MOT work performed.

ARTICLE 102-13 is expanded by the following new Subarticles:

102-13.28 Truck Mounted Attenuator: Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site. Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

102-13.29 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

LITTER REMOVAL AND MOWING.
(REV 8-19-21) (FY 2025-26)

SECTION 107 is deleted and the following substituted:

107-1 Description.

107.1.1 Litter Removal: Provide pickup, removal, and disposal of litter and debris within the maintained limits from the outside edge of travel way to the right of way line, including the median on divided highways from the inside edge of travel way to the inside edge of travel way, ponds, and remote areas as specified in the Contract Documents. Litter or debris includes but is not limited to varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, small outdoor advertisement signs, brush, tree limbs, and other items to be removed under this work.

107-1.2 Mowing: Mow grass or vegetation within the project limits at locations identified in the Contract Documents. Locations may consist of roadside areas, ponds, ditches, or other areas as specified. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the project limits as directed by the Engineer. Use specialized equipment or hand labor when required to perform specified work in certain areas or situations. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed. Comply with the current edition of the Department's "A Guide to Roadside Vegetation Management".

107-1.2.1 Large Machine Mowing: Provide large machine mowing in areas conductive to large machine mowing equipment with a 3 horizontal to 1 vertical or less slope.

107-1.2.2 Slope Mowing: Provide slope mowing on slopes with a greater or steeper than 3 horizontal to 1 vertical slope or other areas that are relatively inaccessible to the use of conventional style equipment.

107-1.2.3 Intermediate Machine Mowing: Provide intermediate machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment.

107-1.2.4 Small Machine Mowing: Provide small machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large and intermediate machine mowing equipment.

107-1.2.5 Manual Weed Control: For areas with densely planted trees and steep slopes that are not accessible to mowing equipment, when directed by the Work Document, remove grasses, weeds, vines, and other underbrush using hand or power tools.

Unless otherwise specified, manual labor required to perform work around appurtenances will be incidental to the type of mowing being performed. Appurtenances may consist of signpost and bases, delineator post, fences, guardrail, barrier walls, end walls, retaining walls, pipes, drainage structures, poles, guys, mailboxes, handrails, landscaped areas, and trees.

107-2 Frequency.

107-2.1 Litter Removal: The number of litter removal cycles maybe increased or decreased based on litter conditions or special events, as directed by the Engineer. Areas or portions of areas within the project limits may be increased or decreased. The estimated number of litter removal cycles is approximately **14**.

Complete each litter removal cycle within **(to be determined by the engineer)** calendar days of beginning the cycle when the litter removal cycle is concurrent with a mowing cycle. When litter pick up is issued concurrently with a mowing cycle, remove litter prior to and in conjunction with mowing operations in all areas.

Complete each independent litter removal cycle within **(to be determined by the engineer)** calendar days of beginning the cycle.

107-2.2 Mowing: The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of mowing cycles to be completed.

The number of acres to be completed per cycle may vary depending upon soil conditions. The number of acres to be completed will vary per cycle when wildflowers are in bloom or are re-seeding. Complete each mowing cycle within **(to be determined by the engineer)** calendar days of beginning the cycle. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	**11** cycles (**N/A** minimum cycles)
Slope Mowing	**N/A** cycles (**N/A** minimum cycles)
Intermediate Machine Mowing	**N/A** cycles (**N/A** minimum cycles)
Small Machine Mowing	**11** cycles (**N/A** minimum cycles)
Mow Wildflower plots approximately	**N/A** times per year
Manual Weed Control	**3** cycles (**N/A** minimum cycles)

Notify the Engineer prior to beginning work in areas with questionable mowing capabilities. Adjustments to quantities will not be made once work begins.

107-3 Equipment.

107-3.1 Litter Removal: Transport litter using equipment capable of preventing further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Specialized mechanical equipment capable of successfully removing litter and debris may be used upon written approval by the Engineer. Additional safety devices or precautions may be required when using unique equipment.

Provide equipment that does not damage curbs, pavement, or turf.

107-3.2 Mowing: Provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

Maintain mowing equipment to produce a clean, sharp cut and uniform distribution of the cuttings at all times. Provide mowing equipment with the capability of cutting a height from 4 inches to 12 inches.

Provide equipment of a type and quantity to perform the work satisfactorily within the specified time periods.

Immediately remove equipment deficient in safety devices and keep the equipment out of service until the deficiency is corrected.

The Engineer’s inspection of equipment will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

107-4 Method of Operation.

107-4.1 Litter Removal: Store equipment to remain on the project right of way while not in use outside the clear zone. Do not park or store equipment or supply vehicles in median areas. Conduct all service and supply operations between the travel-way and the right-of-way line and outside of the clear zone. Do not allow supply vehicles to enter the median. Do not allow service vehicles to enter the median except when necessary to repair or remove inoperable equipment.

Perform all litter removal during daylight hours.

Worksite personnel must wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) when performing litter removal activities.

107-4.2 Mowing: Perform all work operations in accordance with the appropriate temporary traffic control and lane closure requirements. Furnish, place, and maintain all traffic control devices throughout the duration of the work within the maintenance limits for the protection of the public and employees.

Operate the equipment in the same direction of the traffic unless the adjacent lane is closed to traffic when mowing within four feet of the travel-way (travel lane).

Perform all work during daylight hours.

Begin mowing cycles as directed by the Engineer in the Work Document.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Follow the pattern adopted for the first cycle with subsequent mowing cycles.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle. A complete cycle includes all manual labor around appurtenances.

If weather conditions or other situations of a temporary nature prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the adopted pattern for mowing may be altered to complete mowing of these areas during the mowing cycle.

Notify the Engineer of areas saturated with standing water to the point that standard mowing equipment would cause excessive damage to the turf. Mow the saturated areas during a subsequent cycle or cut to the surface of the water using hand labor or other specialized equipment as directed by the Engineer. Consult with the Engineer prior to beginning work in any questionable area.

Notify the Engineer when mowing areas or cycles have been completed. If any area does not meet the specified requirements, re-mow the areas at no additional cost to the Department.

107-5 Disposal.

107-5.1 Litter Removal: During each litter removal cycle, bag and remove all litter or piles at the end of each working day. Dispose of litter as necessary in accordance with applicable Federal, State, and Local Rules and Regulations. Do not store or stockpile litter within the project limits.

107.5.2 Mowing: In some areas it may be necessary to collect and remove grass clippings from the mowing operation, Dispose of vegetation cuttings in accordance with applicable Federal, State, and Local Rules and Regulations.

107-6 Requirements.

107-6.1 Litter Removal: Perform litter removal in a manner that results in areas being free of litter and debris.

107-6.2 Mowing: Mow all grass and vegetation to a height of 6 inches plus or minus 1/2 inch. Mow grass and vegetation to a height of 4 inches plus or minus 1/2 inch in specified areas as directed by the Engineer.

Perform mowing in a manner that will not result in streaking or scalping. Mow areas of different widths in a manner that will result in smooth flowing transitions. Do not allow accumulation or piling of cuttings as a result of cleaning the mowing equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs, or structures, mailboxes, appurtenances, etc. will be repaired or replaced at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

Do not leave an accumulation of clippings in curb and gutters or on sidewalks. The use of blowers (away from traffic) to remove cuttings may be allowed unless prohibited by Federal, State, and Local Rules and Regulations.

107-7 Method of Measurement.

107.7.1 Litter Removal: The quantities to be paid for litter removal will be the number of acres of litter removal completed and accepted.

107-7.2 Mowing: Use of specialized equipment will be of no additional cost to the Department.

The quantities to be paid for mowing will be the area, in acres, of mowing completed and accepted.

The number of acres scheduled to be mowed per cycle will not be reduced for wildflower areas not mowed if the area is less than one acre.

The number of acres scheduled to be mowed per cycle will not be reduced for saturated areas that cannot be mowed when the area is less than one acre.

When alternate methods to mow saturated areas are required by the Engineer, payment will be based on the actual work performed.

107-8 Basis of Payment.

107-8.1 Litter Removal: Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete litter and debris removal. Landfill receipts may be required with invoice submittals.

107-8.2 Mowing: Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing for the number of acres completed and accepted.

Payment will be made under:

Item No. E107 - 1-1 Litter Removal - per acre.
Item No. E107 - 2-1 Large Machine Mowing - per acre
Item No. E107 - 2-2 Slope Machine Mowing - per acre
Item No. E107 - 2-3 Intermediate Machine Mowing - per acre
Item No. E107 - 2-4 Small Machine Mowing - per acre
Item No. E107 - 2-5 Manual Weed Control

ROAD AND BRIDGE SWEEPING.
(REV 8-1-13) (FY 2025-26)

The following new Section is added after Section 110:

SECTION 110-31
ROAD AND BRIDGE SWEEPING

110-31.1 Description.

Provide routine mechanized road and/or bridge sweeping to clean and remove sand, soil, paper, glass, cans, grass clippings, and other debris. Areas to be swept include but are not limited to; curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches), outside and median paved shoulders, gore areas, toll plazas (when applicable), bi-directional lanes, areas adjacent to barrier walls, areas adjacent to median-noses and splitter islands, areas on top of inlet grates and other designated sites as determined by the Engineer.

110-31.2 Frequency of Sweeping.

Mechanically sweep specified areas approximately **12** times. The total number of sweeping cycles within the contract period may be increased or decreased as determined by the Engineer to meet field conditions.

Complete each sweeping cycle within **(to be determined by the engineer)** calendar days after issuance of the work document. Complete each sweeping cycle in its entirety prior to the beginning of another cycle. In assessing liquidated damages, the calendar days established in this Section will be used for determining delinquency of progress for each sweeping cycle.

No sweeping operations will be performed between the hours of **(to be determined by the engineer)** and **(to be determined by the engineer)**.

Submit sweeping schedules to the Engineer for approval.

110-31.3 Safety.

Provide Maintenance of traffic in accordance with Section 102. The work vehicle (sweeping machine) will have an operating flashing beacon and the shadow vehicles will be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).

All sweeping will be accomplished with or in the same direction as the traffic, sweeping opposing the traffic will not be permitted.

The foregoing requirements are to be considered as minimum and the compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

110-31.4 Equipment.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The sweeping equipment will be capable of meeting the quality requirements of 110-31.8 in one pass and a maximum of two passes for areas determined unsatisfactory by the Engineer.

The mechanized road sweeper(s) will have a minimum capacity of four cubic yards.

The Engineer or his representative prior to being placed into service will inspect all safety devices on the sweeping operation equipment. Any deficient safety devices will be corrected or replaced immediately and service will not begin until the deficiency is corrected.

Inspection and approval of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the Contractor's operations.

Equipment that damages pavement, curbs, or turf will not be allowed. Damages as a result of the operations will be repaired at no cost to the Department.

110-31.5 Dust Control Equipment.

The sweeping operation will not create excessive airborne dust or other particles, as determined by the Engineer. Equipment supplied with a functioning water spray system normal to the industry for dust control will satisfy this requirement.

110-31.6 Parked Vehicles.

Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.

110-31.7 Removal and Disposal of Debris.

Debris may be encountered that is larger than the mechanized sweeper can remove such as; tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, and other such materials. Remove all debris encountered using other means (hand or mechanized), regardless of the size.

Piles of soil may be encountered and vegetation that may require special removal methods during the sweeping operations. Furnish all labor, materials, and equipment required to accomplish removal of these built-up areas.

Stockpiling or disposal of debris on the Department's right-of-way shall not be permitted.

Provide areas for disposing of debris in accordance with all Federal, State, and Local Rules and Regulations in effect at the time of the disposal. Cost involved with the disposal of debris will be included in the contract unit price per mile of mechanized (mechanical) sweeping.

110-31.8 Quality.

Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc. that can not be picked-up by the sweeper to include areas under guardrail on paved shoulders. Remove all items such as newspapers, magazines, large boxes, etc. that would be torn, ripped, or scattered by the sweeper and result in an objectionable appearance.

Completed work will be clean and free of all accumulated debris immediately after sweeping, as determined by the Engineer.

Areas determined unsatisfactory by the Engineer will be re-swept to the satisfaction of the Engineer within the time specified, at no additional cost to the Department.

110-31.9 Method of Measurement.

The quantities to be paid for under this Section will be the number of miles completed and accepted measured longitudinally to the travel lane to the nearest one hundredth of a mile.

A second unit of measurement will be required from the Contractor. The cubic yards of material picked up, will be reported to the inspector for each sweeping cycle completed. If the contract is for more than one county, the number of cubic yards picked up will be prorated by county based on the number of miles swept in each county.

The width will be sufficient to cover the entire width of curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches in width, outside and median paved shoulders, concrete barriers, gore areas, toll plazas (when applicable), and other designated sites. Areas requiring more than one sweeping pass to sufficiently remove the debris will not be compensated twice.

110-31.10 Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all sweeping operations, including hand work, as specified. Compensation will be at the unit price per mile times the actual miles completed and accepted.

Payment will be made under the items specified in the Bid Price Proposal.

1. **Request**:

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN CHARLOTTE COUNTY, ON BEHALF OF THE COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP (CHNEP), AND THE TOWN OF FORT MYERS BEACH FOR SERVICES SUPPORTING CHNEP'S COMPREHENSIVE CONSERVATION AND MANAGEMENT PLAN, INCLUDING THE ASSOCIATED WORK ASSIGNMENT FOR THE STORMWATER EVALUATION AND IMPROVEMENT PROJECT FOR FOCUS AREA 15 (INDIAN BAYOU) AND FOCUS AREA 16 (IBIS STREET), FOR AN ESTIMATED PROJECT COST OF $200,000.00; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Charlotte County, on behalf of CHNEP, desires to engage the Town of Fort Myers Beach to provide services on a project-specific basis to support CHNEP's Comprehensive Conservation and Management Plan and annual Work Plans, as they may be amended from time to time.

This Interlocal Agreement (ILA) will serve as a Master Agreement between Charlotte County and the Town of Fort Myers Beach, with specific support services to be designated, scoped, and compensated under individual Work Assignments issued and mutually agreed upon by the parties.

Pursuant to a Work Assignment issued under this Interlocal Agreement, the Town is seeking professional engineering services to evaluate the performance of the existing stormwater management systems within Focus Area 15 (Indian Bayou) and Focus Area 16 (Ibis Street), as identified in the Town's 2025 Vulnerability Assessment and Adaptation Plan, and to develop engineering solutions that reduce flooding, improve water quality, minimize pollutant transport into coastal waters, and enhance resilience, at an estimated project cost of $200,000.00.

The services to be performed under this Work Assignment support Actions WQI-3, FW-2, and E-4 of CHNEP's Comprehensive Conservation and Management Plan, in coordination with Lee County partners.

The Town's Draft Focus Areas exhibit and associated sensitivity ranking, prepared as part of the Vulnerability Assessment, delineate Focus Area 15 (Indian Bayou) and Focus Area 16 (Ibis Street) as containing critical Town assets, including wastewater lift stations, water utility conveyance systems, and wetlands, and reflect Town staff feedback identifying these areas for further stormwater evaluation.

What the action accomplishes:

This resolution approves the Interlocal Agreement (ILA) between Charlotte County, on behalf of CHNEP, and the Town of Fort Myers Beach and to authorize the Mayor to execute same.

The ILA funds a Stormwater Evaluation and Improvement Project "Focus Area 15 (Indian Bayou) and Focus Area 16" providing for professional engineering services to evaluate the performance of the existing stormwater management systems within Focus Area 15 (Indian Bayou) and Focus Area 16 (Ibis Street), as identified in the Town's 2025 Vulnerability Assessment and Adaptation Plan, and to develop engineering solutions that reduce flooding, improve water quality, minimize pollutant transport into coastal waters, and enhance resilience, at an estimated project cost of

$200,000.00.

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

5. **Background:**

Charlotte County, on behalf of CHNEP, desires to engage the Town of Fort Myers Beach to provide services on a project-specific basis to support CHNEP's Comprehensive Conservation and Management Plan and annual Work Plans, as they may be amended from time to time. This Interlocal Agreement will serve as a Master Agreement between Charlotte County and the Town of Fort Myers Beach, with specific support services to be designated, scoped, and compensated under individual Work Assignments issued and mutually agreed upon by the parties.

Pursuant to a Work Assignment issued under this Interlocal Agreement, the Town is seeking professional engineering services to evaluate the performance of the existing stormwater management systems within Focus Area 15 (Indian Bayou) and Focus Area 16 (Ibis Street), as identified in the Town's 2025 Vulnerability Assessment and Adaptation Plan, and to develop engineering solutions that reduce flooding, improve water quality, minimize pollutant transport into coastal waters, and enhance resilience, at an estimated project cost of $200,000.00.

The services to be performed under this Work Assignment support Actions WQI-3, FW-2, and E-4 of CHNEP's Comprehensive Conservation and Management Plan, in coordination with Lee County partners. The services performed under this Work Assignment will be funded through CHNEP grant funds administered by Charlotte County, and, pursuant to Section III(C) of this Agreement, Charlotte County shall pay all invoices on behalf of CHNEP from CHNEP funds, such that the Town of Fort Myers Beach will incur no cost to the Town under this Agreement or the associated Work Assignment.

The Town's Draft Focus Areas exhibit and associated sensitivity ranking, prepared as part of the Vulnerability Assessment, delineate Focus Area 15 (Indian Bayou) and Focus Area 16 (Ibis Street) as containing critical Town assets, including wastewater lift stations, water utility conveyance systems, and wetlands, and reflect Town staff feedback identifying these areas for further stormwater evaluation.

The Adaptation Plan's Focus Area Rankings ranked Focus Area 16 (Ibis Street) 5th of 18 Town-wide focus areas, with a total evaluation score of 16, and Focus Area 15 (Indian Bayou) 8th of 18, with a total evaluation score of 5, reflecting critical asset vulnerability to flooding, current and future zoning, and the extent of existing, ongoing, and planned stormwater projects in each area.

The Adaptation Plan identifies updating the Town's Stormwater Master Plan, in conjunction with an updated Town-wide stormwater network model, as among the Town's top priority adaptation needs, in order to define where stormwater improvements are most needed and to direct the Town's Capital Improvement Plan and budget allocations.

Attachments:
1. 26-169, CHNEP Grant Approval
2. CHNEP ILA partially executed

3. CHNEP GRANT APPLICATION
4. 20250902 Fort Myers Beach Task 6 Adaptation Plan

Financial Impact:

The services performed under this Work Assignment will be funded through CHNEP grant funds administered by Charlotte County, and, pursuant to Section III(C) of this Agreement, Charlotte County shall pay all invoices on behalf of CHNEP from CHNEP funds, such that the Town of Fort Myers Beach will incur no cost to the Town under this Agreement or the associated Work Assignment.

6. **Alternative Action**

Do not approve the Interlocal Agreement (ILA) between Charlotte County, on behalf of CHNEP, and the Town of Fort Myers Beach and to authorize the Mayor to execute same.

7. **Management Recommendations:**

It is in the best interest of the Town to approve the Interlocal Agreement between Charlotte County, on behalf of CHNEP, and the Town of Fort Myers Beach and to authorize the Mayor to execute same.

8. **Recommended Approval:**

Chadd Chustz, Environmental Projects Manager	Created/Initiated - 7/17/2026
Frankie Kropacek, Community Development Director	Approved - 7/20/2026
Conor Nally, Contracts & Procurement Manager	Approved - 7/20/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/20/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/20/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/22/2026

RESOLUTION NUMBER 26-169

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN CHARLOTTE COUNTY, ON BEHALF OF THE COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP (CHNEP), AND THE TOWN OF FORT MYERS BEACH FOR SERVICES SUPPORTING CHNEP'S COMPREHENSIVE CONSERVATION AND MANAGEMENT PLAN, INCLUDING THE ASSOCIATED WORK ASSIGNMENT FOR THE STORMWATER EVALUATION AND IMPROVEMENT PROJECT FOR FOCUS AREA 15 (INDIAN BAYOU) AND FOCUS AREA 16 (IBIS STREET), FOR AN ESTIMATED PROJECT COST OF $200,000.00; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 163, Florida Statutes, permits governmental units, including counties and special districts, to enter into interlocal agreements to make the most efficient use of their power and resources by enabling cooperation on the basis of mutual advantage, and

WHEREAS, Charlotte County, on behalf of CHNEP, desires to engage the Town of Fort Myers Beach to provide services on a project-specific basis to support CHNEP's Comprehensive Conservation and Management Plan and annual Work Plans, as they may be amended from time to time, and

WHEREAS, this Interlocal Agreement will serve as a Master Agreement between Charlotte County and the Town of Fort Myers Beach, with specific support services to be designated, scoped, and compensated under individual Work Assignments issued and mutually agreed upon by the parties, and

WHEREAS, pursuant to a Work Assignment issued under this Interlocal Agreement, the Town is seeking professional engineering services to evaluate the performance of the existing stormwater management systems within Focus Area 15 (Indian Bayou) and Focus Area 16 (Ibis Street), as identified in the Town's 2025 Vulnerability Assessment and Adaptation Plan, and to develop engineering solutions that reduce flooding, improve water quality, minimize pollutant transport into coastal waters, and enhance resilience, at an estimated project cost of $200,000.00, and

WHEREAS, the services to be performed under this Work Assignment support Actions WQI-3, FW-2, and E-4 of CHNEP's Comprehensive Conservation and Management Plan, in coordination with Lee County partners, and

WHEREAS, the services performed under this Work Assignment will be funded through CHNEP grant funds administered by Charlotte County, and, pursuant to Section III(C) of this Agreement, Charlotte County shall pay all invoices on behalf of CHNEP from CHNEP funds, such that the Town of Fort Myers Beach will incur no cost to the Town under this Agreement or the associated Work Assignment, and

WHEREAS, the Town's Draft Focus Areas exhibit and associated sensitivity ranking, prepared as part of the Vulnerability Assessment, delineate Focus Area 15 (Indian Bayou) and Focus Area 16 (Ibis Street) as containing critical Town assets, including wastewater lift stations, water utility conveyance systems, and wetlands, and reflect Town staff feedback identifying these areas for further stormwater evaluation, and

WHEREAS, the Adaptation Plan's Focus Area Rankings ranked Focus Area 16 (Ibis Street) 5th of 18 Town-wide focus areas, with a total evaluation score of 16, and Focus Area 15 (Indian Bayou) 8th of 18, with a total evaluation score of 5, reflecting critical asset vulnerability to flooding, current and future zoning, and the extent of existing, ongoing, and planned stormwater projects in each area, and

WHEREAS, the Adaptation Plan identifies updating the Town's Stormwater Master Plan, in conjunction with an updated Town-wide stormwater network model, as among the Town's top priority adaptation needs, in order to define where stormwater improvements are most needed and to direct the Town's Capital Improvement Plan and budget allocations, and

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the Interlocal Agreement between Charlotte County, on behalf of CHNEP, and the Town of Fort Myers Beach and to authorize the Mayor to execute same.

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 Interlocal Agreement between Charlotte County, on behalf of the Coastal & Heartland National Estuary Partnership (CHNEP), and the Town of Fort Myers Beach for Services Supporting CHNEP's Comprehensive Conservation and Management Plan, together with the associated Work Assignment and Exhibit "A" Scope of Work for the Stormwater Evaluation and Improvement Project – Focus Area 15 (Indian Bayou) and Focus Area 16 (Ibis Street), in an estimated amount of $200,000.00, and authorizes the Mayor to execute same on behalf of the Town. A copy of the Interlocal Agreement, including Exhibit "A" Scope of Work, is attached hereto as Attachment "A".

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

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

ADOPTED this ___ day of _____, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Nancy Stuparich, Town Attorney

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

INTERLOCAL AGREEMENT
between CHARLOTTE COUNTY on behalf of the
COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP
and TOWN OF FORT MYERS BEACH
for SERVICES SUPPORTING CHNEP'S
COMPREHENSIVE CONSERVATION AND MANAGEMENT PLAN

This Interlocal Agreement ("Agreement") is entered into by and between Charlotte County ("CHARLOTTE COUNTY"), a political subdivision of the State of Florida, on behalf of the Coastal & Heartland National Estuary Partnership ("CHNEP"), 18500 Murdock Circle, Port Charlotte, Florida 33948, and TOWN OF FORT MYERS BEACH ("TOWN OF FORT MYERS BEACH"), a Florida municipal corporation , 6231 Estero Blvd, Fort Myers Beach, Florida 33931.

WITNESSETH:

WHEREAS, pursuant to the *Memorandum of Understanding for Administrative Services by and between Charlotte County and the Coastal & Heartland National Estuary Partnership*, effective February 25, 2026, CHARLOTTE COUNTY serves as the host agency to CHNEP, entering into agreements with and receiving grant funds from private and public entities on behalf of CHNEP; and

WHEREAS, Chapter 163 of the Florida Statutes permits governmental units, including counties and special districts, to enter into interlocal agreements to make the most efficient use of their power and resources by enabling cooperation on the basis of mutual advantage; and

WHEREAS, CHARLOTTE COUNTY, on behalf of CHNEP, desires to engage the TOWN OF FORT MYERS BEACH to provide services on project-specific basis to support CHNEP Comprehensive Conservation and Management Plan ("CCMP") and annual Work Plans, as they may be amended from time to time; and

WHEREAS, CHARLOTTE COUNTY, on behalf of CHNEP, desires to implement each specific project via the issuance of a Work Assignment; and

WHEREAS, TOWN OF FORT MYERS BEACH desires to provide such services in accordance with this Agreement and any associated Work Assignment(s); and

WHEREAS, this Agreement will serve as the Master Agreement between CHARLOTTE COUNTY and TOWN OF FORT MYERS BEACH, with specific support services to be designated in individual Work Assignments.

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

I. INCORPORATION

Town of Fort Myers Beach

JUN 29 2026

Received by:_____

The above WHEREAS clauses are incorporated into and are made a part of this Agreement.

II. PURPOSE

The purpose of this Agreement is for the TOWN OF FORT MYERS BEACH to perform certain activities in support of CHNEP's CCMP and annual Work Plans within its jurisdictional limits when authorized by CHARLOTTE COUNTY on behalf of CHNEP. Such services will be set forth in more detail in one or more Work Assignments. Work Assignments shall contain a scope of services, a schedule of fees and a time for completion of the services authorized. Each Work Assignment shall be subject to all the terms and conditions of this Agreement, be executed by both parties, and a fully executed Work Assignment returned to TOWN OF FORT MYERS BEACH shall serve as Notice to Proceed. After issuance, each Work Assignment shall become an amendment to this Agreement. A Sample Work Assignment is attached hereto as **Exhibit A.** No guarantee of any certain services, volume or quantity of work or projects is made or implied.

III. CHARLOTTE COUNTY'S DUTIES

A. Work with TOWN OF FORT MYERS BEACH and CHNEP to determine appropriate Scopes of Service.

B. Provide fully executed Work Assignments to the TOWN OF FORT MYERS BEACH.

C. Pay all invoices, on behalf of CHNEP and from CHNEP funds in accordance with Sections 218.70 through 218.80, Florida Statutes, and the Florida Prompt Payment Act. Under no circumstances will CHARLOTTE COUNTY funds be used to pay any of CHNEP invoices.

IV. TOWN OF FORT MYERS BEACH 'S DUTIES

A. Work with CHARLOTTE COUNTY and CHNEP to determine appropriate Scopes of Service.

B. Perform all mutually agreed upon services, provide deliverables, and complete the services within the schedule or timeline agreed upon in each Work Assignment issued and approved by CHARLOTTE COUNTY on behalf of CHNEP.

C. Invoice CHARLOTTE COUNTY, on behalf of CHNEP, for all work performed using the process agreed to in the Work Assignment, in accordance with Paragraph IV of this Agreement.

V. COMPENSATION

The amount and method of compensation for the TOWN OF FORT MYERS BEACH'S services on any specific project shall be determined during negotiations for that specific project and set forth on each Work Assignment. Payment will be made by CHARLOTTE COUNTY, on behalf of CHNEP, upon receipt of invoices from the TOWN OF FORT MYERS BEACH detailing the tasks and deliverables for which payment is sought. The TOWN OF FORT MYERS BEACH shall submit all invoices to the CHARLOTTE COUNTY Purchasing Division for processing. Billings shall be detailed as to date, Work Assignment and nature of the services performed. All invoices must be reviewed and approved by CHNEP Executive Director. The TOWN OF FORT MYERS BEACH shall bill any authorized travel and per diem expenses in accordance with the provisions of Section 112.061 of the Florida Statutes.

VI. PERIOD OF AGREEMENT

The effective date of this Interlocal Agreement is the date on which it is fully executed. The services of the TOWN OF FORT MYERS BEACH are to commence upon execution of this Agreement and issuance of a Work Assignment. This Agreement will remain in full force and effect until either party chooses to terminate it, as outlined in Section VIII, below.

VII. MODIFICATION OF AGREEMENT

Any extensions or modifications of this Agreement shall be mutually agreed upon by and between CHARLOTTE COUNTY on behalf of CHNEP and the TOWN OF FORT MYERS BEACH and shall be incorporated in written amendments to this Agreement signed by the parties.

VIII. TERMINATION

A. Either party may terminate this Agreement with or without cause with a minimum of thirty (30) days written notice. Written notice shall be delivered by certified mail, return receipt requested, or by other delivery method with proof of delivery. Any notice concerning this Agreement shall be sent to the addressees listed below:

To: CHARLOTTE COUNTY
Charlotte County
18500 Murdock Circle
Port Charlotte, FL 33948
With Copy to:
County Attorney
18500 Murdock Circle
Port Charlotte, FL 33948

and:

Kimberly A. Corbett
Senior Division Manager
Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948

To: CHNEP
Executive Director
Coastal & Heartland National Estuary Partnership
1050 Loveland Blvd.
Port Charlotte, FL 33980

To: TOWN OF FORT MYERS BEACH
William McKannay
Town Manager
Town Administration 6231 Estero Blvd.
Fort Myers, FL 33931

B. In the event the Agreement is terminated, each outstanding Work Assignment is terminated, and the TOWN OF FORT MYERS BEACH will be paid an amount commensurate with completed tasks and associated deliverables that meet scope requirements as of the effective date of termination.

IX. COMPLIANCE WITH LAWS, JURIDICTION, AND VENUE

A. The parties warrant, represent, and agree that each will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

B. This Agreement and the provisions of any Work Assignment shall be construed, controlled and interpreted according to Florida law.

C. Any legal action concerning this Agreement shall be filed in Charlotte County, Florida, which shall be deemed proper jurisdiction and venue for the action.

X. RIGHT TO WORK PRODUCTS

Copies of all writings, maps, charts, reports, findings, and other relevant non-copyrighted material are and shall become the property of CHARLOTTE COUNTY on behalf of CHNEP and delivered to CHARLOTTE COUNTY without cost.

XI. ASSIGNMENT

This Agreement shall be binding on the parties, their representatives, successors, and assigns. Neither party shall assign this Agreement or the rights or obligations hereunder to any other person or entity without the prior written consent of the other party.

XII. UNAUTHORIZED ALIENS/EMPLOYMENT ELIGIBILITY VERIFICATION

The parties agree that they will not knowingly employ unauthorized alien workers, which would constitute a violation of the employment provisions contains in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The employment by either PARTY of unauthorized aliens shall be grounds for termination of this Agreement.

The parties agree that they each use and shall use the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. Pursuant to Section 448.095 of the Florida Statutes, either party may terminate this Agreement for failure on the part of the other to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(5)(c)3, *Fla. Stat.*

The TOWN OF FORT MYERS BEACH shall include, and shall require the inclusion of, the requirements of this paragraph, appropriately modified for identification of the parties, in each subcontract that includes work performed under this Agreement.

XIII. SEVERABILITY

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. If any term or provisions of this Agreement is found to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

XIV. DISPUTES

In the event of a dispute between CHARLOTTTE COUNTY and the TOWN OF FORT MYERS BEACH under this Agreement, the CHARLOTTE COUNTY Administrator and the TOWN OF FORT MYERS BEACH Administrator shall review such dispute and negotiate a mutually acceptable resolution. CHARLOTTE COUNTY will make every effort to obtain and incorporate CHNEP's input when negotiating such resolution. The mutual decision of the CHARLOTTE COUNTY Administrator and the TOWN OF FORT MYERS BEACH Administrator shall be final. In the event the CHARLOTTE COUNTY Administrator and the TOWN OF FORT MYERS BEACH Administrator are unable to agree, the matter shall be referred to the respective governing bodies, who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

XV. INDEMNIFICATION

Each party agrees to indemnify, defend and hold the other harmless, to the extent allowed under Section 768.28 of the Florida Statutes, from all claims, loss, damage and expense, including attorney's fees and costs and attorney's fees and costs on appeal, arising from the negligent acts or omissions, or intentional tortious acts, of the indemnifying party's officers, employees and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity under Section 768.28 of the Florida Statutes or extend either

party's liability beyond the express limits established in Section 768.28 of the Florida Statutes. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any Work Assignment.

XVI. COUNTERPARTS

This ILA may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, constitute one and the same agreement.

IN WITNESS WHEREOF, CHARLOTTE COUNTY and the TOWN OF FORT MYERS BEACH have entered into this Agreement as of the last date written below.

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: Kimberly Welsh
Deputy Clerk AGR 2026-122

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
Joseph M. Tiseo, Chairman

Date: 04/23/2026

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas M. David, County Attorney
LR26-0285 _____ (GRP)

FORT MYERS BEACH TOWN COUNCIL

By: _____
Dan Allers, Mayor

Date: _____

ATTEST:

By: _____
Amy Baker, Town Clerk

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

By: _____
Nancy Stuparich, Town Attorney

EXHIBIT A

WORK ASSIGNMENT # _____
CHARLOTTE COUNTY PURCHASING DIVISION
CONTRACT NO. _____

THIS WORK ASSIGNMENT

1.	Work Assignment #	
2.	Short Title	
3.	Date Submitted	
4.	Amount	
5.	Scheduled Completion	

SAMPLE

In presenting this Work Assignment, Consultant agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Assignment has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work Assignment. Unless specified herein, additional information will not be required.

SUBMITTED AND AGREED TO BY:

BY: _____
Name of Consultant (Type/Print)

See Attached
_____
Signature

DATE: _____

RECOMMENDED AND APPROVED BY:

FISCAL REVIEWED BY: _____

CHARLOTTE COUNTY DEPARTMENT DIRECTOR: _____

CHARLOTTE COUNTY PURCHASING: _____

CHARLOTTE COUNTY ADMINISTRATION: _____

FY26 CHNEP CALL FOR PROJECTS

REQUEST COMPLETED TEMPLATES EMAILED TO JHECKER@CHNEP.ORG
BY DEC. 1, 2025

Do you have a project idea developed that is in need of funding? CHNEP may be able to help!

Eligible projects:

- Must be ready to be scoped and procured by applicant or CHNEP as a federalized project
- Must be a project that after procurement would take no longer than a year to complete (completed no later than August 2027)
- Must be a project related to research, restoration, or education that supports improves water quality, restores hydrology (flows and levels), protects fish, wildlife or their habitat, or helps to inform and engage the public in the above conservation efforts.
- Cannot be routine maintenance or activities that are regulatorily already required
- Cannot be related to scientific monitoring (as requires federal QAPP that is lengthy process) or construction (which requires additional federal conditions to be met that drive up costs and time to complete project).
- Can include projects such as:
    - exotics removal,
    - native plantings,
    - non-monitoring related scientific research that produces new public scientific information that is useful to natural resource management,
    - adaptation action area planning,
    - septic to sewer or other kinds of environmental studies,
    - additional flood modeling
    - conceptual engineering and design of future environmental projects that meet the above criteria
    - other activities that further CHNEP Comprehensive Conservation and Management Plan goals

Town of Fort Myers Beach CHNEP Project Proposal #2

Project Name: Adaptation Plan Focus Area 15 Stormwater Drainage Improvements and Water Quality Enhancement

Project Objective: Enhance drainage along Indian Bayou Drive to reduce frequent flooding during high-tide and low-intensity rainfall events. This area also outfalls directly to a Mangrove Swamp as identified by the Florida Fish and Wildlife Conservation Commissions. Design changes to the stormwater network present a valuable opportunity to analyze nutrient removal efficiency and explore additional options to mitigate the transport of pollutants from roadways into coastal waters.

Project Description: The Town of Fort Myers Beach is committed to safeguarding and enhancing the water quality of its coastal waters and wetlands. This commitment informs the Town's initiatives to implement projects aimed at reducing urban pollution and conserving natural resources. Additionally, flood mitigation remains a critical priority due to the increasing risk of roadway impassability and property damage affecting businesses and residents. In alignment with these priorities, the 2025 Vulnerability Assessment (VA) and Adaptation Plan identified focus areas for stormwater management improvements.

The initial list of 17 focus areas underwent review by the Town Environmental Projects Manager and Utilities Manager to adjust priority rankings and reflect ongoing stormwater projects in certain areas and continued reports and observations of flooding elsewhere. Specifically, this initiative addresses Indian Bayou Drive within Focus Area 15. It was designated as a focus area because high-level GIS analysis from the VA indicated frequent flooding under the current condition 100-year, 24-hour storm event. The Town's Stormwater Master Plan, adopted in 2014, identified a flood-prone area located immediately west of Indian Bayou. This region has recently undergone enhancements to its stormwater infrastructure through the Tier 1 Side Street Water and Stormwater Improvements Project. However, Indian Bayou encompasses a separate stormwater network segment that has not benefitted form the nearby improvements. The current project aims to conduct hydrologic and hydraulic modeling of the area to evaluate the performance of the stormwater system under various conditions, and to develop recommendations for additional measures to mitigate flooding and minimize pollutant transport into coastal waters.

Deliverables will include a hydrologic and hydraulic (H&H) modeling report and results, detailed exhibits showing the extent and duration of flooding, recommendations for increased nutrient removal prior to discharging, and design plans of stormwater improvements. All tasks are expected to be completed within one year of procurement, with completion prior to August 2027.



CCMP Elements Implemented: WQI-3, FW-2, E-4

Partners and Roles: Town of Fort Myers Beach is the stormwater network owner and operator and will be the permit applicant. CHNEP will assist with funding engineering design and permitting of the project.

Outputs/Deliverables/Milestones:

- H&H Modeling Report
- Design Plans Issued for Construction

Budget:
Data Collection/H&H Modeling: $50,000
Design Plans: 50,000
Permitting: 20,000
Total Task Budget: $120,000

Outcomes:

- Current condition data collection to maintain Town GIS Atlas and an updated local H&H model for future integration with existing modeling efforts and a future revised Stormwater Master Plan.
- Reduced flooding duration and extent within Focus Area 15
- Increased water quality of discharge to coastal waters and wetlands
- Increased resilience for the Downtown Area of Fort Myers Beach, in accordance with the Town's Comprehensive Plan and its Vulnerability Assessment and Adaptation Plan
- Increased visibility of Town efforts to enhance water quality and protect environmentally sensitive lands to support Action E-4 of CCMP through future State Appropriation Requests, in collaboration with County.

CWA Core Program Goals/Objectives Addressed: 6) Protecting coastal waters, 7) Protecting large aquatic ecosystems, and 9) Protect and restore waterbodies and watersheds

TOWN OF FORT MYERS BEACH
ADAPTATION PLAN
DEP AGREEMENT #23PLN117 (TASK 6)



Prepared For:

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

Prepared by:

Kimley»Horn
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite #2200,
Plantation, FL 33324

REVISION DATE: 09/2025

The Town of Fort Myers Beach Vulnerability Assessment

Task 6 – Adaptation Plan

Prepared for

Town of Fort Myers Beach
2525 Estero Blvd
Fort Myers Beach, Florida 33931

Prepared by:

Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, FL 33324

© Kimley-Horn and Associates, Inc.
Registry No. 696

Plantation, Florida 143586004

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purposes and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley- Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Table of Contents

Project Background 5
Goals and Objectives of the Adaptation Plan 5
Town of Fort Myers Beach Background Information 5
Adaptation Plan Components 6
Identification of Focus Areas 7
Evaluation of Focus Areas 7
Number of Critical Assets 9
Critical Asset Vulnerability to Flooding 9
Current or Future Zoning 10
Number of Completed, Ongoing, and Planned Stormwater Projects 10
Availability of GIS Stormwater Network 13
Town of Fort Myers Beach Staff Feedback 13
Final Focus Areas and Ranking 14
Adaptive Capacities 16
Regulatory and Planning Capabilities 16
Administrative and Technical capabilities 30
Fiscal Capacity 30
Infrastructure 31
Identification of Adaptation Strategies 31
Planning 32
Protection 36
Accommodation 37
Retreat and Avoidance Strategies 38
Adaptive Capacity Ranking Criteria 39
Prioritization of Adaptation Needs 41
Funding for Implementation 41
References 44

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

LIST OF FIGURES

Figure 1: Project Location Map 6
Figure 2: Focus Areas 14

LIST OF TABLES

Table 1: Focus Area Evaluation Criteria 8
Table 2: Focus Area Scenarios Evaluated with Associated Baseline Flood Elevation 9
Table 3: Stormwater Improvement Projects in Town of Fort Myers Beach 10
Table 4. Focus Area Rankings 15
Table 5. Comprehensive Plan Summary 17
Table 6. Planning Adaptation Strategies 32
Table 7. Protection Adapatation Strategies 36
Table 8. Accomodation Adaptation Strategies 37
Table 9. Adaptation Strategy Criteria - Resilience 40
Table 10. Adaptation Strategy Criteria – Fiscal Capacity 40
Table 11. Adaptation Strategy Criteria – Public Benefit 40
Table 12. Adaptation Strategy Criteria – Staff Availability 40
Table 13. Adaptation Strategy Criteria – Implemetation Timeline 40
Table 14. Funding Opportunities 42

LIST OF APPENDICES

Appendix A Town of Fort Myers Beach Community Engagement Workshop Summary 45
Appendix B Town of Fort Myers Beach Zoning Maps 46
Appendix C Town of Fort Myers Beach Ongoing, Planned, and Completed Stormwater Projects 47
Appendix D Town of Fort Myers Beach Focus Areas 48
Appendix E Town of Fort Myers Beach Adaptation Strategy Ranking 49

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

ABBREVIATIONS

AAA	Adaptation Action Area
CRS	Community Rating System
DAC	Disaster Advisory Council
DCA	Department of Community Affairs
DEM	Digital Elevation Model
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
F.S.	Florida Statute
I	Intermediate
IL	Intermediate-Low
LID	Low Impact Development
LiDAR	Light Detection and Ranging
MHHW	Mean Higher High Water
NAVD 88	North American Vertical Datum of 1988
NFIP	National Flood Insurance Program
NOAA	National Oceanographic and Atmospheric Administration
SLR	Sea Level Rise

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

PROJECT BACKGROUND

Kimley-Horn was retained under "Supplemental Task Authorization #1 Vulnerability Assessment and Adaptation Plan" for the Town of Fort Myers Beach on April 26, 2024. Pursuant to s. 380.093, Florida Statute (F.S.), a Vulnerability Assessment for critical assets in the Town of Fort Myers Beach (hereinafter referred to as "Town") was completed to ultimately prepare a comprehensive Town-wide flood vulnerability and sea level rise assessment to address risk of impacts from sea level rise (SLR), storm surge, tidal, and rainfall-induced flooding.

The Town of Fort Myers Beach received funding from the Florida Department of Environmental Protection through the Resilient Florida Program to conduct a Town-wide Vulnerability Assessment. The objective of the Town of Fort Myers Beach Vulnerability Assessment Project is to identify critical assets as classified in s. 380.093, F.S. (2), 1-4, assess risk of flooding and sea level rise within the Town and specify the scenarios in which these assets are vulnerable.

This Adaptation Plan corresponds to Task 6 of the project. It was developed to be a stand-alone report but is based on the results of the Vulnerability Assessment. Its purpose is to identify focus areas and applicable adaptation strategies, in alignment with the Town's planning and strategic documents, and existing, ongoing, and proposed stormwater management projects.

GOALS AND OBJECTIVES OF THE ADAPTATION PLAN

The main objectives of this Adaptation Plan are:

- Identification of focus areas that require the development of adaptation strategies
- Assessment of the Town's adaptive capacities
- Prioritization of adaptation needs within the focus areas
- Identification of adaptation strategies for each focus area

The driving forces behind developing an Adaptation Plan are multi-fold. Considering health and safety, flood mitigation helps keep waterborne diseases at bay, prevents the growth of harmful mold in residential and commercial buildings, prevents sudden displacement of residents due to damage to structures, and allows for long-term planning to protect drinking water supply systems from contamination. From a livelihood perspective, flood mitigation of critical assets helps keep businesses open after a disaster event and allows workforces to return to work faster. Socially vulnerable populations also benefit from adaptation planning as it provides a more focused effort to expand resources for responding to impacts. Finally, natural resources are highly valued by the community and can be further protected by emphasizing their active role in building resilience.

TOWN OF FORT MYERS BEACH BACKGROUND INFORMATION

The Town of Fort Myers Beach is a residential municipality located on Estero Island in southwest Lee County, Florida, approximately 5.8 square miles in area. The Town is bordered by the Gulf of Mexico to the west, Estero Bay to the east, the Lovers Key State Park to the south, and San Carlos Island to the north. The estimated population is 5,251 residents as of July 1, 2023, per the United States Census Bureau.

Being situated in the Gulf of Mexico and surrounded by ocean on all sides, low-lying topography, and a high groundwater table make the Town vulnerable to the impacts of SLR, storm surge, tidal flooding, and extreme weather. These impacts, tax the Town's built and natural environments and require a concerted approach to devise an actionable resilience plan that sustains the quality of life, aligns policies and programs, balances life-cycle costs, and ultimately adapts to change.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Figure 1 shows the project location map for the Town of Fort Myers Beach Vulnerability Assessment.

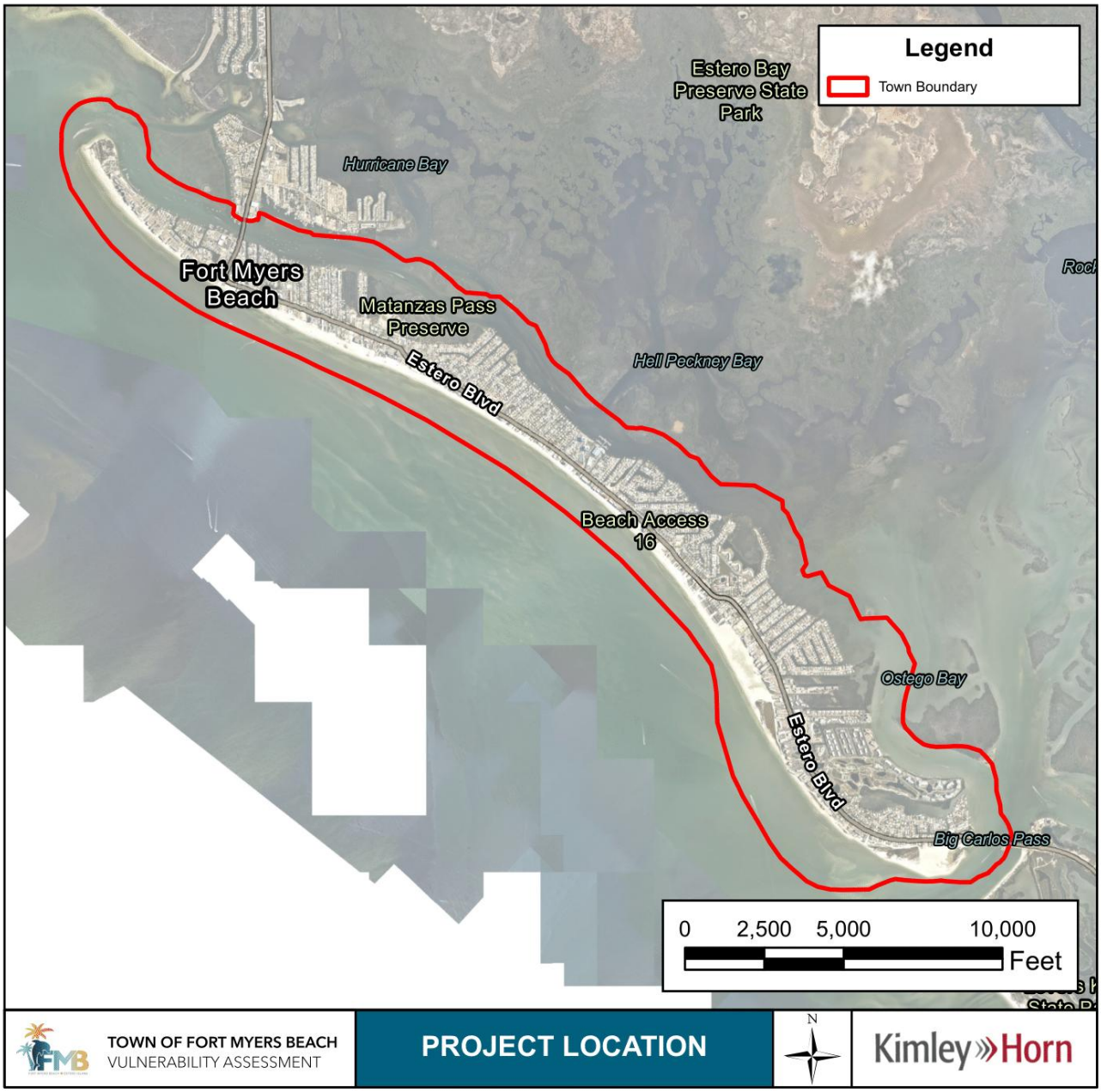


FIGURE 1: PROJECT LOCATION MAP

ADAPTATION PLAN COMPONENTS

As described in the Florida Adaptation Planning Guidebook, the identification of applicable adaptation strategies follows a three-step process, identified in bold below. The determination of focus areas is a typical step completed before the Adaptation Plan, but due to the scope of work for this project, it will occur in conjunction with its development. The integration into existing plans is a must and for the Town of Fort Myers Beach, vital for ensuring the results of the Adaptation Plan are in sync with the ongoing

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Comprehensive Plan updates. Therefore, the remaining sections of this document are separated as follows:

- Identification of focus areas
- Assess adaptive capacities
- Prioritize adaptation needs
- Identify adaptation strategies
- Integrate into existing plans

IDENTIFICATION OF FOCUS AREAS

The end goal of the Adaptation Plan is to recommend strategies that are feasible for implementation. However, identifying needed improvements is not enough. Funding sources, design alternatives, and public buy-in must all be secured before adaptation projects move forward. Identifying focus areas are therefore the first step to ensure the effort required by Town Staff is dedicated to the projects that will best prioritize their time and money and procure the greatest benefit for their communities.

The following subsections describe the data used to identify and rank the stormwater focus areas within the Town of Fort Myers Beach.

EVALUATION OF FOCUS AREAS

Areas of flooding within the Town were delineated based on topographical basins. These areas were then scored according to the following criteria:

- Number of critical assets included in the focus area
- Critical asset vulnerability in current and future conditions, as determined by any exposure to flooding in current and future conditions from Sensitivity Analysis results.
- Critical asset vulnerability in current conditions, as determined by flood risk level from Sensitivity Analysis results.
- Current and future zoning designation (residential or proposed redevelopment districts)
- Number of ongoing, planned, or completed stormwater projects
- Availability of Geographical Information System (GIS) stormwater network information
- Town Staff feedback on frequency of flooding, availability of funding for planned projects, and need for additional stormwater improvements

A point system was assigned to each criterion above as shown in ***Table 1***.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

TABLE 1: FOCUS AREA EVALUATION CRITERIA

Criteria		Point and Total Score Determination		
1	Number of critical assets	+1		1 asset located within focus area
		+2		2 or more assets located within focus area
2	*Critical asset vulnerability, as determined by any exposure to flooding in current and future conditions, from Sensitivity Analysis results.	+1	Total value/Total # of critical assets affected = score	Exposure to flooding in an Intermediate projection scenario
		+2		Exposure to flooding in an Intermediate-Low projection scenario
		+3		Exposure to flooding in a current condition scenario
3	**Critical asset vulnerability in current conditions, as determined by flood risk level from Sensitivity Analysis results.	+1	Total / Total Assets Affected = score	Critical asset vulnerable in the following scenarios: L, L<, L>
		+2		Critical asset vulnerable in the following scenarios: M, M<, M>
		+3		Critical asset vulnerable in the following scenarios: H, H<, H>
		+4		Critical asset vulnerable in the following scenarios: E
4	Current or future zoning	+1		Focus area contains Residential Area
		+1		Focus area contains Proposed District
5	Number of ongoing or planned projects	-1		1 project located within focus area
		-2		2 or more projects located within focus area
6	Number of completed projects	-1		1 project located within focus area
		-2		2 or more projects located within focus area
7	Availability of GIS stormwater network information	+1		1 or more known stormwater network assets missing in the Town's GIS for this focus area
8	Town of Fort Myers Staff Feedback	+3		Existing need for additional stormwater improvement projects
		+3		Funding is available for planned project(s)
		+5		Experiences frequent flooding

*Each asset in each focus area was assigned a value of 1-3 for each current, Intermediate-Low, and Intermediate sea level rise scenario, respectively, in which it has any exposure to flooding. The total for all assets in the focus area was then divided by the number of critical assets to get an average score for the focus area. Reference **Task 3 – Sensitivity Analysis** for more detail on exposure.

Each critical asset in each focus area was assigned a value of 1-3 for each current flooding scenario (100-year, 72-hour rainfall and tidal current scenarios, excluding the current storm surge and 500-year, 72-hour rainfall scenarios), based on whether it had a risk level of low, medium, high or extreme in that scenario. The total for all assets in the focus area was then divided by the number of assets to get an average score for the focus area. Reference **Task 3 – Sensitivity Analysis for more detail on risk level assignments.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

NUMBER OF CRITICAL ASSETS

The critical assets identified in **Task 1 – Data Collection** of the Fort Myers Beach Vulnerability Assessment were used to count the number of assets within each focus area. Focus areas received 1 point if one critical asset was included, and 2 points if two or more critical assets were included in the focus area. Where focus area basin boundaries bisected critical assets, the delineation was adjusted to encompass the full extent of the associated asset within a single focus area. Surface waters, wetlands, parks, and conservation lands were excluded from consideration because of their natural propensity to flooding. However, historical and cultural structures classified within the Natural, Cultural, and Historical Assets category, were included in this assessment.

CRITICAL ASSET VULNERABILITY TO FLOODING

Critical asset vulnerability, as determined by any exposure to flooding in current and future conditions, from Sensitivity Analysis results.

Critical assets within each focus area were given points for every scenario in which they were exposed to flooding at any risk level (refer to **Task 3 – Sensitivity Analysis** for more detail on risk levels).The 10 scenarios were chosen from the Vulnerability Assessment and are listed in ***Table 2***. The table also lists the number of points assigned if the critical asset had any exposure to flooding in that scenario. The purpose is to assign higher scores to focus areas that are impacted in existing conditions, as the Town of Fort Myers Beach has experienced significant flooding in the recent past and is focused on mitigation strategies that can be applied in the short term. These points were summed for all critical assets and divided by the number of critical assets in each focus area to generate a final score for this criterion.

TABLE 2: FOCUS AREA SCENARIOS EVALUATED WITH ASSOCIATED BASELINE FLOOD ELEVATION

Scenarios Used to Identify Focus Areas	Points Assigned to Each Critical Asset
Current 100YR, 72HR Rainfall	3
Current Tidal Flooding	3
100YR72HR with SLR IL2050	2
100YR72HR with SLR I2050	1
100YR72HR with SLR IL2080	2
100YR72HR with SLR I2080	1
Tidal Flooding with SLR IL2050	2
Tidal Flooding with SLR I2050	1
Tidal Flooding with SLR IL2080	2
Tidal Flooding with SLR I2080	1

Critical asset vulnerability in current conditions, as determined by flood risk level from Sensitivity Analysis results.

The sensitivity analysis results were also used to score each focus area based on the risk level of critical assets impacted by flooding in current condition scenarios (including the 100-year, 72-hour rainfall and tidal current scenarios, and excluding the current storm surge and 500-year, 72-hour rainfall scenarios). The critical assets within a focus area were assigned points based on their risk level scale of low, moderate, high, and extreme impact in each current condition scenario (refer to **Task 3 – Sensitivity Analysis** for more detail). The values assigned to each scale level were as follows: 1 point for low impact (L), 2 points for moderate impact (M), 3 points for high impact (H), and 4 points for

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

extreme impact. These points were summed and divided by the number of critical assets in each focus area to generate a final score for this criterion.

For both criteria discussed above, storm surge scenarios were excluded, as the majority of critical assets within the Town are subject to flood depths of 4 ft or greater in these scenarios, limiting the ability to delineate focus areas for targeted strategies. 500-year, 72-hour rainfall scenarios were excluded since any exposure to rainfall flooding is already accounted for by the 100-year, 72-hour rainfall scenario. Additionally compound flooding events were excluded to evaluate tidal and rainfall flooding independently.

Current or Future Zoning

On September 18 to 19, 2023, the Town of Fort Myers Beach conducted a community engagement workshop to discuss long-term recovery planning, update residents on short-term recovery efforts, and gather public input on priority recovery efforts. When asked about preferred areas of focus for long-term recovery, 32% of respondents identified housing as the top priority. Additionally, residents expressed the importance of preserving residential neighborhoods and restricting density to promote a small-town feel. Based on this feedback, focus areas that encompassed a residential zoning district received 1 point. Focus areas received an additional point if any proposed districts, from the future zoning map, were encompassed by the focus area. See **APPENDIX A** for the Town's community engagement workshop summary and **APPENDIX B** for current and future zoning maps.

Number of Completed, Ongoing, and Planned Stormwater Projects

Data on transportation, stormwater, and beach renourishment projects were collected, including the status of each project, categorized as completed, ongoing, or planned. See ***Table 3*** below for list of Town stormwater projects evaluated for this criterion. Projects located within a focus area were considered a potential mitigating factor, as their implementation is aimed at reducing flood risk. However, subsequent sections of this Adaptation Plan will discuss how further evaluation of the impact of projects following storm events by the Town is recommended to better assess the effectiveness of each project.

To account for the potential flood risk reduction, point deductions were applied as follows: focus areas were deducted 1 point for the presence of one ongoing or planned project, and 2 points for two or more ongoing or planned projects. Similarly, 1 point was deducted for a single completed project, and 2 points for two or more completed projects. Refer to **APPENDIX C** for a location exhibit of all projects evaluated.

TABLE 3: STORMWATER IMPROVEMENT PROJECTS IN TOWN OF FORT MYERS BEACH

Project Name	Project Status	Type	Scheduled Start Date	Scheduled End Date	Improvement
Big Carlos Pass Bridge	Ongoing	Transportation	5/1/2023	-	Bridge replacement
Carlos Circle Drainage Improvements	Ongoing	Stormwater	9/4/2024	-	Improve Storm Drainage
Emergency Berm #1	Finished	Shoreline	12/28/2022	12/1/2023	Beach Renourishment
Emergency Berm #2	Finished	Shoreline	12/28/2022	12/1/2023	Beach Renourishment
Emergency Berm #3	Finished	Shoreline	12/28/2022	12/1/2023	Beach Renourishment

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Project Name	Project Status	Type	Scheduled Start Date	Scheduled End Date	Improvement
Emergency Berm #4	Finished	Shoreline	12/28/2022	12/1/2023	Beach Renourishment
Emergency Berm #5	Finished	Shoreline	12/28/2022	12/1/2023	Beach Renourishment
Estero Blvd Storm Drain Phase #1	Finished	Stormwater	-	-	Replace Storm Drainage
Estero Blvd Storm Drain Phase #2	Finished	Stormwater	-	-	Replace Storm Drainage
Estero Blvd Storm Drain Phase #2 Part 1	Finished	Stormwater	-	-	Storm Drainage
Estero Blvd Storm Drain Phase #2 Part 2	Finished	Stormwater	-	-	Storm Drainage
Estero Blvd Storm Drain Phase #3	Finished	Stormwater	-	-	Replace Storm Drainage
Estero Blvd Storm Drain Phase #4	Finished	Stormwater	-	-	Restore and Improve Storm Drainage
Estero Boulevard Restoration	Ongoing	Transportation	8/20/2024	-	Restore Storm Drainage
Estero Boulevard Segment 1 - 6	Finished	Transportation	-	-	Improve Storm Drainage
ESTERO ISLAND SHORELINE Protection Project - North	Finished	Shoreline	-	-	Beach Renourishment
ESTERO ISLAND SHORELINE PROTECTION PROJECT - South	Ongoing	Shoreline	-	-	Beach Renourishment
Matanzas Pass Bridge Base Traffic and Landscaping	Planned	Transportation	-	-	Improve Storm Drainage
North Estero Project	Finished	Stormwater	-	-	Replace and Improve Storm Drainage
Stormwater Drains – Tier 1 Albatross St	Ongoing	Stormwater	8/26/2024	10/25/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Anchorage Street	Ongoing	Stormwater	7/23/2024	8/23/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Andre Mar Dr	Ongoing	Stormwater	11/14/2024	12/23/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Avenida Carita	Ongoing	Stormwater	5/27/2024	6/17/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Bahia Via	Ongoing	Stormwater	3/11/2024	5/6/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Bayland Rd	Ongoing	Stormwater	1/22/2025	3/24/2025	Stormwater Network Improvement

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Project Name	Project Status	Type	Scheduled Start Date	Scheduled End Date	Improvement
Stormwater Drains - Tier 1 Bayside Rd	Ongoing	Stormwater	12/17/2024	1/21/2025	Stormwater Network Improvement
Stormwater Drains - Tier 1 Bayview Blvd	Ongoing	Stormwater	7/15/2024	8/30/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Clearview Blvd	Ongoing	Stormwater	9/3/2024	11/4/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Coconut Drive	Ongoing	Stormwater	4/29/2024	5/17/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Curlew St	Ongoing	Stormwater	6/11/2024	7/11/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Egret St	Ongoing	Stormwater	7/4/2024	7/22/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Estrellita Drive	Ongoing	Stormwater	4/22/2024	6/3/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Fairview Blvd	Ongoing	Stormwater	9/2/2024	10/28/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Flamingo St	Ongoing	Stormwater	6/18/2024	7/12/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Gulfview Avenue	Ongoing	Stormwater	12/30/2024	1/29/2025	Stormwater Network Improvement
Stormwater Drains - Tier 1 Hibiscus Drive	Ongoing	Stormwater	5/7/2024	5/24/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Ibis St	Ongoing	Stormwater	7/12/2024	7/29/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Indian Bayou Dr	Ongoing	Stormwater	6/4/2024	6/20/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Madison Ct	Ongoing	Stormwater	11/7/2024	12/16/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Mandalay Rd	Ongoing	Stormwater	12/16/2024	1/14/2025	Stormwater Network Improvement
Stormwater Drains - Tier 1 Palmview Blvd	Ongoing	Stormwater	10/29/2024	11/13/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Pepita Street	Ongoing	Stormwater	4/17/2024	5/17/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Randy Lane	Ongoing	Stormwater	5/20/2024	6/10/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Sabal Drive	Ongoing	Stormwater	5/3/2024	5/20/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Seminole Way	Ongoing	Stormwater	4/15/2024	4/26/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Seminole Way	Ongoing	Stormwater	2/6/2025	3/31/2025	Stormwater Network Improvement
Stormwater Drains - Tier 1 Shell Mound Blvd	Ongoing	Stormwater	11/5/2024	12/13/2024	Stormwater Network Improvement

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Project Name	Project Status	Type	Scheduled Start Date	Scheduled End Date	Improvement
Stormwater Drains - Tier 1 St Peters Drive	Ongoing	Stormwater	7/30/2024	8/31/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Sterling Ave	Ongoing	Stormwater	1/30/2025	3/28/2025	Stormwater Network Improvement
Stormwater Drains - Tier 1 Sunview Blvd	Ongoing	Stormwater	10/28/2024	11/6/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Widgeon Ter	Ongoing	Stormwater	6/11/2024	7/3/2024	Stormwater Network Improvement
Stormwater Drains - Tier 1 Williams Drive	Ongoing	Stormwater	3/11/2024	6/10/2024	Stormwater Network Improvement

Stormwater Master Plan Proposed Projects and Modeling

The Town of Fort Myers Beach Stormwater Master Plan (SWMP) was completed in September 2010 and identified three focus areas for recommended improvements. These areas were used as a starting point for basin delineation where appropriate. The recommended improvements were discussed with the Town to understand whether they had been constructed, or if they were still a priority for the Town. The SWMP also noted constraints for flood mitigation within the Town including limited topographic relief, limited available land for stormwater storage or infiltration, and tidal influences.

Availability of GIS Stormwater Network

The Town of Fort Myers Beach provided Kimley-Horn with point and line GIS layers representing the existing stormwater network within the Town. However, these datasets appear to be incomplete and may not reflect recent infrastructure updates, as gaps are evident within the network, and were discussed with Town Staff. Focus areas containing one or more known GIS stormwater network data gaps received 1 point under this criterion.

Town of Fort Myers Beach Staff Feedback

Kimley-Horn met with the Town of Fort Myers Beach and Utilities Department on March 31, 2025 to present the draft focus areas. During the meeting, Staff provided insight on areas prone to flooding and clarified the status and impact of any ongoing or planned infrastructure projects. Based on feedback collected at the meeting, the focus areas were revised and updated accordingly. Focus areas with ongoing or planned projects but those that the Town indicated may need additional improvements were assigned 3 points. Focus areas with planned projects but no funding allocated were assigned 3 points. Additionally, focus areas identified by the Town as having known flooding concerns were assigned a score of 5 points under this criterion.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

FINAL FOCUS AREAS AND RANKING

The focus areas in ***Figure 2*** summarize the areas discussed above that are in need of mitigation and adaptation strategies. ***Table 4*** ranks these areas from highest to lowest priority. See **APPENDIX D** for a detailed exhibit of focus area delineations.

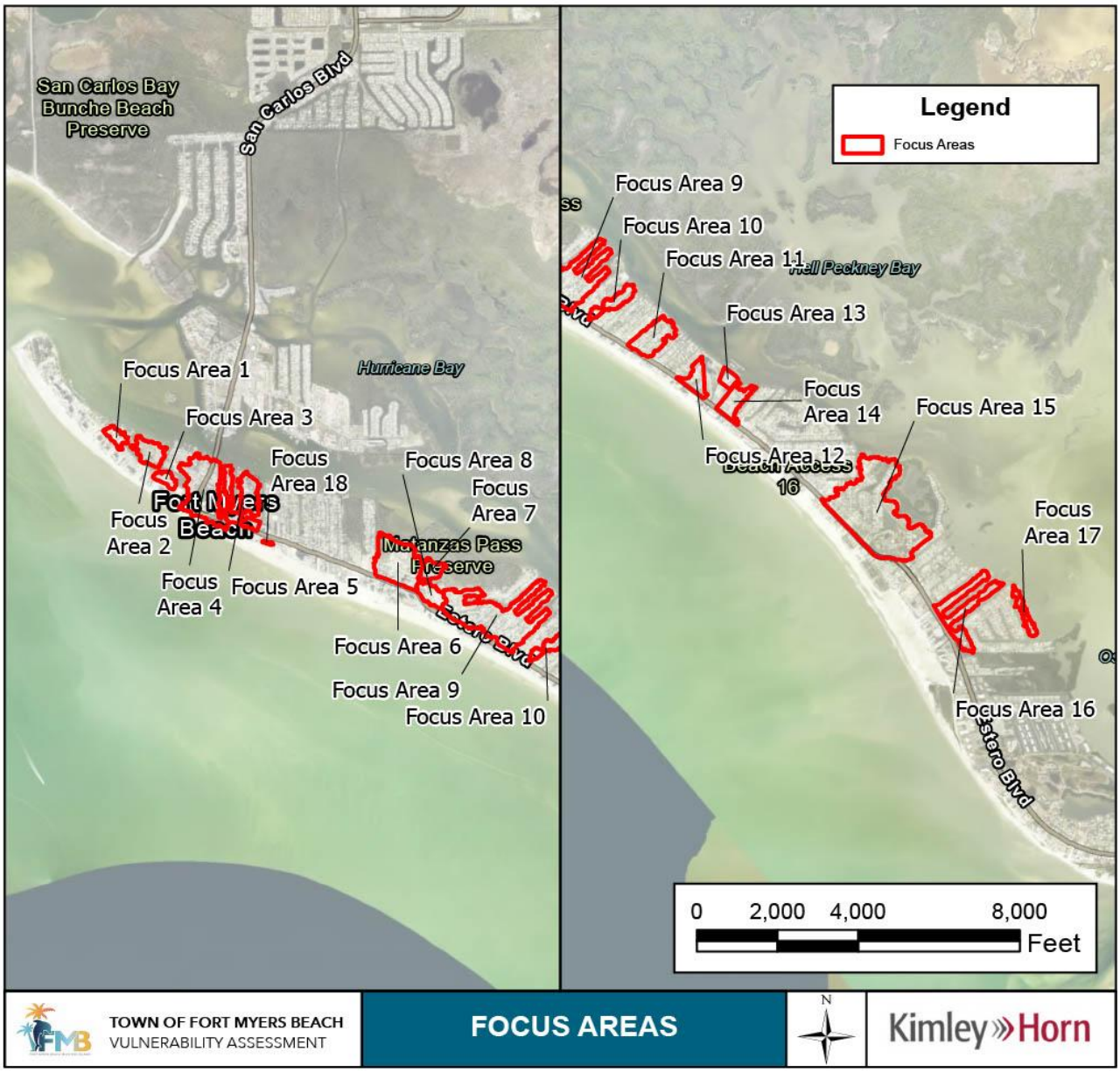


FIGURE 2: FOCUS AREAS

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

TABLE 4. FOCUS AREA RANKINGS

	1	2	3	4	5	6	7	8				
Focus Area	Number of Critical Assets	Critical asset vulnerability, as determined by any exposure to flooding in current and future conditions	Critical asset vulnerability in current conditions, as determined by flood risk level	Current or Future Zoning	Ongoing and Planned Projects	Completed Projects	Availability of GIS Stormwater Network Information	Town Feedback			Total Score	Rank
								Additional Improvements	Funding Availability	Frequent Flooding		
6	2	12.4	2.8	2	0	-2	0	5	3	0	**25**	**1**
4	2	9.3	1.4	2	-2	-2	0	5	0	0	**16**	**2**
1	1	0	0	1	-1	-1	1	5	3	0	**9**	**3**
5	2	5.5	1.2	1	-1	0	0	0	0	0	**9**	**4**
16	1	0	0	1	-1	0	1	5	0	0	**7**	**5**
18	0	0	0	1	0	0	1	5	0	0	**7**	**6**
13	1	4	0	0	0	0	0	0	0	0	**5**	**7**
15	1	0	0	2	-2	-1	0	5	0	0	**5**	**8**
17	0	0	0	1	-1	0	0	5	0	0	**5**	**9**
9	2	0	0	1	0	-1	1	0	0	0	**3**	**10**
11	0	0	0	1	0	0	1	0	0	0	**2**	**11**
3	0	0	0	2	0	-1	0	0	0	0	**1**	**12**
8	0	0	0	1	0	0	0	0	0	0	**1**	**13**
10	0	0	0	1	-1	0	1	0	0	0	**1**	**14**
12	0	0	0	2	-1	0	0	0	0	0	**1**	**15**
2	0	0	0	1	0	-1	0	0	0	0	**0**	**16**
7	0	0	0	1	0	-1	0	0	0	0	**0**	**17**
14	0	0	0	1	-1	0	0	0	0	0	**0**	**18**

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

ADAPTIVE CAPACITIES

As defined by the Intergovernmental Panel on Climate Change, adaptive capacities are the characteristics of a system that allow it to adjust to climate change by mitigating potential damages, taking advantage of opportunities and coping with the consequence. This is an important step in developing an adaptation plan because it defines the baseline of the municipality's preparedness, to then determine how to expand and enhance its capacities.

This section will assess the adaptive capacities of the Town of Fort Myers Beach within the following categories:

- Regulatory and planning capabilities
- Administrative and technical capabilities
- Fiscal capacity
- Infrastructure

REGULATORY AND PLANNING CAPABILITIES

Comprehensive Plan

Comprehensive Plans allow municipalities to proactively plan for their development and future land use with the community's preferences and desires in mind. The documents are usually organized into two sections: one focusing on goals, objectives, and policies, and the other on data, inventory, and analysis.

For the purposes of the adaptation plan, the Comprehensive Plan of the Town of Fort Myers Beach was reviewed for all sections related to stormwater, flooding, and sea level rise to understand to what extent the Town considers these hazards when planning future zoning, development, and beach access. The original version of the Comprehensive Plan was developed in 1999 and since then has included a Future Land Use Element, Coastal Management Element, Stormwater Management Element and a Capital Improvements Element. After the 1999 Comprehensive Plan was adopted, amendments made in the 2008-2009 cycle were found to be in compliance by the Florida Department of Community Affairs (DCA) and adopted in 2009 and 2010.[1] Additional proposed amendments developed in 2023 have been presented to the Town Council but are not yet adopted.

Table 5 presents the relevant policies and language in the original, amended and draft Comprehensive Plan. The latest proposed amendments show that recent flooding events and state legislature acknowledgment of the benefit of evaluating resiliency to diverse types of flooding, including sea level rise, have resulted in an increased focus on actions to mitigate damages from flooding. For example, Goal 4 of the Coastal Management Element, which describes the Town's desire to be a "healthy and vibrant small town" by balancing the natural and man-made amenities it encompasses with mitigating damage that a hurricane can cause, was revised to include *"*damage to the natural and built environment that a hurricane, sea-level rise, and coastal erosion could inflict*"*. It also emphasizes the goal of public outreach and education on the potential effects of flooding and sea level rise.

[1] Only certain portions of the 1999 Comprehensive Plan were legally "adopted"

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

TABLE 5. COMPREHENSIVE PLAN SUMMARY

		Original Comprehensive Plan	Adopted Amendments	Draft Amendments
FUTURE LAND USE ELEMENT	4-A-5 Small-Town Character	The town contains many important natural resources despite its urbanized character. Preservation of those resources is of the highest importance and is a frequent theme throughout this plan		Preservation of those resources is of the highest importance and is a frequent theme throughout this plan***. Efforts shall be made to update the Town's land development regulations to address development in floodplains, shoreline protection, wetlands protection, water quality, urban forestry and habitats for listed protected or endangered species.***
	FLU-1-A-8 Small-Town Character			***The Town, together with the private sector, shall consider proactive steps and pilot programs to adapt for sea level rise and storm surges, pg. 3 including but not limited to preserving transportation options, increasing residential building resiliency, preserving landscaping and residential building aesthetics, and preserving water quality.***

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

		Original Comprehensive Plan	Adopted Amendments	Draft Amendments
	4-D-1 Post-Disaster Build back Policy	Following a natural disaster, land may be redeveloped in accordance with the Future Land Use Map or, at the landowner's option, in accordance with the following "buildback policy" begun by Lee County in 1989. This policy applies only where development is damaged by fire, hurricane or other natural disaster, and allows the following options: ▪ Buildings/development damaged less than 50% of their replacement cost (measured at the time of damage) can be rebuilt to their original condition, subject only to current building and life safety codes; ***however, this threshold is reduced to 20% for buildings previously damaged by flooding of $1,000 or more under the National Flood Insurance Program***. ▪ Buildings/development damaged more than 50% of their replacement cost can be rebuilt to their legally documented actual use, density, intensity, size, and style provided the new construction complies with: i. federal requirements for elevation above the l00-year flood level; ii. any building code requirements for floodproofing; iii. current building and life safety codes iv. Coastal Construction Control Line requirements; and v. any required zoning or other development regulations (other than density or intensity), except where compliance with such regulations would preclude reconstruction otherwise intended by this policy. vi. Redevelopment of damaged property is not allowed for a more intense use or at a density higher than the original lawful density except where such higher density is permitted under this plan and the town's land development regulations.	Buildings/development damaged less than 50% of their replacement cost (measured at the time of damage) can be rebuilt to their original condition, subject only to current building and life safety codes**; *~~however, this threshold is reduced to 20% for buildings previously damaged by flooding of $1,000 or more under the National Flood Insurance Program.~~***	

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

		Original Comprehensive Plan	Adopted Amendments	Draft Amendments
	4-E-1 Pre-Disaster Build Back Policy	Owners of existing developments that exceed the current density or height limits may also be permitted to replace it at up to the existing lawful density and intensity prior to a natural disaster. Landowners may request this option through the planned development rezoning process, which requires a public hearing and notification of adjacent property owners. The town will approve, modify, or deny such a request based on the conformance of the specific proposal with this comprehensive plan, including its land-use and design policies, pedestrian orientation, and natural resource criteria.	Owners of existing developments that exceed the current density or height limits may also be permitted to replace it for the same use at up to the existing lawful density and intensity (up to the original square footage) prior to a natural disaster. Landowners may request this option through the planned development rezoning process, which requires a public hearing and notification of adjacent property owners. The town will approve, modify, or deny such a request based on the conformance of the specific proposal with this comprehensive plan, including its land-use and design policies, pedestrian orientation, and natural resource criteria. ***The Town Council may approve additional enclosed square-footage only if an existing building is being elevated on property that allows commercial uses; dry-floodproofed commercial space at ground level could be permitted in addition to the replacement of the pre-existing enclosed square footage.***	Owners of existing developments that exceed the current density or height limits may also be permitted to replace for the same use it at up to the existing lawful density and intensity (up to the original square footage) prior to a natural disaster. Landowners may request this option through the planned development rezoning process, which requires a public hearing and notification of adjacent property owners. The town will approve, modify, or deny such a request based on the conformance of the specific proposal with this comprehensive plan, including its land-use and design policies, pedestrian orientation, and natural resource criteria. ***Such development shall be deemed legally nonconforming where applicable. The Town may require that the new building be built to a higher resiliency standard as a condition to allow the non-conformity, including adherence to FEMA regulations and the Florida Building Code.*** The Town Council may approve additional enclosed square-footage only if an existing building is being elevated on property that allows commercial uses; dry-floodproofed commercial space at ground level could be permitted in addition to the replacement of the pre-existing enclosed square footage.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

		Original Comprehensive Plan	Adopted Amendments	Draft Amendments
	4-E-2 Coastal Setbacks	To protect against future storm damage and to maintain healthy beaches, the Town of Fort Myers Beach wishes to see all buildings relocated landward of the 1978 Coastal Construction Control Line. This line has been used on the Future Land Use Map to delineate the edge of land-use categories allowing urban development. Some existing buildings lie partially seaward of this line; when these buildings are reconstructed (either before or after a natural disaster), they shall be rebuilt landward of this line. Exceptions to this rule may be permitted by the town only where it can be scientifically demonstrated that the 1978 line is irrelevant because of more recent changes to the natural shoreline. The town shall seek the opinion of the Florida Department of Environmental Protection in evaluating any requests for exceptions. (Exceptions must also comply with all state laws and regulations regarding coastal construction.)		

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

		Original Comprehensive Plan	Adopted Amendments	Draft Amendments
	4-E-3 National Flood Insurance Program	The town will continually maintain a floodplain ordinance that reduces future damage from flooding and qualifies landowners for the National Flood Insurance Program (NFIP). The town shall modify its current **floodplain ordinance** in accordance with this comprehensive plan through measures such as: ▪ **Not counting costs of strengthening buildings as "improvements" that are limited to 50% of a building's value; and** ▪ **Minimizing the negative effects of the 50% rule on historic buildings; and** ▪ **Adjusting the time period for calculating the 50% rule to encourage healthy redevelopment in this plan's "Pedestrian Commercial", "Mixed-Use" category; and** ▪ **Providing reasonable alternatives for determining the value of older buildings.**		*The town will continually maintain a floodplain ordinance that reduces future damage from flooding and qualifies landowners for the National Flood Insurance Program (NFIP). The town shall modify its current floodplain ordinance in accordance with this comprehensive plan through measures such as:* ***means that encourage higher standards and strategies that will improve the Town's NFIP Community Rating System (CRS) rating and ensure availability of flood insurance and flood insurance premium discounts for residents.*** ▪ ~~***not counting costs of strengthening buildings as "improvements" that are limited to 50% of a building's value; and***~~ ▪ ~~***minimizing the negative effects of the 50% rule on historic buildings; and***~~ ▪ ~~***adjusting the time period for calculating the 50% rule to encourage healthy redevelopment in this plan's "Pedestrian Commercial" "Mixed-Use" category; and***~~ ▪ ~~***providing reasonable alternatives for determining the value of older building***~~

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

		Original Comprehensive Plan	Adopted Amendments	Draft Amendments
	4-E-4 Floodproofing of Commercial	Where commercial development is allowed by this comprehensive plan, full-height dry floodproofing is the most desirable alternative for providing ground-level commercial space in pedestrian areas.		
	4-F-1 Redevelopment of Historic	The protection of historic buildings is of great importance to the town, and shall be aided by implementing the policies set forth in other elements of this comprehensive plan.		
COASTAL MANAGEMENT ELEMENT	5-A-1 Coastal Planning	The town shall maintain and enforce building codes at least as stringent as required by Florida law to limit the potential damage of structures from hurricanes, tropical storms. These codes shall include wind-resistance commensurate with the risk of a coastal environment and building elevation requirements that conform with federal laws and Flood Insurance Rate Maps.		The town shall maintain and enforce building codes at least as stringent as required by Florida law to limit the potential damage of structures from hurricanes, tropical storms, and ***flooding.***
	5-A-6 Coastal Planning		***The entire town is located within the coastal high-hazard area, as shown on Figure 17 which is part of the adopted Future Land Use Map series (see Policy 4-B-2).***	
	5-B-2 Natural Disaster	The town shall participate fully in the federal government's National Flood Insurance Program and seek constant improvements under the Community Rating System.		

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

		Original Comprehensive Plan	Adopted Amendments	Draft Amendments
	5-B-4 Natural Disaster Planning	The town shall develop and adopt a storm emergency plan for preparing for, responding to, and recovering from a hurricane or tropical storm. Hazard mitigation recommendations of local peacetime emergency plan or interagency hazard mitigation reports shall be evaluated for inclusion in the town's plans.		The town shall develop and adopt a storm emergency plan for preparing for, responding to, and recovering from a hurricane or tropical storm. ***The emergency plan shall be reviewed and updated every five (5) years in conjunction with any updates to the town's roadway level of service.*** Hazard mitigation recommendations of local peacetime emergency plan or interagency hazard mitigation reports shall be evaluated for inclusion in the town's plans.
	5-C-2 Post-Disaster Redevelopment	The town shall evaluate the elevation and drainage characteristics of evacuation routes to the mainland to identify problem areas that may prematurely block evacuation. Solutions shall be sought in cooperation with agencies having jurisdiction over such facilities.		
	5-C-4 Post-Disaster Redevelopment	Roads should be designed to manage minimum levels of flooding and be located where least susceptible to storm damage.		
	5-C-5 Post-Disaster	New publicly funded buildings within the town shall be designed to withstand major storms and be able to serve as shelters/operation centers for emergency personnel.		

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

		Original Comprehensive Plan	Adopted Amendments	Draft Amendments
	5-C-7 Post-Disaster Redevelopment	Continue to inventory buildings that are repeatedly damaged by flood waters to identify those that have recorded one or more National Flood Insurance Program (NFIP) flood losses of $1,000 or more since 1978. **Require that such buildings be brought into compliance with current regulatory standards for new construction if they are damaged again by flooding.**	*Continue to inventory buildings that are repeatedly damaged by flood waters to identify those that have recorded one or more National Flood Insurance Program (NFIP) flood losses of $1,000 or more since 1978.* ***~~Require that such buildings be brought into compliance with current regulatory standards for new construction if they are damaged again by flooding.~~***	Continue to inventory buildings that are repeatedly damaged by flood waters to identify those that have recorded one or more National Flood Insurance Program (NFIP) flood losses of $1,000 or more since 1978. ***Buildings identified as a repetitive loss by FEMA since 1978 shall be demolished and shall be permitted to be reconstructed under the town's build back policy, or current regulations.***
	5-D-1(v) Beaches and Dunes	Development (other than minor structures) shall not be allowed seaward of the 1978 Coastal Construction Control Line. Development seaward of the 1991 Coastal Construction Control Line may be permitted provided it complies with this comprehensive plan and all state and local permitting requirements.		
STORMWATER MANAGEMENT ELEMENT	**9-A-1 Contamination**	Establish, fund, and implement a program to monitor the environmental impacts of stormwater runoff. This monitoring plan shall be designed to ensure that data collected will be useful in leading the town toward pollution-reducing strategies. If appropriate, this program may incorporate any monitoring requirements under the National Pollution Discharge Elimination System.		
	9-C-1 Erosion	*Reduce erosion from new discharges through techniques such as:* i. Discouraging or prohibiting construction of swales that will not be vegetated; ii. Establishing maximum allowable discharge velocities for design storm(s) for new construction and redevelopment; and iii. Prohibiting discharge of stormwater onto beaches		

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

		Original Comprehensive Plan	Adopted Amendments	Draft Amendments
	9-D-1 Levels of Service	*Until replaced following the evaluation described under Objective 9-F, interim levels of service are hereby established for protection from flooding to be provided by stormwater and roadway facilities* i. 3-day, 100-year storm, one lane of evacuation routes should remain passable (less than 6 inches of standing water over the crown). Emergency shelters and essential services should not be flooded. ii. 3-day, 25-year storm, all lanes of evacuation routes should remain passable. iii. During coastal flooding of up to 4 feet above mean sea level, all lanes of evacuation routes should remain passable and emergency shelters should not be flooded		
	9-D-3 Levels of Service	*Identify by 1999 any emergency shelters and portions of evacuation routes subject to flooding during coastal flooding of 4.0, 5.0, and 6.0 feet above mean sea level.*		
	9-D-4 Levels of Service	*Identify options to improve flood-prone emergency shelters and evacuation routes, including but not limited to:* i. Raising the elevation of low-lying roads; ii. Berming/diking/elevating shelter facilities; and iii. Installing flap-valves on stormwater discharges where appropriate		
	9-E-2 Preliminary Drainage Study	*Identify significant existing drainage problem areas through logs of citizen complaints and a public outreach effort.*	*Identify by **2009** 1999 all existing drainage facilities and poorly drained areas.*	

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

		Original Comprehensive Plan	Adopted Amendments	Draft Amendments
	9-F-1 Stormwater Master Plan	*This evaluation shall determine the nature of potential improvements to the existing stormwater system to improve drainage and to reduce the level of contaminants running off into tidal waters.*	*The Fort Myers Beach Comprehensive Plan is hereby amended regarding timing for completion of a stormwater master plan by amending Objective 9-F of the Stormwater Management Element.* *Evaluate by **2010** 2000 the need to improve public stormwater management facilities*	
	9-F-1 Stormwater Master Plan	*The Town Council shall establish a funding source within two additional years to begin carrying out the selected stormwater improvements. This funding source may include revenue from gas taxes, ad valorem collections, stormwater utility fees, or other recurring sources.*		
CAPITAL IMPROVEMENTS ELEMENT	**10-D-3 Recreation Level of**		*The Recreational Level-of-Service Standard was modified to include the following: Lee County wants the town to take over management of this facility [Bay Oaks Recreation Center] as early as October 1, 2009.*	
	Revised Five-Year Schedule of Capital Improvements	*The relevant Capital Improvements projects listed in the original FY 04/04 -08/09 Five-Year Schedule of Capital Improvements are listed below:* ▪ *Transportation/drainage maintenance, etc.* ▪ *GIS project* ▪ *Beach restoration* ▪ *Bay Oaks Park improvements*	*The Capital Improvement Plan was amended to (CIP) include the Capital Improvement projects listed below in the in the Revised Five-Year Schedule of Capital Improvements, FY 09/09 to 12/13:* ▪ *Stormwater master plan and early implementation* ▪ *Stormwater plan from Carolina to Tropical Shores*	

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Fort Myers Beach Code of Ordinances

The Comprehensive Plan serves as the foundational guide for the Town's long-term vision and development. The Code of Ordinances translates the policies in the Comprehensive Plan into enforceable regulations, but ordinances are only adopted when the Town Council actively seeks to implement them through formal approval.

The following are the regulations relevant to the Comprehensive Plan policies discussed in the previous section of this Adaptation Plan:

- **Sec. 10-321 (a)(2)(b)**
  - *"Dry-floodproofing" of sidewalk-level commercial and professional space is the preferred method of flood protection in the Future Land Use Map's Pedestrian Commercial category (see § 6-472(4) of this LDC). The town deems dry-floodproofed floor space to be equivalent to elevating commercial floor space above the 100-year flood elevation for purposes of compliance with the building floor elevation requirements in the basis of review.*
- **Sec. 10-321 (c)**
  - *Commercial space below the base flood elevation (at ground level) requires* dry-floodproofing *of the building (see §§ 6-401—6-474 of this LDC).*
  - *Space below the base flood elevation in new residential buildings may be used only for parking and limited storage (see §§ 6-401—6-474 of this LDC).*
- **Sec. 26-75 (b)**
  - *The town encourages owners of existing seawalls to replace them with riprap revetment and/or the planting of mangroves.*
- **Sec. 26-75 (c)**
  - *Except as provided in this division, and where the director determines there is no reasonable alternative, seawalls and retaining walls must be placed landward of the mean high-water line and landward of all wetland vegetation, including mangrove prop roots and pneumatophores.*
- **Sec. 26-77(a)**
  - *The Fort Myers Beach Comprehensive Plan, primarily through Policy 5-D-1, strictly regulates hardened structures along the natural shoreline.*
- **Sec. 26-77(b)**
  - *New or expanded seawalls are not allowed along natural waterbodies. Retaining walls are permitted along natural waterbodies, except along the Gulf of Mexico.*
- **Sec. 34-631 (a)(2)**
  - *Measured in feet, the height of a building shall be the vertical distance measured from one foot above the base flood elevation (BFE), (up to three feet above the BFE if the developer chooses to elevate the first living level more than the required minimum) to the following point on each roof type.*

Land Development Code

The Land Development Code is Appendix A to the Fort Myers Beach Code of Ordinances and "***constitutes the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience, and general welfare***." Many of The Town's Comprehensive Plan's policies include references and proposed modifications to the Land Development Code "*to guide further development and redevelopment."*

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

In terms of development patterns permitted to mitigate flooding and impacts from flooding, Chapter 6 – Maintenance Codes, Building Codes and Coastal Regulations contains the following regulations:

- Article III – Coastal Construction Code
  - **Sec. 6-366 (a)** *In addition to complying with all other provisions of this code, major structures must be built landward of the 1978 Coastal Construction Control Line except where a major structure may be specifically allowed by this code to extend across this line. The 1978 Coastal Construction Control Line is depicted on the future land use map as the seaward edge of land-use categories allowing urban development and as the landward edge of the recreation land-use category. This line is also the landward edge of the EC (Environmentally Critical) zoning district.*
  - **Sec. 6-366 (b)** *When existing major structures that were built partially or fully seaward of the 1978 Coastal Construction Control Line are reconstructed, they shall be rebuilt landward of this line. Exceptions to this rule may be permitted through the planned development zoning process only where it can be scientifically demonstrated that the 1978 Coastal Construction Control Line is irrelevant because of more recent changes to the natural shoreline. The town shall seek the opinion of the Florida Department of Environmental Protection in evaluating any requests for exceptions.*
- Article V – Nonconformities
  - **Sec. 34-3237** *Owners of buildings or groups of buildings that exceed the density, intensity, or height limits for new buildings may seek permission from the town council to voluntarily replace those buildings at up to the existing lawful density or intensity and up to the existing height in accordance with Policy 4-E-1 of the Fort Myers Beach Comprehensive Plan, as follows:*
    1) *The replacement building must meet the floodplain regulations for new buildings, as provided in article IV of ch. 6 of this LDC.*
    2) *The replacement building must meet the coastal construction requirements that apply to new structures, as provided in article III of ch. 6 of this LDC and in state regulations. Due to these requirements, habitable major structures and most minor structures must be rebuilt landward of the 1978 coastal construction control line.*
    7) *If the lowest floor of the rebuilt building must be elevated higher than the existing building to comply with current floodplain or coastal regulations, then the total height of the rebuilt building can be increased by the same amount. However, any pre-disaster buildback request for additional height beyond that increment must comply with Policy 4-C-4 of the comprehensive plan in the same manner as that policy would apply to an entirely new building on vacant land.*
  - **Sec. 3238** *Owners of buildings or groups of buildings that exceed the density, intensity, or height limits for new buildings and that are damaged or destroyed by a disaster, including fire, tropical storms, floods, and hurricanes, shall be permitted to replace those buildings at up to their pre-disaster lawful density, intensity, and/or height in accordance with Policy 4-D-1 of the Fort Myers Beach Comprehensive Plan.*
    1) *Less than 50 percent damage. If the cost to repair the damaged building is less than 50 percent of the building's value and the repair is thus not a "substantial improvement" as that term is defined in § 6-405 of this LDC, then the following rules shall apply:*

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

a) *The repairs may be made without bringing the building into full compliance with the requirements of this code for building size, dimension, location on the lot, number of dwelling units or guest units, building type, or compliance with floodplain regulations.*

2) *More than 50 percent damage. If the cost to repair or rebuild the damaged building is more than 50 percent of the building's value and is thus a "substantial improvement" as that term is defined in § 6-405 of this LDC, then the following rules shall apply:*

a) *The building must meet the floodplain regulations for new buildings, as provided in article IV of ch. 6 of this LDC.*

b) *The building must meet the coastal construction requirements that apply to new structures and portions thereof, as provided in article III of ch. 6 of this LDC and in state regulations. Due to these requirements, habitable major structures and most minor structures that are damaged by more than 50 percent must be rebuilt landward of the 1978 Coastal Construction Control Line.*

- Article IV – Floodplain Regulations
  - **Sec. 6-502** I*f extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:*
    1) *Buildings and structures must be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building, Section 3109 and Section 1612 or Florida Building Code, Residential, Section R322.*
    2) *Minor structures and non-habitable major structures as defined in F.S. § 161.54, must be designed and constructed to comply with the intent and applicable provisions of this article and ASCE 24.*

GIS Database

The use of digital spatial data for maintenance activities has become commonplace in many municipalities, though always enhanced by the unique expertise of Town Staff who work within the utility sector. However, a common issue arises when third-party staff or consultants are engaged to support improvement project designs. Frequently, discrepancies between field observations and documented GIS data are found. Although Fort Myers Beach has digital stormwater infrastructure data, discussions with Staff have confirmed substantial data gaps in various areas. To maximize the benefits of this data and its planning capabilities, it should be updated as frequently as possible and be reliable enough to be used as a design aid.

Stormwater Masterplan

The 2014 Stormwater Master Plan discussed in previous sections is a crucial planning document that begins to outline gaps in stormwater infrastructure needed to effectively manage runoff and flooding. While it served as a foundation for the development of the focus areas in this Adaptation Plan, it requires updates to address recent improvements and connections to surrounding road networks, the latest Town development goals, and the adaptation strategies recommended in this Adaptation Plan. The goal is to ensure the Town's stormwater management system remains resilient and effective.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Fort Myers Beach Strategic Plan

Fort Myers Beach is working with the Florida Institute of Government and Collaborative Labs to develop a collaborative and strategic roadmap for the Town. The process includes three phases: gathering input from the community and staff through focus groups, drafting of a report and plan by Town leadership for Council review, and planning for implementation.

Town of Fort Myers Beach Comprehensive Emergency Management Plan

The Town's Comprehensive Emergency Management Plan (CEMP) aims to reduce the vulnerability of people and property during large-scale disasters, ensure effective response, and support long-term recovery. It provides an all-hazards framework outlining policies, roles, and responsibilities in line with the National Incident Management System and other federal, state, and county requirements. The plan includes specific guidance for unique emergencies and establishes coordination between local and external agencies, especially through the Lee County Emergency Operations Center.

ADMINISTRATIVE AND TECHNICAL CAPABILITIES

The Town benefits from having dedicated staff for items such as Neighborhood Community Services and Community Development but despite having personnel in a variety of departments, the number of projects exceeds the capacity of some divisions, especially in times of post-hurricane recovery. In addition, some staff members perform duties across multiple departments. Currently, there is one in-house senior planner and no in-house engineers. Due to these constraints, the Town maintains continuing service agreements with consulting firms to support the implementation of priority projects and provide staff augmentation for roles such as the Town Floodplain Manager. The Town also receives regional support from Lee County.

FISCAL CAPACITY

The Town's most recent Fiscal Year (FY25) budget provides insight into their sources of revenue. Listed below are all sources that fund the annual budget and their contributing percentage:

- Reserves – 30.7%
- Grants – 17.8%
- Loan Proceeds – 15.0%
- Charges for Services – 12.0%
- Transfers – 5.9%
- Ad Valorem Taxes – 5.7%
- Licenses, Permits, Fees – 5.4%
- Other taxes, FEMA reimbursements, Intergovernmental, Fines & Assessments, Insurance Reimbursements – 7.5%

The Town has a Stormwater Utility to direct funding to specifically related needs. The Town formed the Stormwater Utility in 2019 (Ord. No. 18-20) to better manage drainage of developed land and preserve natural drainage and treatment that benefits the health, safety, and welfare of the community. The fees collected by the utility are based on the equivalent residential unit (ERUs) which is used to express the stormwater burden expected to be generated by each parcel of property. It is equivalent to the average impervious area of residential developed property per dwelling unit or 4,414 square feet. The fees are monthly and imposed on all qualifying property within the town, including areas designated as single and two-family residential, multifamily residential and non-residential.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

INFRASTRUCTURE

The town's vehicle access is serviced by Estero Boulevard, providing two points of entry and exit: on the northeast side through San Carlos Boulevard and on the southeastern side through Big Carlos Pass Bridge. Due to this being the only roadway connection in and out of the island, it is also the main and only evacuation route.

The Town's potable water comes from Lee County Utilities and is treated at two different facilities and then blended. The Green Meadows Treatment Plant processes groundwater from the Sandstone, Surficial, and Lower Hawthorn aquifers within the Green Meadows wellfield using reverse osmosis and ion exchange techniques. The Corkscrew Water Treatment Plant handles groundwater from its respective Sandstone, Surficial, and Lower Hawthorn aquifers, utilizing lime softening, chlorination for disinfection, and fluoridation. Two 16-inch feeder lines, running under the Matanzas Bridge Channel supply the treated drinking water to the Town. One of the lines then connects directly into the distribution system at San Carlos Boulevard and the other feeds a booster station at Moss Marina. These supply lines branch into 2-inch, 3-inch, 8-inch, and 12- inch distribution lines. The potable water distribution system, branching from the main transmission line under the Estero Boulevard Right of Way, are managed and owned by the Town.

Lee County Utilities (LCU) owns and operates seven wastewater treatment facilities. The Town of Fort Myers Beach Water is serviced by the Fort Myers Beach Water Reclamation Facility, located on the mainland off of Summerlin Road. In early 2024, the Lee Board of County Commissioners voted to approve a contract for the rehabilitation of the facility after it sustained damages during Hurricane Ian and as future capacity planning has shown the need to expand its operation.

The city sources its electricity from Florida Power & Light (FP&L) and operates a distribution system to supply power to its residents.

The Town maintains wetland areas around the island, with adaptive measures including seawalls and backflow preventers to minimize flooding and erosion. Current projects within the Town are improving drainage during rainfall-induced flooding events. No regional stormwater pump stations or treatment facilities are located within the Town.

IDENTIFICATION OF ADAPTATION STRATEGIES

The Florida Adaptation Planning Guidebook defines four different adaptation strategies: protection, accommodation, retreat, and avoidance strategies. Protection strategies include built (gray) structures like seawalls, and nature-based (green) methods like beach nourishment and living shorelines to protect existing structures from flooding. Accommodation strategies alter the physical design of vulnerable structures to mitigate impact. Retreat strategies involve encouraging rebuilding of damaged structures and development in lower risk areas, while avoidance strategies implement retreat strategies from the start, as a perspective in planning for new and future development.

An additional category was included in this Adaptation Plan and is referred to as planning strategies, to represent the integrated groundwork needed for coordinated action to mitigate risk and impact of flooding.

The adaptation strategies in the subsequent sections are divided by the five categories discussed above. They are meant to be flexible and able to evolve over time based off the Town's evaluation of implementation of each, fiscal capacities, and public collaboration.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

An in-person meeting with Town Staff held on June 11, 2025 helped structure the strategies in coordination with the existing Comprehensive Plan, emergency and strategic plans, and past public feedback.

PLANNING

Planning strategies include identifying data gaps, fitting flood mitigation actions into Town short and long-term planning documents, and recommended ordinance changes to aid in the structural implementation of flood risk mitigation strategies. Planning strategies also provide flexibility and proactiveness for implementation projects by offering additional data to enhance the longevity of designs, such as new regulatory requirements and future condition considerations, including sea level rise projections.

TABLE 6. PLANNING ADAPTATION STRATEGIES

Adaptation Strategies	Description
Update the Town's Stormwater Master Plan	Revise the SWMP in conjunction with an updated Town-wide stormwater network model that can be used alongside this Adaptation Plan and Vulnerability Assessment to define where stormwater improvements are most needed. The identified improvements can help direct the Town's Capital Improvement Plan (CIP) and work in conjunction with staff planning for budget allocations. A stormwater model can also be used to evaluate the need for large-scale efforts such as stormwater pump stations, that can reduce inundation time in the case of heavy rainfall or after a hurricane when storm surge subsides.
Integrate this Adaptation Plan and strategies into all Town planning documents	The Town relies on its Comprehensive Plan for strategic long-term planning, and other documents, such as the Emergency Operations Plan and the evolving resiliency plan (currently in development by AECOM), to prepare and respond to natural disasters. Findings from the Vulnerability Assessment and the Adaptation Plan should align with and be incorporated into these efforts to maintain consistency and a clear path forward.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Adaptation Strategies	Description
Identify Adaptation Action Areas and incorporate into the Coastal Management Element of the Town's Comprehensive Plan	Adaption Action Areas (AAA) became an optional designation within the Coastal Management Element of Comprehensive Plans in Florida in 2011, when the State Legislature amended the Community Planning Act (CPA). The purpose was to allow municipalities to include AAAs in their planning documents to address coastal hazards and sea level rise impact strategies more intentionally and specifically. This Adaptation Plan developed a list of ranked focus areas that can be further evaluated by the Town to designate one or two AAAs as a priority for adaptation strategy implementation. These may be used as a case-study evaluation for broader implementation. The South Florida Regional Planning Council developed an AAA guidebook for municipalities to reference case studies, related policies, and potential funding mechanisms.
Update the Town's GIS Layers to resolve stormwater utility data gaps and identify critical assets. Increase accessibility to the public by creating an online portal	The current Town's GIS dataset has stormwater network data gaps. Field verification of infrastructure is recommended to support accuracy of future stormwater modeling and design of implementation projects. In addition to updating the GIS database, developing a GIS public web portal for residents to view Town information regarding items such as ongoing resiliency projects and flood hazard information would help tie municipal goals to public concerns.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Adaptation Strategies	Description
Develop a plan to accomplish all action items, identified by FEMA's November 21, 2024 probation letter, to regain a Class Rating of 5 or better within the FEMA NFIP Community Rating System	The letter stated 5 items to be completed by the Town. For additional efforts needed in Items 2, 3 and 5, it is recommended that the Town implement the following: ▪ Item 2: Develop a floodplain management ordinance checklist and review all recent permits issued in an SFHA since Hurricane Ian. ▪ Item 3: Identify noncompliant structures from Item 2 and apply code enforcement procedures. Prepare documentation of enforcement to send to FEMA. ▪ Item 5: Determine steps to address development in the SFHA that were incorrectly permitted based on the floodplain management ordinance. In addition, the Town's coordination with regional NFIP efforts has been helpful in the past. The Town's continued coordination with Lee County's Disaster Advisory Council (DCA) and Local Mitigation Strategy (LMS) Working Group on stormwater infrastructure needs will help prioritize funding opportunities for additional CRS activities.
Collect flood hazard information data through Citizen Science Initiatives and enhance public feedback mechanisms.	Collect public data periodically to document localized flooding, erosion, and storm drain blockages in real time. In addition, a citizen science portal can be used to assess resiliency project implementation efficacy.
Review current and future CIP projects for consistency with this Adaptation Plan and the evolving resiliency strategy	Review projects in the planning and preliminary design phase to incorporate the latest 2022 NOAA future sea level rise projections and recommendations from the local planning councils.
Develop a seawall inspection and study	Conduct a Town-wide assessment of seawalls and develop an inventory to document the condition, ownership, structure type, year of construction, to evaluate enforcement of seawall ordinances.
Revise the Town's seawall ordinance	Consider revising the Town's seawall ordinances to enforce a minimum cap elevation for new or replacement seawalls for protection against the design flood event. Coordinate this design event with future sea level rise projections, the recommended update to the stormwater master plan, and adjacent seawall heights to ensure stormwater infrastructure on the landward side is designed to efficiently drain overtopping flows.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Adaptation Strategies	Description
Update the Town's drainage maintenance program	Evaluate current drainage maintenance practices and prioritize the cleaning, inspection, and repair of piping and structures. Consider CCTV inspection for stormwater infrastructure to better identify areas in need of maintenance and repair. Keeping the drainage system clear will alleviate operational issues during rainfall or tidal events by moving water more efficiently to stormwater outfalls.
Develop a Green Infrastructure/Low Impact Development (LID) Manual	Flood risk mitigation projects are recommended to be designed in combination with green infrastructure alternatives that commonly use public, vegetated space to manage stormwater before it is conveyed by grey infrastructure. The result is aesthetically pleasing public areas that serve the community's needs. In Fort Myers Beach, rising sea levels affect the efficacy of infiltration as groundwater levels rise concurrently. However, surficial pervious areas can still help slow down water and reduce erosion. In addition, shoreline green infrastructure practices help protect the Town from tidal flooding and storm surge. An LID manual developed in coordination with regional communities facing similar flood risks would help put resilience at the forefront of all redevelopment projects.
Establish a program to evaluate the performance of flood mitigation projects following flooding events	An organized and documented assessment of newly constructed or upgraded drainage structures following storm events is crucial to understanding their performance and to identifying remaining flooding concerns requiring additional design.
Revise the Town's Finished Floor Elevation (FFE) Ordinance	An FFE ordinance already exists and is being implemented through compliance with Florida Building Code requirements and restrictions on uses for areas below the BFE in residential buildings, and requirements for dry floodproofing for commercial building areas below the BFE. Consider elevating critical asset finished floors above the required BFE+1 foot (or +2 depending on Class Rating per ASCE 24-24), especially in areas of repeat flooding.
Identify staff with the availability to participate in the Southwest Florida Regional Planning Council and remain informed of activities in neighboring planning councils.	The local Southwest Florida Planning Council is involved in many resiliency and climate change projects and can offer lessons learned on implementation. It also offers grant management support and can help the Town identify potential funding opportunities.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Adaptation Strategies	Description
Planning and design of resilient drinking water supply redundancy	The Town would face dire consequences if its water supply lines from Lee County were ever damaged or out of service, especially if combined with a natural disaster. An evaluation and design of redundant supply alternatives is vital to ensure the Town receives clean drinking water.

PROTECTION

Protection strategies define structurally defensive measures, either gray or green, to safeguard both human lives and natural systems from flood vulnerabilities. These strategies mitigate the impacts of rising sea levels while protecting vulnerable structures, allowing them to be left largely unaltered. These strategies act as the first line of defense, and work alongside long-term adaptation and sustainability goals.

TABLE 7. PROTECTION ADAPATATION STRATEGIES

Adaptation Strategies	Description
Develop hurricane procedures for additional critical assets in the Comprehensive Emergency Management Plan (CEMP)	Enhance the CEMP to incorporate hurricane preparedness for critical assets, including the Bay Oaks Recreational Campus and the Town Hall which is to serve as the Emergency Operations Center during and after a storm event.
Retain consultant to design alternatives for coastal surge mitigation strategies	J.R. Evans Engineering presented preliminary alternatives of Coastal Surge and Wave Mitigation Strategies to the Town Council on May 5, 2025. Town Staff are interested in considering strategies to protect the downtown area, in addition to evaluating what effect these alternatives would have on the FEMA BFE. In addition, coordination with FDEP is recommended to identify how the "One-Hundred-Year Storm Elevation Requirements for Habitable Structures Located Seaward of a Coastal Construction Line" and associated Range Monument ID elevation could potentially be modified (lowered) in the Downtown Area. A longer-term strategy would be to consider similar mitigation alternatives for new development in other areas within the Town. This strategy could be aligned with the Adaptation Action Area recommendation, discussed in the *Planning* Strategies section.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Adaptation Strategies	Description
Enhance the Town's Living Shoreline Ordinance	Town ordinances currently encourage shoreline reinforcement through vegetation and mangroves rather than structural protections such as seawalls. In addition, beach restoration projects are underway, fortifying dune berms and providing critical habitat for shorebirds, tortoises and sea turtles. An additional analysis of shoreline protection alternatives on the Bay side and on the Gulf side (in coordination with the coastal surge mitigation strategy alternatives) is recommended to protect a greater portion of the Town against erosion.

ACCOMMODATION

Accommodation strategies optimize the current environment of a community though modification of systems and structures to better combat flood risk. These strategies adjust current vulnerable structures through modification, retrofitting, or redesign while allowing the structure to stay in place.

TABLE 8. ACCOMODATION ADAPTATION STRATEGIES

Adaptation Strategies	Description
Managed **rebuilding strategies**	Due to build out of FMB, an alternative to flood risk mitigation is building and rebuilding at higher elevations as determined by floodplain regulations and local ordinances. Continue to offer public outreach to collect feedback and increase public buy-in on elevating buildings as required by NFIP.
Install dry flood proofing for vulnerable critical assets	Implement dry floodproofing for the Bay Oaks Recreational Campus and the Town Hall. T he Bay Oaks Recreational Campus is in a FEMA Zone AE SFHA with a Base Flood Elevation (BFE) of 11' NAVD88. The Town Hall is in a FEMA Coastal Zone AE SFHA with a BFE of 12'. Both are landward of the Coastal Construction Line. Dry floodproofing for non-residential building areas below the BFE is allowed per NFIP Technical Bulletin 3 and ASCE 24-24 in Zone AE but not recommended (per NIFIP) or allowed (per ASCE 24-24) in the Coastal A Zones (Zone AE). The NFIP flood insurance rating procedures provide credit for dry floodproofing only if the dry floodproofing measures are certified to be at least 1 foot above the BFE, even if that level of protection is not required by local floodplain management regulations. The NFIP also requires applications for insurance coverage for dry floodproofed buildings to include the NFIP

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

	Floodproofing Certificate. The first step is to confirm the as-built FFEs of the two critical assets.
Implementation of small-scale drainage improvements such as backflow preventers	Continue the installation of backflow preventers and duckbill valves throughout the Town, currently being constructed through the Tier 1 Side Streets Stormwater Design. Note these measures are meant to combat tidal event flooding.
Evaluate cost/benefit of raising vulnerable roads and needed stormwater infrastructure to support such a change.	The Vulnerability Assessment demonstrated that a large portion of roadways are affected in the 100-year, 72-hour storm. Elevating specific roads would help meet policy 9-D-1 of the Comprehensive Plan, by which one lane of evacuation routes should remain passable (less than 6 inches of standing water over the crown) during the 100-year, 72-hour storm.

RETREAT AND AVOIDANCE STRATEGIES

Retreat and avoidance strategies are utilized when protection and accommodation strategies are not effective at reducing flood risk to a level of service approved by the community. These strategies involve planned retreats from vulnerable areas due to flooding threats such as sea level rise. Considering the geography of a barrier island like Fort Myers Beach, retreat strategies are not feasible in a traditional sense. In this case, retreat is defined as rebuilding at higher elevations as determined by floodplain regulations and local ordinances, and are addressed within the *Accommodation* strategies section.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

ADAPTIVE CAPACITY RANKING CRITERIA

The adaptive strategies explained in the previous section are scored based off five criteria:

- Resilience
- Fiscal capacity
- Public benefit
- Town Staff availability
- Implementation timeline

By ranking the strategies, the Town can prioritize which to implement, often starting with those considered to be "easier" to get started that then serve as steppingstones for approval of larger projects.

The resiliency criterion focuses on the ability of the adaptive strategies to mitigate flooding depths and duration, per the rainfall and sea level rise scenarios studied in the Vulnerability Assessment. A score of 4 or 5 is awarded to structural adaptative strategies. The score of 4 applies to strategies that would increase resiliency during the 100-year, 72-hour storm event. The score of 5 applies to strategies that would increase resiliency during the 100-year, 72-hour coupled with the 2022 NOAA Intermediate sea level rise projection for 2050.

The fiscal capacity criterion scores depends on whether funds are currently allocated to address the adaptive strategy.

The public benefit criterion is the most qualitative criterion. Scores are based on whether the adaptive strategy improves a smaller or larger part of the community.

The staff availability criterion focuses on whether there are existing positions whose role would include project management of the implementation of each adaptive strategy.

The implementation timeline criterion serves to prioritize strategies that are more likely to be completed sooner, emphasizing the Town's preference to rank strategies higher that can improve resilience in the near future.

The scores for each criterion are described in the tables below. In addition, Town Staff provided feedback on the draft scores on June 11, 2025. Their priorities were used to give certain strategies additional points to match Staff strategy rankings. Refer to **APPENDIX E** for the final adaptation strategy ranking list.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

TABLE 9. ADAPTATION STRATEGY CRITERIA - RESILIENCE

Resilience Criteria	
5	Aim to increase resiliency by hardening against future 2050 Intermediate SLR and 100-year/24-hour event
4	Aim to increase resiliency by hardening against 100-year/24-hour event
3	Aim to increase speed of recovery, resiliency or reduce flooding by improving overall functionality of asset
2	Existing conditions maintained and/or integrity of asset for use or accessibility maintained
1	Minimal benefit to resiliency

TABLE 10. ADAPTATION STRATEGY CRITERIA – FISCAL CAPACITY

Fiscal Capacity Criteria	
2	Town has funding allocated for design and construction
1	Town is still in need of additional funding

TABLE 11. ADAPTATION STRATEGY CRITERIA – PUBLIC BENEFIT

Public Benefit Criteria	
3	High Public Benefit
2	Moderate Public Benefit
1	Low Public Benefit

TABLE 12. ADAPTATION STRATEGY CRITERIA – STAFF AVAILABILITY

Staff Availability Criteria	
2	Town currently has allocated Staff
1	Town currently has not allocated Staff

TABLE 13. ADAPTATION STRATEGY CRITERIA – IMPLEMETATION TIMELINE

Implementation Timeline Criteria	
3	Can be implemented 1-2 years; minimal permitting, coordination, or design required
2	Can be implemented in 2-5 years; moderate permitting, coordination, or design required
1	Requires 5+ years to implement; extensive planning, permitting, multi-agency coordination needed

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

PRIORITIZATION OF ADAPTATION NEEDS

After assessing the Town's adaptive capacities and applicable adaptation strategies it is essential to prioritize adaptation needs to address the most critical challenges posed by the increased risk of flooding. Identifying the short-term achievable projects through available funding, resources, and staff will maximize efficiency and allow the Town to incorporate current efforts into long-term adaptation strategies. Funded projects should be prioritized over unfunded ones to accelerate procurement of design and construction services, while staff availability must be considered when determining implementation timelines.

The top five adaptation strategies are listed below as the key items unveiled in the priority identification process:

- **Restore the Town's standing with the National Flood Insurance Program**. Address the compliance items from FEMA and continue to implement CRS activities and elements per the CRS Coordinator's Manual, such as the development of a Watershed Management Plan, to regain a Class Rating of 5 or better.
- **Dry floodproof the Bay Oaks Recreational Campus and the Town Hall.** The community gathering area and the Emergency Operations Center of the Town are a priority ahead of future natural disasters and storm events.
- **Review of the Town's Capital Improvement Plan**. The Capital Improvement Plan can serve as both the short and long-term implementation document for the Town, bringing together the top resiliency improvements and their corresponding funding, to the Town's attention.
- **Enhance resilience planning.** Every step taken to reach implementation of any adaptation strategy should consider how it brings the Town closer to achieving goals included in other local documents (Comprehensive Plan, Strategic Plan, Emergency Operations Plan), always maintaining an updated overall resilience strategy.
- **Update the Town's Stormwater Master Plan.** When identifying and ranking focus areas, the existing stormwater master plan influenced which locations received greater attention. However, recent flooding events and the results of the vulnerability assessment indicate additional analysis is needed to identify areas of frequent flooding, the cause of the flooding, and how the Town can mitigate flooding duration.

While public input from the meeting in September 2023 was incorporated into this Adaptation Plan, updated and targeted community engagement for the short- and long-term strategic plan of the Town is vital to community buy-in and for support of future implementation projects.

FUNDING FOR IMPLEMENTATION

Funding is commonly a significant obstacle to implementation. The table below lists funding opportunities for which the Town of Fort Myers Beach is eligible. Note that this list is not all encompassing and that the availability of the grants are subject to change.

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

TABLE 14. FUNDING OPPORTUNITIES

Grant Program	Agency	Requirements	Funding	Next Steps	Timeline
Florida Resilient Program Implementation Grants	**FDEP**	This is the last year where a completed VA is not required.	50% cost share is required unless the applicant is a financially disadvantaged small community as defined in 380.0093(5)(e)	Complete the VA and directly reference planned implementation projects	Complete and confirm FDEP approval of VA by November 2025
		Requires as-builts, modeling results, pre and post photos, proposed plan and estimated costs		Gather all required documentation, plans and cost estimates Apply when application window opens	Application window opens July 1, 2025 and closes September 1, 2025
Flood Mitigation Assistance (FMA) via FDEM	**FEMA/ FDEM**	Project needs to be on Local Mitigation Strategy (LMS) List with the County Emergency Manager	Up to 100% federal cost share funding for Flood Mitigation Assistance defined Severe Repetitive Loss (SRL) (B)(i) or (B)(ii) properties in Title 42 United States Code 4104c(h)(3	Submit Notice of Interest by August 30, 2024 Get in contact with Lee County Department of Public Safety which leads the LMS Working Group	Connect with LMS Working Group for LMS review timeline
		Community must be participant of NFIP		Submit worksheet per project to LMS Working Group Confirm project is included in LMS and prepare application	Application period opens Fall and closes TBD
FDEM Watershed Planning Program, funded through the Hazard Mitigation Grant Program (HMGP)	**FEMA/ FDEM**	Project needs to be endorsed by LMS. After a subgrant is awarded and completed, FDEM will require participating communities to submit their completed WMP and/or SWMP to the LMS Working Group to	Maximum Federal Share for the project is 75 percent. Non-federal funding share is that portion of the total project costs provided by the non-federal entity in the form of in-kind contributions	Prepare Notice of Proposal Form (Application) and LMS Endorsement Letter	Application period typically opens in December and closes in March

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

Grant Program	Agency	Requirements	Funding	Next Steps	Timeline
		adopt and include as an annex to the LMS Plan.	(professional services, labor, etc.) or cash match received from third parties or contributed by the entity.		
SFWMD Cooperate Funding Program	**SFWMD**	Project must be related to an alternative water supply or water conservation	50% match required	Prepare information to include in application, including detailed project information, timelines, funding commitments, benefit quantifications, and locational data (e.g., GIS shapefile, latitude/longitude data in decimal degrees).	Application period opens in November and closes in February

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

REFERENCES

American Society of Civil Engineers. (2024). *ASCE/SEI 24-24.*

FEMA. (2021, January). *Requirements for the Design and Certification of Dry Floodproofed Non-Residential and Mixed-Use Buildings.* Retrieved 2025, from NFIP Technical Bulletin 3: https://www.fema.gov/sites/default/files/documents/fema_technical-bulletin-3_1-2021.pdf

Florida Department of Environmental Protection. (2017). *One-Hundred-Year Storm Elevation Requirements for Habitable Structures Located Seaward of a Coastal Construction Control Line.* Retrieved from https://floridadep.gov/sites/default/files/100YearStormElevationRequirements_508.pdf

Florida Department of Environmental Protection. (2018). *Florida Adaptation Guidebook.*

South FLorida Regional Planning Council. (2014). Adaptation Action Areas: A Planning Guidebook for Florida's Local Governments. Retrieved from https://floridadep.gov/sites/default/files/CRI_AAA_Planning_Guidebook_for_Florida%27s_Local_Government.pdf

Town of Fort Myers Beach. (2013). Agenda Item Summary: Blue Sheet Number 2013-141. Retrieved from https://www.fortmyersbeachfl.gov/DocumentCenter/View/6366/XI-ADMINISTRATIVE-AGENDA-B-Marina-and-North-Booster-Station-Power-Level-Controllers-Replacement?bidId=

Town of Fort Myers Beach. (2023). Comprehensive Emergency Management Plan (CEMP) Update. Retrieved from https://www.fortmyersbeachfl.gov/DocumentCenter/View/22043/Town-of-Fort-Myers-Beach-CEMP-2023-Update

Town of Fort Myers Beach. (2024). Annual Drinking Water Quality Report. Retrieved from https://www.fortmyersbeachfl.gov/DocumentCenter/View/24070/2024-Annual-Drinking-Water-Quality-Report---FINAL-002?bidId=#:~:text=Two%20samples%20during%202024%20had,(MCL)%20of%2080%20ppb.

Town of Fort Myers Beach. (2024). *Comprehensive Plan and Land Development Code.* Retrieved 2025, from https://www.fortmyersbeachfl.gov/180/Comprehensive-Plan-and-Land-Development-

Town of Fort Myers Beach. (2025). Code of Ordinances Town of Fort Myers Beach, Florida. Retrieved from https://library.municode.com/fl/fort_myers_beach/codes/code_of_ordinances?nodeId=COORTOFOMYBEFL

This report was funded, in part, through a grant agreement from the Florida Department of Environmental Protection, Resilient Florida Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its sub agencies.

APPENDIX A

TOWN OF FORT MYERS BEACH COMMUNITY ENGAGEMENT WORKSHOP SUMMARY



Appendix E
Community Engagement Workshops and Survey Results

Community Engagement Workshops and Survey Results

E.1 COMMUNITY WORKSHOPS

On Monday, September 18, 2023, and Tuesday, September 19, 2023, the Town of Fort Myers Beach hosted two community engagement workshops at the Diamondhead Beach Resort. The purpose of these workshops was to:

- Introduce the concept, process, and ongoing long-term recovery planning efforts in Fort Myers Beach (including the Long-term Recovery Plan).
- Provide an update to residents of Fort Myers Beach on the ongoing short-term recovery efforts and projects.
- Solicit public input to gauge the priorities of residents that can direct current and future long-term recovery efforts.

At the workshops, the Town presented on short-term recovery efforts and FEMA CA presented on long-term recovery projects. Presentations were followed by an interactive session during which in-person participants engaged with additional state and federal partners and "preference voting" stations. Other partners who participated in the workshops included:

- U.S. Small Business Administration
- Small Business Development Center
- Florida Department of Emergency Management (FDEM)-Mitigation
- APEX Accelerators (formerly PTAP)
- Disaster Case Managers Program (DCMP)/Volunteer Florida

Representatives from the Town of Fort Myers Beach also presented the status of current and near-term projects undertaken since Hurricane Ian. Representatives from Operations Compliance; Culture, Parks, and Recreation; Public Works; and Environmental Services spoke on projects ongoing in their departments. These presentations highlighted the Town's commitment to recovery and showcased the ongoing efforts that have been made.

The presentations by both the Town and CA teams were streamed on the Town's Facebook page and YouTube channel and broadcasted on the local radio station Beach Talk Radio. A total of 60 people (including Town and FEMA staff) attended the September 18 workshop, with 15 people on Facebook, 13 people on YouTube, and 35 people on Beach Talk Radio streaming through the Town's YouTube channel). Forty-five people, including Town and FEMA staff - attended the September 19 workshop. The number of people participating online was not tabulated for the Tuesday workshop.

The feedback and findings from the workshop, as well as the results from the online public engagement survey, play a crucial role in shaping the Town's Long-term Recovery Plan. These lists were presented to the attendees at the workshop and were categorized by the following long-term recovery themes, similar to the FEMA Recovery Support Functions (RSFs):

- Infrastructure
- Economic recovery
- Natural and cultural resources
- Housing
- Health and social services
- Community planning

The discussion on long-term recovery themes not only helped shape a future community vision but also provided insight into how the community would like to prioritize funding.

After the presentations were delivered by Town staff, the public had the opportunity to engage in dot sticker voting. During this process, they cast their votes (using stickers) on the proposed project types listed on posters displayed on the walls (Table E-1). Only in-person attendees were able to take part in the public input voting. Each project type would be categorized under one of the six project themes that were discussed during the presentation. Focusing on project types also allows the Town to obtain data that can be used to inform recovery efforts in the short and long-term, creating data that can be incorporated in the project prioritization matrix's scoring so that the Town of Fort Myers Beach can utilize the tool after this project concludes.

Table E-1. Dot Sticker Voting Results

Project Types	September 18 Votes	September 19 Votes	Total Votes
Canal Dredging	23	2	25
Bike, walking, and paddle trail connectivity to improve transportation and recreation	13	9	22
Assistance with residential property elevation	9	12	21
Bury exposed electrical and utilities along side streets	12	8	20
Submerged debris removal from waterways	13	5	18
Acquisition of properties to create beach access and conservation areas	10	7	17
Mitigation measures to address sea level rise (for example, sea walls, living shorelines, etc.)	13	4	17
Side streets water and stormwater improvements	14	2	16
Stormwater system capacity improvements	10	6	16
Traffic analysis (understand future traffic patterns and volumes, parking, and park and ride options)	7	5	12
Worforce and affordable housing	3	9	12
Nourishment of non-engineered beach and scours	0	11	11
Provide generators for Town facilities for emergency back-up	3	6	9
Assistance in reconstruction of substantially damaged homes	3	6	9
Expand public parking on Estero Island	6	3	9
Green infrastructure study (for example, drainage, water quality, tree shading, etc.)	6	2	8
Coastal resiliency through natural and vegetated dune systems	4	4	8
Redevelopment of town buildings and facilities damaged or destroyed by Hurricane Ian	7	0	7
Increase on-island medical and healthcare facilities	1	6	7
Time Square and beach accesses for flood protection	3	4	7
Elevate public bathrooms at beach accesses for flood protection	3	3	6
Work with partners on expanding park and ride options on the landward side of bridge	2	4	6
Work with private utility to expand natural gas along side streets	3	3	6
Expand emergency communications and resilience to cellular infrastructure	4	1	5
Assist in developing a water taxi system	3	1	4

Project Types	September 18 Votes	September 19 Votes	Total Votes
Improvements to Town Parks	3	0	3
Analysis and preparation of community improvement and disaster relief plans	1	1	2
Hardening of retrofit town buildings to protect from future flooding	1	0	1
Public safety improvements (for example, development of town police department, codes, etc.)	1	0	1
Water distribution capacity improvement and increased storage	0	0	0

Section E.2 presents the results and highest-ranking proposed project types from the workshops.

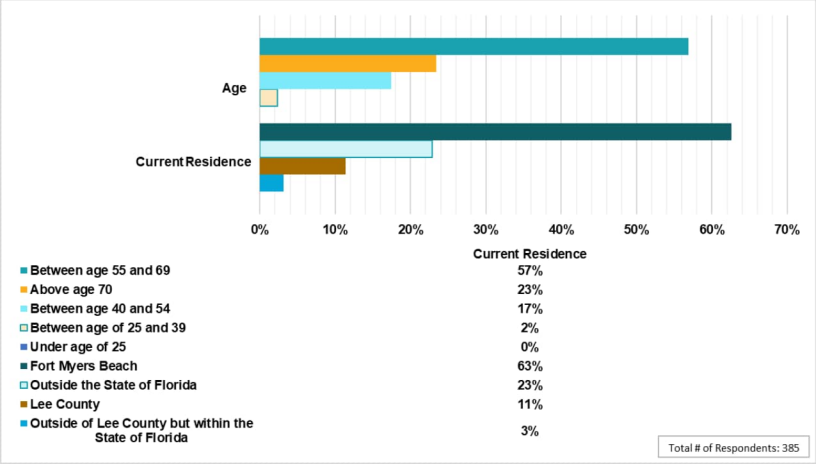
E.2 ONLINE SURVEY

In addition to the community workshops, an online survey was developed to allow for greater participation of Town residents to provide input for the recovery plan. The online survey was hosted on the Town's website during the period of September 13 to October 8, 2023, and was open to all to participate. The themes for the 10-question survey were selected to align with FEMA RSFs. All survey responses were received online, and none were entered manually. A total of 385 respondents completed the survey.

- **Question 1:** Respondents were asked to provide their age within a range (Figure E-1). Possible answers were in the following ranges:
  - Under age of 25 (0 responses, 0.0%)
  - Between age of 25 and 39 (9 responses, 2.3%)
  - Between age 40 and 54 (67 responses, 17.4%)
  - Between age 55 and 69 (219 responses, 56.9%)
  - Above age 70 (90 responses, 23.4%)

- **Question 2:** Respondents were asked where they currently reside (Figure E-1).
  - Fort Myers Beach (241 responses, 62.6%)
  - Lee County (44 responses, 11.4%)
  - Outside of Lee County but within the State of Florida (12 responses, 3.1%)
  - Outside the State of Florida (88 responses, 22.9%)

Figure E-1. Demographic Data

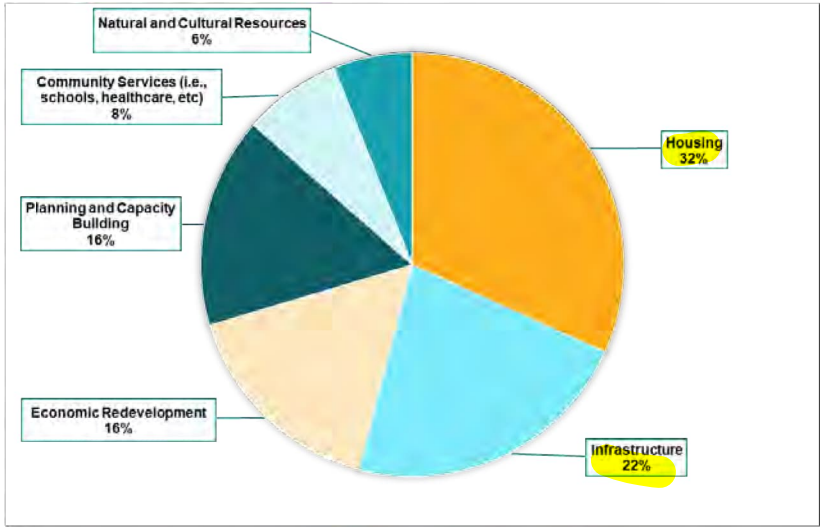


- **Question 3:** Respondents were asked to prioritize general long-term recovery themes (align with the FEMA RSFs) identified by the Town of Fort Myers Beach (Figure E-2).
  - Community Services (that is, schools, healthcare)
  - Economic Development
  - Housing
  - Infrastructure
  - Natural and Culture Resources
  - Planning and Capacity Building

  As demonstrated by Figure E-2, respondents overwhelmingly ranked housing and infrastructure as the top two priorities (over 50% of the respondents identified these two themes as their highest priority). Economic development and planning and capacity building were tied as the third highest priority while Community Services and Natural and Cultural Resources

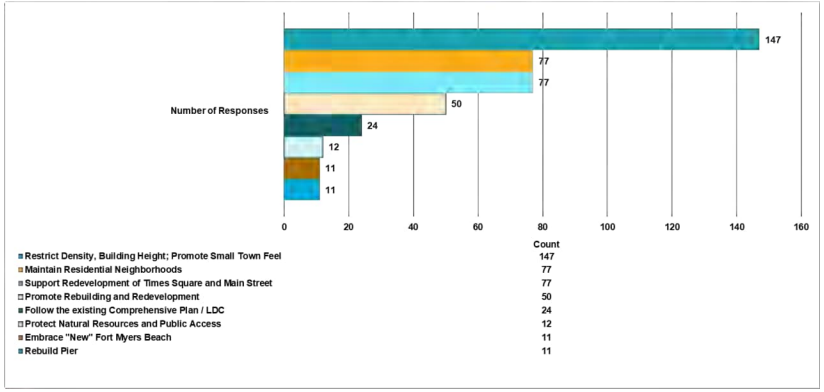
received the least votes as lowest priority for community recovery.

Figure E-2. Long-Term Recovery Priority Ranking



- **Question 4:** Respondents were asked an open-ended question of what you would recommend to the Town of Fort Myers Beach to help maintain "the best of the old" feel for the Town all while redeveloping after Hurricane Ian (that is, canopy streets, "neighborhood" residential districts, "Main Street" feel at the Times Square area). This was the only open-ended question in the survey. Figure E-3 shows the ranking of those responses. "Restrict Density, Building Height; Promote Small Town Feel" received most of the votes, followed by "Maintain Residential Neighborhoods and "Support Redevelopment of Times Square and Main Street".

Figure E-3. Recommendations for Maintaining "The Best of the Old" Feel, While Redeveloping After Hurricane Ian



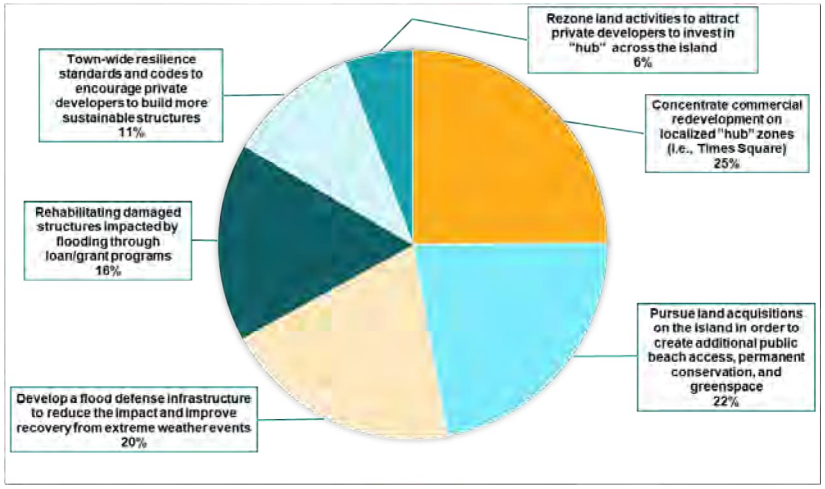
With the 385 responses that were submitted, one way to analyze the responses is to look at the words that were used the most in the responses with a word cloud (Figure E-4). The words "island", "beach", and "square" were used the most by the respondents in providing a response to Question 4 (as indicated by the largest font size in the word cloud), suggesting possibly that the respondents were thinking of the "island" setting, the sandy "beach," as well as Times "Square" in their responses on how the Town can maintain "the best of the old" feel.

Figure E-4. Maintain "The Best of the Old"



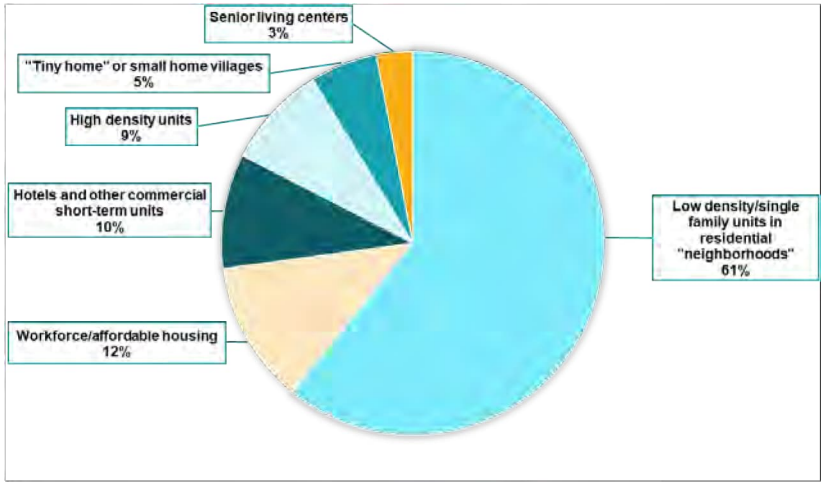
- **Question 5:** Respondents were asked about how they would prioritize economic redevelopment or restoration efforts to build back better. Figure E-5 shows that the top three in ranking for economic development priorities ranked the highest:
  - Concentrate commercial redevelopment on centralized "hub" zones (that is, Times Square, Santini Plaza)
  - Pursue land acquisitions on the island in order to create additional public beach access, permanent conservation, and greenspace
  - Develop a flood defense infrastructure in order to reduce the impact and improve recovery and resilience from extreme weather events.

Figure E-5. Economic Development Priorities



- **Question 6:** Respondents were asked that with the limited available space on Estero Island, how would they prioritize housing options (permanent and short-term) for the Town of Fort Myers Beach (Figure E-6).
  - A clear majority (61%) of the respondents chose low-density/single-family units in residential “neighborhoods” and was five times more than the next highest housing option of workforce/affordable housing.

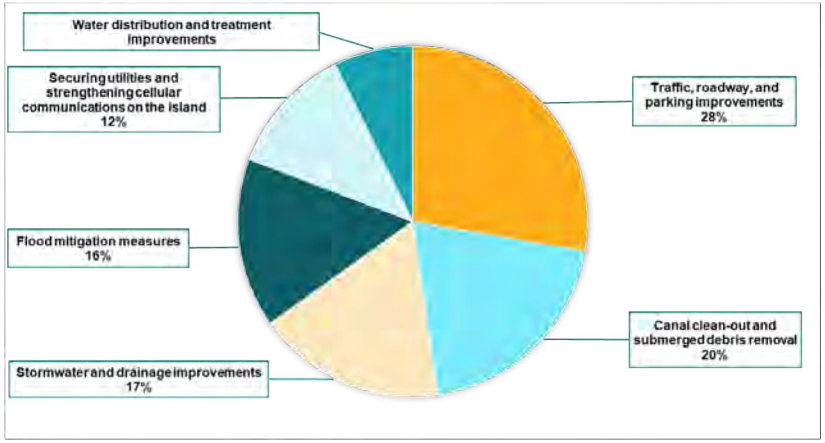
Figure E-6. Housing Priority Ranking



Question 7: Respondents were asked to prioritize select infrastructure projects (Figure E-7).

- Traffic, roadways, and parking garnered the highest number of votes. Canal clean-up and submerged debris removal closely followed, with stormwater and drainage improvements, along with flood mitigation measures, as additional options that received significant support.

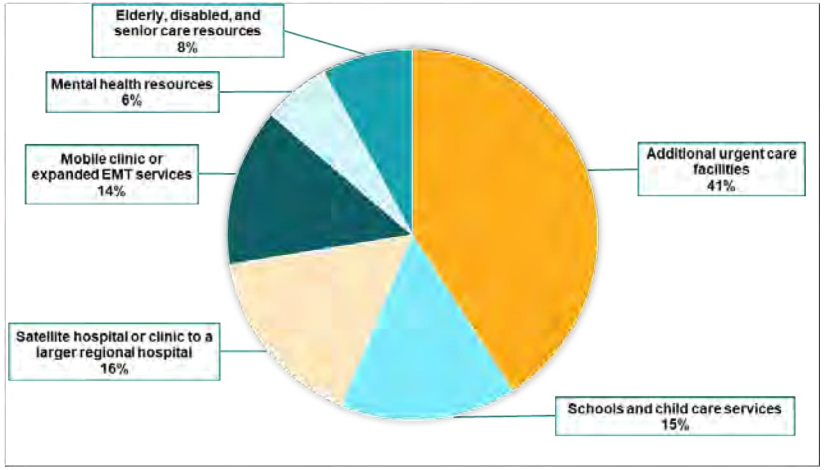
Figure E-7. Infrastructure Priority Ranking



- **Question 8:** Respondents were asked if they experience feelings of increased stress and/or mental health issues as a result of Hurricane Ian (2022) and/or Hurricane Idalia (2023)? Of the responses:
  - 60.3% indicated "Yes;"
  - 28.1% indicated "No;" and
  - 11.7% indicated "Unsure"

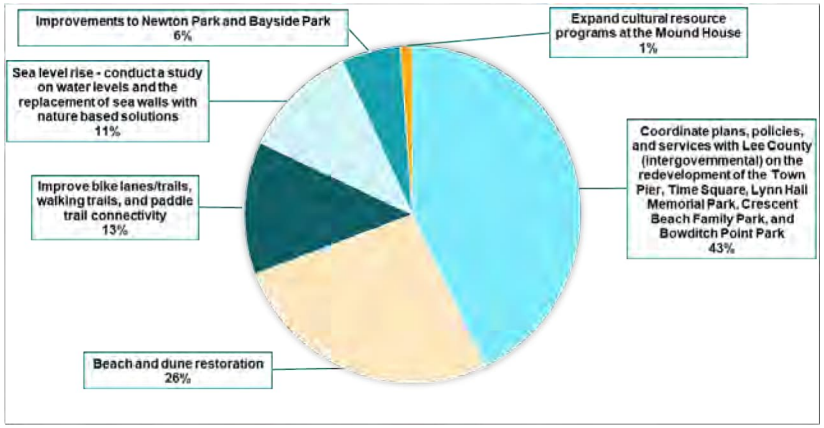
  The results indicate that almost a 2:1 ratio of the respondents acknowledged that they were feeling more stressed compared to those that said that they were not.
- **Question 9:** Respondents were asked to prioritize on-island community and healthcare services. The need for additional urgent care facilities was the clear highest priority, with schools and childcare services, a satellite hospital, clinic, or mobile clinic receiving almost the same number of votes (Figure E-8).

Figure E-8. Community and Healthcare Ranking



- **Question 10:** Respondents were asked to prioritize natural and cultural resources on Estero Island and in Fort Myers Beach (Figure E-9). Having the Town work with Lee County to help with the redevelopment of key sites that, although are not owned by the Town, bring many visitors to the island and therefore will have a major impact on the recovery for the Town, received the most first choice votes, followed by beach and dune restoration. Expanded cultural resource programs at the Mound House received the least number of votes at only 1%.

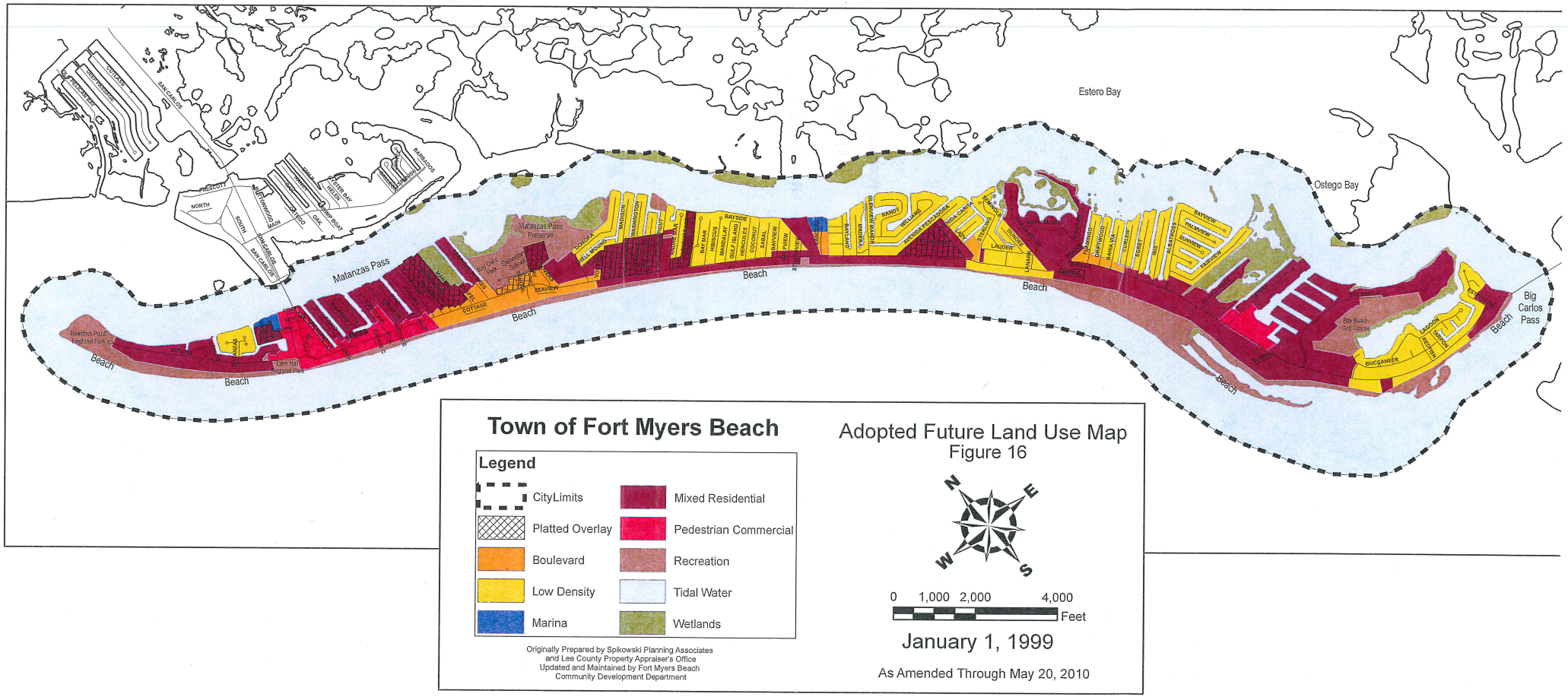
Figure E-9. Natural and Cultural Resources Ranking



APPENDIX B

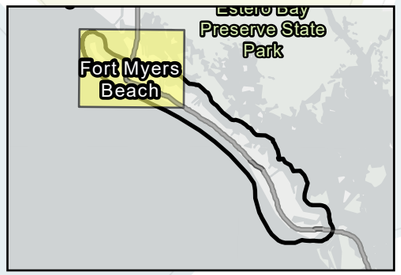
TOWN OF FORT MYERS BEACH ZONING MAPS


LEGEND
BB
CB
CF
CM
CO
CPD
CR
DOWNTOWN
EC
IN
RC
RM
RPD
RS
SANTINI
SANTOS
VILLAGE
Individual approvals (see notes in FMB Resolution 04-16)
Lots and parcels
Wetlands (from comprehensive plan)
Platted Overlay (from comprehensive plan)
Town boundary
OFFICIAL ZONING MAP
Town of Fort Myers Beach
This zoning map represents the official zoning map plus all rezonings, special exceptions, variances, and administrative amendments approved as of April 1, 2004
Key numbers refer to individual zoning resolutions; see Fort Myers Beach Resolution No. 04-16 for details
N
E
S
W
400 200 0 400 800 1,200 1,600 2,000 2,400 2,800 3,200 3,600
Feet


Estero Bay
Ostego Bay
Matanzas Pass
Matanzas Pass Preserve
Beach
Big Carlos Pass
Bay Beach Golf Course
Lynn Hall Regional Park
Bowditch Point Regional Park
Key Oaks Park
Town of Fort Myers Beach
Legend
CityLimits
Platted Overlay
Boulevard
Low Density
Marina
Mixed Residential
Pedestrian Commercial
Recreation
Tidal Water
Wetlands
Originally Prepared by Spikowski Planning Associates
and Lee County Property Appraiser's Office
Updated and Maintained by Fort Myers Beach
Community Development Department
Adopted Future Land Use Map
Figure 16
N
E
W
S
0 1,000 2,000 4,000
Feet
January 1, 1999
As Amended Through May 20, 2010

APPENDIX C

TOWN OF FORT MYERS BEACH ONGOING, PLANNED, AND COMPLETED STORMWATER PROJECTS



Legend

- Focus Areas

Project Status

- Finished Project
- Ongoing Project
- Planned Project

Transportation Assets & Evacuation Routes

- Bridge
- Evacuation Route
- Major Roadway
- Marina

Critical Infrastructure

- Solid Waste Disaster Management Site
- Lift Stations

Critical Community & Emergency Facilities

- Disaster Recovery Center
- Emergency Operation Center
- Fire and EMS Stations
- Town Hall
- Public School
- National Shelter

Natural, Cultural, & Historical Assets

- Historical and Cultural Asset

North Estero Project

Estero Blvd Storm Drain Phase #2 Part 2

Carlos Circle Drainage Improvements

Estero Island Shoreline Protection Project - North

Focus Area 1

Focus Area 3

Bridge Above Ground

Focus Area 5

Focus Area 2

Focus Area 4

Matanzas Pass Bridge - Base Traffic and Landscaping

Estero Blvd Storm Drain Phase #1

Estero Blvd Storm Drain Phase #2 Part 1

Focus Area 18

Focus Area 6

Estero Blvd Storm Drain Phase #2

Focus Area 7

Focus Area 8

Estero Boulevard Restoration Emergency Berm #1

Estero Boulevard Segment 1 - 6

Emergency Berm #2

Focus Area 9

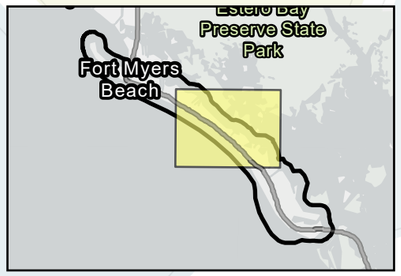
TOWN OF FORT MYERS BEACH
VULNERABILITY ASSESSMENT

TOWN PROJECTS AND CRITICAL ASSETS USED FOR FOCUS AREA CRITERIA RANKING

0 450 900 1,800 Feet

Kimley»Horn

FIGURE 1-1



Legend

- Focus Areas

Project Status

- Finished Project
- Ongoing Project
- Planned Project

Transportation Assets & Evacuation Routes

- Bridge
- Evacuation Route
- Major Roadway
- Marina

Critical Infrastructure

- Solid Waste Disaster Management Site
- Lift Stations

Critical Community & Emergency Facilities

- Disaster Recovery Center
- Emergency Operation Center
- Fire and EMS Stations
- Town Hall
- Public School
- National Shelter

Natural, Cultural, & Historical Assets

- Historical and Cultural Asset

Focus Area 7
Estero Blvd Storm Drain Phase #2
Focus Area 9
Stormwater Drains - Shell Mound Blvd
Focus Area 10
Stormwater Drains - Andre Mar Dr
Stormwater Drains - Madison Ct
Stormwater Drains - Mandalay Rd
Focus Area 11
Stormwater Drains - Anchorage St
Stormwater Drains - St Peters Dr
Stormwater Drains - Gulfview Avenue
Focus Area 12
Focus Area 13
Focus Area 14
Estero Boulevard Segment 1 - 6
Stormwater Drains - Coconut Dr
Stormwater Drains - Bayland Rd
Stormwater Drains - Randy Ln
Stormwater Drains - Williams Dr
Emergency Berm #2
Estero Boulevard Restoration
Estero Blvd Storm Drain Phase #3
Stormwater Drains - Avenida Carita
Stormwater Drains - Seminole Way
Stormwater Drains - Seminole Way
Estero Island Shoreline Protection Project - North
Stormwater Drains - Sterling Ave
Stormwater Drains - Pepita St
Focus Area 15
Stormwater Drains - Widgeon Ter
Stormwater Drains - Flamingo St
Stormwater Drains - Indian Bayou Dr
Stormwater Drains - Bahia Via

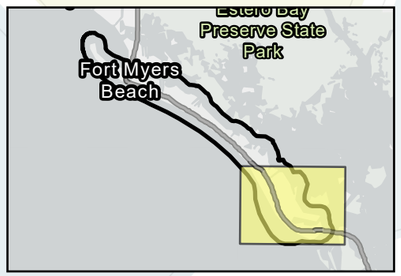
TOWN OF FORT MYERS BEACH
VULNERABILITY ASSESSMENT

TOWN PROJECTS AND CRITICAL ASSETS USED FOR FOCUS AREA CRITERIA RANKING

0 450 900 1,800 Feet

Kimley»Horn

FIGURE 1-2



Legend

- Focus Areas

Project Status

- Finished Project
- Ongoing Project
- Planned Project

Transportation Assets & Evacuation Routes

- Bridge
- Evacuation Route
- Major Roadway
- Marina

Critical Infrastructure

- Solid Waste Disaster Management Site
- Lift Stations

Critical Community & Emergency Facilities

- Disaster Recovery Center
- Emergency Operation Center
- Fire and EMS Stations
- Town Hall
- Public School
- National Shelter

Natural, Cultural, & Historical Assets

- Historical and Cultural Asset

Focus Area 15
Focus Area 16
Focus Area 17
Emergency Berm #2
Estero Blvd Storm Drain Phase #3
Stormwater Drains - Curlew St
Stormwater Drains - Ibis St
Stormwater Drains - Bayview Blvd
Stormwater Drains - Palmview Blvd
Stormwater Drains - Clearview Blvd
Stormwater Drains - Albatross St
Stormwater Drains - Fairview Blvd
Estero Boulevard Restoration
Estero Island Shoreline Protection Project - South
Emergency Berm #3
Emergency Berm #4
Stormwater Drains - Estrellita Dr
Estero Blvd Storm Drain Phase #4
Big Carlos Pass Bridge
Bridge Above Ground
Emergency Berm #5
Estero Boulevard Segment 1 - 6

TOWN OF FORT MYERS BEACH
VULNERABILITY ASSESSMENT

TOWN PROJECTS AND CRITICAL ASSETS USED FOR FOCUS AREA CRITERIA RANKING

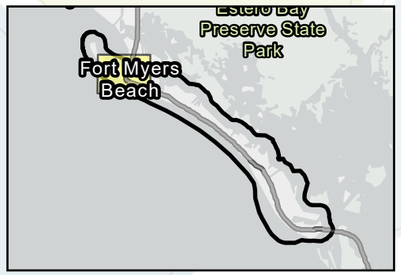
0 450 900 1,800 Feet

Kimley»Horn

FIGURE 1-3

APPENDIX D

TOWN OF FORT MYERS BEACH FOCUS AREAS



Legend

Focus Areas

Focus Area 1

Focus Area 2

Focus Area 3

Focus Area 4

Focus Area 5

Focus Area 18

TOWN OF FORT MYERS BEACH
VULNERABILITY ASSESSMENT

DRAFT FOCUS AREAS

0 225 450 900 Feet

Kimley»Horn

FIGURE 1-1

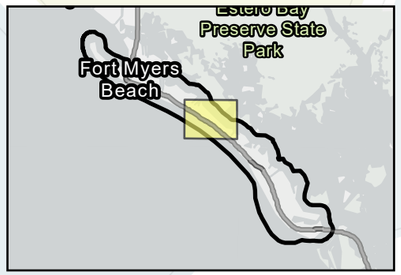


TOWN OF FORT MYERS BEACH
VULNERABILITY ASSESSMENT

DRAFT FOCUS AREAS

Kimley»Horn

FIGURE 1-2



Legend

Focus Areas

Focus Area 9

Focus Area 10

Focus Area 11

Focus Area 12

Focus Area 13

Focus Area 14

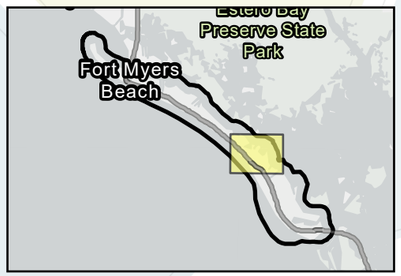
TOWN OF FORT MYERS BEACH
VULNERABILITY ASSESSMENT

DRAFT FOCUS AREAS

0 225 450 900 Feet

Kimley»Horn

FIGURE 1-3



Legend

Focus Areas

Focus Area 15

Focus Area 16

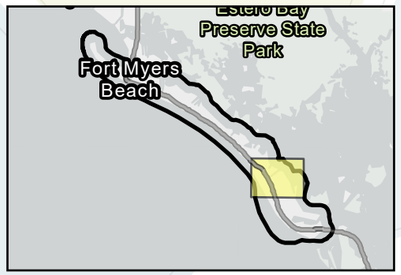
TOWN OF FORT MYERS BEACH
VULNERABILITY ASSESSMENT

DRAFT FOCUS AREAS

0 225 450 900 Feet

Kimley»Horn

FIGURE 1-4



Legend

Focus Areas

Focus Area 15

Focus Area 16

Focus Area 17

TOWN OF FORT MYERS BEACH
VULNERABILITY ASSESSMENT

DRAFT FOCUS AREAS

0 225 450 900
Feet

Kimley»Horn

FIGURE
1-5

APPENDIX E

TOWN OF FORT MYERS BEACH ADAPTATION STRATEGY RANKING

TOWN OF FORT MYERS BEACH FINAL ADAPTATION STRATEGY RANKING LIST

Adaptation Strategy	Focus Areas	Type of Strategy	Structural/ Non-Structural	Increased Resilience	Fiscal Capacity	Public Benefit	Staff Availability	Implementation Timeline	Ranking
Continue to coordinate with Lee County on DCA and LMS Working Group; Develop CRS Watershed Management Plan to regain Class Rating of 5 or better	All	Planning	NS	5	2	3	2	3	1
*Dry floodproofing for the Bay Oaks Recreational Campus and the Town Hall	1,4-6,9,13,15-16	Accommodation	S	5	2	3	1	2	2
Review CIP projects - review design consistency with updated sea level rise projections	All	Planning	NS	3	2	3	2	3	3
Integrate Adaptation Plan and strategies with local documents (Comprehensive Plan, Strategic Plan, Emergency Operations Plan)	All	Planning	NS	3	1	3	2	3	4
Update Town's Stormwater Master Plan and evaluate need for stormwater pump stations	All	Planning	NS	5	1	3	1	2	5
Develop hurricane procedures for additional critical assets in the Comprehensive Emergency Management Plan	All	Protection	NS	5	1	3	1	3	6
Retain consultant to design alternatives for a mitigation wall along Downtown Area. Consider alternatives for mandating mitigation walls for new development in other areas. Define benefit of alternatives through coordination with FDEP to identify how the "One-Hundred-Year Storm Elevation Requirements for Habitable Structures Located Seaward of a Coastal Construction Line" can still be met or if the required elevation of the Downtown Area and corresponding Range Monument ID can be lowered.	4	Protection	S	5	1	3	1	1	7
Continue implementation of small-scale drainage improvements to decrease recovery time and duration of inundation	All	Accommodation	S	5	1	3	1	3	8
Identify Adaptation Action Areas - designate Adaptation Action Areas in the coastal management element of the Comprehensive Plan to prioritize adaptation strategy implementation and case-study evaluation for broader implementation.	All	Planning	NS	3	2	3	2	3	9
Update Town's GIS Layers for stormwater and critical assets. Increase accessibility to public by creating online portal.	All	Planning	NS	3	1	3	2	3	10
Living Shoreline Ordinances - these area already being partially implemented through sea wall restrictions, beach restorations, and other conservation projects. However, detailed alternative analysis for shoreline protection and erosion control along both the Gulf and Bay is recommended.	1-5, 9-11, 13-17	Protection	S	3	1	3	1	2	11
Due to build out of FMB, an alternative to flood risk mitigation is building and rebuilding at higher elevations as determined by floodplain regulations and local ordinances. Continue to offer public outreach to collect feedback and increase public buy-in on elevating buildings as required by NFIP.	All	Accommodation	NS	5	2	2	2	1	12
Consider revision to Seawall Ordinance to enforce minimum cap elevation for new or replacement seawalls for protection against design flooding event. Coordinate with stormwater master plan and adjacent seawall heights to model and ensure stormwater infrastructure on landward side is designed to drain water that overtops.	1-5, 9-11, 13-17	Planning	NS	5	1	3	1	2	13
FFE Ordinance - an FFE ordinance already exists and is being implemented through compliance with Florida Building Code requirements and restrictions on uses for areas below the BFE in residential buildings, and required dry floodproofing for commercial buildings below the BFE. Consider elevating critical asset finished floor elevations above the required BFE+1 foot (or +2 depending on Class Rating per ASCE 24-24), especially in areas of repeat flooding. Confirm FFEs of critical assets such as Town Hall and Bay Oaks Recreational Campus.	All	Planning	NS	5	1	3	1	2	14
Encourage Town to participate in Southeast Florida Regional Resiliency Coalition or their local Southwest Florida Planning Council for grant management support	All	Planning	NS	3	1	1	2	3	15
Planning and design of resilient drinking water supply redundancy	All	Planning	S	3	1	3	1	1	16
Evaluate cost/benefit of raising vulnerable roads and needed stormwater infrastructure to support such a change.	All	Accommodation	S	5	1	3	1	1	17
Update Drainage Maintenance Program	All	Planning	NS	2	2	3	2	2	18
Establish program for monitoring performance of flood mitigation projects following storm events	All	Planning	NS	3	1	3	1	3	19
Encourage public buy-in of adaptation strategies and focus area needs through Citizen Science Initiatives and Public Outreach	All	Planning	NS	2	1	3	2	1	20
Develop a seawall inspection program for existing seawalls	1-5, 9-11, 13-17	Planning	NS	2	1	3	1	2	21
Incorporate a Green Infrastructure/LID Manual for Staff and Consultants	All	Planning	NS	2	1	3	1	1	22

*The Bay Oaks Recreational Campus is in a FEMA Zone AE SFHA with a Base Flood Elevation (BFE) of 11' NAVD88. The Town Hall is in a FEMA Coastal Zone AE SFHA with a BFE of 12'. Both are landward of the Coastal Construction Line. Dry floodproofing for non-residential building areas below the BFE is allowed per NFIP Technical Bulletin 3 and ASCE 24-24 in Zone AE but not recommended (per NIFIP) or allowed (per ASCE 24-24) in the Coastal A Zones (Zone AE). The NFIP flood insurance rating procedures provide credit for dry floodproofing only if the dry floodproofing measures are certified to be at least 1 foot above the BFE, even if that level of protection is not required by local floodplain management regulations. The NFIP also requires applications for insurance coverage for dry floodproofed buildings to include the NFIP Floodproofing Certificate. Need to confirm FFEs of the two critical assets.

Ability to Increase Resilience Criteria	
5	Aim to increase resiliency by hardening against future 2050 Intermediate SLR and 100-year/24-hour event
4	Aim to increase resiliency by hardening against 100-year/24-hour event
3	Aim to increase speed of recovery, resiliency or reduce flooding by improving overall functionality of asset
2	Existing conditions maintained and/or integrity of asset for use or accessibility maintained
1	Minimal benefit to resiliency
Fiscal Capacity Criteria	
2	Town has funding allocated for design and construction
1	Town is still in need of additional funding
Public Benefit Criteria	
3	High Public Benefit
2	Moderate Public Benefit
1	Low Public Benefit
Staff Availability Criteria	
2	Town currently has allocated Staff
1	Town currently has not allocated Staff
Implementation Timeline Criteria	
3	Can be implemented 1-2 years; minimal permitting, coordination, or design required
2	Can be implemented in 2-5 years; moderate permitting, coordination, or design required
1	Requires 5+ years to implement extensive planning, permitting, multi-agency coordination needed

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number:

1. Request:

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER #2 TO CONTRACT ITB-23-18-UT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANDREW SITEWORK LLC. TO ADD ADDITIONAL WATER AND STORMWATER IMPROVEMENTS NEEDED TO CARLOS DRIVE AND SEAVIEW STREET; INCREASING THE CONTRACT AMOUNT BY $1,047,146.57; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The Town is continuing its commitment to make necessary water and stormwater improvements for the benefit of island residents, businesses and visitors. Andrew Sitework has been engaged to construct the Tier 1 Water and Stormwater Improvements Project. To ensure cost effectiveness, the proposed change order will: (1) address roadway flooding and relocate existing water mains to accommodate the new storm piping on Carlos Circle; and, (2) provide potable water distribution to the adjacent property owners and include stormwater improvements intended to help alleviate flooding on Seaview Street.

What the action accomplishes:

This resolution approves and authorizes the Town Manager to execute change order #2 to ITB-23-18-UT.

- Approves the addition of water and stormwater improvements along Carlos Circle and Seaview Street at a cost of $1,047,146.57.

2. Agenda:
ADMINISTRATIVE AGENDA

3. Requirement/Purpose:
Resolution

4. Submitter of Information:
Mark Aston, Utilities Manager

---

5. Background:

The Town Council approved Contract ITB-23-18-UT with Andrew Sitework LLC. for $23,009,179.00 with Resolution No. 23-158 on November 20, 2023. The Town Council approved Change Order #1 to Contract ITB-23-18-UT with Andrew Sitework LLC for $757,545.41 with Resolution No. 2025-121 on May 20, 2025. To ensure cost effectiveness, the proposed change order will add construction of water and stormwater improvements along Carlos Circle and Seaview Street to the current Andrew Sitework LLC contract.

Attachments:

1. Change Order #2 (Attachment "A")

Financial Impact:

The Tier 1 Water and Stormwater Improvements Project is currently being funded with a combination of State Revolving Loan funds, Hazard Mitigation Grant Program funds, a State legislative appropriation, Lee County funds, and Town funds. Staff has secured additional SRF funding for the Change Order #2 expenses.

6. Alternative Action

Do not approve change order #2.

7. Management Recommendations:

Approve change order #2 to Contract ITB-23-18-UT.

8. <u>Recommended Approval</u>:

RESOLUTION NUMBER 26-159

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER #2 TO CONTRACT ITB-23-18-UT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANDREW SITEWORK LLC. TO ADD ADDITIONAL WATER AND STORMWATER IMPROVEMENTS NEEDED TO CARLOS DRIVE AND SEAVIEW STREET; INCREASING THE CONTRACT AMOUNT BY $1,047,146.57; 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 Council approved Contract ITB-23-18-UT with Andrew Sitework LLC. for $23,009,179.00 to construct the Tier 1 Water and Stormwater Improvements Project; and

WHEREAS, the Town Council approved Change order #1 to Contract ITB-23-18-UT with Andrew Sitework LLC. for $757,545.41 for a total contract price of $23,766,724.41; and

WHEREAS, it is in the best interest of the Town to approve the requested Change Order #2 of Contract ITB-23-18-UT to increase the contract amount by $1,047,146.57 to continue water and stormwater improvements along Carlos Circle and Seaview Street.

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

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

Section 2. The Town Council hereby approves Change Order #2 of Contract ITB-23-18-UT between the Town of Fort Myers Beach and Andrew Sitework LLC, increasing the contract amount by $1,047,146.57 for a total contract amount of $24,813,870.98. A copy of Change Order #2 of Contract ITB-23-18-UT is attached hereto as Attachment “A”.

Section 3. The Town Manager is authorized to execute the Change Order.

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 3rd day of August 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

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

Attachment A

CONSTRUCTION CONTRACT - CHANGE ORDER

No.: 2

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under $25,000, approval by the Town Council for expenditures over $25,000).

CONTRACT/PROJECT NAME: TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS

CONTRACTOR: Andrew Sitework, LLC PROJECT NO.: ITB-23-18-UT

CONTRACT NO.: ITB-23-18-UT BID NO.: ITB-23-18-UT

CHANGE REQUESTED BY: Utilities Department DATE OF REQUEST: 6/30/26

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Carlos Circle Drainage Improvements are proposed to address roadway flooding and relocate existing water mains to accommodate the new storm piping. The Seaview Street Water and Stormwater Project will provide potable water distribution to the adjacent property owners and include stormwater improvements intended to help alleviate flooding.

Purpose of Change Order: Increasing the contract amount for the Carlos Circle Drainage Improvements and the Seaview Street Water and Stormwater Project

Attachments: (List documents supporting change) Andrew Sitework Proposal and SOV dated 6/19/26

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $23,009,179.00	Original Contract Time 1470 Calendar Days
Previous Change Order No.1 $757,545.41	Net Change from previous Change Orders 0 Calendar Days
Contract Price prior to this Change Order $23,766,724.41	Contract Time prior to this Change Order 1470 Calendar Days
Net Increase ~~(Decrease)~~ of this Change Order $1,047,146.57	Net Increase (Decrease) of this Change Order 0 Calendar Days
Contract Price with all approved Change Orders $24,813,870.98	Contract Time with all approved Change Orders 1470 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

By: 6/30/26

Consultant (if applicable) Date

By:

Department Director Date

Contracts Management

APPROVED:

Town Attorney Date

ACCEPTED

By:

Contractor

Date Accepted:

(CORPORATE SEAL)

TOWN APPROVAL:

By:

Finance Director (Under $25,000)

Date Approved:

By:

Town Manager (Under $25,000)

Date Approved:

By:

Mayor, Town Council
(Over $25,000)

Date Approved:

ANDREW SITEWORK LLC.

TO

JOB **Tier 1 Side Streets**
Carlos Cir. Storm Imp.
REVISION 1

CONTACT: Mark Ashton
PHONE: (239) 765-0202
Email: mashton@fmbgov.com
TERMS: As Stated in Contract

DATE: June 19, 2026

PROPOSAL TO BE VALID FOR: 30 Days

PROJECT SUMMARY PER ATTACHED SCHEDULE:

PROJECT TOTAL: **$ 461,457.70**

PROPOSED BY:
Andrew Sitework

Ralph C Andrew III
Project Manager

ACCEPTED BY:
SIGN:
NAME:
TITLE:
DATE:

2511 Palm Ave., Fort Myers, FL 33916
Fax: (239) 226-1605 Phone: (239) 226-1606
Lic #10399600012008
ralph@andrewsitework.com

CARLOS CIRCLE
WATER & STORM IMPROVEMENTS

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
	SECTION 1 - WATER MAIN				
D-20	Furnish and Install 6" C900 DR-14 PVC WM	120	LF	$70.00	$ 8,400.00
D-22	Connection to Existing 6" Water Main	6	EA	$3,824.00	$ 22,944.00
D-23	Reconnect/Install New Water Meters	4	EA	$471.00	$ 1,884.00
D-24	1" Water Service (Short)	1	EA	$1,600.00	$ 1,600.00
D-25	1" Water Service (Long with Road Crossing)	3	EA	$2,125.00	$ 6,375.00
D-39	6" Vertical Deflection	4	EA	$3,000.00	$ 12,000.00
	SECTION 2 - STORM DRAIN				
C-50	Tie into Existing Inlet	3	EA	$4,014.00	$ 12,042.00
C-67	Type "E" Drainage Inlet	2	EA	$10,380.00	$ 20,760.00
C-65	Type "C" Drainage Inlet	7	EA	$5,434.00	$ 38,038.00
2	Type "G" Drainage Inlet	1	EA	$15,923.00	$ 15,923.00
3	Type "P" Junction / Conflict Box	4	EA	$13,193.00	$ 52,772.00
C-55	18" SD Cross Drain	392	LF	$161.00	$ 63,112.00
C-57	30" SD Cross Drain	48	LF	$357.00	$ 17,136.00
C-63	24" SD Cross Drain	200	LF	$175.00	$ 35,000.00
4	36" SD Cross Drain	16	LF	$504.00	$ 8,064.00
5	19x30" ERCP Cross Drain	72	LF	$237.00	$ 17,064.00
6	14x23" ERCP Cross Drain	48	LF	$295.00	$ 14,160.00
	SECTION 3 - RESTORATION				
C-13	Remove and Replace Paver Driveway	1,323	SF	$16.00	$ 21,168.00
C-15	Remove & Replace Unpaved Driveway	55	SF	$5.00	$ 275.00
C-77	Swale Grading & Restoration	500	LF	$13.00	$ 6,500.00
C-9	Replace Asphalt Pavement (Full Depth)	380	SY	$70.00	$ 26,600.00
C-10	Mill Existing Asphalt Pavement	860	SY	$5.50	$ 4,730.00
C-11	Asphalt Pavement (SP-12.5)	60	TN	$216.00	$ 12,960.00
	SECTION 4 - GENERAL REQUIREMENTS				
	Survey / Layout & As-Built	2.50%	%	$419,507.00	$ 10,487.68
	General Requirements (% of items 1-29)	2.50%	%	$419,507.00	$ 10,487.68
	Maintenance of Traffic (% of items 1-29)	2.50%	%	$419,507.00	$ 10,487.68
	Dewatering (% of items 1-29)	2.50%	%	$419,507.00	$ 10,487.68
			PROJECT TOTAL:	**$**	**461,457.70**

ANDREW SITEWORK LLC.

TO

JOB **Tier 1 Side Streets**
Seaview Water & Storm
REVISION 2

CONTACT: Mark Ashton
PHONE: (239) 765-0202
Email: mashton@fmbgov.com
TERMS: As Stated in Contract

DATE: June 19, 2026

PROPOSAL TO BE VALID FOR: 30 Days

PROJECT SUMMARY PER ATTACHED SCHEDULE:

PROJECT TOTAL: **$ 585,688.87**

PROPOSED BY:
Andrew Sitework

Ralph C Andrew III
Project Manager

ACCEPTED BY:
SIGN:
NAME:
TITLE:
DATE:

2511 Palm Ave., Fort Myers, FL 33916
Fax: (239) 226-1605 Phone: (239) 226-1606
Lic #10399600012008
ralph@andrewsitework.com

SEAVIEW STREET WATER & STORM IMPROVEMENTS					
Item No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Extended Price**
	SECTION 1 - WATER MAIN				
1	Furnish and Install 10" C900 DR-14 PVC WM	680	LF	$112.00	$ 76,160.00
2	Furnish and Install 8" C900 DR-14 PVC WM	140	LF	$89.00	$ 12,460.00
3	Furnish and Install 6" C900 DR-14 PVC WM	40	LF	$67.00	$ 2,680.00
4	1" Water Service (Short)	4	EA	$1,857.00	$ 7,428.00
5	1" Water Service (Long with Road Crossing)	5	EA	$2,250.00	$ 11,250.00
6	Reconnect/Install New Water Meters	8	EA	$471.00	$ 3,768.00
7	10" Gate Valve with Valve Box Assembly	1	EA	$5,754.00	$ 5,754.00
8	10" 11.25* Bend	1	EA	$2,331.00	$ 2,331.00
9	10" 22.5* Bend	1	EA	$2,392.00	$ 2,392.00
10	10" 45* Bend	9	EA	$2,452.00	$ 22,068.00
11	10" x 8" Tee/Wye	1	EA	$2,909.00	$ 2,909.00
12	8" x 10" Reducer	1	EA	$1,432.00	$ 1,432.00
13	8" x 6" Reducer	1	EA	$1,260.00	$ 1,260.00
14	8" 90* Bend	1	EA	$1,609.00	$ 1,609.00
15	8" Gate Valve with Valve Box Assembly	1	EA	$3,634.00	$ 3,634.00
16	8" Vertical Deflection	1	EA	$5,000.00	$ 5,000.00
17	8" Horizontal Deflection	1	EA	$3,520.00	$ 3,520.00
18	Fire Hydrant Assemblies	2	EA	$8,617.00	$ 17,234.00
19	Connection to Existing 8" Water Main	1	EA	$4,356.00	$ 4,356.00
20	Connection to Existing WM (10x8 Tapping Sleeve)	1	EA	$8,594.43	$ 8,594.43
	SECTION 2 - STORM DRAIN				
21	Tie into Existing Inlet (SD-MH-28)	1	EA	$4,014.00	$ 4,014.00
22	Type "E" Drainage Inlet	3	EA	$6,860.00	$ 20,580.00
23	Type "C" Drainage Inlet	4	EA	$5,434.00	$ 21,736.00
24	Type "D" Drainage Inlet	4	EA	$7,665.00	$ 30,660.00
25	Storm Manhole / Conflict Manhole	5	EA	$6,335.00	$ 31,675.00
26	18" SD Cross Drain	202	LF	$161.00	$ 32,522.00
27	18" SD Side Drain	585	LF	$168.00	$ 98,280.00
	SECTION 3 - RESTORATION				
28	Remove & Replace Concrete Curb/Gutter & Driveway	300	SF	$19.40	$ 5,820.00
29	Remove and Replace Paver Driveway	1,278	SF	$16.00	$ 20,448.00
30	Remove & Replace Unpaved Driveway	720	SF	$5.00	$ 3,600.00
31	Swale Grading & Restoration	700	LF	$13.00	$ 9,100.00
32	Replace Asphalt Pavement (Full Depth)	450	SY	$70.00	$ 31,500.00
33	Mill Existing Asphalt Pavement	1,200	SY	$5.50	$ 6,600.00
34	Asphalt Pavement (SP-12.5)	70	TN	$216.00	$ 15,120.00
	SECTION 4 - GENERAL REQUIREMENTS				
35	Survey / Layout & As-Built	1	LS	$4,950.00	$ 4,950.00
36	General Requirements (% of items 1-29)	2.50%	%	$532,444.43	$ 13,311.11
37	Clearing & Grubbing (% of items 1-29)	2.50%	%	$532,444.43	$ 13,311.11
38	Maintenance of Traffic (% of items 1-29)	2.50%	%	$532,444.43	$ 13,311.11
39	Dewatering (% of items 1-29)	2.50%	%	$532,444.43	$ 13,311.11
	SEAVIEW STREET PROJECT TOTAL:			**$**	**585,688.87**

TOWN OF FORT MYERS BEACH
CARLOS CIRCLE DRAINAGE IMPROVEMENTS

10600 CHEVROLET WAY, SUITE 102
ESTERP, FL 33928
PH: (239) 390-1467 FAX: (239) 390-1769
www.tetratech.com

TETRA TECH

Sheet List Table

Sheet Number	Sheet Title
G-000	COVER
G-001	GENERAL NOTES
G-002	DRAFTING LEGEND AND ABBREVIATIONS
C-100	CARLOS CIRCLE DEMOLITION PLAN
C-101	CARLOS CIRCLE PLAN AND PROFILE
C-102	CARLOS CIRCLE PLAN AND PROFILE
C-103	CARLOS CIRCLE OUTFALL PLAN AND PROFILE
C-501	CIVIL DETAILS
C-502	CIVIL DETAILS

FMBeach
FORT MYERS BEACH ESTERO ISLAND

PREPARED FOR

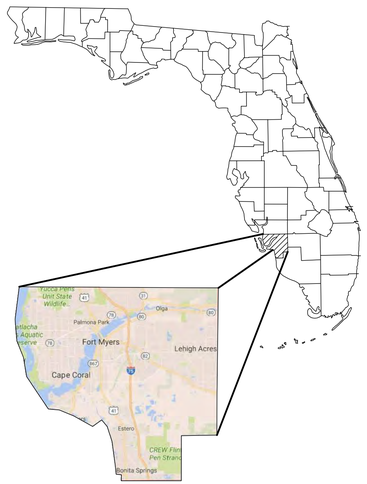
TOWN OF FORT MYERS BEACH

TOWN COUNCIL

DAN ALLERS - MAYOR
JIM ATTERHOLT - VICE MAYOR
JOHN R. KING - COUNCIL MEMBER
SCOTT SAFFORD - COUNCIL MEMBER
KAREN WOODSON - COUNCIL MEMBER

APRIL 2025

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com



LEE COUNTY

PROJECT LOCATION:
FORT MYERS BEACH, FL

CLIENT INFORMATION:
TOWN OF FORT MYERS BEACH
2731 OAK STREET
FORT MYERS BEACH, FL 33931

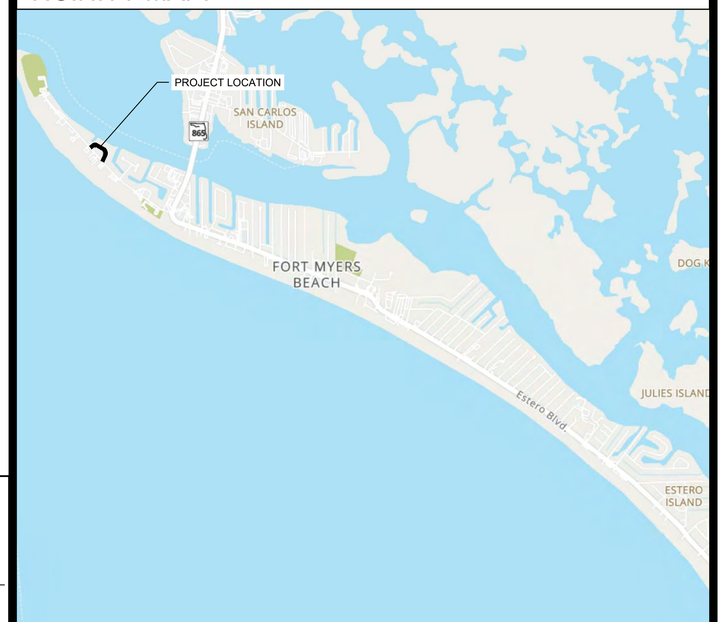
Tt PROJECT No.:
200-74765-25003

CLIENT PROJECT No.:
RFQ-22-25-AD

PROJECT DESCRIPTION / NOTES:

ISSUED:

VICINITY MAP:



Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE _____

GENERAL NOTES:

1. BENCHMARKS FOR CONSTRUCTION HAVE BEEN PROVIDED AND ARE LABELED ON SHEETS THROUGHOUT THE PLAN SET. ELEVATIONS SHOWN HEREON ARE PER NAVD 88 DATUM.
2. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS ADOPTED BY THE TOWN OF FORT MYERS BEACH AND LEE COUNTY UTILITIES. WHERE CONFLICTS OR OMISSIONS EXIST, THE TOWN OF FORT MYERS BEACH AND LEE COUNTY UTILITIES STANDARDS SHALL DICTATE. SUBSTITUTIONS AND DEVIATION FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE ENGINEER.
3. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.
4. ALL MATERIALS AND CONSTRUCTION TO BE IN ACCORDANCE WITH THE TOWN OF FORT MYERS BEACH AND LEE COUNTY UTILITIES CONSTRUCTION SPECIFICATIONS, LATEST EDITION, UNLESS OTHERWISE WAIVED.
5. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN HAND BEFORE BEGINNING ANY CONSTRUCTION. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES. ANY PENALTIES, STOP WORK ORDERS OR ADDITIONAL WORK RESULTING FROM THE CONTRACTOR BEING IN VIOLATION OF THE REQUIREMENTS ABOVE, SHALL BE FULLY BORNE BY THE CONTRACTOR.
6. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FIRST. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS. IT IS REQUESTED UTILITY COMPANIES MOVE THEIR PARTICULAR UTILITIES. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
7. THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING TO BE HELD BETWEEN THE TOWN OF FORT MYERS BEACH, UTILITIES, ENGINEER OF RECORD, AND CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND SHALL BE PLACED BENEATH THE PAVEMENT AND ITS EDGES PRIOR TO THE CONSTRUCTION OF THE PAVEMENT. THE PAVEMENT SHALL NOT BE CUT WITHOUT PRIOR APPROVAL OF THE ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND AT LEAST 48 HOURS HOURS BEFORE REQUIRED INSPECTION ON EACH AND EVERY PHASE OF WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY SCHEDULED TESTING. NO PRESSURE TESTING, OR FINAL TESTING WILL BE ACCEPTED UNLESS WITNESSED BY THE ENGINEER'S REPRESENTATIVE. CONTRACTOR SHALL COORDINATE WITH CITY AT LEAST 48 HOURS PRIOR TO CONNECTION TO EXISTING MAINS.
10. CONTRACTOR IS RESPONSIBLE FOR HIS RESPECTIVE SURVEYING AND LAYOUT FROM BENCHMARK PROVIDED ON CONSTRUCTION PLANS. ANY SURVEY MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED UPON COMPLETION OF THE WORK BY A REGISTERED LAND SURVEYOR.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING ANY CONSTRUCTION ACTIVITIES FROM TAKING PLACE OUTSIDE OF THE LIMITS OF CONSTRUCTION SHOWN ON THE PLANS. ANY ON-SITE OR OFFSITE AREAS DISTURBED SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
12. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE THREE (3) SETS OF RECORD DRAWINGS TO THE ENGINEER OF RECORD WITHIN TWO (2) WEEKS AFTER CONSTRUCTION HAS BEEN COMPLETED ON EACH PHASE.
13. TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS WERE TAKEN FROM SURVEY PROVIDED BY: TETRA TECH, 201 EAST PINE STREET, ORLANDO, FL 32801. SURVEY DATUM BASED ON NAVD 88.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY TESTING TO ASSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE, AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH TESTING AND RETESTING OF THE AREAS AND SHALL PROVIDE THE OWNER AND THE ENGINEER WITH COPIES OF THE CERTIFICATION OF COMPACTION FROM THE TESTING COMPANY. COMPACTION SHALL MEET THE REQUIREMENTS OF LEE COUNTY UTILITIES LATEST STANDARDS.
15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE EXISTING SITE CONDITIONS OF SOIL PRIOR TO N.T.P. CONSTRUCTION TO DETERMINE IF ANY OFF SITE MATERIALS WILL NEED TO BE IMPORTED TO ACHIEVE THE GRADES SPECIFIED ON THE PLANS.
16. ALL EXCESS FILL FROM SITE SHALL BE STOCKPILED BY THE CONTRACTOR, IN A LOCATION APPROVED BY THE OWNER OR THE OWNER'S REPRESENTATIVE AND THE ENGINEER.
17. CLEAR AREAS INDICATED SHALL BE COMPLETELY CLEAR OF ALL TIMBER, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH, AND ALL OTHER DEBRIS AND OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE GROUND.
18. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXPECTED ORGANIC SILT PEAT AREAS, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFFSITE, AND MATERIALS TO BE DISPOSED OF OFFSITE, ALL OF WHICH WILL AFFECT HIS PRICING. ANY DELAY, INCONVENIENCE, OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL, AND THE CONTRACTOR MAY HAVE TO IMPORT MATERIALS, AT NO EXTRA COST, FROM OFFSITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.
19. IN ORDER TO PROTECT THE WATER SUPPLY FACILITIES, THE LOCATIONS OF UTILITIES MUST BE FIELD VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. THE FOLLOWING MINIMUM WALL TO WALL SEPARATIONS MUST BE MAINTAINED FROM ALL WATER MAINS.

UTILITY	HORIZONTAL	VERTICAL
GAS	1 FT.	12 IN.
TELEPHONE	2 FT.	12 IN.
CABLE TV	2 FT.	12 IN.
FIBER OPTICS	2 FT.	12 IN.
ELECTRIC: UNDERGROUND	5 FT.	12 IN.
UTILITY POLES	2 FT.	N/A
STORM SEWER	10 FT.	12 IN.
GRAVITY SANITARY SEWER	10 FT.	18 IN.
SANITARY SEWER FORCE MAIN	10 FT.	12 IN.

WHEN THE MINIMUM SEPARATION REQUIREMENTS FOR THE TOWN OF FORT MYERS BEACH, THE LEE COUNTY HEALTH DEPARTMENT, OR OTHER AGENCIES DIFFER, THE MORE STRINGENT REQUIREMENT MUST BE MET. THE OWNER RESERVES THE RIGHT, WHEN NECESSARY, TO REQUIRE ADDITIONAL SEPARATION DEPENDING ON THE CIRCUMSTANCES. CONTRACTOR SHALL CENTER ALL WATER MAIN DEFLECTIONS AT CONFLICTS WITH EXISTING SEWER MAINS.

ANY VARIANCES TO THE DISTANCES SHOWN IN THE TABLE MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE OWNER PRIOR TO CONSTRUCTION.

TREES ARE NOT TO BE PLANTED OVER WATER LINES AND THERE MUST BE A 5-FT HORIZONTAL SEPARATION BETWEEN TREES AND WATER LINES.

THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND LICENSES FOR PERFORMING THE DEMOLITION WORK AND SHALL FURNISH A COPY OF SAME TO THE ENGINEER PRIOR TO COMMENCING THE WORK. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE PERMITS.

20. ALL PIPE AND FITTINGS SHALL BE PRESSURE TESTED & LEAKAGE TESTED AS SPECIFIED IN SECTION 15044 OF THE PROJECT MANUAL AND BY APPROVED CITY, STATE & FEDERAL STANDARDS. FOR ALL LEAKAGE AMOUNTS GREATER THAN "ALLOWABLE LEAKAGE" AS SPECIFIED IN CONTRACT DOCUMENTS AND APPROVED CITY STANDARDS, ALL LEAKS SHALL BE UNCOVERED AND REPAIRED IN ACCORDANCE WITH SPECIFICATIONS. ALL PIPES, VALVES, OUT OF SERVICE AC PIPES THAT HAS A DEPTH OF COVER OF LESS THAN 36 INCHES SHALL BE REMOVED. ALL OUT-OF-SERVICE AC PIPE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED AND DISPOSED OF ACCORDING TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. ALL AC PIPE NOT REMOVED SHALL BE CAPPED AND GROUTED.
21. ALL PIPING SHALL HAVE 36 INCHES MINIMUM COVER UNLESS OTHERWISE NOTED. COVER LESS THAN 36 INCHES SHALL BE APPROVED BY OWNER & ENGINEER. CONTRACTOR SHALL TAKE CARE TO PROVIDE PROPER GRADE ELEVATIONS AND ALIGNMENTS. COVER GREATER THAN 8-FT BELOW FINISHED GRADE SHALL BE APPROVED BY OWNER & ENGINEER, WITH DEPTHS NOTED ON AS-BUILT DRAWINGS, UNLESS PIPE IS INSTALLED VIA DIRECTIONAL DRILL.
22. THE CONTRACTOR SHALL LOCATE WATER AND WASTEWATER MAINS AT PROPOSED TIE-IN LOCATIONS TO VERIFY ACTUAL LOCATION, SIZE, ELEVATION, AND MATERIAL PRIOR TO ORDERING MATERIALS FOR SAID WORK. THE EXISTING UTILITIES HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY.
23. ALL POTABLE WATER MAINS INSTALLED DURING CONSTRUCTION SHALL BE DISINFECTED IN ACCORDANCE WITH THE LATEST REVISION OF AWWA C-651. SUCH WATER MAINS SHALL THEN BE BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH STATE, TOWN OF FORT MYERS BEACH & LEE COUNTY HEALTH DEPARTMENT STANDARDS. A REPRESENTATIVE OF THE OWNER MUST BE PRESENT DURING THE TAKING OF ALL WATER SAMPLES.
24. A NOTICE OF TWO FULL WORKING DAYS MUST BE PROVIDED TO THE OWNER'S INSPECTOR PRIOR TO FLUSHING AND TESTING. INSPECTOR MUST BE PRESENT DURING PRESSURE TESTING, DISINFECTING, PIGGING AND WATER SAMPLING FOR POTABLE WATER MAINS, RAW WATER MAINS AND WASTEWATER FORCE MAINS, AS APPLICABLE.
25. TRACER WIRE SHALL BE PROVIDED AS REQUIRED BY TOWN STANDARDS. AT A MINIMUM THE TRACER WIRE SHALL BE BLUE COATED #12 GAUGE (TWO (2) #4 GAUGE UF TRACER WIRES IF PIPELINE INSTALLED BY DIRECTIONAL DRILL), UF SOLID STRAND FOR POTABLE WATER AND GREEN COATED #12 GAUGE UF SOLID STRAND TRACER FOR WASTEWATER MAINS AND SHALL BE TESTED TO INSURE CONTINUITY BETWEEN ACCESS POINTS. THE CONTRACTOR SHALL DEMONSTRATE TO THE CITY THAT THE WIRE IS CONTINUOUS AND UNBROKEN THROUGH THE ENTIRE RUN OF PIPE BY PROVIDING FULL SIGNAL CONDUCTIVITY (INCLUDING SPLICES) WHEN ENERGIZING FOR THE ENTIRE RUN IN THE PRESENCE OF THE INSPECTOR. DEFECTS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. POSITION & TERMINATE LOCATOR WIRES AS DEPICTED IN MISCELLANEOUS DETAILS.
26. ALL EXISTING POTABLE WATER AND WASTEWATER MAINS SHALL REMAIN OPERATIONAL AND SHALL NOT BE TAKEN OUT OF SERVICE DURING CONSTRUCTION WITHOUT APPROVAL FROM OWNER. ANY APPROVED REMOVAL FROM SERVICES SHALL NOT EXCEED 3 HOURS.
27. FLORIDA LAW (F.S. 553.851) REQUIRES THAT PERSONS MAKING EXCAVATIONS IN PUBLIC AND PRIVATE STREETS, ALLEYS, RIGHT-OF-WAYS OR UTILITY EASEMENTS MUST FIRST OBTAIN INFORMATION ON LOCATION OF UNDERGROUND GAS PIPELINES.
28. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A REGISTERED FLORIDA PROFESSIONAL LAND SURVEYOR FOR LAYOUT OF ALL WORK AND FOR RESTORING ALL MONUMENTS AND PROPERTY CORNERS DISTURBED DURING CONSTRUCTION. PROOF OF REGISTRATION SHALL BE SUBMITTED TO ENGINEER.
29. CONTRACTOR WATER MAIN CLEARANCE PACKAGES SHALL CONTAIN AS-BUILT DRAWINGS SIGNED AND SEALED BY A LICENSED SURVEYOR, PASSING BACTERIOLOGICAL TEST REPORTS, AND PRESSURE TEST FORMS SIGNED BY THE CITY PROJECT INSPECTOR. SUBMITTALS SHALL INCLUDE FOUR (4) HARDCOPY SETS INCLUDING THE ORIGINAL PASSING BACTERIOLOGICAL SAMPLE REPORTS AND ONE (1) CD CONTAINING ELECTRONIC FILES OF AS-BUILT DRAWINGS IN AUTOCAD FORMAT. AS-BUILT DRAWINGS SHALL DEPICT THE INFORMATION REQUIRED IN THE CONTRACT DOCUMENTS ALONG WITH THE LOCATIONS OF THE BACTERIOLOGICAL SAMPLES LABELED TO CORRESPOND TO THE BACTERIOLOGICAL SAMPLE REPORTS. FAILURE OF THE CONTRACTOR TO PROVIDE THE REQUIRED INFORMATION OR SUBMISSION OF POOR QUALITY AS-BUILT DRAWINGS WILL COUNT AS AN APPLICATION REVIEW. POOR QUALITY AS-BUILT DRAWINGS WILL BE RETURNED WITH COMMENTS ONE (1) TIME AND SUBSEQUENT REVIEWS OF POOR QUALITY AS-BUILT DRAWINGS SUBMITTED BY THE CONTRACTOR WILL BE COUNTED AS ONE (1) APPLICATION REVIEW PER INSTANCE AND THE CITY AND ENGINEER WILL DEDUCT REVIEW, HANDLING, AND DIRECT COSTS FROM THE CONTRACTOR'S PROGRESS PAYMENT APPLICATIONS AND/OR PROJECT RETAINAGE. THE PROJECT MANUAL AND/OR THE DRAWINGS WILL SPECIFY THE CONTRACTOR'S RESPONSIBILITIES AND ESTIMATED COSTS. PARTIAL SUBMITTALS WILL NOT BE REVIEWED. SUBMITTALS FOR SANITARY SEWER DO NOT REQUIRE BACTERIOLOGICAL TEST REPORTS.
30. WHEN WORKING AT NIGHT, CONTRACTOR SHALL USE LIGHT SHIELDS SO AS NOT TO AFFECT TURTLES FROM MAY THROUGHOUT OCTOBER.
31. ALL EXISTING FACILITIES LEFT IN PLACE SHALL BE LOCATED BY FIELD SURVEY AND THE LOCATIONS SHALL BE SHOWN ON THE AS-BUILT DRAWINGS

DEMOLITION:

1. THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND LICENSES FOR PERFORMING THE DEMOLITION WORK AND SHALL FURNISH A COPY OF SAME TO THE ENGINEER PRIOR TO COMMENCING THE WORK. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE PERMITS.
2. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES OR LOCAL AUTHORITIES FURNISHING GAS, WATER, ELECTRICAL, TELEPHONE, OR SEWER SERVICE SO THEY CAN REMOVE, RELOCATE, DISCONNECT, CAP OR PLUG THEIR EQUIPMENT IN ORDER TO FACILITATE DEMOLITION.
3. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN ON THESE PLANS AND UTILITIES AND OTHER IMPROVEMENTS NOT SHOWN. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION AND SHALL MAINTAIN SUFFICIENT PROTECTION FOR ALL UTILITIES REQUIRED TO PROTECT THEM FROM DAMAGE AND TO PROTECT THE PUBLIC DURING CONSTRUCTION.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL TREES, STRUCTURES, AND UTILITIES NOT MARKED FOR REMOVAL OR DEMOLITION AND SHALL PROMPTLY REPAIR ANY DAMAGE AS DIRECTED BY THE ENGINEER AT NO COST TO THE OWNER.
5. THE CONTRACTOR SHALL REMOVE BUILDING STRUCTURES MARKED FOR DEMOLITION WHICH INCLUDES FOOTERS ASSOCIATED WITH THE STRUCTURE, WATER LINES TO THE METER LOCATION, LATERALS TO THE RIGHT-OF-WAY LINE (CAP PRIOR TO BACKFILLING THE TRENCH), AND UNDERGROUND ELECTRICAL WIRING NOT ASSOCIATED WITH THE APPROPRIATE POWER COMPANY.
6. THE CONTRACTOR SHALL REMOVE PAVING MARKED FOR DEMOLITION WHICH INCLUDES ALL ASPHALT, CONCRETE, BASE, AND RETAINING WALLS (INCLUDING THE FOOTERS).
7. THE CONTRACTOR SHALL REMOVE TREES MARKED FOR REMOVAL WHICH INCLUDES THE ROOTS ASSOCIATED WITH THE TREE. TREES NOT MARKED FOR REMOVAL SHALL BE PROTECTED IN ACCORDANCE WITH THE TOWN OF FORT MYERS BEACH REGULATIONS.
8. THE CONTRACTOR SHALL REMOVE UNSALVAGEABLE MATERIALS AND YARD WASTE FROM THE SITE IMMEDIATELY AND DISPOSE OF IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.
9. THE CONTRACTOR SHALL SAW-CUT A SMOOTH STRAIGHT EDGE ON ANY PAVEMENT PROPOSED FOR DEMOLITION PRIOR TO ITS REMOVAL. PRIOR TO CONNECTING PROPOSED PAVEMENT TO EXISTING PAVEMENT, THE CONTRACTOR SHALL ENSURE THAT THE EDGE OF THE EXISTING PAVEMENT IS STRAIGHT AND UNIFORM.
10. CONTRACTOR SHALL REMOVE & REPLACE ALL SIGNS, MAILBOXES, FENCING, DRAINAGE STRUCTURES, ETC. AS REQUIRED TO COMPLETE THIS PROJECT. ALL SUCH RESTORATION SHALL BE COMPLETED IMMEDIATELY FOLLOWING PIPE INSTALLATION & BACK FILLING & SHALL BE INCLUDED IN CONTRACTOR'S PRICE FOR PROJECT.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF ALL REMOVED/DEMOLISHED PIPE, STRUCTURES, EQUIPMENT, AND APPURTENANCES.
12. REMOVAL OF EXISTING ASBESTOS CEMENT (AC) PIPE SHALL BE DONE BY LICENSED CONTRACTOR PER THE SPECIFICATIONS.
13. ALL OUT OF SERVICE AC PIPE THAT HAS A DEPTH OF COVER OF LESS THAN 36 INCHES SHALL BE REMOVED. ALL OUT-OF-SERVICE AC PIPE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED. ALL AC PIPE NOT REMOVED SHALL BE CAPPED AND GROUTED.

OTHER UTILITY INFORMATION:

1. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES WHICH MAY HAVE THEIR UTILITIES WITHIN THE CONSTRUCTION AREAS TO LOCATE THEIR FACILITIES IN THE FIELD FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION.
2. CHAPTER 553 - 851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. THE DRAWINGS DO NOT SHOW THE LOCATIONS OF GAS MAINS OR SERVICE LINES.
3. LANDSCAPING SHALL NOT BE LOCATED WITHIN 3 FEET OF ANY FIRE HYDRANT AND/OR FIRE DEPARTMENT CONNECTION.
4. CONTRACTOR SHALL PROVIDE SHEETING AND SHORING AS REQUIRED FOR SAFE PIPING INSTALLATION. CONTRACTOR SHALL PROVIDE SUPPORT FOR ANY EXISTING POLES, STRUCTURES, ETC. DURING CONSTRUCTION, AND SHEETING AND SHORING FOR EXISTING ROADWAY AS REQUIRED. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING OTHER UTILITY COMPANIES AND ARRANGING TO HAVE UTILITY POLES HELD OR RELOCATED IF DETERMINED NECESSARY FOR CONSTRUCTION. CONTRCACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH HOLDING OF UTILITY POLES.

EARTHWORK, GRADING, STABILIZATION, PAVING AND DRAINAGE:

1. COMPACT ALL UTILITY TRENCHES WITHIN ROADWAYS TO 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T - 180) AND TO 95% WITHIN OTHER AREAS.
2. ALL ORGANIC SOILS BELOW UTILITY TRENCHES SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL AND COMPACTED TO NO LESS THAN 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T - 180).
3. STABILIZED SUBGRADE TO BE F.D.O.T. TYPE "B".
4. ASPHALTIC CONCRETE TO FDOT STANDARD SPECIFICATION (LATEST EDITION) SECTION 916.1, TOWN OF FORT MYERS BEACH AND LEE COUNTY DOT STANDARDS, WHICHEVER IS GREATER.
5. ALL PAVEMENT MARKINGS SHALL BE REFLECTIVE PAINT. (STOP BARS TO BE THERMOSPLASTIC)
6. ALL CONCRETE FLUMES, WALKS, AND CURBS SHALL BE CONSTRUCTED WITH 3000 PSI CONCRETE.
7. ALL ON-SITE AREAS DISTURBED BY THE CONSTRUCTION SHALL BE STABILIZED WITH SOD (SAME AS SURROUNDING AREA OR BETTER) OR APPROVED EQUAL, UNLESS OTHERWISE NOTED.
8. ALL DEWATERING COSTS ASSOCIATED WITH THE INSTALLATION AND CONSTRUCTION OF THE UNDERGROUND UTILITIES SHALL BE INCLUDED AS PART OF THE CONSTRUCTION BID COSTS. THE CONTRACTOR SHALL SUBMIT FOR WATER USE PERMITS IF REQUIRED FOR DEWATERING ACTIVITIES.
9. PLANS AND SPECIFICATIONS REQUIRE THAT COMPACTED BACKFILL BE PLACED ALONG SIDE OF AND OVER ALL UTILITIES. THE ENGINEER MAY REQUIRE THAT COMPACTION TESTS BE TAKEN TO VERIFY BACKFILL COMPACTION. THE COST OF SUCH COMPACTION TESTS WILL BE BORNE BY THE CONTRACTOR. COMPACTION SHALL MEET THE REQUIREMENTS OF LEE COUNTY UTILITIES LATEST STANDARDS.
10. THE CONTRACTOR MUST INSTALL AND MAINTAIN GRASS OR SOD ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETED FINAL GRADES, AS NOTED ON PLANS, AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES TO ANY DOWNSTREAM WATER BODY, WETLAND, OR OFF-SITE PROPERTY. SODDING ON SLOPES 3:1 AND STEEPER SHALL BE STAKED.
11. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO CONTROL TURBIDITY AND SEDIMENT INCLUDING, BUT NOT LIMITED TO, THE INSTALLATION OF TURBIDITY BARRIERS AND SILT FENCES AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY AND SEDIMENT BARRIERS MUST BE MAINTAINED AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REMOVING THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFFSITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTERS 62-302 AND 62-4, FLORIDA ADMINISTRATIVE CODE.
12. SOD SHALL BE OF EXISTING GRASS TYPE, WELL MATTED WITH ROOTS, OF SUFFICIENT THICKNESS TO WITHSTAND ALL NECESSARY HANDLING AND REASONABLY FREE OF WEEDS AND OTHER GRASSES. SOD SHALL BE FRESHLY CUT, HEALTHY AND GREEN IN APPEARANCE AND BE IN COMMERCIAL SIZE RECTANGLES, PREFERABLY TWELVE INCHES (12") BY TWENTY-FOUR (24"), OR LARGER. SOD SHALL BE PLACED WITHIN TWENTY-FOUR (24) HOURS OF ARRIVAL TO THE JOB SITE. WHERE THE SOD IS PLACED ON SLOPES 3:1 OR STEEPER THE SEAMS SHALL BE STAGGERED OR STAKED. TREES SHALL BE REPLACED WITH LIKE TREES OF SIMILAR SIZE.

SEDIMENT CONTROL NOTES: (FROM TOWN OF FORT MYERS STANDARD DETAIL NO. 10.45)

1. BUILT-UP SEDIMENT WILL BE REMOVED FROM SILT FENCING AND ANY OTHER STRUCTURAL CONTROL WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE FENCE.
2. TEMPORARY AND PERMANENT SEEDING, SODDING AND PLANTING WILL BE INSPECTED FOR BORE SPOTS, WASHOUTS, AND HEALTHY GROWTH.
3. STABILIZED CONSTRUCTION ENTRANCES AND ROADWAYS SHALL BE MAINTAINED TO PREVENT CLOGGING OF ROCK BEDDING WHICH MAY IMPEDE THE USEFULNESS OF THE STRUCTURE.
4. ANY HAY BOLES SHALL BE REPLACED EVERY THREE (3) MONTHS OR WHEN THEY HAVE SERVED THEIR USEFULNESS SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
5. FLOATING TURBIDITY BARRIERS WILL BE MAINTAINED WITH RESPECT TO DEPTH OF SEDIMENT AND TO ENSURE THAT THE FABRIC IS ATTACHED SECURELY TO THE FLOATS AND ANCHORED PROPERLY AT THE BOTTOM FOR PROPER SEDIMENT CONTROL.
6. DISTURB ONLY THE AREA THAT IS NEEDED FOR CONSTRUCTION.
7. WHEN POSSIBLE, CLEAR LAND IN STAGES. CLEAR AND FINISH CONSTRUCTION ON ONE PIECE OF LAND THEN MOVE ON TO THE NEXT.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES, AND REMOVAL OF EROSION AND SEDIMENT DEVICES IN ACCORDANCE WITH THE PROJECT SWP3.
9. PERMANENT EROSION CONTROL MEASURES SUCH AS SEEDING, MULCHING, LAYING DOWN OF GEOTEXTILES OR CHEMICAL STABILIZATION SHALL BE IN PLACE WITHIN FOURTEEN (14) DAYS OF ANY COMPLETED CONSTRUCTION ACTIVITY FOR AREAS WHERE CONSTRUCTION HAS ENDED TEMPORARILY FOR TWENTY-ONE (21) DAYS
10. SEED SHOULD ONLY BE USED DURING PERIODS THAT ADEQUATE RAINFALL IS ANTICIPATED. OTHERWISE, SEED SHOULD BE USED WITH ANOTHER STABILIZATION PRACTICE OR ANOTHER PRACTICE SHOULD BE USED.
11. BUFFER ZONES WILL BE PLACED ADJACENT TO CONSTRUCTION SITE (BEHIND STRUCTURAL CONTROL) TO IMPROVE WATER QUALITY, WHERE PRACTICAL.
12. ALL DISTURBED AREAS SHOULD BE PERMANENTLY SEEDED OR SODDED WITHIN FOURTEEN (14) DAYS OF CONSTRUCTION COMPLETION OR IN ACCORDANCE WITH SFWMD REQUIREMENTS.
13. IN ADDITION TO THE PLACING OF FILTER FABRIC IN ACCORDANCE WITH THE INLET EROSION CONTROL DETAIL THE CONTRACTOR WILL BE RESPONSIBLE FOR THE TEMPORARY PLUGGING OF THE J" ORIFICE THAT IS PRECAST INTO THE SIDE OF ALL PROPOSED DRAINAGE INLETS DURING CONSTRUCTION. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR REMOVAL OF SAID PLUG UPON COMPLETION OF THE PROJECT.
14. ALL EROSION CONTROL MEASURES SHOWN ARE RECOMMENDED AND MAY BE MODIFIED AS NEEDED BY THE CONTRACTOR DEPENDING ON SITE CONDITIONS.
15. ALL SILT FENCE AND SAFETY BARRIER TO REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION.
16. SILT FENCE AND/OR SAFETY BARRIER TO BE PLACED AROUND ALL "NATIVE VEGETATION TO REMAIN"

PIPING MATERIAL SCHEDULE

MARK	SERVICE	BURIED PIPE			BURIED FITTINGS	
		MATERIAL	CLASS	LINING	MATERIAL	LINING
SD	STORMWATER	RCP	CLASS III	NA	NA	

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 102
ESTERO, FL 33928
PH: (239) 390-1467 FAX: (239) 390-1769

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

PRELIMINARY

FMBeach FORT MYERS BEACH ESTERO ISLAND

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
CARLOS CIRCLE DRAINAGE IMPROVEMENTS

GENERAL NOTES

PROJ: 200-74765-25003
DESN: HC
DRWN: SJC
CHKD: EDF

G-001

Copyright: Tetra Tech

Bar Measures 1 inch, otherwise drawing not to scale

3/13/2026 11:41:56 AM - O:\PROJECTS\ORLANDO\IER\74765\200-74765-25003\CAD\SHEETFILES\G-001 GENERAL NOTES.DWG - CYR, STEVE

LIST OF STANDARD ABBREVIATIONS

A		
AAP	ALARM ANNUNCIATOR PANEL	
AARV	AUTOMATIC AIR RELEASE VALVE	
AAV	AUTOMATIC AIR VENT	
AB	ANCHOR BOLT	
ABAN	ABANDON(ED)	
ABV	ABOVE	
AC	ALTERNATING CURRENT	
ACCMP	ASPHALT-COATED CORRUGATED METAL PIPE	
ACP	ASBESTOS CEMENT PIPE	
ADDM	ADDENDUM	
ADH	ADHESIVE	
AFF	ABOVE FINISHED FLOOR	
AFG	ABOVE FINISHED GRADE	
AFS	ABOVE FINISHED SLAB	
AHD	AHEAD	
AL	ALUMINUM	
ALT	ALTERNATE	
AMP	AMPERE	
AMT	AMOUNT	
ANT	ANTENNA	
APRX	APPROXIMATE(LY)	
ARCH	ARCHITECT(URAL)	
AS	ALUM SOLUTION	
ASPH	ASPHALT	
ASSY	ASSEMBLY	
AVE	AVENUE	
A/C	AIR CONDITIONING	
A/VV	AIR/VACUUM AIR VALVE	
B		
BAF	BAFFLE	
BCV	BALL CHECK VALVE	
BF	BLIND FLANGE	
BFV	BUTTERFLY VALVE	
BHP	BRAKE HORSEPOWER	
BI	BLACK IRON	
B/L	BASELINE	
BLDG	BUILDING	
BLK	BLOCK	
BM	BENCH MARK	
BOC	BACK OF CURB	
BOT	BOTTOM	
BP	BASE PLATE	
BRG	BEARING	
BSP	BLACK STEEL PIPE	
BV	BALL VALVE	
BW	BOTH WAYS	
BWW	BACKWASH WATER	
C		
CAP	CAPACITY	
CA	COMPRESSED AIR	
CAV	COMBINATION AIR VALVE	
CB	CATCH BASIN	
CCC	CHLORINE CONTACT CHAMBER	
CE	CHLORINATED EFFLUENT	
CFM	CUBIC FEET PER MINUTE	
CFS	CUBIC FEET PER SECOND	
CV	CHECK VALVE	
CI	CAST IRON	
CIP	CAST IRON PIPE	
CISP	CAST IRON SOIL PIPE	
CJ	CONSTRUCTION JOINT	
CKT	CIRCUIT	
C/L	CENTER LINE	
CLF	CHAIN LINK FENCE	
CLR	CLEAR OR CLEARANCE	
CLVT	CULVERT	
CM	CONCRETE MONUMENT	
CMP	CORRUGATED METAL PIPE	
CMPA	CORRUGATED METAL PIPE ARCH	
CMU	CONCRETE MASONRY UNIT	
CND	CONDUIT	
CNR	CORNER	
CO	CLEAN OUT	
COAG	COAGULANT	
COL	COLUMN	
COM	COMMON	
CONC	CONCRETE	
CONN	CONNECTION	
CONSTR	CONSTRUCT(ION)	
CONT	CONTINUOUS	
CONTR	CONTRACT(OR)	
COORD	COORDINATE	
CO	COMPANY	
CP	CONCRETE PIPE	
CPP	CORRUGATED PLASTIC PIPE	
CPA	CONCRETE PIPE ARCH	
CPLG	COUPLING	
CR	CONCENTRIC REDUCER	
CSG	CASING	
CTV	CABLE TELEVISION	
CY	CUBIC YARD	
CYL	CYLINDER	
C&G	CURB AND GUTTER	
C/C	CENTER TO CENTER	
D		
DAT	DATUM	
DBL	DOUBLE	
DC	DIRECT CURRENT	
DEMO	DEMOLITION	
DEPT	DEPARTMENT	
DESC	DESCRIPTION	
DET	DETAIL	
DF	DIESEL FUEL	
DH	DRILL HOLE	
DI	DUCTILE IRON	
DIA	DIAMETER	
DIFF	DIFFUSER	
DIM	DIMENSION	
DIP	DUCTILE IRON PIPE	
DISCH	DISCHARGE	
DIR	DIRECTION	
DMH	DROP MANHOLE	
DN	DOWN	
DR	DRAIN	
DV	DIAPHRAGM VALVE	
DW	DRIVEWAY	
DWG	DRAWING	
DWV	DRAIN, WASTE, AND VENT	
E		
E	EAST	
EA	EACH	
EB	ELECTRIC RISER	
ECC	ECCENTRIC	
EF	EACH FACE	
EFF	EFFLUENT	
E/L	EASEMENT LINE	
EL	ELEVATION	
ELEC	ELECTRICAL	
EM	ELECTRIC METER	
EMER	EMERGENCY	
EMC	ENCASE(MENT)	
ENGR	ENGINEER	
EP	EDGE OF PAVEMENT	
EPRF	EXPLOSION PROOF	
EQUIP	EQUIPMENT	
ER	ECCENTRIC REDUCER	
ESTM	EASEMENT	
EST	ESTIMATE(D)	
ET	ELECTRIC TRANSFORMER	
EW	EACH WAY	
EXC	EXCAVATE	
EXP	EXPANSION	
EXST	EXISTING	
EXST GR	EXISTING GRADE	
EXT	EXTERIOR	
EXTN	EXTENSION	
F		
F	FOUND	
FCA	FLANGED COUPLING ADAPTER	
FB	FLAT BAR	
FCV	FLOW-CONTROL VALVE	
FD	FLOOR DRAIN	
FDN	FOUNDATION	
FDC	FIRE DEPT CONNECTION	
FE	FILTER(ED) EFFLUENT	
FF	FINISH FLOOR	
FH	FIRE HYDRANT	
FIG	FIGURE	
FIN	FINISH(ED)	
FIN GR	FINISH GRADE	
FL	FLUORIDE	
FLG	FLANGE(D)	
FLL	FLOW LINE	
FLTR	FILTER	
FM	FORCE MAIN	
FO	FIBER OPTIC	
FPM	FEET PER MINUTE	
FPS	FEET PER SECOND	
FRP	FIBERGLASS REINFORCED PLASTIC	
FT	FOOT OR FEET	
FUT	FUTURE	
FV	FOOT VALVE	
FW	FINISHED WATER	
FWP	FACTORY WIRED PANEL	
F/F	FACE TO FACE	
G		
G	GAS	
GA	GAUGE	
GAL	GALLON(S)	
GALV	GALVANIZED	
GIP	GALVANIZED IRON PIPE	
GJ	GROOVE JOINT	
GM	GAS METER	
GND	GROUND	
GPD	GALLONS PER DAY	
GPH	GALLONS PER HOUR	
GPM	GALLONS PER MINUTE	
GPS	GALLONS PER SECOND	
GR	GRADE	
GRTG	GRATING	
GS	GALVANIZED STEEL	
GSP	GALVANIZED STEEL PIPE	
GSR	GROUND STORAGE RESERVOIR	
GST	GROUND STORAGE TANK	
GT	GROUT	
GV	GATE VALVE	
H		
HB	HOSE BIBB	
HD	HEAVY-DUTY	
HDD	HORIZONTAL DIRECTIONAL DRILL	
HDPE	HIGH-DENSITY POLYETHYLENE	
HDR	HYDRAULIC	
HFA	HYDROFLUOSILICIC ACID	
HGT	HEIGHT	
HNDRL	HAND RAIL	
HOA	HAND-OFF-AUTO	
HORIZ	HORIZONTAL	
HP	HORSEPOWER	
HPA	HIGH PRESSURE AIR	
HR	HOUR	
HWL	HIGH WATER LEVEL	
HWY	HIGHWAY	
I		
ID	INSIDE DIAMETER	
IN	INCH(ES)	
INF	INFLUENT	
INT	INTERSECTION	
INTR	INTERIOR	
INV	INVERT	
IP	IRON PIPE	
IPS	INTERNATIONAL PIPE STANDARD	
IR	IRON ROD	
IRRV	IRRIGATION VALVE	
IW	IRRIGATION WATER	
J		
JB	JUNCTION BOX	
JBL	JURISDICTIONAL BOUNDARY LINE	
JT	JOINT	
K		
KPL	KICK PLATE	
KV	KILOVOLT	
KVA	KILOVOLT-AMPERE	
KW	KILOWATT	
KWH	KILOWATT-HOUR	
L		
L	LEFT	
LAB	LABORATORY	
LATL	LATERAL	
LAV	LAVATORY	
LEN	LENGTH	
LB	POUND(S)	
LF	LINEAR FEET	
LP	LIGHT POLE	
LS	LIME SLURRY	
LSS	LIME STABILIZED SLUDGE	
LVR	LOUVER	
LWL	LOW WATER LEVEL	
M		
M	METER	
MAINT	MAINTAIN OR MAINTENANCE	
MAN	MANUAL(LY)	
MAS	MASONRY	
MATL	MATERIAL	
MAX	MAXIMUM	
MB	MAILBOX	
MCC	MOTOR CONTROL CENTER	
ME	MITERED END	
MECH	MECHANICAL	
MEG	MATCH EXISTING GRADE	
MFR	MANUFACTURE(R)	
MG	MILLION GALLONS	
MGD	MILLION GALLONS PER DAY	
MH	MANHOLE	
MI	MILE(S)	
MIN	MINIMUM, MINUTE(S)	
MISC	MISCELLANEOUS	
MJ	MECHANICAL JOINT	
ML	MIXED LIQUOR	
MO	MASONRY OPENING	
MON	MONUMENT	
MPH	MILES PER HOUR	
MPT	MALE PIPE THREAD	
MS	MOTOR STARTER	
MSP	MOTOR STARTER PANEL	
MTD	MOUNTED	
MV	MOTORIZED VALVE	
MW	MONITORING WELL	
MWL	MEAN WATER LEVEL	
MWP	MAXIMUM WORKING PRESSURE	
N		
N	NORTH	
ND	NAIL & DISK	
NE	NORTHEAST	
NIC	NOT IN CONTRACT	
NL	NAIL	
NO	NUMBER	
NOM	NOMINAL	
NPF	NATIONAL PIPE THREAD	
NPT	NATIONAL PIPE TAPER (THREAD)	
NPW	NON-POTABLE WATER	
NRS	NON-RISING SYSTEM	
NTS	NOT TO SCALE	
NW	NORTHWEST	
N/A	NOT APPLICABLE	
O		
OC	ON CENTER	
OD	OUTSIDE DIAMETER	
ODP	OPEN DRIP PROOF	
OE	OVERHEAD UTILITY LINES	
OF	OUTSIDE FACE	
OH	OVER HEAD	
OHW	OVER HEAD WIRE	
OPP	OPPOSITE	
OPT	OPTIONAL	
OR	OFFICIAL RECORDS	
OSY	OUTSIDE SCREW AND YOKE	
O&M	OPERATION AND MAINTENANCE	
P		
P	POST	
PA	PROCESS AIR	
PB	PLAT BOOK	
PC	POINT OF CURVE	
PCM	PERMANENT CONTROL MONUMENT	
PE	PLAIN END	
PG	PAGE	
PI	POINT OF INTERSECTION	
PK	PK NAIL	
PL	PLATE	
P/L	PROPERTY LINE	
PNV	PINCH VALVE	
POB	POINT OF BEGINNING	
POJ	PUSH-ON JOINT	
POL	POLYMER	
PP	POWER POLE	
PPD	POUNDS PER DAY	
PPM	PARTS PER MILLION	
PREFAB	PREFABRICATED	
PRESS	PRESSURE	
PRV	PRESSURE REDUCING VALVE	
PRW	PROCESS WATER	
PSF	POUNDS PER SQUARE FOOT	
PSI	POUNDS PER SQUARE INCH	
PSIA	POUNDS PER SQUARE INCH ABSOLUTE	
PSIG	POUNDS PER SQUARE INCH GAGE	
PT	POINT OF TANGENCY	
PV	PLUG VALVE	
PVC	POLYVINYL CHLORIDE	
PVMT	PAVEMENT	
PW	POTABLE WATER	
PWR	POWER	
Q		
Q	FLOW	
QTY	QUANTITY	
R		
RAD	RADIUS	
RAS	RETURN ACTIVATED SLUDGE	
RC	REINFORCED CONCRETE	
RCB	REINFORCED CONCRETE BOX	
RCP	REINFORCED CONCRETE PIPE	
RCPA	REINFORCED CONCRETE PIPE ARCH	
RD	ROAD	
RDCR	REDUCER	
REBAR	REINFORCING STEEL	
REF	REFERENCE	
REINF	REINFORCE(D)(ING)(MENT)	
REM	REMOVE(ABLE)	
REQ'D	REQUIRED	
RF	RAISED FACE	
RJ	RESTRAINED JOINT	
RM	ROOM	
RPBP	REDUCED PRESSURE BACKFLOW PREVENTER	
RPM	REVOLUTIONS PER MINUTE	
RR	RAILROAD	
RT	RIGHT	
RVT	RIVETED	
RW	RAW WATER	
RWM	RECLAIMED WATER MAIN	
RWW	RAW WASTEWATER	
R/W	RIGHT-OF-WAY	
S		
S	SOUTH	
SA	SAMPLE LINE	
SAN	SANITARY	
SEC	SECTION CORNER	
SCHED	SCHEDULE	
SD	STORM DRAIN	
SE	SOUTHEAST	
SECT	SECTION	
SEFF	SECONDARY EFFLUENT	
SF	SQUARE FOOT OR FEET	
SH	SPRINKLER HEAD	
SHT	SHEET(ED)(ING)	
SIG	SIGNAL	
SIM	SIMILAR	
SL	SLUDGE	
SLV	SLEEVE	
SM	SHEET METAL	
SOLN	SOLUTION	
SP	SOIL PIPE, SPACE(ING)	
SPEC	SPECIFICATION	
SPIG	WATER SPIGOT	
SPRT	SUPPORT	
SQ	SQUARE	
SS	SANITARY SEWER	
SSE	SUBSTANDARD EFFLUENT	
SST	STAINLESS STEEL	
ST	STREET	
STA	STATION	
STD	STANDARD	
STK	STAKE	
STL	STEEL	
STR	STRAIGHT	
STRUCT	STRUCTURAL	
SURF	SURFACE	
SV	SEWER VALVE	
SVCE	SERVICE	
SVW	SERVICE WATER	
SW	SOUTHWEST	
SWD	SIDEWATER DEPTH	
SWSH	SURFACE WASH	
SYM	SYMBOL	
SYMM	SYMMETRICAL	
S/W	SIDEWALK	
T		
TAN	TANGENT	
TB	TELEPHONE RISER	
TBM	TEMPORARY BENCH MARK	
TB-xx	TEST BORING-xx (e.g. TB-1)	
TD	TRENCH DRAIN	
TDH	TOTAL DYNAMIC HEAD	
TE	TOTALLY ENCLOSED	
TEFC	TOTALLY ENCLOSED FAN COOLED	
TEL	TELEPHONE	
TENV	TOTALLY ENCLOSED NON-VENTILATED	
THD	THREAD(ED)	
THK	THICK(NESS)	
TLM	TELEMETRY	
TOB	TOP OF BANK	
TOC	TOP OF CURB	
TOS	TOE OF SLOPE	
TOT	TOTAL	
TP	TRAVERSE POINT	
TS	THICKENED SLUDGE	
TSC	TRAFFIC SIGNAL CONTROL	
TSP	TRAFFIC SIGNAL POST	
TV	CABLE TELEVISION	
TYP	TYPICAL	
T&B	TOP AND BOTTOM	
U		
UD	UNDERDRAIN	
UE	UNDERGROUND ELECTRIC	
UG	UNDERGROUND	
ULT	ULTIMATE	
UN	UNION	
UON	UNLESS OTHERWISE NOTED	
UTIL	UTILITY	
UT	UNDERGROUND TELEPHONE CABLE	
V		
V	VOLT(S)	
VAC	VACUUM	
VAR	VARIES	
VC	VERTICAL CURVE	
VCP	VITRIFIED CLAY PIPE	
VEL	VELOCITY	
VERT	VERTICAL	
VFD	VARIABLE FREQUENCY DRIVE	
VOL	VOLUME	
W		
W	WATER MAIN	
WAS	WASTE ACTIVATED SLUDGE	
WCO	WALL CLEAN OUT	
WF	WIDE FLANGE	
WH	WALL HYDRANT	
WL	WATER LINE	
WM	WATER METER	
WP	WATER PROOF(ING), WORKING POINT	
WPR	WORKING PRESSURE	
WS	WATER SURFACE	
WSP	WELDED STEEL PIPE	
WT	WEIGHT	
WTP	WATER TREATMENT PLANT	
WV	WATER VALVE	
WW	WASTEWATER	
WWF	WELDED WIRE FABRIC	
WWM	WELDED WIRE MESH	
WWTP	WASTEWATER TREATMENT PLANT	
W/	WITH	
W/O	WITHOUT	
X		
XC	X CUT	
XFER	TRANSFER	
Y		
YD	YARD(S)	
YH	YARD HYDRANT	
YR	YEAR(S) YR	

SURVEY LEGEND

- AIR RELEASE VALVE
- AUTO VACUUME
- BACKFLOW PREVENTER
- BENCH MARK
- BOLLARD
- CABLE RISER
- CABLE TV BOX
- CATCH BASIN
- CENTERLINE
- CLEANOUT
- 001 COORDINATE NUMBER
- CONCRETE POWER POLE
- CONCRETE POST
- DRAINAGE MANHOLE
- ELECTRICAL BOX
- ELECTRIC OUTLET
- ELECTRIC METER
- ELECTRIC TRANSFORMER W/ PAD
- E ELECTRIC LINE
- ELECTRIC FLAG
- +0.00 EXISTING ELEVATION
- X X FENCE - BARBED WIRE
- FENCE - CHAIN LINK / U.O.N.
- FENCE - WOOD / U.O.N.
- FIBER OPTIC MARKER / POST
- FIBER OPTIC BOX
- FIRE HYDRANT
- FV FIRE VALVE
- FLAG POLE
- FM FORCE MAIN
- FM AIR FORCE MAIN AIR RELEASE VALVE
- GAS PIPELINE MARKER
- GV GAS VALVE
- GATE KEY PAD
- GROUND LIGHT
- GREASE MANHOLE
- GUARD RAIL
- GUY POLE
- GUY WIRE
- HANDI-CAP PARKING
- HB HOSE BIB
- IRR IRRIGATION BOX
- IRR IRRIGATION VALVE
- LIGHT POLE
- MAIL BOX
- MITERED END
- WELL
- OHP OVERHEAD POWER LINE
- OHT OVERHEAD TELEPHONE LINE
- PARKING PAY METER
- POWER POLE
- POWER POLE w/RISER
- RECLAIM WATER LINE FLAG
- SS SEWER LINE FLAG
- SANITARY SEWER LINE
- SEWER MANHOLE
- SV SEWER VALVE
- SECURITY SENSOR
- SIGN SINGLE POST
- SIGN DOUBLE POST
- SPRINKLER
- STEEL POST
- T TELEPHONE BOX OR VAULT
- TELEPHONE CANISTER
- TELEPHONE FLAG
- TELEPHONE MANHOLE
- TELEPHONE RISER
- TOE TOE OF SLOPE
- TOB TOP OF BANK
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL LIGHT
- UU UNDERGROUND UTILITIES
- U UNKNOWN UTILITY VAULT
- W WATER MAIN
- WATER LINE FLAG
- WM WATER METER
- WV WATER VALVE
- WOOD POST
- WOOD SUPPORT POLE
- YD YARD DRAIN
- XW CROSS WALK SIGNAL POLE
- CROSS WALK BUTTON POLE
- BUSH
- CABBAGE PALM
- OAK TREE
- PALM TREE
- PINE TREE
- SHADE TREE (VARIOUS TYPE)
- FOUND CONCRETE MONUMENT
- D.H. FOUND DRILL HOLE
- FOUND IRON ROD
- FOUND IRON ROD & CAP
- FOUND NAIL
- FOUND NAIL & DISK
- FOUND PARKER KALON NAIL
- FOUND PARKER KALON NAIL & DISK
- SET CONCRETE MONUMENT
- D.H. SET DRILL HOLE
- SET 5/8" IRON ROD & CAP "CARDNO LB 7975" U.O.N.
- SET MAG NAIL & DISK "CARDNO LB 7975" U.O.N.
- CONCRETE
- HEAVY VEGETATION LANDSCAPING

CIVIL LEGEND

- PROPERTY LINE
- RIGHT OF WAY LINE (R-O-W)
- EASEMENT
- 130 PROPOSED CONTOUR MAJOR
- 129 PROPOSED CONTOUR MINOR (LABEL OPTIONAL)
- X" PVC WATER MAIN
- WATER MAIN (DIRECTIONAL DRILL)
- STORM WATER
- SS SANITARY SEWER
- FM SANITARY SEWER (FORCE MAIN)
- XX STEEL FENCE
- WOOD FENCE
- SF SILT FENCE
- TURBIDITY BARRIER
- VEGETATION

- BM BENCHMARK
- ND NAIL & DISK
- TP TRAVERSE POINT
- F FOUND IRON (TYPE)
- S SET IRON (TYPE)
- F FOUND MONUMENT (TYPE)
- S SET MONUMENT (TYPE)
- SC SECTION CORNER
- CO CLEANOUT
- DECIDUOUS TREE
- SPIGOT
- SPRINKLER HEAD
- TRAFFIC SIGN
- UTILITY MARKER (AS SHOWN)
- WELL
- XXX SPOT ELEVATION
- ELECTRIC TRANSFORMER
- EVERGREEN TREE
- FIRE HYDRANT
- FLAG (AS SHOWN)
- GUY ANCHOR
- LIGHT POLE
- MB MAIL BOX
- PALM TREE
- P POST
- SATELLITE DISH
- UTILITY MANHOLE (AS SHOWN)
- UTILITY METER (AS SHOWN)
- UTILITY RISER (AS SHOWN)
- UTILITY VALVE (AS SHOWN)
- UTILITY POLE (AS SHOWN)
- POWER POLE

REFERENCE SYMBOLS

SECTION REFERENCE
X — DENOTES SECTION LETTER IDENTIFICATION
X-XX — DENOTES DRAWING NO WHERE SECTION IS LOCATED

DETAIL REFERENCE
X — DENOTES DETAIL NUMBER IDENTIFICATION
X-XX — DENOTES DRAWING NO WHERE DETAIL IS LOCATED

SECTION TITLE
X — DENOTES SECTION LETTER IDENTIFICATION
SECTION
SCALE:
DENOTES DRAWING NO WHERE SECTION IS LOCATED

DETAIL TITLE
X — DENOTES DETAIL NUMBER IDENTIFICATION
DETAIL
SCALE:
DENOTES DRAWING NO WHERE DETAIL IS LOCATED

HATCHING LEGEND

- ASPHALT OR CONCRETE SURFACE (SIDEWALK OR ROADWAY)
- OPEN CUT EXISTING PAVEMENT
- REMOVE AND REPLACE DRIVEWAY/SIDEWALK
- SODDED OR SEEDED AND MULCHED AREA OR EXISTING WETLAND
- EARTH
- CAST-IN-PLACE CONCRETE
- GRAVEL
- GROUT
- ARMORFLEX
- STEEL
- ALUMINUM
- GRATING

MECHANICAL/DRAFTING LEGEND

	EXISTING	PROPOSED
VISIBLE LINE		
HIDDEN LINE		
CENTER LINE		
PHANTOM LINE		
MATCHLINE		

1 3/32" NOTE

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 102
ESTERO, FL 33928
PH: (239) 390-1467 FAX: (239) 390-1769

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

PRELIMINARY

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
CARLOS CIRCLE DRAINAGE IMPROVEMENTS

DRAFTING LEGEND AND ABBREVIATIONS

PROJ:	200-74765-25003
DESN:	CH
DRWN:	SJC
CHKD:	EDF

G-002

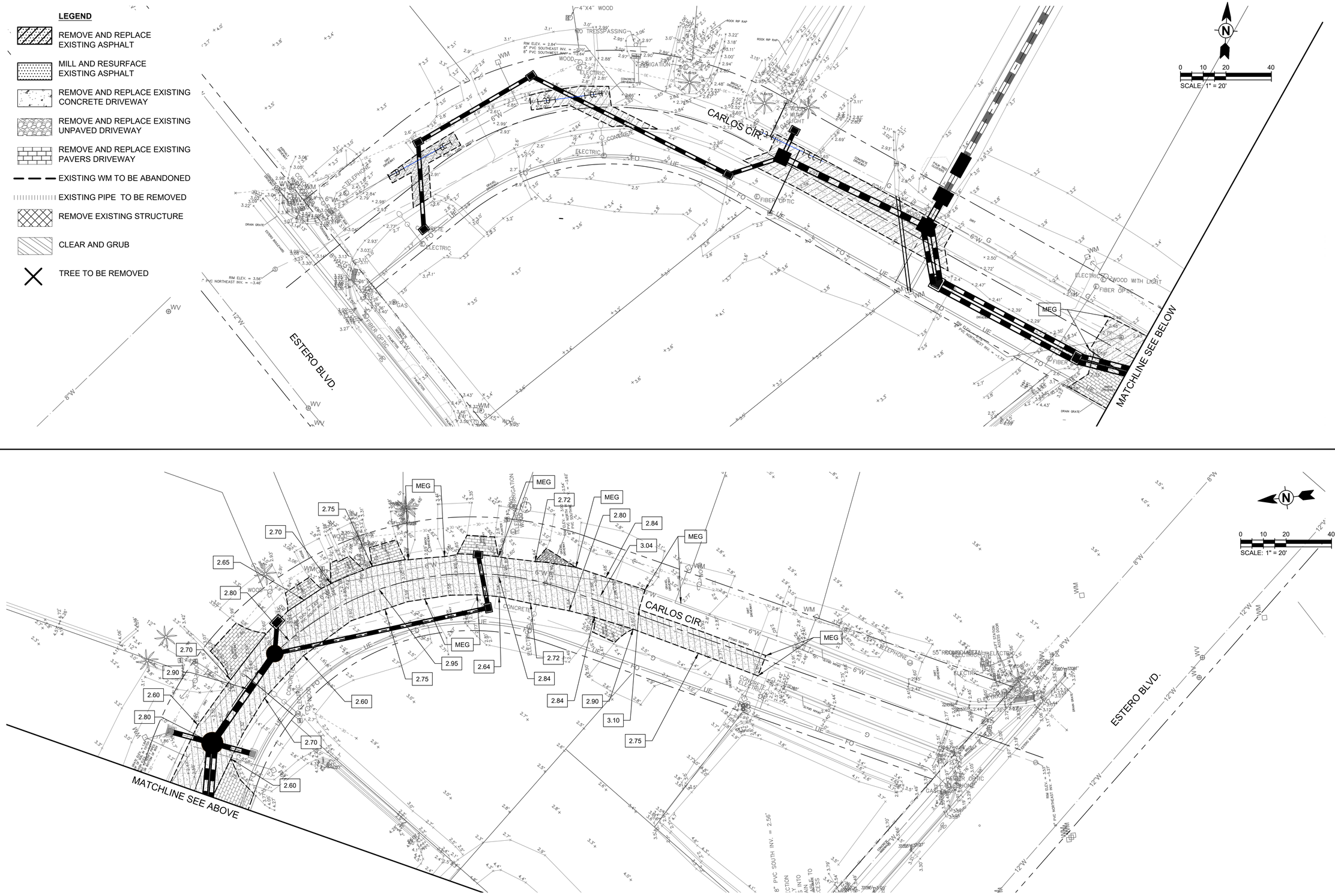
Copyright: Tetra Tech

Bar Measures 1 inch, otherwise drawing not to scale

3/13/2026 11:42:19 AM - C:\PROJECTS\ORLANDO\IER\74765\200-74765-25003\CAD\SHEETFILES\G-002 DRAFTING LEGEND AND ABBREVIATIONS.DWG - CYR, STEVE

LEGEND

- REMOVE AND REPLACE EXISTING ASPHALT
- MILL AND RESURFACE EXISTING ASPHALT
- REMOVE AND REPLACE EXISTING CONCRETE DRIVEWAY
- REMOVE AND REPLACE EXISTING UNPAVED DRIVEWAY
- REMOVE AND REPLACE EXISTING PAVERS DRIVEWAY
- EXISTING WM TO BE ABANDONED
- EXISTING PIPE TO BE REMOVED
- REMOVE EXISTING STRUCTURE
- CLEAR AND GRUB
- TREE TO BE REMOVED



TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 102
ESTERO, FL 33928
PH: (239) 390-1467 FAX: (239) 390-1769

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

PRELIMINARY

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
CARLOS CIRCLE DRAINAGE IMPROVEMENTS

CARLOS CIRCLE DEMOLITION PLAN

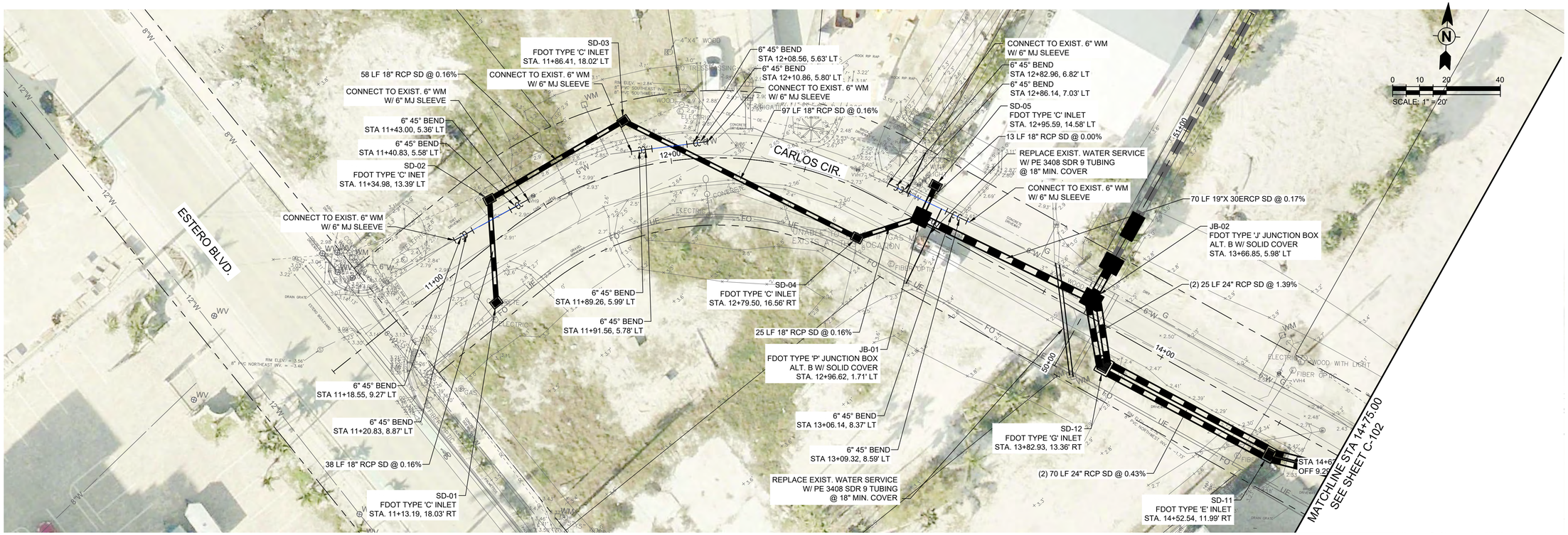
PROJ:	200-74765-25003
DESN:	HC
DRWN:	SJC
CHKD:	EDF

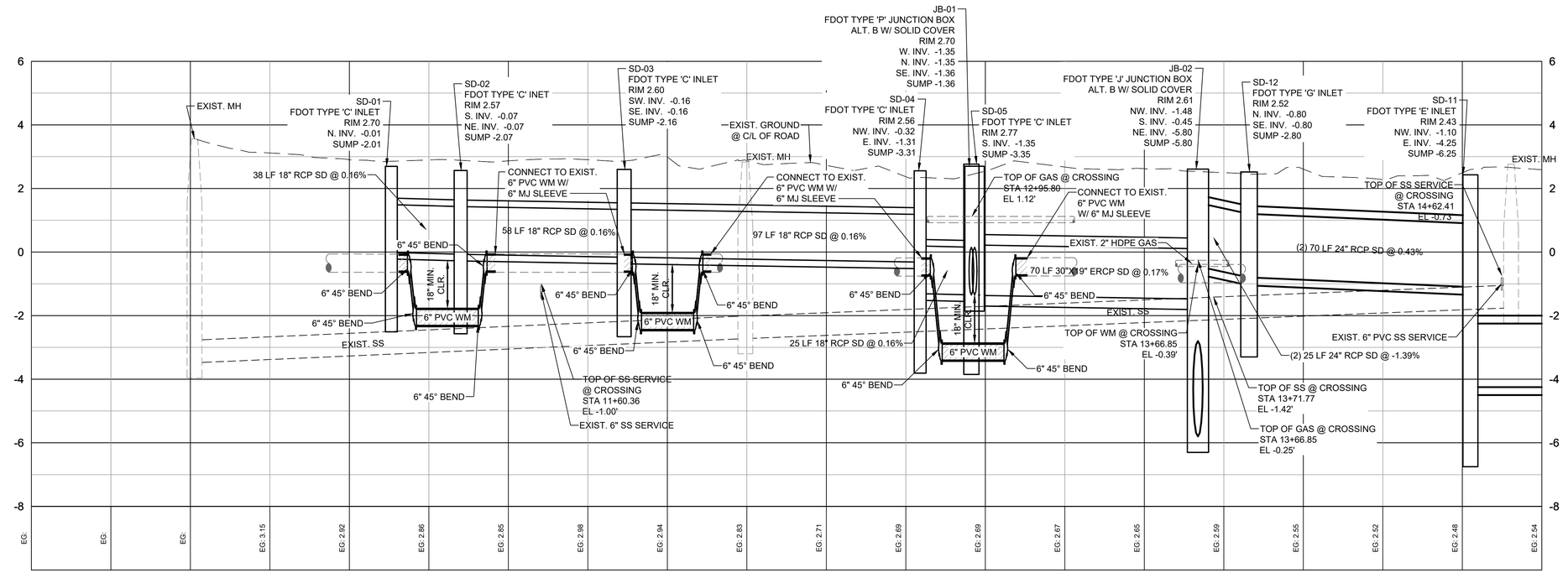
C-100

Copyright: Tetra Tech

Bar Measures 1 inch, otherwise drawing not to scale

3/13/2026 11:46:31 AM - O:\PROJECTS\ORLANDO\IER\74765200-74765-25003\CAD\SHEETFILES\C-100 CARLOS CIRCLE DEMOLITION PLAN.DWG - CYR, STEVE





TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 102
ESTERO, FL 33928
PH: (239) 390-1467 FAX: (239) 390-1769

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

PRELIMINARY

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
CARLOS CIRCLE DRAINAGE IMPROVEMENTS

CARLOS CIRCLE PLAN AND PROFILE

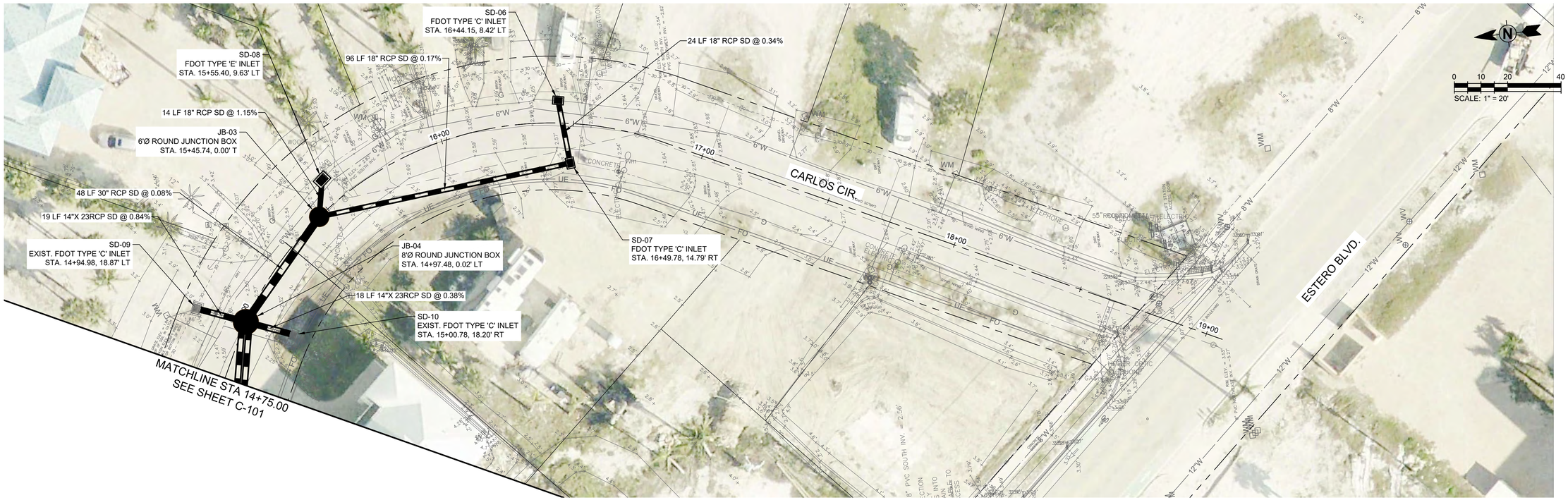
PROJ:	200-74765-25003
DESN:	HC
DRWN:	SJC
CHKD:	EDF

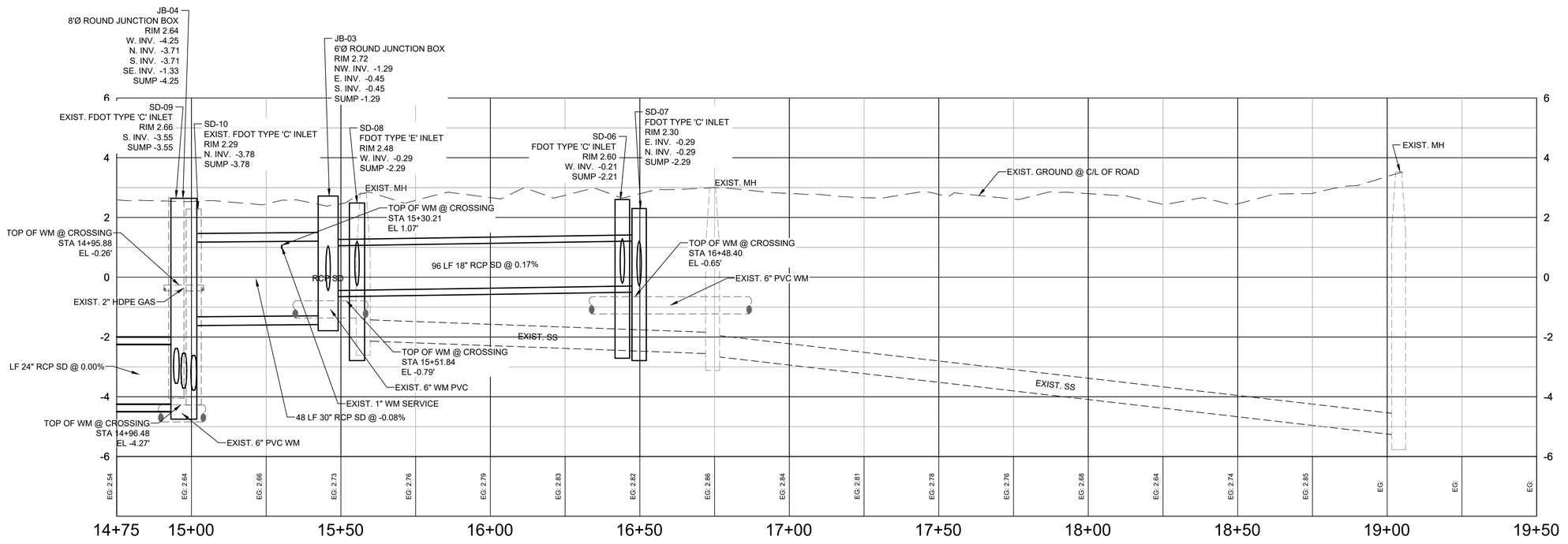
C-101

Copyright: Tetra Tech

Bar Measures 1 inch, otherwise drawing not to scale

3/13/2026 1:26:18 PM - O:\PROJECTS\ORLANDO\IER\74765200-74765-25003\CAD\SHEETFILES\C-1XX CARLOS CIRCLE PLAN AND PROFILE.DWG - CYR, STEVE





SCALE:
HORIZ. 1"= 20'
VERT. 1" = 2'

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 102
ESTERO, FL 33928
PH: (239) 390-1467 FAX: (239) 390-1769

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

PRELIMINARY

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
CARLOS CIRCLE DRAINAGE IMPROVEMENTS

CARLOS CIRCLE PLAN AND PROFILE

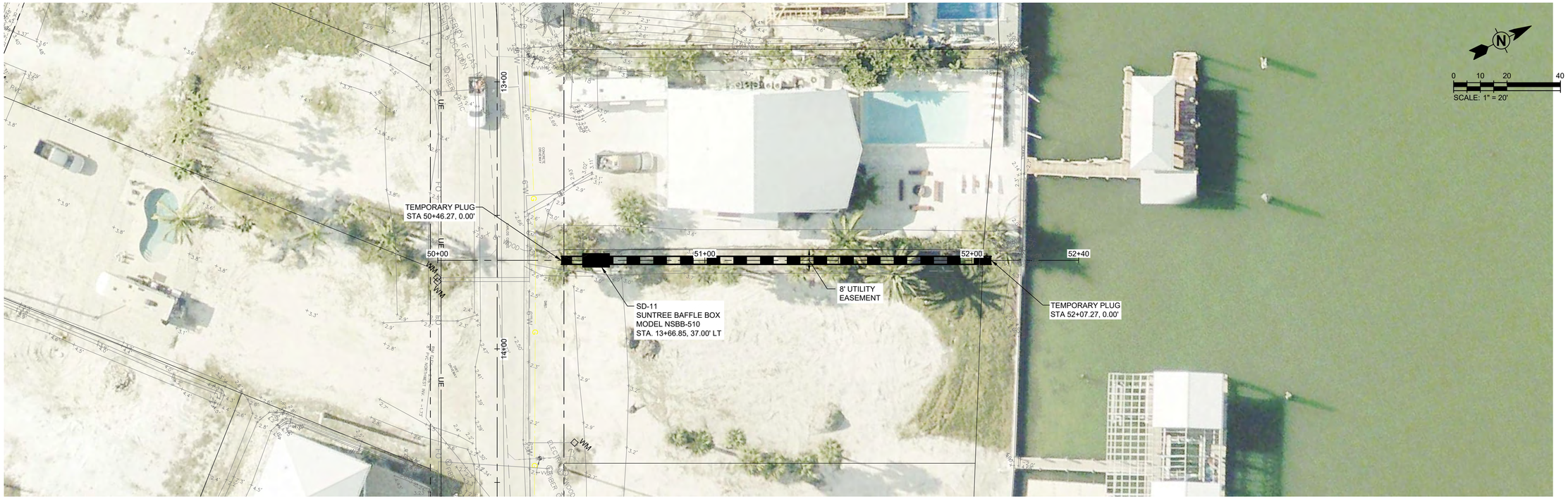
PROJ:	200-74765-25003
DESN:	HC
DRWN:	SJC
CHKD:	EDF

C-102

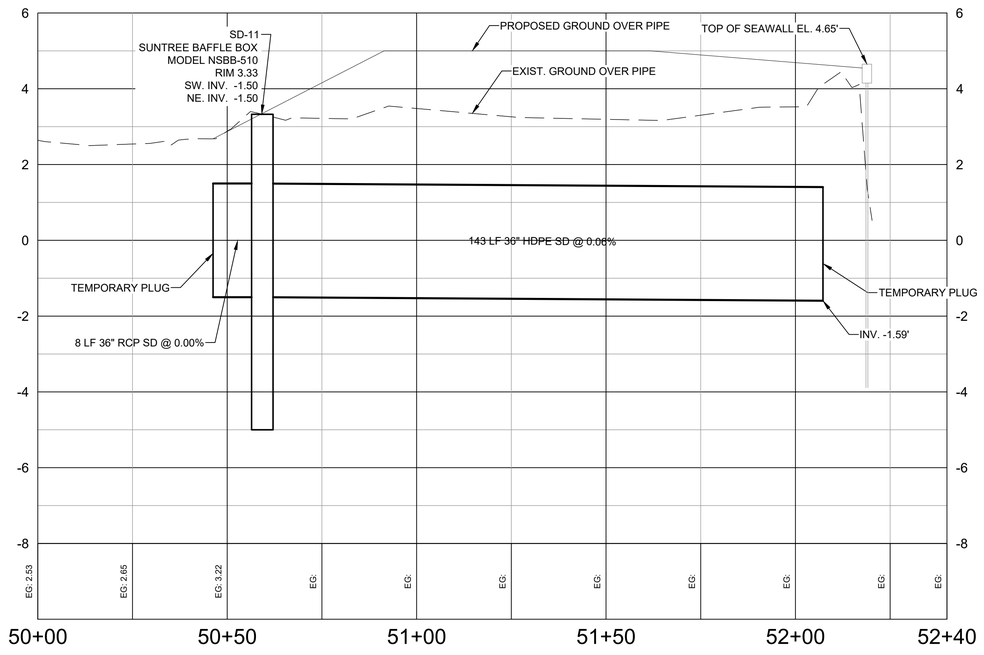
Copyright: Tetra Tech

Bar Measures 1 inch, otherwise drawing not to scale

3/13/2026 1:59:14 PM - O:\PROJECTS\ORLANDO\IER\74765\200-74765-25003\CAD\SHEETFILES\C-1XX CARLOS CIRCLE PLAN AND PROFILE.DWG - CYR, STEVE



SCALE:
HORIZ. 1"= 20'
VERT. 1" = 2'



TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 102
ESTERO, FL 33928
PH: (239) 390-1467 FAX: (239) 390-1769

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

PRELIMINARY

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
CARLOS CIRCLE DRAINAGE IMPROVEMENTS

CARLOS CIRCLE OUTFALL (PHASE 1) PLAN AND PROFILE

PROJ: 200-74765-25003
DESN:
DRWN:
CHKD:

C-103

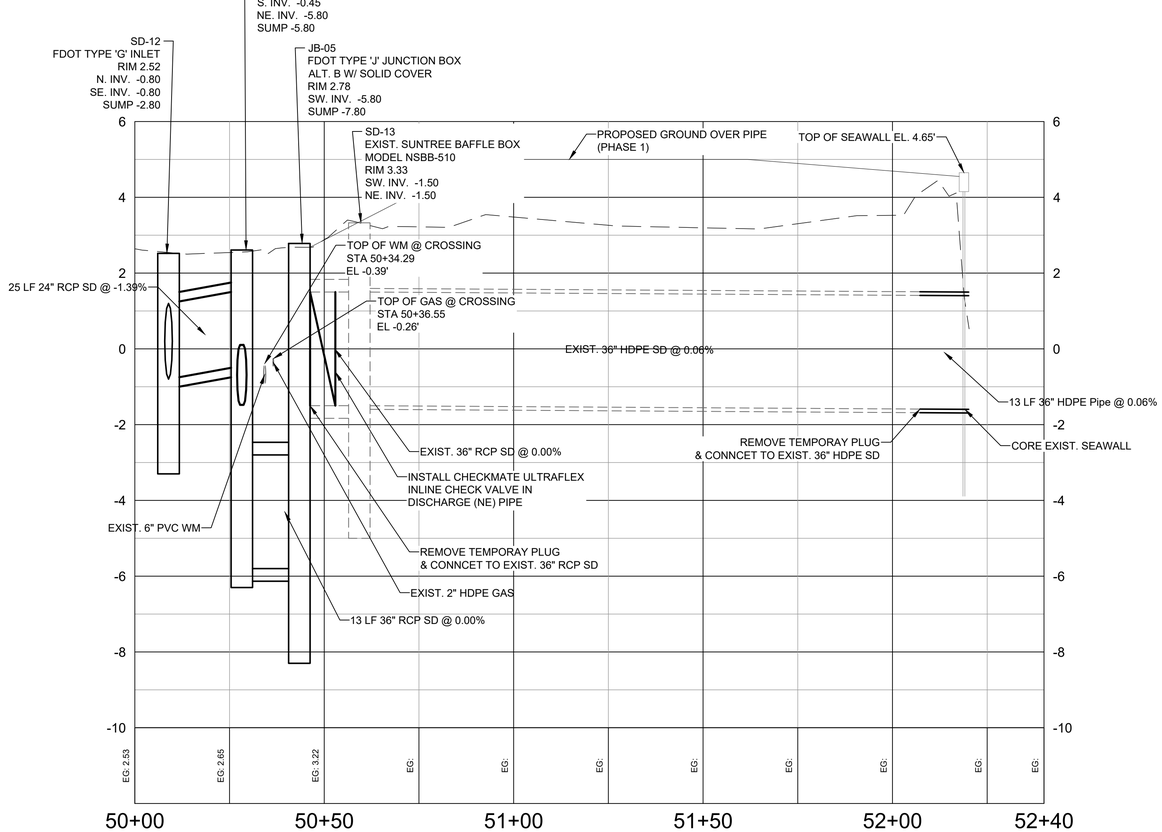
Copyright: Tetra Tech

Bar Measures 1 inch, otherwise drawing not to scale

3/13/2026 11:55:44 AM - O:\PROJECTS\ORLANDO\IER\74765\200-74765-25003\CAD\SHEETFILES\C-1XX CARLOS CIRCLE OUTFALL PLAN AND PROFILE-PHASE 1.DWG - CYR, STEVE



SCALE:
HORIZ. 1"= 20'
VERT. 1" = 2'



Bar Measures 1 inch, otherwise drawing not to scale

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 102
ESTERO, FL 33928
PH: (239) 390-1467 FAX: (239) 390-1769

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

PRELIMINARY

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
CARLOS CIRCLE DRAINAGE IMPROVEMENTS

CARLOS CIRCLE OUTFALL PLAN AND PROFILE

PROJ:	200-74765-25003
DESN:	HC
DRWN:	SJC
CHKD:	EDF

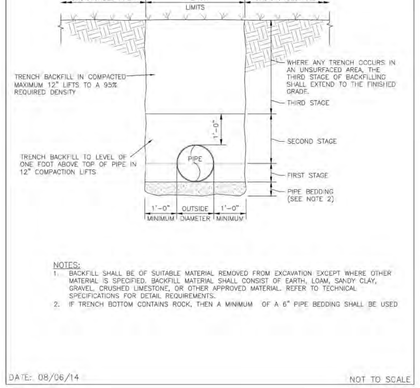
C-104

Copyright: Tetra Tech

3/13/2026 12:00:42 PM - O:\PROJECTS\ORLANDO\IER\74765\200-74765-25003\CAD\SHEETFILES\C-1XX CARLOS CIRCLE OUTFALL PLAN AND PROFILE.DWG - CYR, STEVE

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.4
UNPAVED AREA TRENCH BACKFILL DETAIL



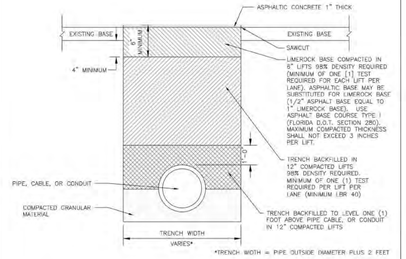
NOTES:
1. BACKFILL SHALL BE OF SUITABLE MATERIAL REMOVED FROM EXCAVATION EXCEPT WHERE OTHER MATERIAL IS SPECIFIED. BACKFILL MATERIAL SHALL CONSIST OF EARTH, LOAM, SANDY CLAY, GRAVEL, CRUSHED LIMESTONE, OR OTHER APPROVED MATERIAL. REFER TO TECHNICAL SPECIFICATIONS FOR DETAIL REQUIREMENTS.
2. IF TRENCH BOTTOM CONTAINS ROCK, THEN A MINIMUM OF A 6" PIPE BEDDING SHALL BE USED

DATE: 08/06/14 NOT TO SCALE

1 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.4a
ROAD AND TRENCH RESTORATION
FOR LOCAL ROADS



*TRENCH WIDTH = PIPE OUTSIDE DIAMETER PLUS 2 FEET

NOTES:
1. ALL MODIFIED PROCTOR AND DENSITY TESTS SHALL BE TAKEN BY A CERTIFIED LABORATORY.
2. ALL TESTS SHALL BE COMPLETED AND SHALL MEET MINIMUM DENSITY REQUIREMENTS PRIOR TO ADDITIONAL BACKFILLING.
3. RIGHT-OF-WAY PERMIT STIPULATIONS OVERRIDE THIS DETAIL WHERE TRENCH IS LOCATED WITHIN A COUNTY RIGHT-OF-WAY.

DATE: 08/06/14 NOT TO SCALE

2 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.24
MAIN SEPARATION TABLE

OTHER PIPE	HORIZONTAL SEPERATION	CROSSING	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
• STORM SEWER • STORMWATER FORCE MAIN • RECLAIMED WATER	WATER MAIN X FT. MINIMUM	WATER MAIN 18 INCHES PREFERED 6 INCH MINIMUM STORM SEWER ONLY	ALTERNATE 3 FT. MINIMUM WATER MAIN
• GRAVITY OR LOW PRESSURE SANITARY SEWER (1) • SANITARY SEWER FORCE MAIN • SEPTIC TANKS (2)	WATER MAIN 10 FEET PREFERED 6 FEET MINIMUM	WATER MAIN 12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES PREFERED	ALTERNATE 6 FT. MINIMUM WATER MAIN

NOTE:
1. 3 FEET FOR GRAVITY TYPE SANITARY SEWERS WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY TYPE SANITARY SEWER.
2. THE SEPARATION BETWEEN POTABLE WATER, RECLAIMED WATER AND OSTDS (SEPTIC TANKS) SHALL BE 10 FEET.
3. WATER MAIN SHALL CROSS ABOVE OTHER PIPE, WHEN WATER MAIN SHALL BE BELOW OTHER PIPE THE MINIMUM SEPARATION SHALL BE 18 INCHES.

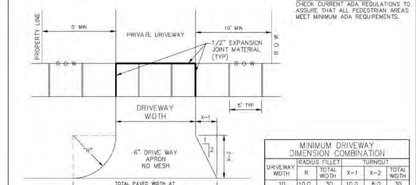
DATE: 08/06/14 NOT TO SCALE

3 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.41
DRIVEWAY & SIDEWALK
SINGLE FAMILY & DUPLEX

TO BE ADA COMPLIANT
CHECK CURRENT ADA REGULATIONS TO ASSURE THAT ALL PEDESTRIAN AREAS MEET MINIMUM ADA REQUIREMENTS.

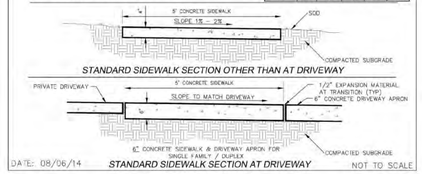


TYPICAL DRIVEWAY PLAN

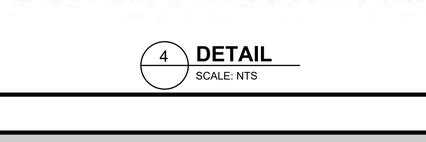
MINIMUM DRIVEWAY DIMENSION COMBINATION

DRIVEWAY WIDTH	R	RADIUS FILLET TOTAL WIDTH	X-1	X-2	TURNOUT TOTAL WIDTH
10	10.0	30	10.0	8.0	30
12	9.0	30	9.0	7.0	30
13	8.5	30	8.5	6.5	30
14	8.0	30	8.0	6.0	30
15	7.5	30	7.5	5.5	30
16	7.0	30	7.0	5.0	30
17	6.5	30	6.5	4.5	30
18	6.0	30	6.0	4.0	30
19	5.5	30	5.5	4.0	30
20	5.0	30	5.0	4.0	30
21	4.5	30	4.5	3.5	30
22	4.0	30	4.0	3.5	30
24	3.5	30	3.5	3.5	30

NOTES
1. TURNOUT DIMENSIONS X-1 & X-2) SHALL BE REQUIRED WHEN USING CONCRETE, UNLESS OTHERWISE APPROVED.
2. WHERE GUTTER IS USED, THE DIMENSIONS SHOWN SHALL BE AS PROJECTED FROM EDGE OF PAVEMENT.
3. FLORIDA D.O.T. PRIMARY, SECONDARY AND COUNTY ARTERIAL STREETS REQUIRE MINIMUM DIMENSIONS OF 12 FOOT DRIVE WIDTH WITH A MINIMUM RADIUS OF 15 FOOT. (REGARDLESS OF DRIVE WIDTH – A 15 FOOT RADIUS WILL BE REQUIRED).
4. THESE DIMENSIONS ARE NOT APPLICABLE TO DRIVEWAYS CONSTRUCTED AROUND CUL-DE-SACS AND SHARP RADIUS. CONTACT ENGINEERING DEPARTMENT FOR DETAILS CONCERNING VARIANCES.



STANDARD SIDEWALK SECTION OTHER THAN AT DRIVEWAY

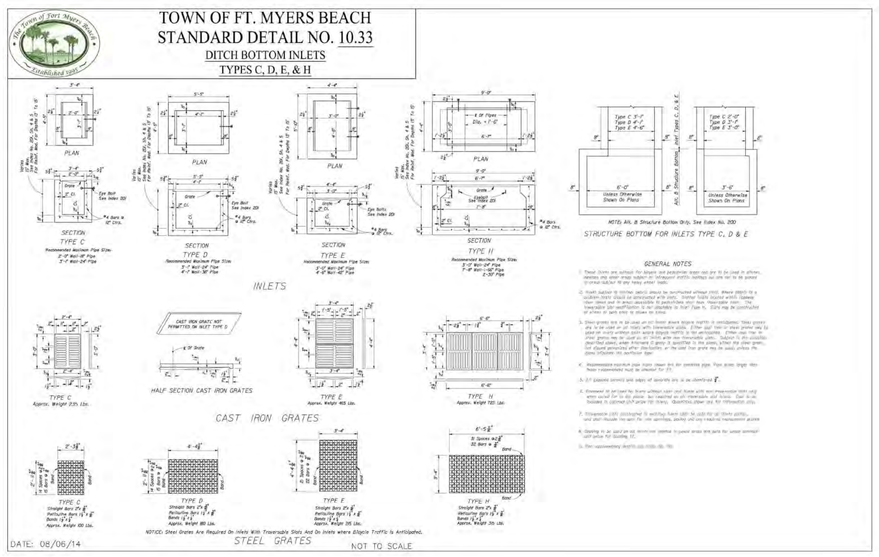


DATE: 08/06/14 STANDARD SIDEWALK SECTION AT DRIVEWAY NOT TO SCALE

4 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL (MODIFIED)

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.33
DITCH BOTTOM INLETS
TYPES C, D, E, & H

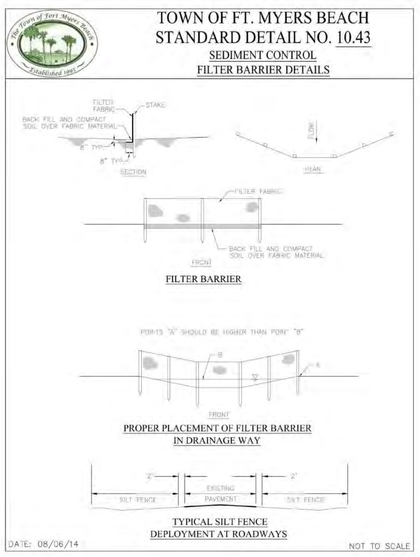


DATE: 08/06/14 NOT TO SCALE

5 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.43
SEDIMENT CONTROL
FILTER BARRIER DETAILS



FILTER BARRIER

PROPER PLACEMENT OF FILTER BARRIER IN DRAINAGE WAY

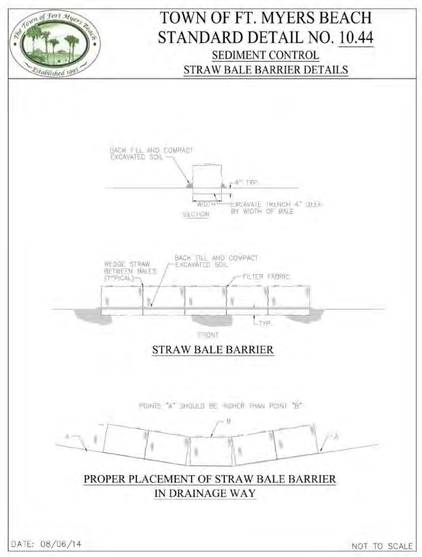
TYPICAL SILT FENCE DEPLOYMENT AT ROADWAYS

DATE: 08/06/14 NOT TO SCALE

6 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.44
SEDIMENT CONTROL
STRAW BALE BARRIER DETAILS



STRAW BALE BARRIER

DATE: 08/06/14 NOT TO SCALE

7 **DETAIL**
SCALE: NTS

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 102
ESTERO, FL 33928
PH: (239) 390-1467 FAX: (239) 390-1769

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

PRELIMINARY

FMBeach
FORT MYERS BEACH • ESTERO ISLAND

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
CARLOS CIRCLE DRAINAGE IMPROVEMENTS

CIVIL DETAILS

PROJ: 200-74765-25003
DESN: HC
DRWN: SJC
CHKD: EDF

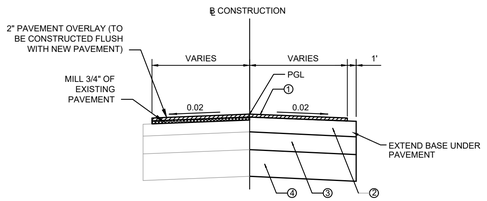
C-501

Copyright: Tetra Tech

3/13/2026 12:01:27 PM - O:\PROJECTS\ORLANDO\ER\74765\200-74765-25003\CAD\SHEETFILES\C-501 CIVIL DETAILS.DWG - CYR, STEVE

Bar Measures 1 inch, otherwise drawing not to scale

PAVEMENT RESTORATION

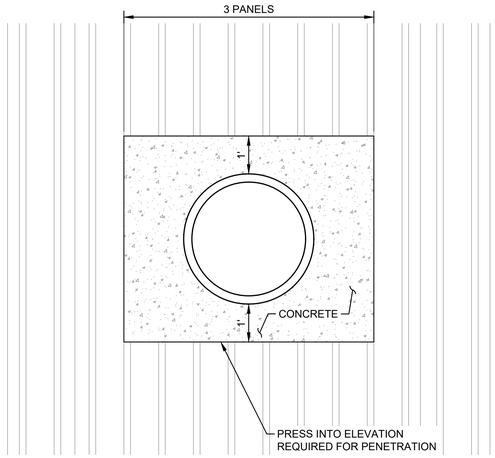


PAVEMENT DESIGN

1. 2" TYPE S-1 STRUCTURAL COURSE OR SUPER PAVE TYPE 12.5 (2 LIFTS)
2. OPTIONAL 10" LIMEROCK BASE COMPACTED TO 98% MAX. DENSITY (AASHTO T-134). ASPHALTIC PRIME COAT APPLIED AT 0.15 GAL./SF 300 PSI 7-DAY COMPRESSIVE STRENGTH 1.5' FREEBOARD ABOVE THE ESTIMATED SEASONAL HIGH WATER TABLE IS REQUIRED IF LIMEROCK IS SELECTED.
3. 12" COMPACTED SUBGRADE (98% DENSITY) AASHTO T-180 AND LBR 40
4. 18" OF NATIVE OR IMPORTED MATERIAL HAVING LESS THAN 5% PASSING #200 SIEVE COMPACTED

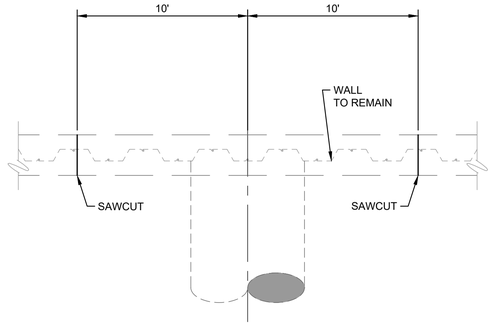
1 **DETAIL**
SCALE: NTS

PENETRATION DETAIL



2 **DETAIL**
SCALE: NTS

REPLACEMENT WALL DEMOLITION DETAIL



3 **DETAIL**
SCALE: NTS

4 **DETAIL**
SCALE: NTS

5 **DETAIL**
SCALE: NTS

6 **DETAIL**
SCALE: NTS

7 **DETAIL**
SCALE: NTS

8 **DETAIL**
SCALE: NTS

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 102
ESTERO, FL 33928
PH: (239) 390-1467 FAX: (239) 390-1769

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

PRELIMINARY

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
CARLOS CIRCLE DRAINAGE IMPROVEMENTS

CIVIL DETAILS

PROJ:	200-74765-25003
DESN:	HC
DRWN:	SJC
CHKD:	EDF

C-502

Copyright: Tetra Tech

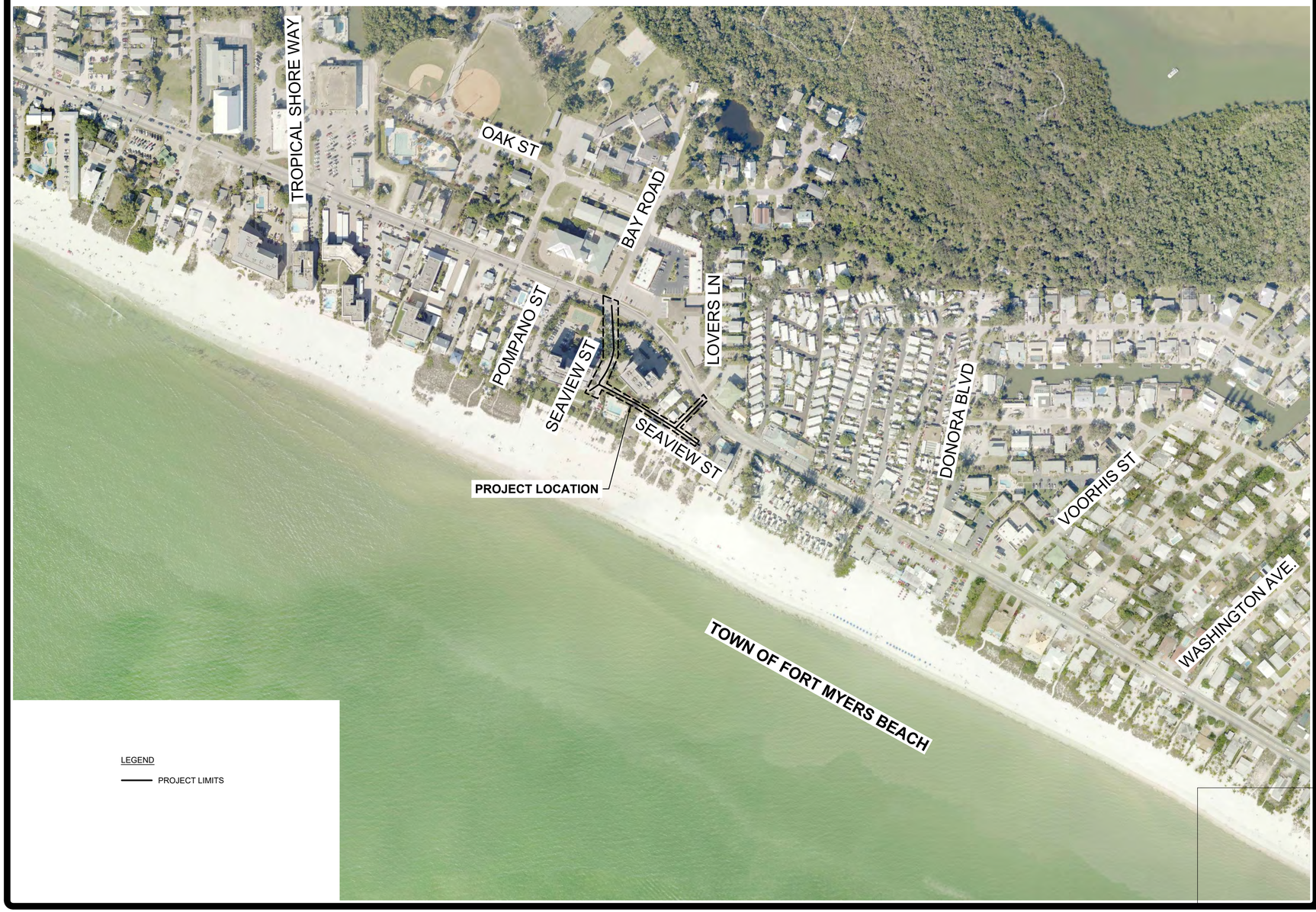
Bar Measures 1 inch, otherwise drawing not to scale

3/13/2026 12:01:29 PM - O:\PROJECTS\ORLANDO\IER\74765\200-74765-25003\CAD\SHEETFILES\C-501 CIVIL DETAILS.DWG - CYR, STEVE

TOWN OF FORT MYERS BEACH
SEAVIEW STREET
WATER AND STORMWATER DESIGN

10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407)839-3790
www.tetratech.com

TETRA TECH



PROJECT LOCATION:
FORT MYERS BEACH, FL

CLIENT INFORMATION:
TOWN OF FORT MYERS BEACH

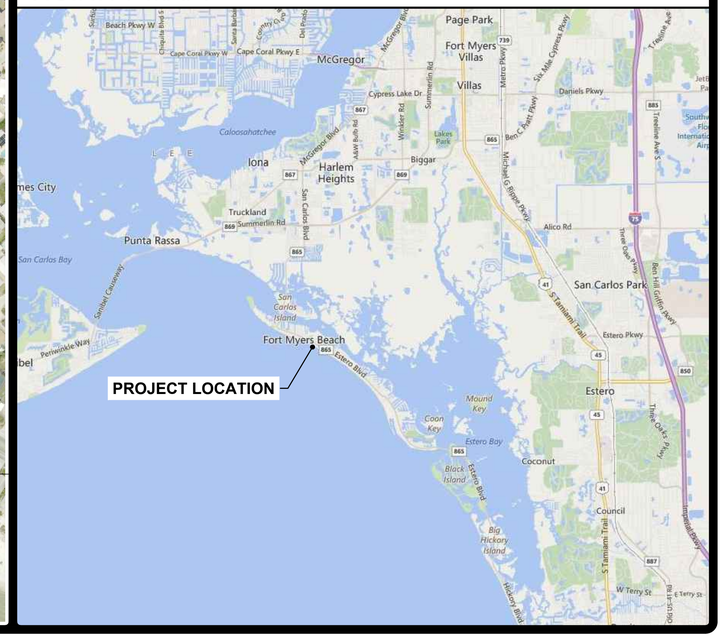
Tt PROJECT No.:
200-74765-22004

CLIENT PROJECT No.:

PROJECT DESCRIPTION / NOTES:

ISSUED:
NOVEMBER 2024 - PERMIT SET

VICINITY MAP:



GENERAL NOTES:

1. BENCHMARKS FOR CONSTRUCTION HAVE BEEN PROVIDED AND ARE LABELED ON SHEETS THROUGHOUT THE PLAN SET. ELEVATIONS SHOWN HEREON ARE PER NAVD 88 DATUM.

2. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS ADOPTED BY THE TOWN OF FORT MYERS BEACH AND LEE COUNTY UTILITIES. WHERE CONFLICTS OR OMISSIONS EXIST, THE TOWN OF FORT MYERS BEACH AND LEE COUNTY UTILITIES STANDARDS SHALL DICTATE. SUBSTITUTIONS AND DEVIATION FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE ENGINEER.

3. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.

4. ALL MATERIALS AND CONSTRUCTION TO BE IN ACCORDANCE WITH THE TOWN OF FORT MYERS BEACH AND LEE COUNTY UTILITIES CONSTRUCTION SPECIFICATIONS, LATEST EDITION, UNLESS OTHERWISE WAIVED.

5. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN HAND BEFORE BEGINNING ANY CONSTRUCTION. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES. ANY PENALTIES, STOP WORK ORDERS OR ADDITIONAL WORK RESULTING FROM THE CONTRACTOR BEING IN VIOLATION OF THE REQUIREMENTS ABOVE, SHALL BE FULLY BORNE BY THE CONTRACTOR.

6. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FIRST. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS. IT IS REQUESTED UTILITY COMPANIES MOVE THEIR PARTICULAR UTILITIES. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

7. THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING TO BE HELD BETWEEN THE TOWN OF FORT MYERS BEACH, UTILITIES, ENGINEER OF RECORD, AND CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.

8. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND SHALL BE PLACED BENEATH THE PAVEMENT AND ITS EDGES PRIOR TO THE CONSTRUCTION OF THE PAVEMENT. THE PAVEMENT SHALL NOT BE CUT WITHOUT PRIOR APPROVAL OF THE ENGINEER.

9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND AT LEAST 48 HOURS HOURS BEFORE REQUIRED INSPECTION ON EACH AND EVERY PHASE OF WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY SCHEDULED TESTING. NO PRESSURE TESTING, OR FINAL TESTING WILL BE ACCEPTED UNLESS WITNESSED BY THE ENGINEER'S REPRESENTATIVE. CONTRACTOR SHALL COORDINATE WITH CITY AT LEAST 48 HOURS PRIOR TO CONNECTION TO EXISTING MAINS.

10. CONTRACTOR IS RESPONSIBLE FOR HIS RESPECTIVE SURVEYING AND LAYOUT FROM BENCHMARK PROVIDED ON CONSTRUCTION PLANS. ANY SURVEY MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED UPON COMPLETION OF THE WORK BY A REGISTERED LAND SURVEYOR.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING ANY CONSTRUCTION ACTIVITIES FROM TAKING PLACE OUTSIDE OF THE LIMITS OF CONSTRUCTION SHOWN ON THE PLANS. ANY ON-SITE OR OFFSITE AREAS DISTURBED SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.

12. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE THREE (3) SETS OF RECORD DRAWINGS TO THE ENGINEER OF RECORD WITHIN TWO (2) WEEKS AFTER CONSTRUCTION HAS BEEN COMPLETED ON EACH PHASE.

13. TOPOGRAPHIC INFORMATION SHOWN ON THESE PLANS WERE TAKEN FROM SURVEY PROVIDED BY: TETRA TECH, 201 EAST PINE STREET, ORLANDO, FL 32801. SURVEY DATUM BASED ON NAVD 88.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY TESTING TO ASSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE, AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH TESTING AND RETESTING OF THE AREAS AND SHALL PROVIDE THE OWNER AND THE ENGINEER WITH COPIES OF THE CERTIFICATION OF COMPACTION FROM THE TESTING COMPANY. COMPACTION SHALL MEET THE REQUIREMENTS OF LEE COUNTY UTILITIES LATEST STANDARDS.

15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE EXISTING SITE CONDITIONS OF SOIL PRIOR TO N.T.P. CONSTRUCTION TO DETERMINE IF ANY OFF SITE MATERIALS WILL NEED TO BE IMPORTED TO ACHIEVE THE GRADES SPECIFIED ON THE PLANS.

16. ALL EXCESS FILL FROM SITE SHALL BE STOCKPILED BY THE CONTRACTOR, IN A LOCATION APPROVED BY THE OWNER OR THE OWNER'S REPRESENTATIVE AND THE ENGINEER.

17. CLEAR AREAS INDICATED SHALL BE COMPLETELY CLEAR OF ALL TIMBER, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH, AND ALL OTHER DEBRIS AND OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE GROUND.

18. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXPECTED ORGANIC SILT PEAT AREAS, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFFSITE, AND MATERIALS TO BE DISPOSED OF OFFSITE, ALL OF WHICH WILL AFFECT HIS PRICING. ANY DELAY, INCONVENIENCE, OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL, AND THE CONTRACTOR MAY HAVE TO IMPORT MATERIALS, AT NO EXTRA COST, FROM OFFSITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.

19. IN ORDER TO PROTECT THE WATER SUPPLY FACILITIES, THE LOCATIONS OF UTILITIES MUST BE FIELD VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. THE FOLLOWING MINIMUM WALL TO WALL SEPARATIONS MUST BE MAINTAINED FROM ALL WATER MAINS.

UTILITY	HORIZONTAL	VERTICAL
GAS	1 FT.	12 IN.
TELEPHONE	2 FT.	12 IN.
CABLE TV	2 FT.	12 IN.
FIBER OPTICS	2 FT.	12 IN.
ELECTRIC:		
UNDERGROUND	5 FT.	12 IN.
UTILITY POLES	2 FT.	N/A
STORM SEWER	10 FT.	12 IN.
GRAVITY SANITARY SEWER	10 FT.	18 IN.
SANITARY SEWER FORCE MAIN	10 FT.	12 IN.

WHEN THE MINIMUM SEPARATION REQUIREMENTS FOR THE TOWN OF FORT MYERS BEACH, THE LEE COUNTY HEALTH DEPARTMENT, OR OTHER AGENCIES DIFFER, THE MORE STRINGENT REQUIREMENT MUST BE MET. THE OWNER RESERVES THE RIGHT, WHEN NECESSARY, TO REQUIRE ADDITIONAL SEPARATION DEPENDING ON THE CIRCUMSTANCES. CONTRACTOR SHALL CENTER ALL WATER MAIN DEFLECTIONS AT CONFLICTS WITH EXISTING SEWER MAINS.

ANY VARIANCES TO THE DISTANCES SHOWN IN THE TABLE MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE OWNER PRIOR TO CONSTRUCTION.

TREES ARE NOT TO BE PLANTED OVER WATER LINES AND THERE MUST BE A 5-FT HORIZONTAL SEPARATION BETWEEN TREES AND WATER LINES.

THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND LICENSES FOR PERFORMING THE DEMOLITION WORK AND SHALL FURNISH A COPY OF SAME TO THE ENGINEER PRIOR TO COMMENCING THE WORK. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE PERMITS.

20. ALL PIPE AND FITTINGS SHALL BE PRESSURE TESTED & LEAKAGE TESTED AS SPECIFIED IN SECTION 15044 OF THE PROJECT MANUAL AND BY APPROVED CITY, STATE & FEDERAL STANDARDS. FOR ALL LEAKAGE AMOUNTS GREATER THAN "ALLOWABLE LEAKAGE" AS SPECIFIED IN CONTRACT DOCUMENTS AND APPROVED CITY STANDARDS, ALL LEAKS SHALL BE UNCOVERED AND REPAIRED IN ACCORDANCE WITH SPECIFICATIONS. ALL PIPES, VALVES, OUT OF SERVICE AC PIPES THAT HAS A DEPTH OF COVER OF LESS THAN 36 INCHES SHALL BE REMOVED. ALL OUT-OF-SERVICE AC PIPE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED AND DISPOSED OF ACCORDING TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. ALL AC PIPE NOT REMOVED SHALL BE CAPPED AND GROUTED.

20. ALL PIPING SHALL HAVE 36 INCHES MINIMUM COVER UNLESS OTHERWISE NOTED. COVER LESS THAN 36 INCHES SHALL BE APPROVED BY OWNER & ENGINEER. CONTRACTOR SHALL TAKE CARE TO PROVIDE PROPER GRADE ELEVATIONS AND ALIGNMENTS. COVER GREATER THAN 8-FT BELOW FINISHED GRADE SHALL BE APPROVED BY OWNER & ENGINEER, WITH DEPTHS NOTED ON AS-BUILT DRAWINGS, UNLESS PIPE IS INSTALLED VIA DIRECTIONAL DRILL.

21. THE CONTRACTOR SHALL LOCATE WATER AND WASTEWATER MAINS AT PROPOSED TIE-IN LOCATIONS TO VERIFY ACTUAL LOCATION, SIZE, ELEVATION, AND MATERIAL PRIOR TO ORDERING MATERIALS FOR SAID WORK. THE EXISTING UTILITIES HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY.

22. ALL POTABLE WATER MAINS INSTALLED DURING CONSTRUCTION SHALL BE DISINFECTED IN ACCORDANCE WITH THE LATEST REVISION OF AWWA C-651. SUCH WATER MAINS SHALL THEN BE BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH STATE, TOWN OF FORT MYERS BEACH & LEE COUNTY HEALTH DEPARTMENT STANDARDS. A REPRESENTATIVE OF THE OWNER MUST BE PRESENT DURING THE TAKING OF ALL WATER SAMPLES.

23. A NOTICE OF TWO FULL WORKING DAYS MUST BE PROVIDED TO THE OWNER'S INSPECTOR PRIOR TO FLUSHING AND TESTING. INSPECTOR MUST BE PRESENT DURING PRESSURE TESTING, DISINFECTING, PIGGING AND WATER SAMPLING FOR POTABLE WATER MAINS, RAW WATER MAINS AND WASTEWATER FORCE MAINS, AS APPLICABLE.

24. TRACER WIRE SHALL BE PROVIDED AS REQUIRED BY TOWN STANDARDS. AT A MINIMUM THE TRACER WIRE SHALL BE BLUE COATED #12 GAUGE (TWO (2) #4 GAUGE UF TRACER WIRES IF PIPELINE INSTALLED BY DIRECTIONAL DRILL), UF SOLID STRAND FOR POTABLE WATER AND GREEN COATED #12 GAUGE UF SOLID STRAND TRACER FOR WASTEWATER MAINS AND SHALL BE TESTED TO INSURE CONTINUITY BETWEEN ACCESS POINTS. THE CONTRACTOR SHALL DEMONSTRATE TO THE CITY THAT THE WIRE IS CONTINUOUS AND UNBROKEN THROUGH THE ENTIRE RUN OF PIPE BY PROVIDING FULL SIGNAL CONDUCTIVITY (INCLUDING SPLICES) WHEN ENERGIZING FOR THE ENTIRE RUN IN THE PRESENCE OF THE INSPECTOR. DEFECTS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. POSITION & TERMINATE LOCATOR WIRES AS DEPICTED IN MISCELLANEOUS DETAILS.

25. ALL EXISTING POTABLE WATER AND WASTEWATER MAINS SHALL REMAIN OPERATIONAL AND SHALL NOT BE TAKEN OUT OF SERVICE DURING CONSTRUCTION WITHOUT APPROVAL FROM OWNER. ANY APPROVED REMOVAL FROM SERVICES SHALL NOT EXCEED 3 HOURS.

26. FLORIDA LAW (F.S. 553.851) REQUIRES THAT PERSONS MAKING EXCAVATIONS IN PUBLIC AND PRIVATE STREETS, ALLEYS, RIGHT-OF-WAYS OR UTILITY EASEMENTS MUST FIRST OBTAIN INFORMATION ON LOCATION OF UNDERGROUND GAS PIPELINES.

27. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A REGISTERED FLORIDA PROFESSIONAL LAND SURVEYOR FOR LAYOUT OF ALL WORK AND FOR RESTORING ALL MONUMENTS AND PROPERTY CORNERS DISTURBED DURING CONSTRUCTION. PROOF OF REGISTRATION SHALL BE SUBMITTED TO ENGINEER.

28. CONTRACTOR WATER MAIN CLEARANCE PACKAGES SHALL CONTAIN AS-BUILT DRAWINGS SIGNED AND SEALED BY A LICENSED SURVEYOR, PASSING BACTERIOLOGICAL TEST REPORTS, AND PRESSURE TEST FORMS SIGNED BY THE CITY PROJECT INSPECTOR. SUBMITTALS SHALL INCLUDE FOUR (4) HARDCOPY SETS INCLUDING THE ORIGINAL PASSING BACTERIOLOGICAL SAMPLE REPORTS AND ONE (1) CD CONTAINING ELECTRONIC FILES OF AS-BUILT DRAWINGS IN AUTOCAD FORMAT. AS-BUILT DRAWINGS SHALL DEPICT THE INFORMATION REQUIRED IN THE CONTRACT DOCUMENTS ALONG WITH THE LOCATIONS OF THE BACTERIOLOGICAL SAMPLES LABELED TO CORRESPOND TO THE BACTERIOLOGICAL SAMPLE REPORTS. FAILURE OF THE CONTRACTOR TO PROVIDE THE REQUIRED INFORMATION OR SUBMISSION OF POOR QUALITY AS-BUILT DRAWINGS WILL COUNT AS AN APPLICATION REVIEW. POOR QUALITY AS-BUILT DRAWINGS WILL BE RETURNED WITH COMMENTS ONE (1) TIME AND SUBSEQUENT REVIEWS OF POOR QUALITY AS-BUILT DRAWINGS SUBMITTED BY THE CONTRACTOR WILL BE COUNTED AS ONE (1) APPLICATION REVIEW PER INSTANCE AND THE CITY AND ENGINEER WILL DEDUCT REVIEW, HANDLING, AND DIRECT COSTS FROM THE CONTRACTOR'S PROGRESS PAYMENT APPLICATIONS AND/OR PROJECT RETAINAGE. THE PROJECT MANUAL AND/OR THE DRAWINGS WILL SPECIFY THE CONTRACTOR'S RESPONSIBILITIES AND ESTIMATED COSTS. PARTIAL SUBMITTALS WILL NOT BE REVIEWED. SUBMITTALS FOR SANITARY SEWER DO NOT REQUIRE BACTERIOLOGICAL TEST REPORTS.

29. WHEN WORKING AT NIGHT, CONTRACTOR SHALL USE LIGHT SHIELDS SO AS NOT TO AFFECT TURTLES FROM MAY THROUGHOUT OCTOBER.

30. ALL EXISTING FACILITIES LEFT IN PLACE SHALL BE LOCATED BY FIELD SURVEY AND THE LOCATIONS SHALL BE SHOWN ON THE AS-BUILT DRAWINGS

DEMOLITION:

1. THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND LICENSES FOR PERFORMING THE DEMOLITION WORK AND SHALL FURNISH A COPY OF SAME TO THE ENGINEER PRIOR TO COMMENCING THE WORK. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE PERMITS.

2. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES OR LOCAL AUTHORITIES FURNISHING GAS, WATER, ELECTRICAL, TELEPHONE, OR SEWER SERVICE SO THEY CAN REMOVE, RELOCATE, DISCONNECT, CAP OR PLUG THEIR EQUIPMENT IN ORDER TO FACILITATE DEMOLITION.

3. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN ON THESE PLANS AND UTILITIES AND OTHER IMPROVEMENTS NOT SHOWN. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIRS OF UTILITIES AND OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION AND SHALL MAINTAIN SUFFICIENT PROTECTION FOR ALL UTILITIES REQUIRED TO PROTECT THEM FROM DAMAGE AND TO PROTECT THE PUBLIC DURING CONSTRUCTION.

4. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL TREES, STRUCTURES, AND UTILITIES NOT MARKED FOR REMOVAL OR DEMOLITION AND SHALL PROMPTLY REPAIR ANY DAMAGE AS DIRECTED BY THE ENGINEER AT NO COST TO THE OWNER.

5. THE CONTRACTOR SHALL REMOVE BUILDING STRUCTURES MARKED FOR DEMOLITION WHICH INCLUDES FOOTERS ASSOCIATED WITH THE STRUCTURE, WATER LINES TO THE METER LOCATION, LATERALS TO THE RIGHT-OF-WAY LINE (CAP PRIOR TO BACKFILLING THE TRENCH), AND UNDERGROUND ELECTRICAL WIRING NOT ASSOCIATED WITH THE APPROPRIATE POWER COMPANY.

6. THE CONTRACTOR SHALL REMOVE PAVING MARKED FOR DEMOLITION WHICH INCLUDES ALL ASPHALT, CONCRETE, BASE, AND RETAINING WALLS (INCLUDING THE FOOTERS).

7. THE CONTRACTOR SHALL REMOVE TREES MARKED FOR REMOVAL WHICH INCLUDES THE ROOTS ASSOCIATED WITH THE TREE. TREES NOT MARKED FOR REMOVAL SHALL BE PROTECTED IN ACCORDANCE WITH THE TOWN OF FORT MYERS BEACH REGULATIONS.

8. THE CONTRACTOR SHALL REMOVE UNSALVAGEABLE MATERIALS AND YARD WASTE FROM THE SITE IMMEDIATELY AND DISPOSE OF IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.

9. THE CONTRACTOR SHALL SAW-CUT A SMOOTH STRAIGHT EDGE ON ANY PAVEMENT PROPOSED FOR DEMOLITION PRIOR TO ITS REMOVAL. PRIOR TO CONNECTING PROPOSED PAVEMENT TO EXISTING PAVEMENT, THE CONTRACTOR SHALL ENSURE THAT THE EDGE OF THE EXISTING PAVEMENT IS STRAIGHT AND UNIFORM.

10. CONTRACTOR SHALL REMOVE & REPLACE ALL SIGNS, MAILBOXES, FENCING, DRAINAGE STRUCTURES, ETC. AS REQUIRED TO COMPLETE THIS PROJECT. ALL SUCH RESTORATION SHALL BE COMPLETED IMMEDIATELY FOLLOWING PIPE INSTALLATION & BACK FILLING & SHALL BE INCLUDED IN CONTRACTOR'S PRICE FOR PROJECT.

11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF ALL REMOVED/DEMOLISHED PIPE, STRUCTURES, EQUIPMENT, AND APPURTENANCES.

12. REMOVAL OF EXISTING ASBESTOS CEMENT (AC) PIPE SHALL BE DONE BY LICENSED CONTRACTOR PER THE SPECIFICATIONS.

13. ALL OUT OF SERVICE AC PIPE THAT HAS A DEPTH OF COVER OF LESS THAN 36 INCHES SHALL BE REMOVED. ALL OUT-OF-SERVICE AC PIPE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED. ALL AC PIPE NOT REMOVED SHALL BE CAPPED AND GROUTED.

OTHER UTILITY INFORMATION:

1. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES WHICH MAY HAVE THEIR UTILITIES WITHIN THE CONSTRUCTION AREAS TO LOCATE THEIR FACILITIES IN THE FIELD FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION.

2. CHAPTER 553 - 851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. THE DRAWINGS DO NOT SHOW THE LOCATIONS OF GAS MAINS OR SERVICE LINES.

3. LANDSCAPING SHALL NOT BE LOCATED WITHIN 3 FEET OF ANY FIRE HYDRANT AND/OR FIRE DEPARTMENT CONNECTION.

4. CONTRACTOR SHALL PROVIDE SHEETING AND SHORING AS REQUIRED FOR SAFE PIPING INSTALLATION. CONTRACTOR SHALL PROVIDE SUPPORT FOR ANY EXISTING POLES, STRUCTURES, ETC. DURING CONSTRUCTION, AND SHEETING AND SHORING FOR EXISTING ROADWAY AS REQUIRED. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING OTHER UTILITY COMPANIES AND ARRANGING TO HAVE UTILITY POLES HELD OR RELOCATED IF DETERMINED NECESSARY FOR CONSTRUCTION. CONTRCACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH HOLDING OF UTILITY POLES.

EARTHWORK, GRADING, STABILIZATION, PAVING AND DRAINAGE:

1. COMPACT ALL UTILITY TRENCHES WITHIN ROADWAYS TO 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T - 180) AND TO 95% WITHIN OTHER AREAS.

2. ALL ORGANIC SOILS BELOW UTILITY TRENCHES SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL AND COMPACTED TO NO LESS THAN 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T - 180).

3. STABILIZED SUBGRADE TO BE F.D.O.T. TYPE "B".

4. ASPHALTIC CONCRETE TO FDOT STANDARD SPECIFICATION (LATEST EDITION) SECTION 916.1, TOWN OF FORT MYERS BEACH AND LEE COUNTY DOT STANDARDS, WHICHEVER IS GREATER.

5. ALL PAVEMENT MARKINGS SHALL BE REFLECTIVE PAINT. (STOP BARS TO BE THERMOSPLASTIC)

6. ALL CONCRETE FLUMES, WALKS, AND CURBS SHALL BE CONSTRUCTED WITH 3000 PSI CONCRETE.

7. ALL ON-SITE AREAS DISTURBED BY THE CONSTRUCTION SHALL BE STABILIZED WITH SOD (SAME AS SURROUNDING AREA OR BETTER) OR APPROVED EQUAL, UNLESS OTHERWISE NOTED.

8. ALL DEWATERING COSTS ASSOCIATED WITH THE INSTALLATION AND CONSTRUCTION OF THE UNDERGROUND UTILITIES SHALL BE INCLUDED AS PART OF THE CONSTRUCTION BID COSTS. THE CONTRACTOR SHALL SUBMIT FOR WATER USE PERMITS IF REQUIRED FOR DEWATERING ACTIVITIES.

9. PLANS AND SPECIFICATIONS REQUIRE THAT COMPACTED BACKFILL BE PLACED ALONG SIDE OF AND OVER ALL UTILITIES. THE ENGINEER MAY REQUIRE THAT COMPACTION TESTS BE TAKEN TO VERIFY BACKFILL COMPACTION. THE COST OF SUCH COMPACTION TESTS WILL BE BORNE BY THE CONTRACTOR. COMPACTION SHALL MEET THE REQUIREMENTS OF LEE COUNTY UTILITIES LATEST STANDARDS.

10. THE CONTRACTOR MUST INSTALL AND MAINTAIN GRASS OR SOD ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETED FINAL GRADES, AS NOTED ON PLANS, AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES TO ANY DOWNSTREAM WATER BODY, WETLAND, OR OFF-SITE PROPERTY. SODDING ON SLOPES 3:1 AND STEEPER SHALL BE STAKED.

11. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO CONTROL TURBIDITY AND SEDIMENT INCLUDING, BUT NOT LIMITED TO, THE INSTALLATION OF TURBIDITY BARRIERS AND SILT FENCES AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY AND SEDIMENT BARRIERS MUST BE MAINTAINED AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REMOVING THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFFSITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTERS 62-302 AND 62-4, FLORIDA ADMINISTRATIVE CODE.

12. SOD SHALL BE OF EXISTING GRASS TYPE, WELL MATTED WITH ROOTS, OF SUFFICIENT THICKNESS TO WITHSTAND ALL NECESSARY HANDLING AND REASONABLY FREE OF WEEDS AND OTHER GRASSES. SOD SHALL BE FRESHLY CUT, HEALTHY AND GREEN IN APPEARANCE AND BE IN COMMERCIAL SIZE RECTANGLES, PREFERABLY TWELVE INCHES (12") BY TWENTY-FOUR (24"), OR LARGER. SOD SHALL BE PLACED WITHIN TWENTY-FOUR (24) HOURS OF ARRIVAL TO THE JOB SITE. WHERE THE SOD IS PLACED ON SLOPES 3:1 OR STEEPER THE SEAMS SHALL BE STAGGERED OR STAKED. TREES SHALL BE REPLACED WITH LIKE TREES OF SIMILAR SIZE.

SEDIMENT CONTROL NOTES: (FROM TOWN OF FORT MYERS STANDARD DETAIL NO. 10.45)

1. BUILT-UP SEDIMENT WILL BE REMOVED FROM SILT FENCING AND ANY OTHER STRUCTURAL CONTROL WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE FENCE.

2. TEMPORARY AND PERMANENT SEEDING, SODDING AND PLANTING WILL BE INSPECTED FOR BORE SPOTS, WASHOUTS, AND HEALTHY GROWTH.

3. STABILIZED CONSTRUCTION ENTRANCES AND ROADWAYS SHALL BE MAINTAINED TO PREVENT CLOGGING OF ROCK BEDDING WHICH MAY IMPEDE THE USEFULNESS OF THE STRUCTURE.

4. ANY HAY BOLES SHALL BE REPLACED EVERY THREE (3) MONTHS OR WHEN THEY HAVE SERVED THEIR USEFULNESS SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

5. FLOATING TURBIDITY BARRIERS WILL BE MAINTAINED WITH RESPECT TO DEPTH OF SEDIMENT AND TO ENSURE THAT THE FABRIC IS ATTACHED SECURELY TO THE FLOATS AND ANCHORED PROPERLY AT THE BOTTOM FOR PROPER SEDIMENT CONTROL.

6. DISTURB ONLY THE AREA THAT IS NEEDED FOR CONSTRUCTION.

7. WHEN POSSIBLE, CLEAR LAND IN STAGES. CLEAR AND FINISH CONSTRUCTION ON ONE PIECE OF LAND THEN MOVE ON TO THE NEXT.

8. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES, AND REMOVAL OF EROSION AND SEDIMENT DEVICES IN ACCORDANCE WITH THE PROJECT SWP3.

9. PERMANENT EROSION CONTROL MEASURES SUCH AS SEEDING, MULCHING, LAYING DOWN OF GEOTEXTILES OR CHEMICAL STABILIZATION SHALL BE IN PLACE WITHIN FOURTEEN (14) DAYS OF ANY COMPLETED CONSTRUCTION ACTIVITY FOR AREAS WHERE CONSTRUCTION HAS ENDED TEMPORARILY FOR TWENTY-ONE (21) DAYS

10. SEED SHOULD ONLY BE USED DURING PERIODS THAT ADEQUATE RAINFALL IS ANTICIPATED. OTHERWISE, SEED SHOULD BE USED WITH ANOTHER STABILIZATION PRACTICE OR ANOTHER PRACTICE SHOULD BE USED.

11. BUFFER ZONES WILL BE PLACED ADJACENT TO CONSTRUCTION SITE (BEHIND STRUCTURAL CONTROL) TO IMPROVE WATER QUALITY, WHERE PRACTICAL.

12. ALL DISTURBED AREAS SHOULD BE PERMANENTLY SEEDED OR SODDED WITHIN FOURTEEN (14) DAYS OF CONSTRUCTION COMPLETION OR IN ACCORDANCE WITH SFWMD REQUIREMENTS.

13. IN ADDITION TO THE PLACING OF FILTER FABRIC IN ACCORDANCE WITH THE INLET EROSION CONTROL DETAIL THE CONTRACTOR WILL BE RESPONSIBLE FOR THE TEMPORARY PLUGGING OF THE J" ORIFICE THAT IS PRECAST INTO THE SIDE OF ALL PROPOSED DRAINAGE INLETS DURING CONSTRUCTION. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR REMOVAL OF SAID PLUG UPON COMPLETION OF THE PROJECT.

14. ALL EROSION CONTROL MEASURES SHOWN ARE RECOMMENDED AND MAY BE MODIFIED AS NEEDED BY THE CONTRACTOR DEPENDING ON SITE CONDITIONS.

15. ALL SILT FENCE AND SAFETY BARRIER TO REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION.

16. SILT FENCE AND/OR SAFETY BARRIER TO BE PLACED AROUND ALL "NATIVE VEGETATION TO REMAIN"

PIPING MATERIAL SCHEDULE

MARK	SERVICE	BURIED PIPE			BURIED FITTINGS	
		MATERIAL	CLASS	LINING	MATERIAL	LINING
PW	POTABLE (> 10")	PVC	DR18	NA	DI	CEMENT
PW	POTABLE (≤ 10")	PVC	DR14	NA	DI	CEMENT
SD	STORMWATER (CROSS DRAIN)	RCP	CLASS III	NA	NA	
SD	STORMWATER (SIDE DRAIN)	PVC/HDPE	DOUBLE WALL	NA	NA	

NOTES:

1. ALL JOINTS SHALL BE MECHANICALLY RESTRAINED.
2. DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, STABILIZED ACCESS ROADS AND A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED.
3. ADDRESS NUMBERS SHALL BE PROVIDED IN ACCORDANCE WITH LAND DEVELOPMENT CODE ARTICLE 14.
4. ALL MATERIALS THAT COME INTO CONTACT WITH POTABLE WATER SHALL BE NSF STANDARD 61 APPROVED.
5. ALL PVC POTABLE WATER PIPING SHALL BE BLUE AND WASTEWATER PIPING SHALL BE GREEN.
6. ALL DIP FITTINGS, BELL RESTRAINTS AND RESTRAINED MECHANICAL JOINTS SHALL BE POLYWRAPPED AND TAPED.
7. PIPE DEFLECTIONS SHALL NOT EXCEED PIPE MANUFACTURERS REQUIREMENTS.

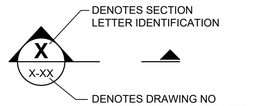
TETRA TECH
www.tetratech.

LIST OF STANDARD ABBREVIATIONS

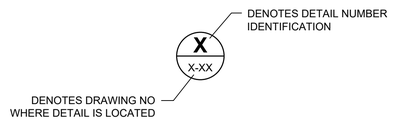
A	
AAP	ALARM ANNUNCIATOR PANEL
AARV	AUTOMATIC AIR RELEASE VALVE
AAV	AUTOMATIC AIR VENT
AB	ANCHOR BOLT
ABAN	ABANDON(ED)
ABV	ABOVE
AC	ALTERNATING CURRENT
ACCMP	ASPHALT-COATED CORRUGATED METAL PIPE
ACP	ASBESTOS CEMENT PIPE
ADDM	ADDENDUM
ADH	ADHESIVE
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AFS	ABOVE FINISHED SLAB
AHD	AHEAD
AL	ALUMINUM
ALT	ALTERNATE
AMP	AMPERE
AMT	AMOUNT
ANT	ANTENNA
APRX	APPROXIMATE(LY)
ARCH	ARCHITECT(URAL)
AS	ALUM SOLUTION
ASPH	ASPHALT
ASSY	ASSEMBLY
AVE	MOTENUE
A/C	AIR CONDITIONING
A/VV	AIR/VACUUM AIR VALVE
B	
BAF	BAFFLE
BCV	BALL CHECK VALVE
BF	BLIND FLANGE
BFV	BUTTERFLY VALVE
BHP	BRAKE HORSEPOWER
BI	BLACK IRON
B/L	BASELINE
BLDG	BUILDING
BLK	BLOCK
BM	BENCH MARK
BOC	BACK OF CURB
BOT	BOTTOM
BP	BASE PLATE
BRG	BEARING
BSP	BLACK STEEL PIPE
BV	BALL VALVE
BW	BOTH WAYS
BWW	BACKWASH WATER
C	
CAP	CAPACITY
CA	COMPRESSED AIR
CAV	COMBINATION AIR VALVE
CB	CATCH BASIN
CCC	CHLORINE CONTACT CHAMBER
CE	CHLORINATED EFFLUENT
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
CV	CHECK VALVE
CI	CAST IRON
CIP	CAST IRON PIPE
CISP	CAST IRON SOIL PIPE
CJ	CONSTRUCTION JOINT
CKT	CIRCUIT
C/L	CENTER LINE
CLF	CHAIN LINK FENCE
CLR	CLEAR OR CLEARANCE
CLVT	CULVERT
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CMPA	CORRUGATED METAL PIPE ARCH
CMU	CONCRETE MASONRY UNIT
CND	CONDUIT
CNR	CORNER
CO	CLEAN OUT
COAG	PROAGULANT
COL	COLUMN
COM	COMMON
CONC	CONCRETE
CONN	CONNECTION
CONSTR	CONSTRUCT(ION)
CONT	CONTINUOUS
CONTR	CONTRACT(OR)
COORD	COORDINATE
CO	COMPANY
CP	CONCRETE PIPE
CPP	CORRUGATED PLASTIC PIPE
CPA	CONCRETE PIPE ARCH
CPLG	COUPLING
CR	CONCENTRIC REDUCER
CSG	CASING
CTV	CABLE TELEVISION
CY	CUBIC YARD
CYL	CYLINDER
C&G	CURB AND GUTTER
C/C	CENTER TO CENTER
D	
DAT	DATUM
DBL	DOUBLE
DC	DIRECT CURRENT
DEMO	DEMOLITION
DEPT	DEPARTMENT
DESC	DESCRIPTION
DET	DETAIL
DF	DIESEL FUEL
DH	DRILL HOLE
DI	DUCTILE IRON
DIA	DIAMETER
DIFF	DIFFUSER
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DISCH	DISCHARGE
DIR	DIRECTION
DMH	DROP MANHOLE
DN	DOWN
DR	DRAIN
DV	DIAPHRAGM VALVE
DW	DRIVEWAY
DWG	DRAWING
DWV	DRAIN, WASTE, AND VENT
E	
E	EAST
EA	EACH
EB	ELECTRIC RISER
ECC	ECCENTRIC
EF	EACH FACE
EFF	EFFLUENT
E/L	EASEMENT LINE
EL	ELEVATION
ELEC	ELECTRICAL
EM	ELECTRIC METER
EMER	EMERGENCY
EMC	ENCASE(MENT)
ENGR	ENGINEER
EP	EDGE OF PAVEMENT
EPRF	EXPLOSION PROOF
EQUIP	EQUIPMENT
ER	ECCENTRIC REDUCER
ESTM	EASEMENT
EST	ESTIMATE(D)
ET	ELECTRIC TRANSFORMER
EW	EACH WAY
EXC	EXCAVATE
EXP	EXPANSION
EXST	EXISTING
EXST GR	EXISTING GRADE
EXT	EXTERIOR
EXTN	EXTENSION
F	
F	FOUND
FCA	FLANGED COUPLING ADAPTER
FB	FLAT BAR
FCV	FLOW-CONTROL VALVE
FD	FLOOR DRAIN
FDN	FOUNDATION
FDC	FIRE DEPT CONNECTION
FE	FILTER(ED) EFFLUENT
FF	FINISH FLOOR
FH	FIRE HYDRANT
FIG	FIGURE
FIN	FINISH(ED)
FIN GR	FINISH GRADE
FL	FLUORIDE
FLG	FLANGE(D)
FLL	FLOW LINE
FLTR	FILTER
FM	FORCE MAIN
FO	FIBER OPTIC
FPM	FEET PER MINUTE
FPS	FEET PER SECOND
FRP	FIBERGLASS REINFORCED PLASTIC
FT	FOOT OR FEET
FUT	FUTURE
FV	FOOT VALVE
FW	FINISHED WATER
FWP	FACTORY WIRED PANEL
F/F	FACE TO FACE
G	
G	GAS
GA	GAUGE
GAL	GALLON(S)
GALV	GALVANIZED
GIP	GALVANIZED IRON PIPE
GJ	GROOVE JOINT
GM	GAS METER
GND	GROUND
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GPS	GALLONS PER SECOND
GR	GRADE
GRTG	GRATING
GS	GALVANIZED STEEL
GSP	GALVANIZED STEEL PIPE
GSR	GROUND STORAGE RESERVOIR
GST	GROUND STORAGE TANK
GT	GROUT
GV	GAS VALVE
H	
HB	HOSE BIBB
HD	HEAVY-DUTY
HDPE	HIGH-DENSITY POLYETHYLENE
HDR	HYDRAULIC
HFA	HYDROFLUOSILICIC ACID
HGR	HANGER
HGT	HEIGHT
HNDRL	HAND RAIL
HOA	HAND-OFF-AUTO
HORIZ	HORIZONTAL
HP	HORSEPOWER
HPA	HIGH PRESSURE AIR
HR	HOUR
HVAC	HEATING, VENTILATION, AND AIR CONDITIONING
HWL	HIGH WATER LEVEL
HWY	HIGHWAY
HZ	HERTZ
I	
ID	INSIDE DIAMETER
IN	INCH(ES)
INF	INFLUENT
INT	INTERSECTION
INTR	INTERIOR
INV	INVERT
IP	IRON PIPE
IPS	INTERNATIONAL PIPE STANDARD
IR	IRON ROD
IRRV	IRRIGATION VALVE
IW	IRRIGATION WATER
J	
JB	JUNCTION BOX
JBL	JURISDICTIONAL BOUNDARY LINE
JT	JOINT
K	
KPL	KICK PLATE
KV	KILOVOLT
KVA	KILOVOLT-AMPERE
KW	KILOWATT
KWH	KILOWATT-HOUR
L	
L	LEFT
LAB	LABORATORY
LATL	LATERAL
LAV	LAVATORY
LEN	LENGTH
LB	POUND(S)
LF	LINEAR FEET
LP	LIGHT POLE
LS	LIME SLURRY
LSS	LIME STABILIZED SLUDGE
LVR	LOUVER
LWL	LOW WATER LEVEL
M	
M	METER
MAINT	MAINTAIN OR MAINTENANCE
MAN	MANUAL(LY)
MAS	MASONRY
MATL	MATERIAL
MAX	MAXIMUM
MB	MAILBOX
MCC	MOTOR CONTROL CENTER
ME	MITERED END
MECH	MECHANICAL
MEG	MATCH EXISTING GRADE
MFR	MANUFACTURE(R)
MG	MILLION GALLONS
MGD	MILLION GALLONS PER DAY
MH	MANHOLE
MI	MILE(S)
MIN	MINIMUM, MINUTE(S)
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
ML	MIXED LIQUOR
MO	MASONRY OPENING
MON	MONUMENT
MPH	MILES PER HOUR
MPT	MALE PIPE THREAD
MS	MOTOR STARTER
MSP	MOTOR STARTER PANEL
MTD	MOUNTED
MV	MOTORIZED VALVE
MW	MONITORING WELL
MWL	MEAN WATER LEVEL
MWP	MAXIMUM WORKING PRESSURE
N	
N	NORTH
ND	NAIL & DISK
NE	NORTHEAST
NIC	NOT IN CONTRACT
NL	NAIL
NO	NUMBER
NOM	NOMINAL
NPF	NATIONAL PIPE THREAD
NPT	NATIONAL PIPE TAPER (THREAD)
NPW	NON-POTABLE WATER
NRS	NON-RISING SYSTEM
NTS	NOT TO SCALE
NW	NORTHWEST
N/A	NOT APPLICABLE
O	
OC	ON CENTER
OD	OUTSIDE DIAMETER
ODP	OPEN DRIP PROOF
OE	OVERHEAD UTILITY LINES
OF	OUTSIDE FACE
OH	OVER HEAD
OHW	OVER HEAD WIRE
OPP	OPPOSITE
OPT	OPTIONAL
OR	OFFICIAL RECORDS
OSY	OUTSIDE SCREW AND YOKE
O&M	OPERATION AND MAINTENANCE
P	
P	POST
PA	PROCESS AIR
PB	PLAT BOOK
PC	POINT OF CURVE
PCM	PERMANENT CONTROL MONUMENT
PE	PLAIN END
PG	PAGE
PI	POINT OF INTERSECTION
PK	PK NAIL
PL	PLATE
P/L	PROPERTY LINE
PNV	PINCH VALVE
POB	POINT OF BEGINNING
POJ	PUSH-ON JOINT
POL	POLYMER
PP	POWER POLE
PPD	POUNDS PER DAY
PPM	PARTS PER MILLION
PREFAB	PREFABRICATED
PRESS	PRESSURE
PRV	PRESSURE REDUCING VALVE
PRW	PROCESS WATER
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
PSIG	POUNDS PER SQUARE INCH GAGE
PT	POINT OF TANGENCY
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PW	POTABLE WATER
PWR	POWER
Q	
Q	FLOW
QTY	QUANTITY
R	
RAD	RADIUS
RAS	RETURN ACTIVATED SLUDGE
RC	REINFORCED CONCRETE
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
RCPA	REINFORCED CONCRETE PIPE ARCH
RD	ROAD
RDCR	REDUCER
REBAR	REINFORCING STEEL
REF	REFERENCE
REINF	REINFORCE(D)(ING)(MENT)
REM	REMOVE(ABLE)
REQ'D	REQUIRED
RF	RAISED FACE
RJ	RESTRAINED JOINT
RM	ROOM
RPBP	REDUCED PRESSURE BACKFLOW PREVENTER
RPM	REVOLUTIONS PER MINUTE
RR	RAILROAD
RT	RIGHT
RVT	RIVETED
RW	RAW WATER
RWM	RECLAIMED WATER MAIN
RWW	RAW WASTEWATER
R/W	RIGHT-OF-WAY
S	
S	SOUTH
SA	SAMPLE LINE
SAN	SANITARY
SEC	SECTION CORNER
SCHED	SCHEDULE
SD	STORM DRAIN
SE	SOUTHEAST
SECT	SECTION
SEFF	SECONDARY EFFLUENT
SF	SQUARE FOOT OR FEET
SH	SPRINKLER HEAD
SHT	SHEET(ED)(ING)
SIG	SIGNAL
SIM	SIMILAR
SL	SLUDGE
SLV	SLEEVE
SM	SHEET METAL
SOLN	SOLUTION
SP	SOIL PIPE. SPACE(ING)
SPEC	SPECIFICATION
SPIG	WATER SPIGOT
SPRT	SUPPORT
SQ	SQUARE
SS	SANITARY SEWER
SSE	SUBSTANDARD EFFLUENT
SST	STAINLESS STEEL
ST	STREET
STA	STATION
STD	STANDARD
STK	STAKE
STL	STEEL
STR	STRAIGHT
STRUCT	STRUCTURAL
SURF	SURFACE
SV	SEWER VALVE
SVCE	SERVICE
SVW	SERVICE WATER
SW	SOUTHWEST
SWD	SIDEWATER DEPTH
SWSH	SURFACE WASH
SYM	SYMBOL
SYMM	SYMMETRICAL
S/W	SIDEWALK
T	
TAN	TANGENT
TB	TELEPHONE RISER
TBM	TEMPORARY BENCH MARK
TB-xx	TEST BORING-xx (e.g. TB-1)
TD	TRENCH DRAIN
TDH	TOTAL DYNAMIC HEAD
TE	TOTALLY ENCLOSED
TEFC	TOTALLY ENCLOSED FAN COOLED
TEL	TELEPHONE
TENV	TOTALLY ENCLOSED NON-VENTILATED
THD	THREAD(ED)
THK	THICK(NESS)
TLM	TELEMETRY
TOB	TOP OF BANK
TOC	TOP OF CURB
TOS	TOE OF SLOPE
TOT	TOTAL
TP	TRAVERSE POINT
TS	THICKENED SLUDGE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POST
TV	CABLE TELEVISION
TYP	TYPICAL
T&B	TOP AND BOTTOM
U	
UD	UNDERDRAIN
UE	UNDERGROUND ELECTRIC
UG	UNDERGROUND
ULT	ULTIMATE
UN	UNION
UON	UNLESS OTHERWISE NOTED
UTIL	UTILITY
UTV	UNDERGROUND TELEPHONE CABLE
V	
V	VOLT(S)
VAC	VACUUM
VAR	VARIES
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VEL	VELOCITY
VERT	VERTICAL
VFD	VARIABLE FREQUENCY DRIVE
VOL	VOLUME
W	
W	WATER MAIN
WAS	WASTE ACTIVATED SLUDGE
WCO	WALL CLEAN OUT
WF	WIDE FLANGE
WH	WALL HYDRANT
WL	WATER LINE
WM	WATER METER
WP	WATER PROOF(ING), WORKING POINT
WPR	WORKING PRESSURE
WS	WATER SURFACE
WSP	WELDED STEEL PIPE
WT	WEIGHT
WTP	WATER TREATMENT PLANT
WV	WATER VALVE
WW	WASTEWATER
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH
WWTP	WASTEWATER TREATMENT PLANT
W/	WITH
W/O	WITHOUT
X	
XC	X CUT
XFER	TRANSFER
Y	
YD	YARD(S)
YH	YARD HYDRANT
YR	YEAR(S) YR

INDEX OF SHEETS	
SHEET NO.	SHEET TITLE
G-000	COVER
G-001	GENERAL NOTES
G-002	INDEX LEGEND AND ABBREVIATIONS
C-101	SEAVIEW STREET DEMOLITION PLAN
C-201	SEAVIEW STREET PLAN AND PROFILE
C-202	SEAVIEW STREET PLAN AND PROFILE
C-203	SEAVIEW STREET PLAN AND PROFILE
C-501	CIVIL DETAILS
C-502	CIVIL DETAILS
C-503	CIVIL DETAILS
C-504	CIVIL DETAILS
C-505	CIVIL DETAILS
C-506	CIVIL DETAILS
C-507	CIVIL DETAILS
C-508	CIVIL DETAILS

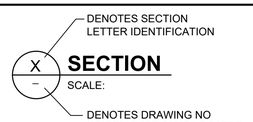
REFERENCE SYMBOLS



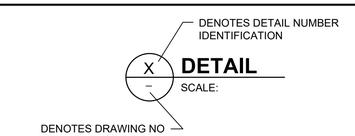
SECTION REFERENCE



DETAIL REFERENCE



SECTION TITLE



DETAIL TITLE

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH

STA 14 - UTILITIES ENG-SEAVIEW STREET
WATER AND STORMWATER DESIGN

INDEX LEGEND AND ABBREVIATIONS

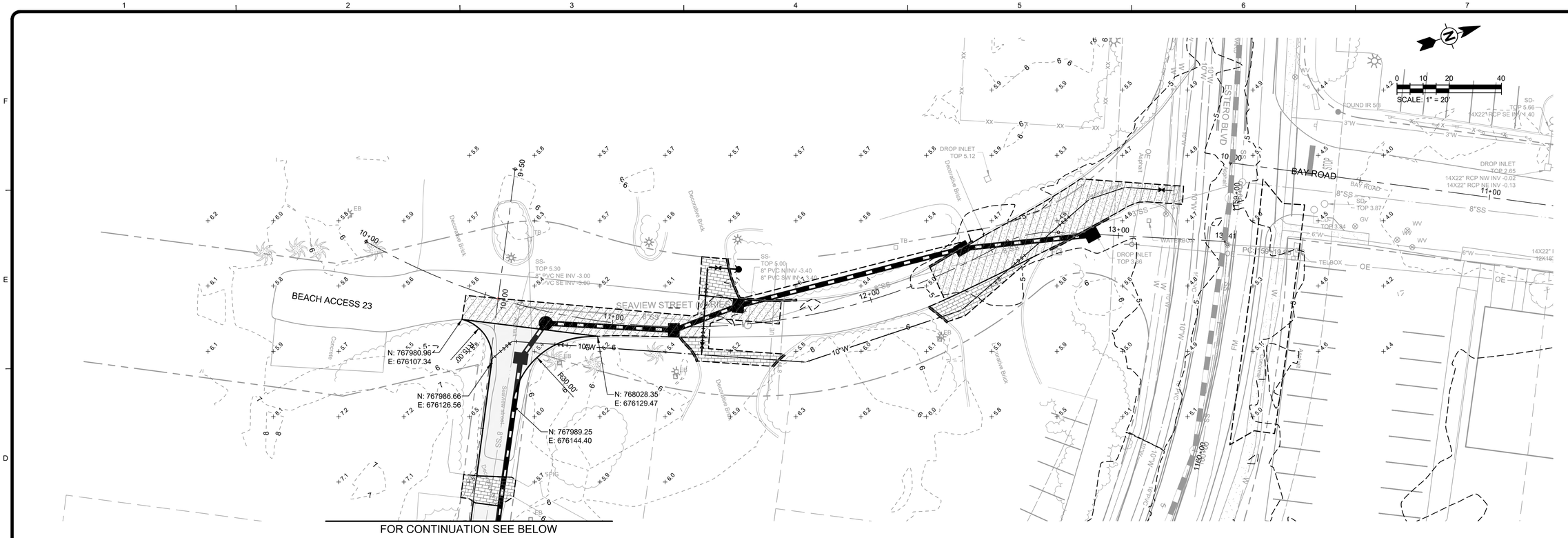
Project No.: 200-74765-22004
Designed By:
Drawn By:
Checked By:

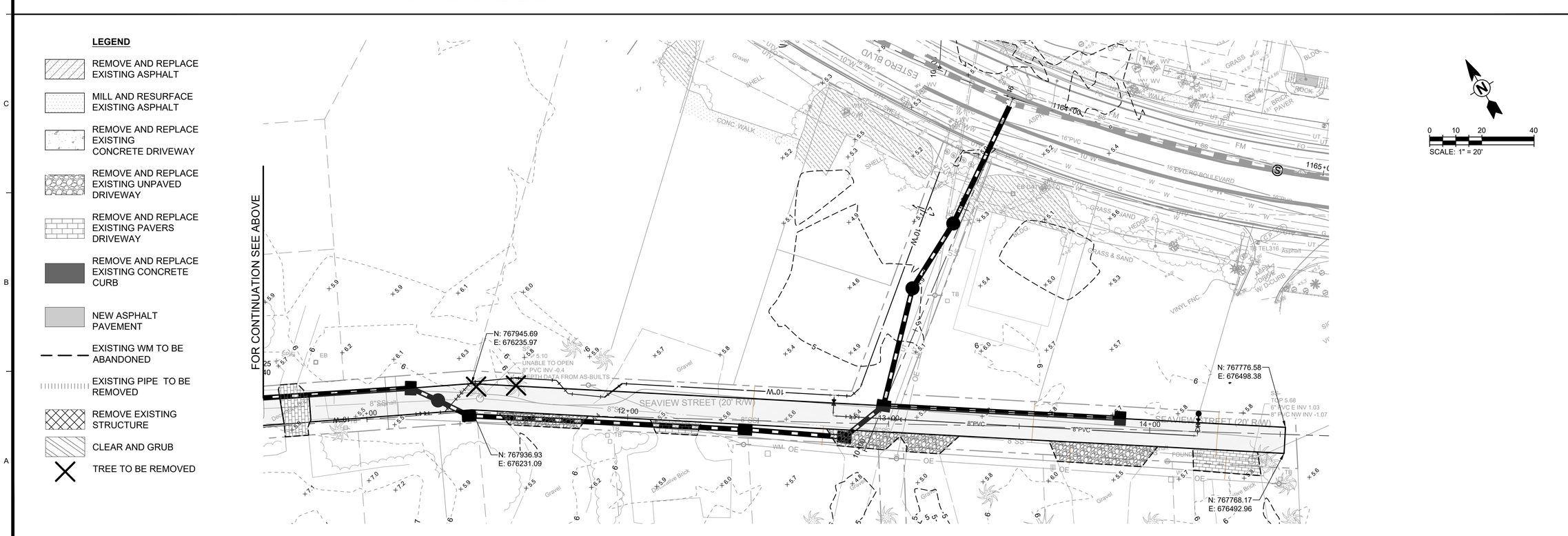
G-002

Copyright: Tetra Tech

Bar Measures 1 inch

3/27/2026 10:29:55 AM - \\TT.LOCAL\IER\PROJECTS\ORLANDO\IER\74765200-74765-22004\CAD\SHEETFILES\SEAVIEWG-001 GENERAL NOTES.DWG - CYR, STEVE





LEGEND

- REMOVE AND REPLACE EXISTING ASPHALT
- MILL AND RESURFACE EXISTING ASPHALT
- REMOVE AND REPLACE EXISTING CONCRETE DRIVEWAY
- REMOVE AND REPLACE EXISTING UNPAVED DRIVEWAY
- REMOVE AND REPLACE EXISTING PAVERS DRIVEWAY
- REMOVE AND REPLACE EXISTING CONCRETE CURB
- NEW ASPHALT PAVEMENT
- EXISTING WM TO BE ABANDONED
- EXISTING PIPE TO BE REMOVED
- REMOVE EXISTING STRUCTURE
- CLEAR AND GRUB
- TREE TO BE REMOVED

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
STA 14 - UTILITIES ENG-SEAVIEW STREET
WATER AND STORMWATER DESIGN

SEAVIEW STREET DEMOLITION PLAN

Project No.:	200-74765-22004
Designed By:	MLM
Drawn By:	ARM
Checked By:	TV

C-101

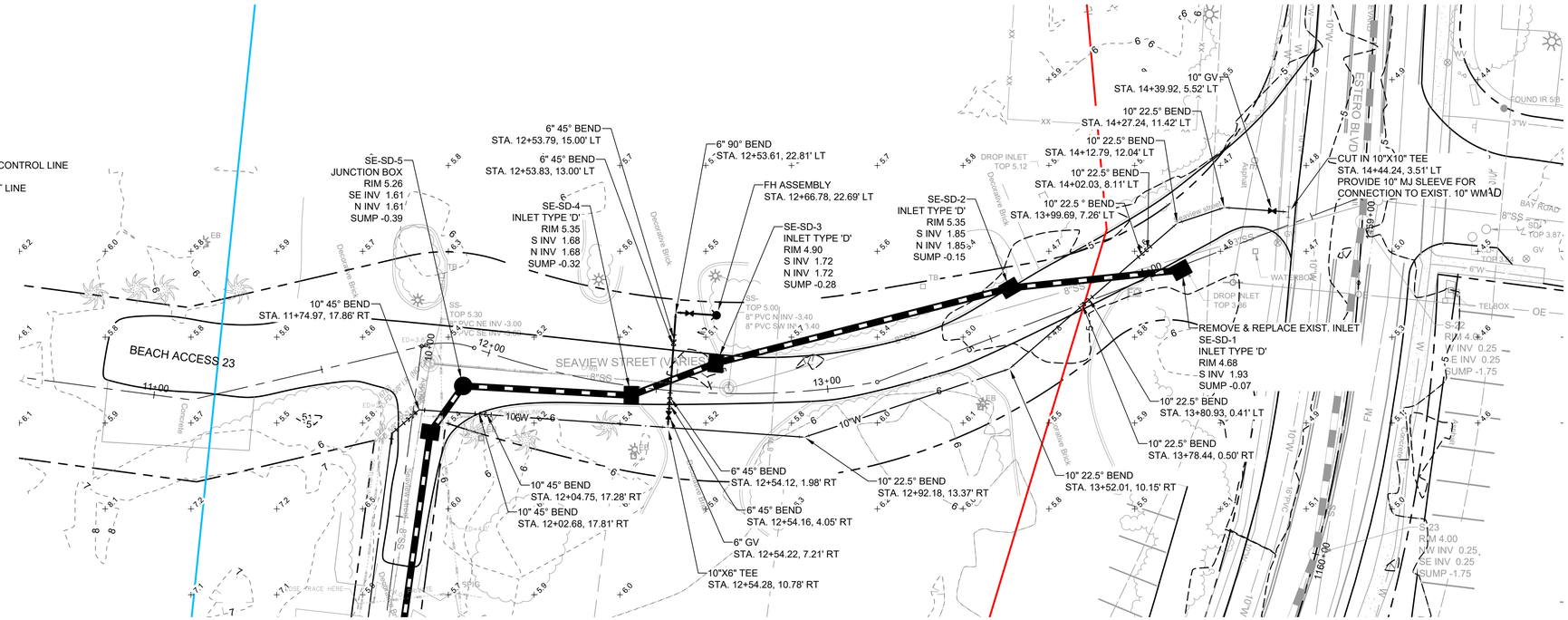
Copyright: Tetra Tech

Bar Measures 1 inch

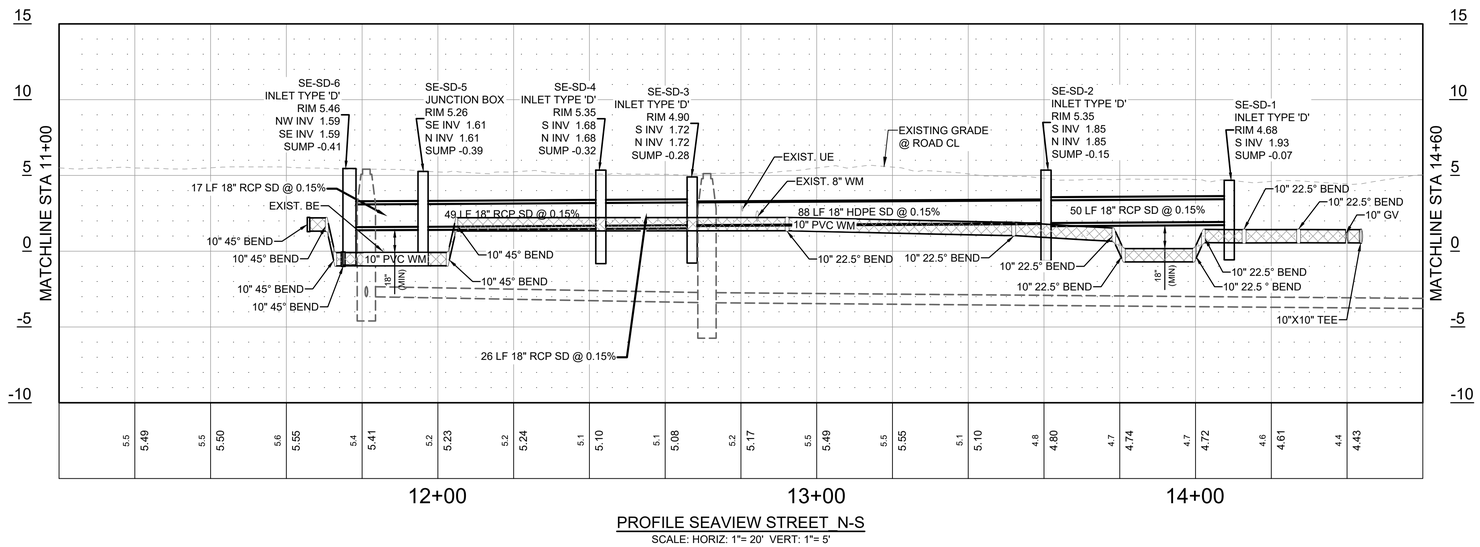
3/27/2026 10:35:17 AM - \\TT.LOCAL\IER\PROJECTS\ORLANDO\IER\74765\200-74765-22004\CAD\SHEETFILES\SEAVIEW\C-101 SEAVIEW STREET - DEMO.DWG - CYR, STEVE

LEGEND

- PROPOSED STORM STRUCTURE
- EXISTING STORM INLET TO BE CLEANED
- EXISTING DRAINAGE SYSTEM
- PROPOSED STORM PIPE
- EXISTING STORM PIPE TO BE CLEANED
- 8" PVC — PROPOSED WATER MAIN
- COASTAL CONSTRUCTION CONTROL LINE
- COASTAL GENERAL PERMIT LINE



SCALE:
HORIZ. 1"= 20'
VERT. 1" = 2'



PROFILE SEAVIEW STREET N-S
SCALE: HORIZ: 1"= 20' VERT: 1"= 5'

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH

STA 14 - UTILITIES ENG-SEAVIEW STREET
WATER AND STORMWATER DESIGN

SEAVIEW STREET
PLAN AND PROFILE

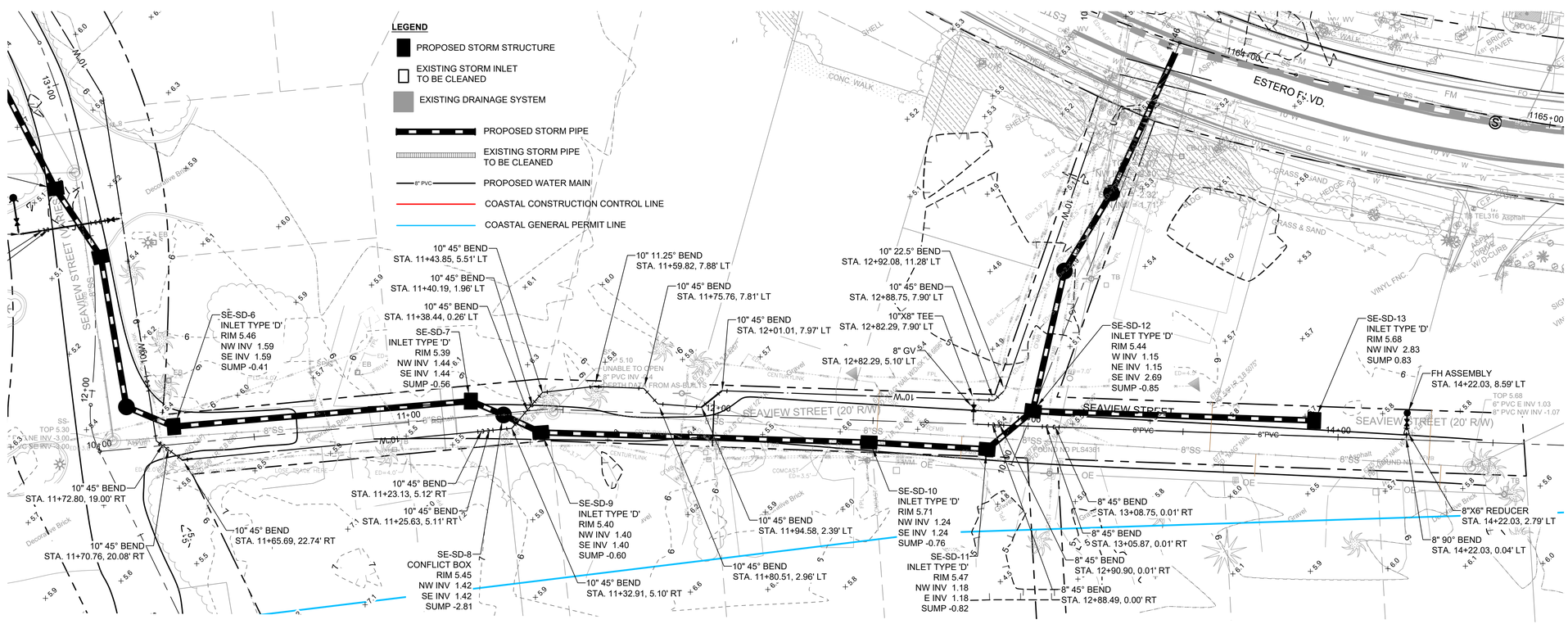
Project No.:	200-74765-22004
Designed By:	MLM
Drawn By:	ARM
Checked By:	TV

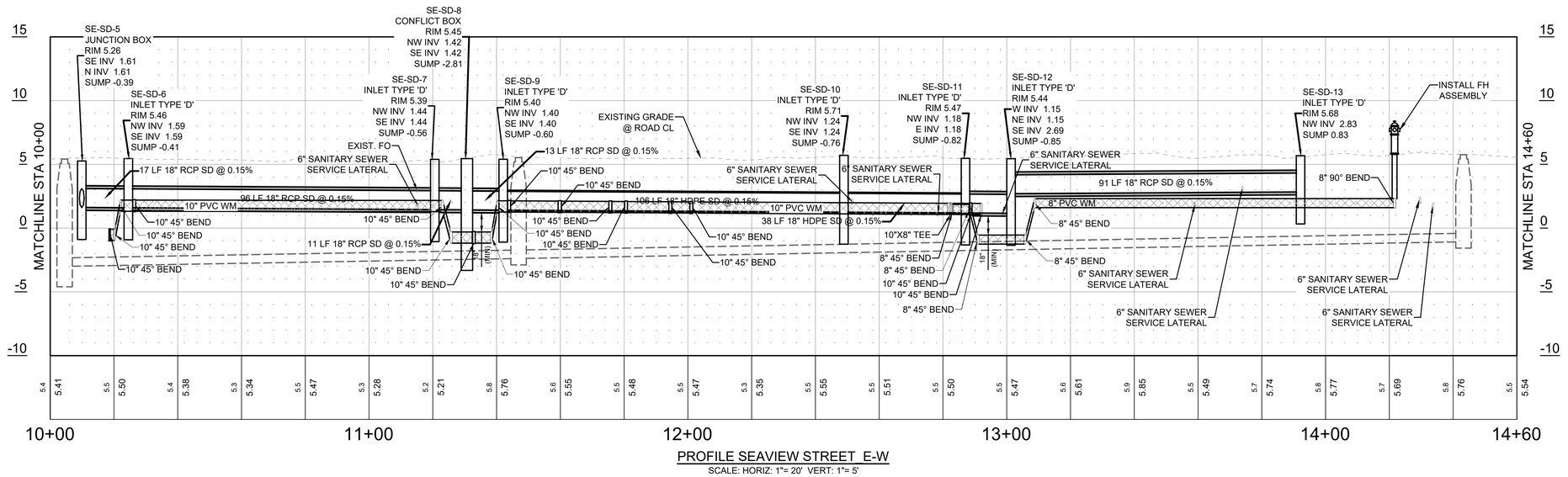
C-201
Sheet

Copyright: Tetra Tech

Bar Measures 1 inch

3/27/2026 10:44:29 AM - \\TT.LOCAL\ER\PROJECTS\ORLANDO\ER\747652\200-74765-22004\CAD\SHEETFILES\SEAVIEWC-200 PLAN AND PROFILE.DWG - CYR, STEVE





PROFILE SEAVIEW STREET E-W

SCALE: HORIZ: 1"= 20' VERT: 1"= 5'

SCALE:
HORIZ. 1"= 20'
VERT. 1" = 2'

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH

STA 14 - UTILITIES ENG-SEAVIEW STREET WATER AND STORMWATER DESIGN

SEAVIEW STREET PLAN AND PROFILE

Project No.:	200-74765-22004
Designed By:	MLM
Drawn By:	ARM
Checked By:	TV

C-202
Sheet

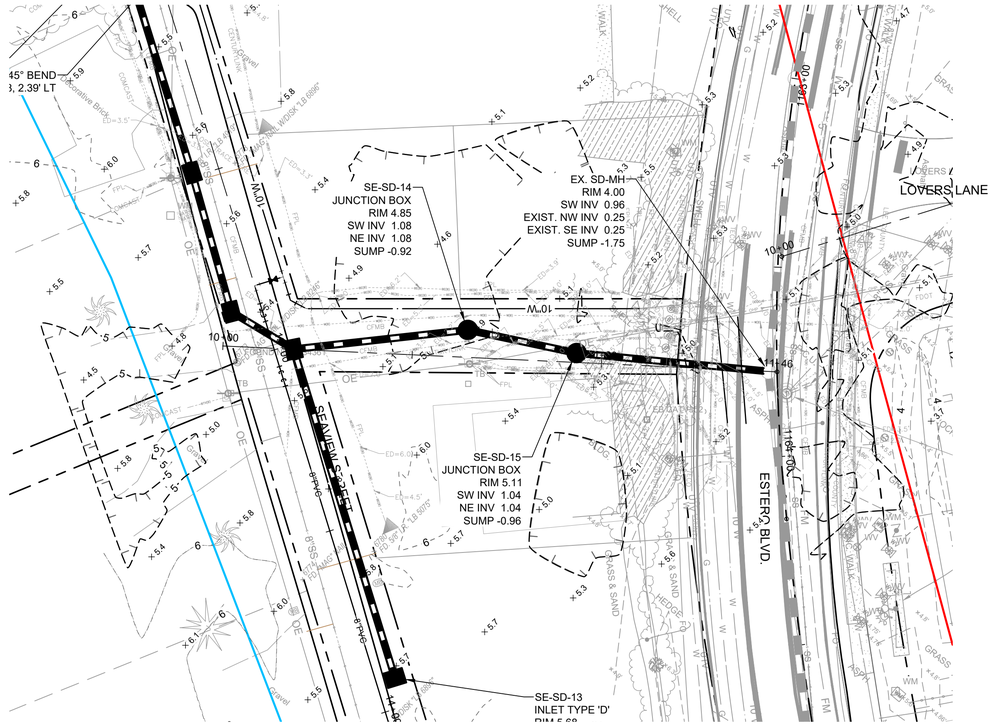
Copyright: Tetra Tech

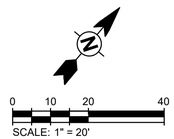
Bar Measures 1 inch

3/27/2026 10:45:44 AM - \\TT.LOCAL\IER\PROJECTS\ORLANDO\IER\74765\200-74765-22004\CAD\SHEETFILES\SEAVIEWC-200 PLAN AND PROFILE.DWG - CYR, STEVE

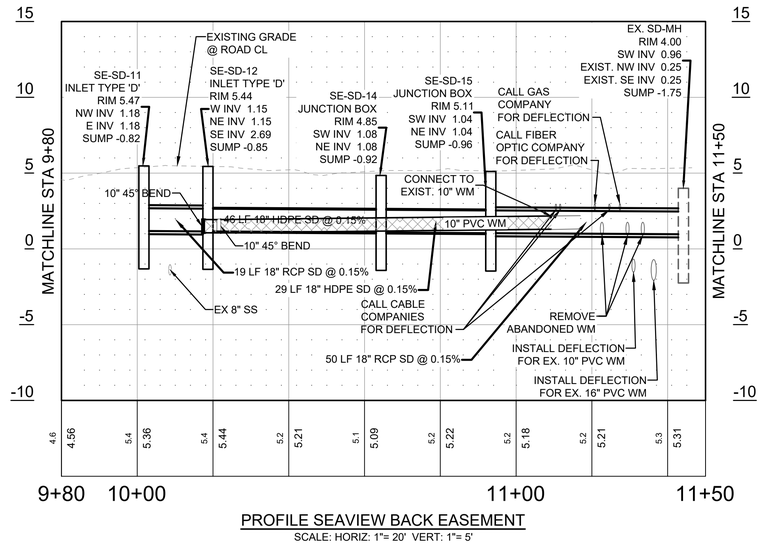
LEGEND

- PROPOSED STORM STRUCTURE
- EXISTING STORM INLET TO BE CLEANED
- EXISTING DRAINAGE SYSTEM
- PROPOSED STORM PIPE
- EXISTING STORM PIPE TO BE CLEANED
- 8" PVC — PROPOSED WATER MAIN
- COASTAL CONSTRUCTION CONTROL LINE
- COASTAL GENERAL PERMIT LINE





SCALE:
HORIZ. 1"= 20'
VERT. 1" = 2'



PROFILE SEAVIEW BACK EASEMENT
SCALE: HORIZ: 1"= 20' VERT: 1"= 5'

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH

STA 14 - UTILITIES ENG-SEAVIEW STREET
WATER AND STORMWATER DESIGN

SEAVIEW STREET
PLAN AND PROFILE

Project No.:	200-74765-22004
Designed By:	MLM
Drawn By:	ARM
Checked By:	TV

C-203
Sheet

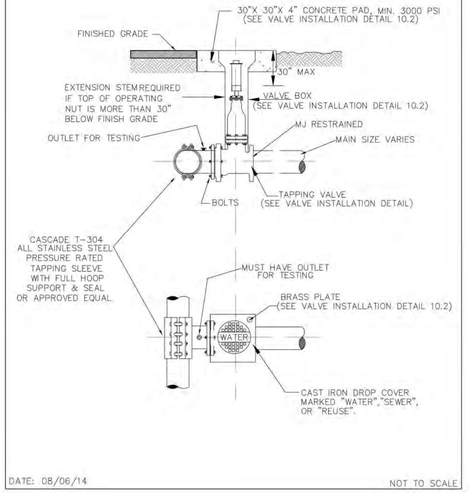
Copyright: Tetra Tech

Bar Measures 1 inch

3/27/2026 10:46:56 AM - \\TT.LOCAL\IER\PROJECTS\ORLANDO\IER\747765\200-74765-22004\CAD\SHEETFILES\SEAVIEW\C-200 PLAN AND PROFILE.DWG - CYR, STEVE

TOWN OF FORT MYERS BEACH STANDARD DETAIL

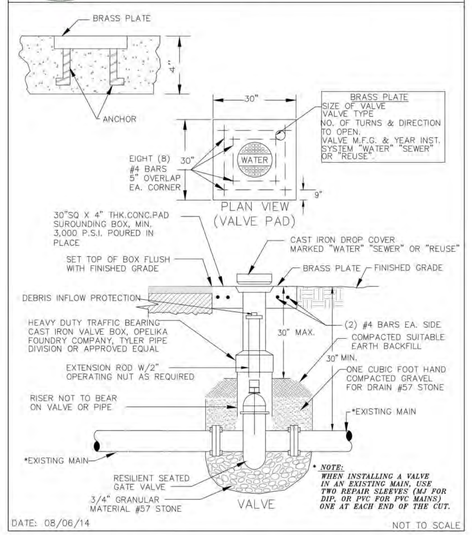
TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.1
TAPPING SLEEVE AND VALVE



1 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.2
GATE VALVE INSTALLATION



2 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.3
TEMPORARY CONSTRUCTION WATER SERVICE

CONTRACTOR/CUSTOMER SHALL APPLY AT TOWN OF FORT MYERS BEACH FOR TEMPORARY WATER SERVICE, THREE DAYS PRIOR TO REQUIRED SERVICE DATE.

THE METER ONLY WILL BE FURNISHED AND INSTALLED BY TOWN OF FORT MYERS BEACH, OR THE UTILITIES CONTRACT OPERATOR.
ALL FITTINGS, PIPING, VALVES AND MATERIALS INCLUDING THE FMB APPROVED REDUCED PRESSURE BACKFLOW PREVENTION DEVICE, SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR/CUSTOMER.

CONTRACTOR/CUSTOMER FURNISHED REDUCED PRESSURE BACKFLOW PREVENTION DEVICE MUST BE INSTALLED WHEN METER IS INSTALLED BY TOWN OF FORT MYERS BEACH. THE APPROVED BACKFLOW PREVENTION DEVICE SHALL BE TESTED AND CERTIFIED BY TOWN OF FORT MYERS BEACH UTILITIES APPROVED CERTIFIED BACKFLOW PREVENTION TECHNICIAN (FURNISHED BY CONTRACTOR/CUSTOMER) AT TIME OF METER INSTALLATION.

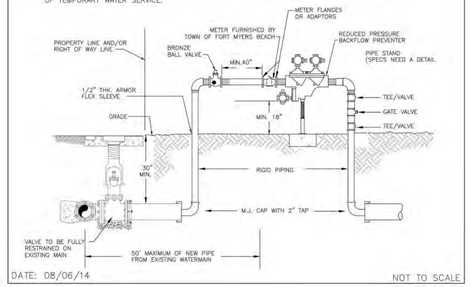
CONTRACTOR/CUSTOMER SHALL PROTECT THE ASSEMBLY FROM DAMAGE.

TEMPORARY CONSTRUCTION JUMPER/METER ASSEMBLY SHALL NOT BE REMOVED UNTIL SYSTEM IS ACCEPTED AND DEPARTMENT OF HEALTH CERTIFICATION AND CLEARANCE FOR SERVICE FORM HAS BEEN RECEIVED BY TOWN OF FORT MYERS BEACH.

WHEN THE NEW SYSTEM IS ACCEPTED, THE TEMPORARY CONSTRUCTION JUMPER METER ASSEMBLY MUST BE COMPLETELY REMOVED FROM M.J. CAP TO M.J. CAP AND A NEW WATER MAIN PIPE IS TO BE CHLORINATED AND INSTALLED.

BY APPLYING FOR SERVICE, CONTRACTOR/CUSTOMER AGREES TO TAKE WATER SERVICE FROM TOWN OF FORT MYERS BEACH IN ACCORDANCE WITH THE APPROPRIATE RATE SCHEDULE AND IN ACCORDANCE WITH TOWN OF FORT MYERS BEACH RULES AND REGULATION.

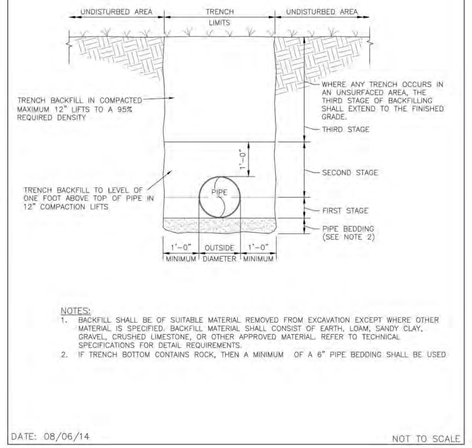
CONTRACTOR/CUSTOMER IS RESPONSIBLE FOR BACTERIALOGICAL TESTING AFTER CONNECTION OF TEMPORARY WATER SERVICE.



3 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

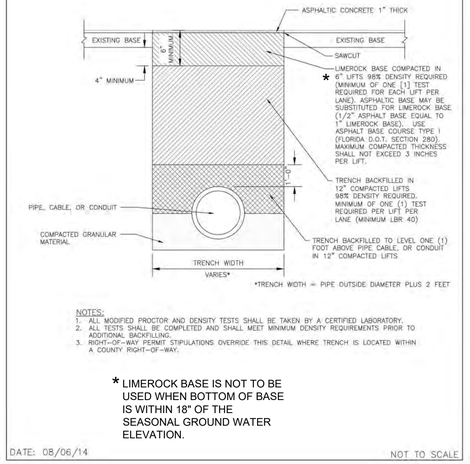
TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.4
UNPAVED AREA TRENCH BACKFILL DETAIL



4 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL (MODIFIED)

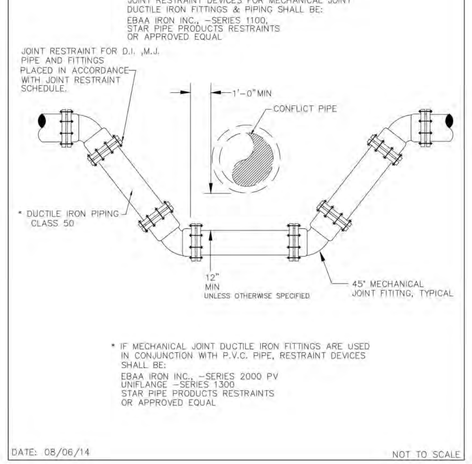
TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.4a
ROAD AND TRENCH RESTORATION
FOR LOCAL ROADS



5 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

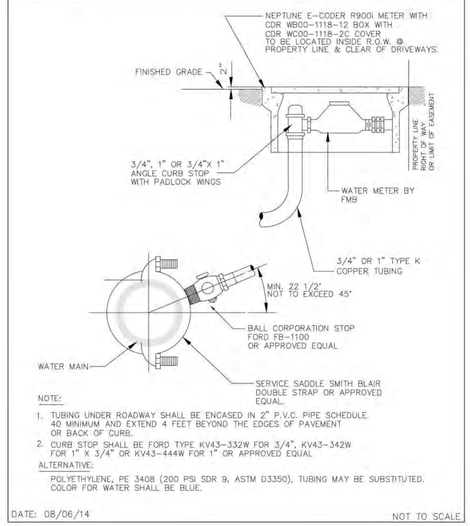
TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.6
WATER PRESSURE LINE VERTICAL OFFSET
WITH DUCTILE IRON MJ FITTINGS & PIPE



6 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

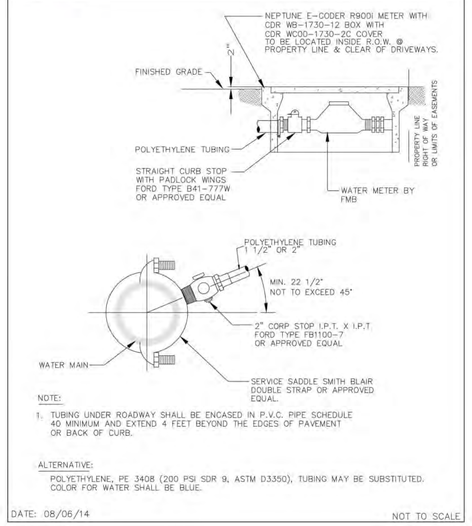
TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.9
WATER SERVICE INSTALLATION
5/8" THROUGH 1"



7 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.10
WATER SERVICE INSTALLATION
1-1/2" THROUGH 2"



8 **DETAIL**
SCALE: NTS

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
STA 14 - UTILITIES ENG-SEAVIEW STREET
WATER AND STORMWATER DESIGN

CIVIL DETAILS

Project No.:	200-74765-22004
Designed By:	MLM
Drawn By:	ARM
Checked By:	TV

C-501

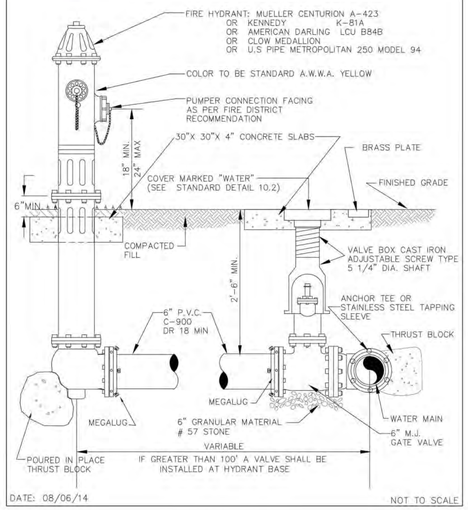
Copyright: Tetra Tech

Bar Measures 1 inch

3/27/2026 10:54:23 AM - \\TT.LOCAL\IER\PROJECTS\ORLANDO\IER\74765\200-74765-22004\CAD\SHEETFILES\SEAVIEWC-501 CIVIL DETAILS.DWG - CYR, STEVE

TOWN OF FORT MYERS BEACH STANDARD DETAIL

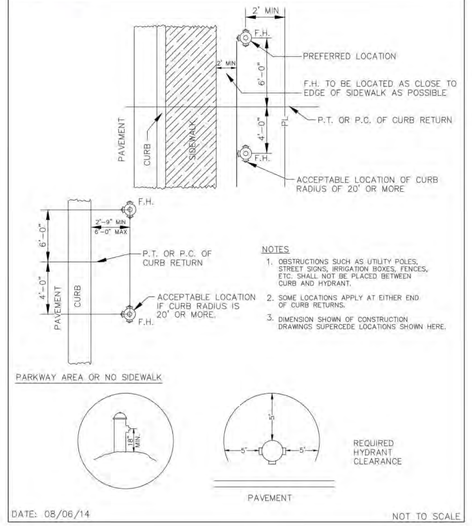
TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.16
FIRE HYDRANT ASSEMBLY



1 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

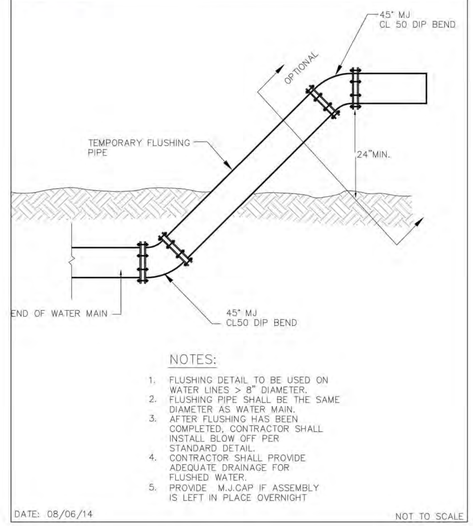
TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.17
FIRE HYDRANT LOCATIONS/CLEARANCE



2 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

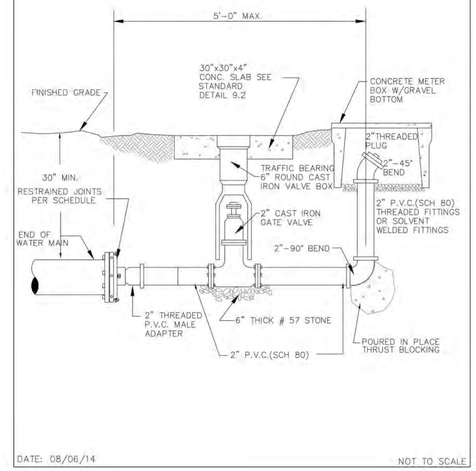
TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.19
WATER MAIN FLUSHING DETAIL



3 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

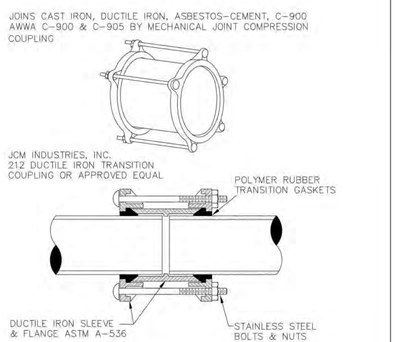
TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.20
BLOW OFF DETAIL



4 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

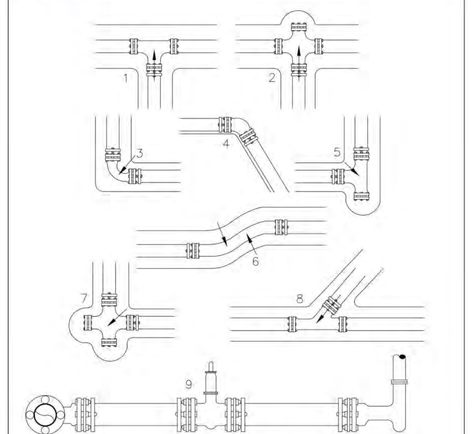
TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.21
DUCTILE IRON
TRANSITION COUPLING



5 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.22
THRUST RESTRAINING



6 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.24
MAIN SEPARATION TABLE

OTHER PIPE	HORIZONTAL SEPERATION	CROSSING	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
• STORM SEWER • STORMWATER FORCE MAIN • RECLAMED WATER	WATER MAIN 3 FT. MINIMUM	WATER MAIN 12 INCHES PREFERED 6 INCH MINIMUM--STORM SEWER ONLY	ALTERNATE 3 FT. MINIMUM WATER MAIN
• GRAVITY OR LOW PRESSURE SANITARY SEWER (1) • SANITARY SEWER FORCE MAIN • SEPTIC TANKS (2)	WATER MAIN 10 FEET PREFERED 6 FEET MINIMUM	WATER MAIN 12 INCHES IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES PREFERED	ALTERNATE 6 FT. MINIMUM WATER MAIN

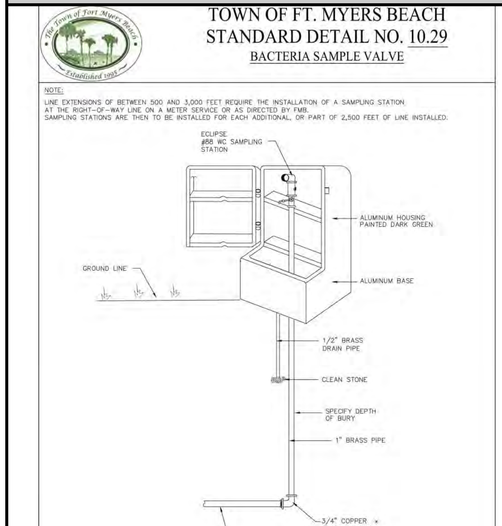
NOTE:
1. 3 FEET FOR GRAVITY TYPE SANITARY SEWERS WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY TYPE SANITARY SEWER.
2. THE SEPARATION BETWEEN POTABLE WATER, RECLAIMED WATER AND OSTDS (SEPTIC TANKS) SHALL BE 10 FEET.
3. WATER MAIN SHALL CROSS ABOVE OTHER PIPE. WHEN WATER MAIN SHALL BE BELOW OTHER PIPE THE MINIMUM SEPARATION SHALL BE 18 INCHES.

DATE: 08/06/14
NOT TO SCALE

7 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.29
BACTERIA SAMPLE VALVE



8 **DETAIL**
SCALE: NTS

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
STA 14 - UTILITIES ENG-SEAVIEW STREET
WATER AND STORMWATER DESIGN

CIVIL DETAILS

Project No.:	200-74765-22004
Designed By:	MLM
Drawn By:	ARM
Checked By:	TV

C-502

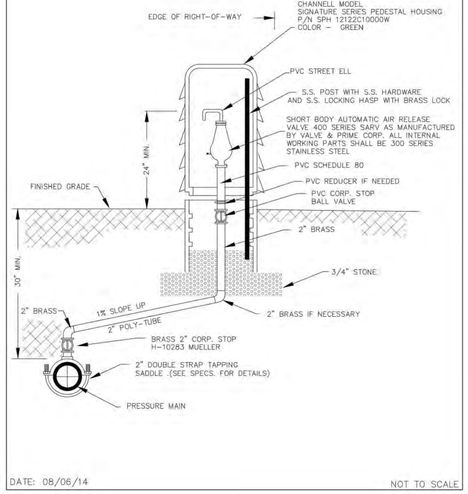
Copyright: Tetra Tech

Bar Measures 1 inch

3/27/2026 10:54:50 AM - \\TT.LOCAL\ER\PROJECTS\ORLANDO\ER\74765200-74765-22004\CAD\SHEETFILES\SEAVIEWC-501 CIVIL DETAILS.DWG - CYR, STEVE

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.30
AUTOMATIC AIR RELEASE VALVE (WATER)

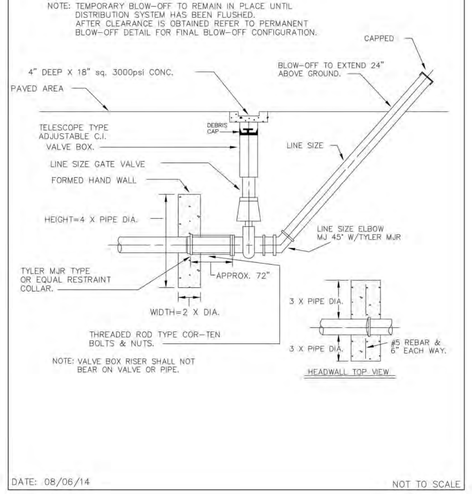


DATE: 08/06/14 NOT TO SCALE

1 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.32
TEMPORARY BLOW OFF

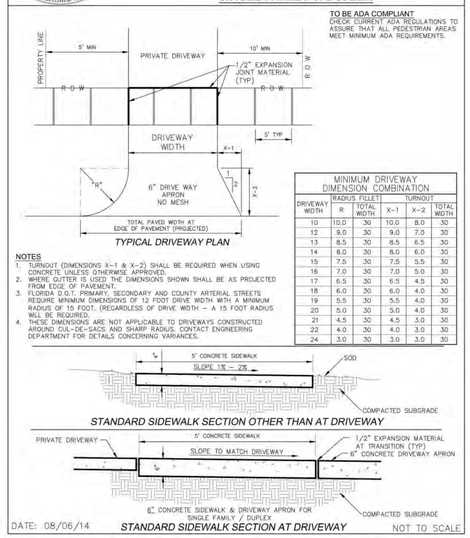


DATE: 08/06/14 NOT TO SCALE

2 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.41
DRIVEWAY & SIDEWALK
SINGLE FAMILY & DUPLEX

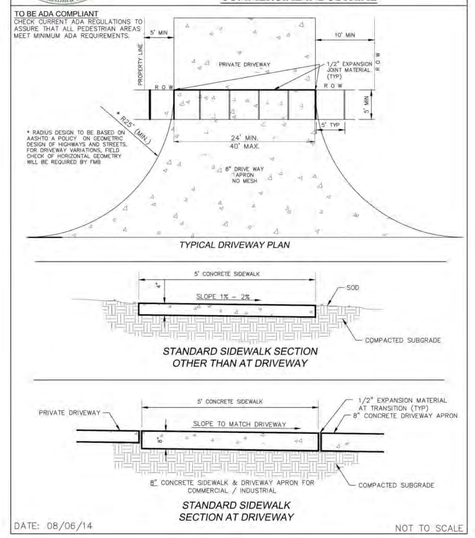


DATE: 08/06/14 NOT TO SCALE

3 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.42
DRIVEWAY & SIDEWALK
COMMERCIAL/INDUSTRIAL

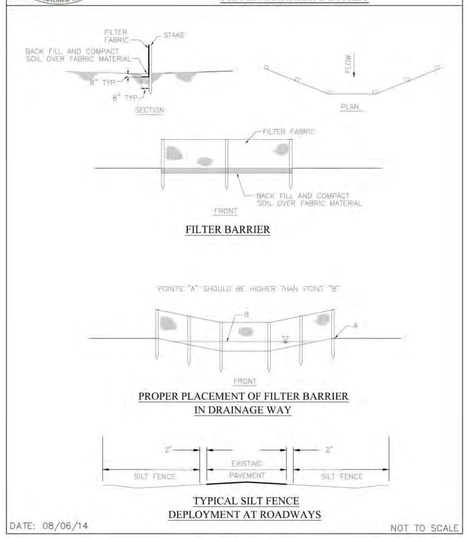


DATE: 08/06/14 NOT TO SCALE

4 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.43
SEDIMENT CONTROL
FILTER BARRIER DETAILS

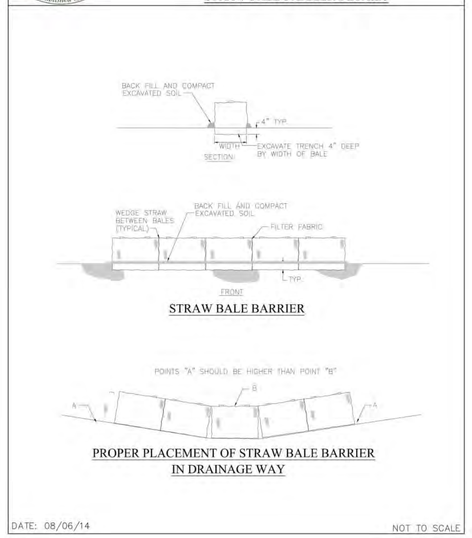


DATE: 08/06/14 NOT TO SCALE

5 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.44
SEDIMENT CONTROL
STRAW BALE BARRIER DETAILS

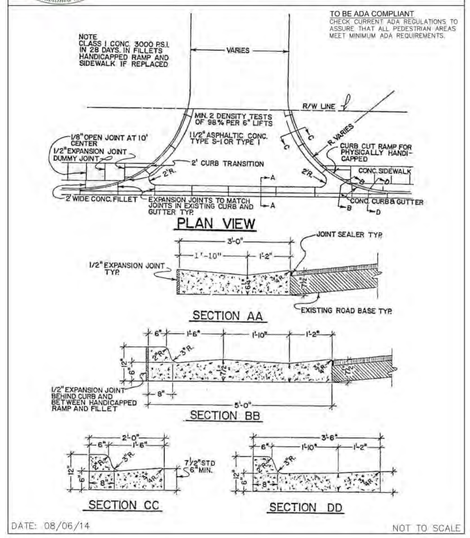


DATE: 08/06/14 NOT TO SCALE

6 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.48
CURB ACCESS WITH HANDICAPPED RAMP

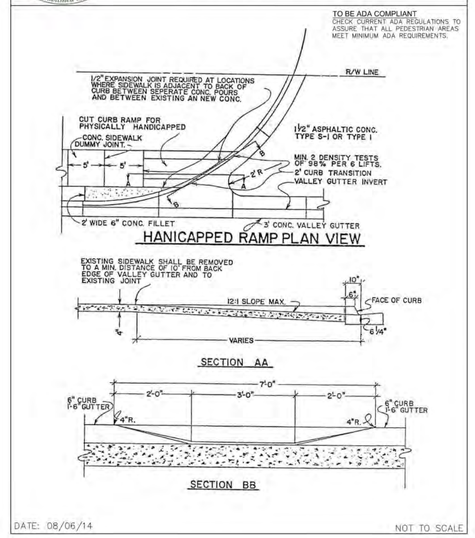


DATE: 08/06/14 NOT TO SCALE

7 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.49
CURB ACCESS WITH HANDICAPPED RAMP



DATE: 08/06/14 NOT TO SCALE

8 **DETAIL**
SCALE: NTS

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
STA 14 - UTILITIES ENG-SEAVIEW STREET WATER AND STORMWATER DESIGN

CIVIL DETAILS

Project No.:	200-74765-22004
Designed By:	MLM
Drawn By:	ARM
Checked By:	TV

C-503

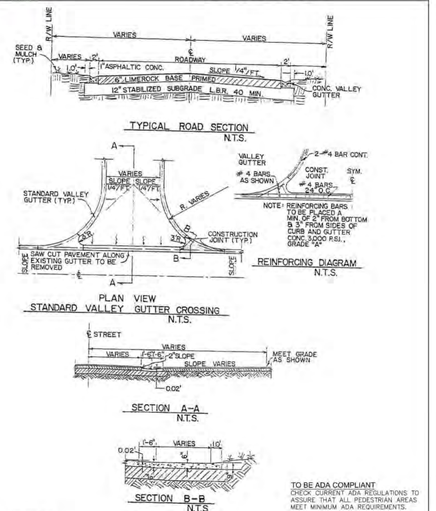
Copyright: Tetra Tech

Bar Measures 1 inch

3/27/2026 10:55:20 AM - \\TT.LOCAL\IER\PROJECTS\ORLANDO\IER\74765\200-74765-22004\CAD\SHEETFILES\SEAVIEWC-501 CIVIL DETAILS.DWG - CYR, STEVE

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.50
VALLY GUTTER
INTERSECTION DETAIL



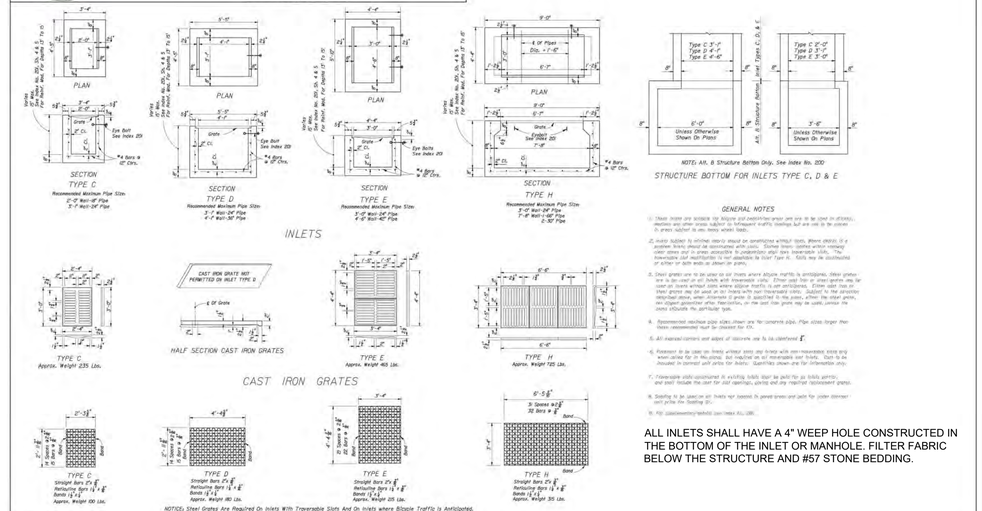
TO BE ADA COMPLIANT.
CHECK CURRENT ADA REGULATIONS TO ASSURE THAT ALL PEDESTRIAN AREAS MEET MINIMUM ADA REQUIREMENTS.

DATE: 08/06/14 NOT TO SCALE

1 DETAIL
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.33
DITCH BOTTOM INLETS
TYPES C, D, E, & H



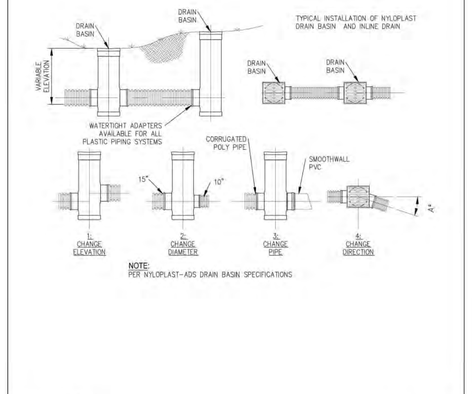
ALL INLETS SHALL HAVE A 4" WEEP HOLE CONSTRUCTED IN THE BOTTOM OF THE INLET OR MANHOLE. FILTER FABRIC BELOW THE STRUCTURE AND #57 STONE BEDDING.

DATE: 08/06/14 NOT TO SCALE

2 DETAIL
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.34
YARD DRAIN DETAIL

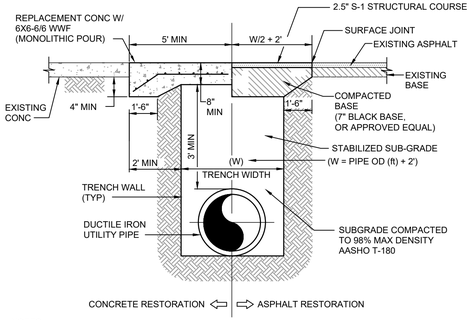


NOTE:
PER NYLOPLAST-ADS DRAIN BASIN SPECIFICATIONS

DATE: 08/06/14 NOT TO SCALE

3 DETAIL
SCALE: NTS

UTILITY CROSSING, OPEN CUT



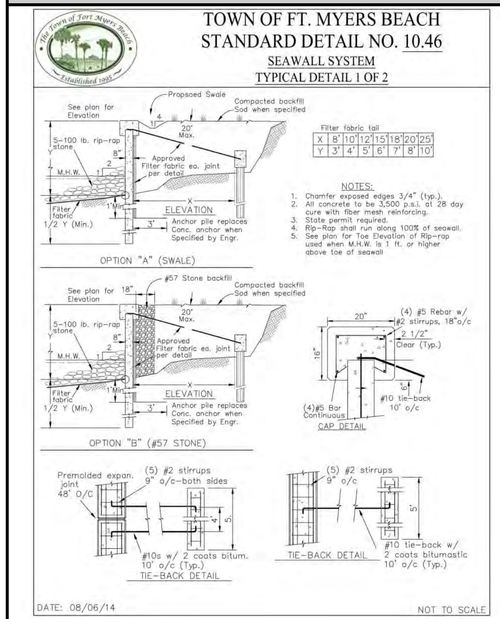
NOTES:

1. CONTRACTOR SHALL FILL OPEN CUT TO ALLOW TRAFFIC TO PASS FREELY AND SAFELY PROMPTLY AFTER INSTALLATION. IF PERMANENT RESTORATION IS TO BE DEFERRED, THE CONTRACTOR SHALL MAINTAIN THE TEMPORARY CONDITION TO THE RESIDENT INSPECTOR'S SATISFACTION.
2. EXISTING SURFACE AND BASE CUTS SHALL BE MECHANICALLY SAWN.
3. LONGITUDINAL CUTS REQUIRED OVERLAY/RESURFACING TO THE COMPLETE WIDTH OF THE ROAD ON COUNTY AND EXPRESSWAY AUTHORITY OWNED ROADWAYS.
4. CUTS AT INTERSECTIONS REQUIRE COMPLETE OVERLAY/RESURFACING TO THE END OF ALL RETURN RADII AND/OR 10FT BEYOND CUT, WHICHEVER IS GREATER FOR AND COUNTY AND EXPRESSWAY AUTHORITY OWNED ROADWAY INTERSECTIONS.
5. CUTS THROUGH TURNOUTS AND CUL-DE-SACS REQUIRE COMPLETE OVERLAY/RESURFACING ON COUNTY AND EXPRESSWAY AUTHORITY OWNED ROADWAYS.
6. ALL UTILITY PIPE INSTALLED UNDERNEATH ASPHALT OR CONCRETE ROADWAY SHALL BE DUCTILE IRON.

4 DETAIL
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.46
SEAWALL SYSTEM
TYPICAL DETAIL 1 OF 2



Filter fabric tail

X	8'	10'	12'	15'	18'	20'	25'
Y	3'	4'	5'	6'	7'	8'	10'

NOTES:

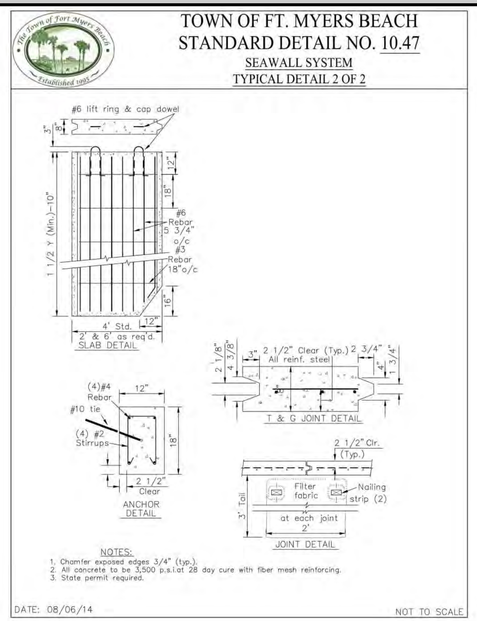
1. Chamfer exposed edges 3/4" (typ.).
2. All concrete to be 3,500 p.s.i. at 28 day cure with fiber mesh reinforcing.
3. State permit required.
4. Rip-Rap shall run along 100% of seawall.
5. See plan for Toe Elevation of Rip-rap used when M.H.W. is 1 ft. or higher above toe of seawall

DATE: 08/06/14 NOT TO SCALE

5 DETAIL OR APPROVED EQUAL
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.47
SEAWALL SYSTEM
TYPICAL DETAIL 2 OF 2



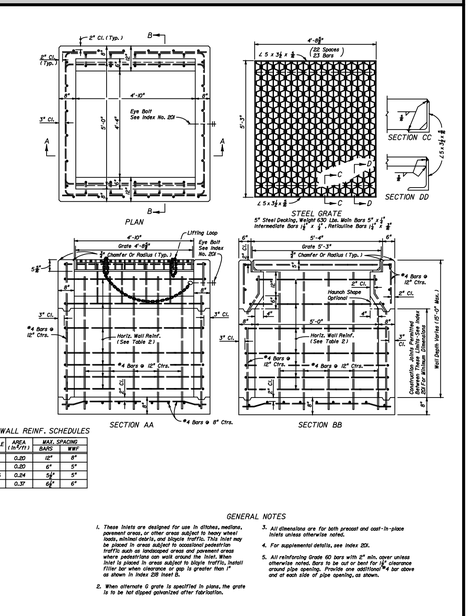
NOTES:

1. Chamfer exposed edges 3/4" (typ.).
2. All concrete to be 3,500 p.s.i.at 28 day cure with fiber mesh reinforcing.
3. State permit required.

DATE: 08/06/14 NOT TO SCALE

6 DETAIL
SCALE: NTS

FDOT TYPE G DITCH BOTTOM INLET



HORIZONTAL WALL REINF. SCHEDULES

WALL DEPTH	SCHEDULE	AREA (sq.ft./ft)	BAR SPACING BARS	@
0' - 3'	A12	0.20	#4	6"
3' - 7'	A6	0.20	#5	5"
7' - 10'	B5.5	0.24	#5	5"
10' - 15'	D6.5	0.31	#6	6"

GENERAL NOTES

1. These Inlets are designed for use in ditches, medians, and other areas subject to occasional vehicular loads, which may be driven on and Bicycle Traffic. They may be placed in areas subject to occasional pedestrian traffic such as landscaped areas and pavement areas where pedestrians can walk around the Inlet. When Inlet is placed in areas subject to Bicycle traffic, Install filler bar when clearance or gap is greater than 1" as shown in Index 225 Inset B.
2. When alternate G grate is specified in plans, the grate is to be hot dipped galvanized after fabrication.
3. All dimensions are for both precast and cast-in-place Inlets unless otherwise noted.
4. For supplemental details, see Index 224.
5. All reinforcing Grade 60 bars with 2" min. cover unless otherwise noted. Bars to be cut or bent for 2" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening, as shown.

FDOT INDEX NO. 233

7 DETAIL
SCALE: NTS

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY
			CIS

TOWN OF FORT MYERS BEACH
STA 14 - UTILITIES ENG-SEAVIEW STREET
WATER AND STORMWATER DESIGN

CIVIL DETAILS

Project No.:	200-74765-22004
Designed By:	MLM
Drawn By:	ARM
Checked By:	TV

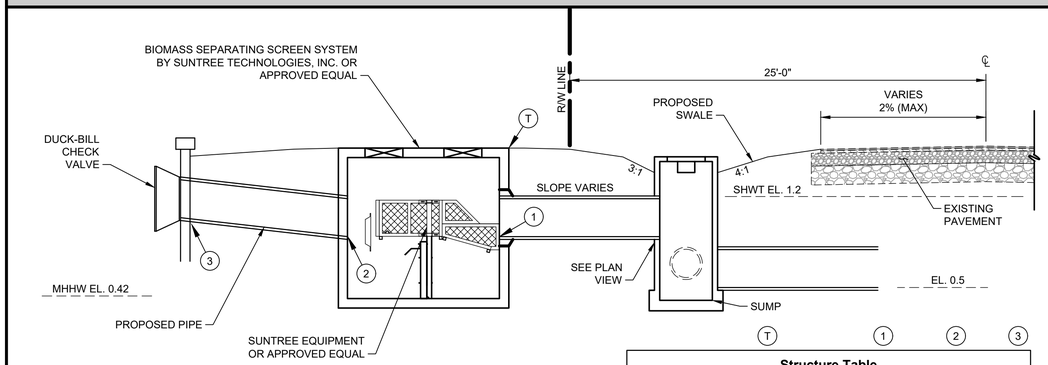
C-504

Copyright: Tetra Tech

Bar Measures 1 inch

3/27/2026 10:55:49 AM - \\TT LOCAL\USERPROJECTS\ORLANDO\ER\747659200-74765-22004\CAD\SHEETFILES\SEAVIEW\C-501 CIVIL DETAILS.DWG - CYR, STEVE

TYPICAL SECTIONS



Structure Table				
ID	RIM	INV IN	INV OUT	INV
DR-SD-2	BAFFLE BOX RIM 2.50	24" INV -1.00	24" INV -1.00	-1.00
DU-SD-29	BAFFLE BOX RIM 3.50	30" INV -1.00	30" INV -1.00	-1.00
LA-SD-11	BAFFLE BOX RIM 4.03(TR)	30" INV -1.00	30" INV -1.00	-1.74
ST-41	BAFFLE BOX RIM 3.60	30" INV -1.00	30" INV -1.00	-0.50

Structure Table				
ID	RIM	INV IN	INV OUT	INV
MA-SD-14	INLET TYPE 'E' W/ SUNTREE GRATE INLET SKIMMER BOX OR EQUAL RIM 2.70		15" INV 0.64	0.64
MA-SD-17	BAFFLE BOX RIM 4.50	15" INV 1.30	15" INV 1.30	1.30
SD-11	BAFFLE BOX RIM 3.77	36" INV -1.00	36" INV -1.00	-1.00
SD-22	BAFFLE BOX RIM 4.00	48" INV -1.00	48" INV -1.00	-1.00
WI-SD-47	BAFFLE BOX RIM 7.00	30" INV -1.00	30" INV -1.00	-1.00

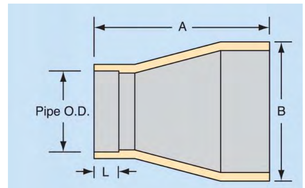
MHHW = MEAN HIGH HIGHTIDE

TR = H20 TRAFFIC RATED

1 SUNTREE BAFFLE BOX, DUCK-BILL VALVE & PROPOSED INLET W/WEIR SECTION DETAIL

SCALE: NTS

TYPICAL SECTIONS



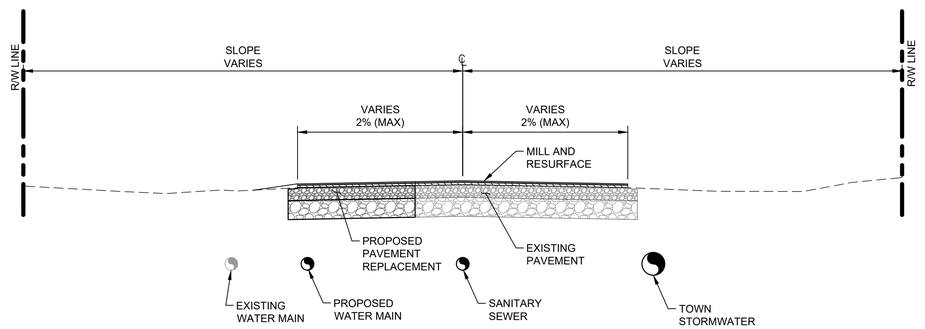
Style 4100 Slip-on Duck Bill Check Valve

Pipe Size	STYLE 4100			
	Mating Pipe O.D	Cuff Slip-on Length L	Length A	Height B
30	30	10	42	50

3 STYLE 4100 GENERAL RUBBER CORPORATION DUCK-BILL CHECK VALVE OR APPROVED EQUAL

SCALE: N.T.S.

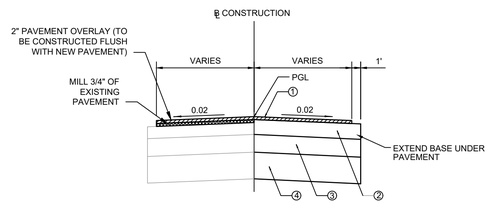
TYPICAL SECTIONS



2 NEW PAVEMENT SECTION DETAIL

SCALE: NTS

NEW PAVEMENT SECTION



PAVEMENT DESIGN

1. 2" TYPE S-1 STRUCTURAL COURSE OR SUPER PAVE TYPE 12.5 (2 LIFTS)
2. OPTIONAL 10" LIMEROCK BASE COMPACTED TO 98% MAX. DENSITY (AASHTO T-134). ASPHALTIC PRIME COAT APPLIED AT 0.15 GAL./SF 300 PSI 7-DAY COMPRESSIVE STRENGTH 1.5' FREEBOARD ABOVE THE ESTIMATED SEASONAL HIGH WATER TABLE IS REQUIRED IF LIMEROCK IS SELECTED.
3. 12" COMPACTED SUBGRADE (98% DENSITY) AASHTO T-180 AND LBR 40
4. 18" OF NATIVE OR IMPORTED MATERIAL HAVING LESS THAN 5% PASSING #200 SIEVE COMPACTED

2 NEW PAVEMENT SECTION DETAIL

SCALE: NTS

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH

STA 14 - UTILITIES ENG-SEAVIEW STREET
WATER AND STORMWATER DESIGN

CIVIL DETAILS

Project No.:	200-74765-22004
Designed By:	MLM
Drawn By:	ARM
Checked By:	TV

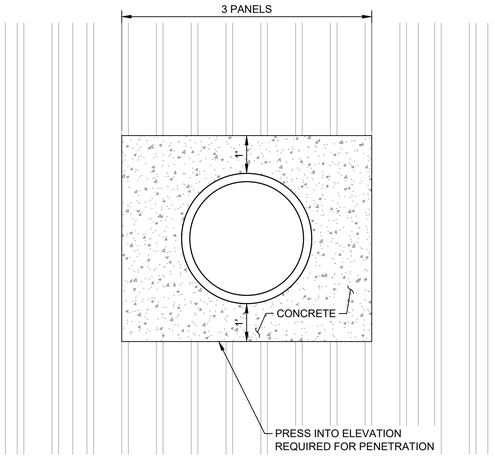
C-505

Copyright: Tetra Tech

Bar Measures 1 inch

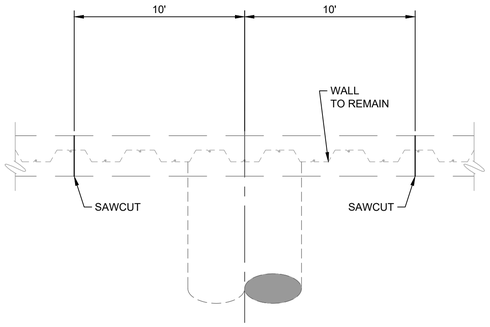
3/27/2026 10:56:44 AM - \\TT.LOCAL\IER\PROJECTS\ORLANDO\IER\74765\200-74765-22004\CAD\SHEETFILES\SEAVIEW\C-501 CIVIL DETAILS.DWG - CYR, STEVE

PENETRATION DETAIL



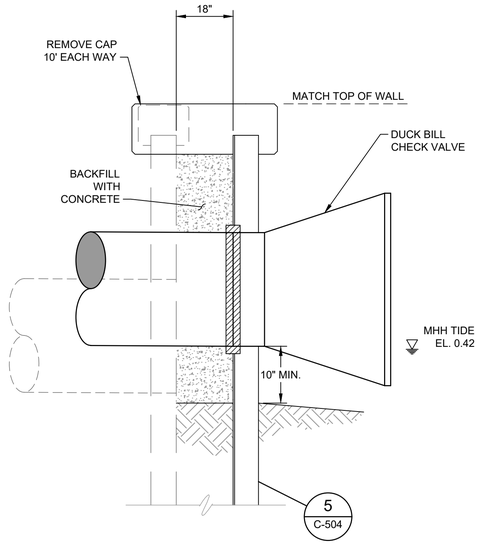
1 **DETAIL**
SCALE: NTS

REPLACEMENT WALL DEMOLITION DETAIL



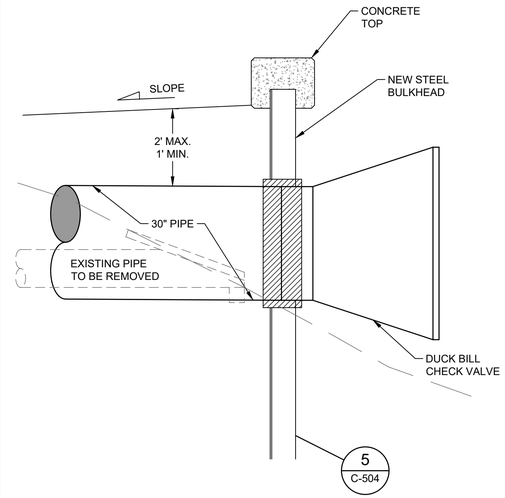
2 **DETAIL**
SCALE: NTS

REPLACEMENT WALL SECTION VIEW



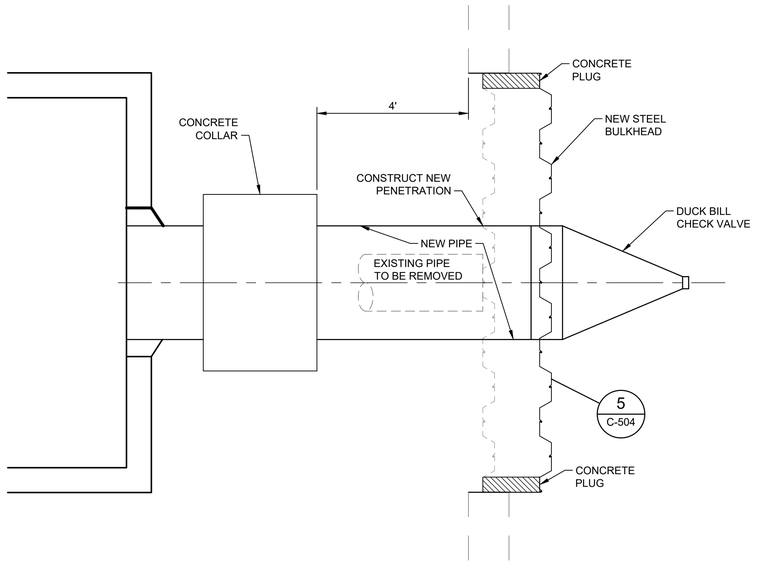
3 **DETAIL**
SCALE: NTS

NEW BULKHEAD



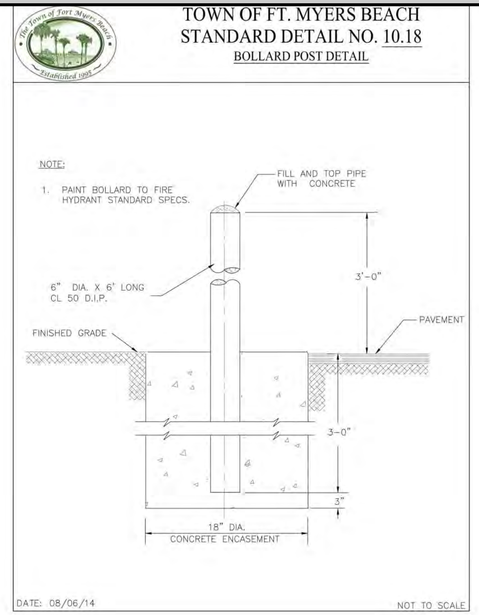
4 **DETAIL**
SCALE: NTS

REPLACEMENT WALL DETAIL



5 **DETAIL**
SCALE: NTS

TOWN OF FORT MYERS BEACH STANDARD DETAIL

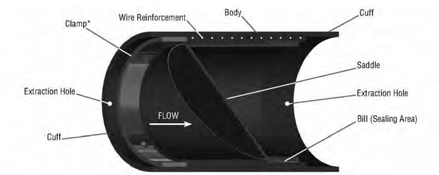

TOWN OF FT. MYERS BEACH
STANDARD DETAIL NO. 10.18
BOLLARD POST DETAIL

NOTE:
1. PAINT BOLLARD TO FIRE HYDRANT STANDARD SPECS.

DATE: 08/06/14
NOT TO SCALE

6 **DETAIL**
SCALE: NTS

IN-LINE CHECK VALVE / BACK FLOW PREVENTER



7 **RED VALVE COMPANY IN-LINE CHECK VALVE OR APPROVED EQUAL**
SCALE: NTS

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
STA 14 - UTILITIES ENG-SEAVIEW STREET
WATER AND STORMWATER DESIGN

CIVIL DETAILS

Project No.:	200-74765-22004
Designed By:	MLM
Drawn By:	ARM
Checked By:	TV

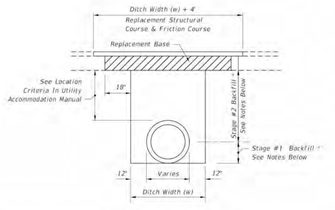
C-506

Copyright: Tetra Tech

Bar Measures 1 inch

3/27/2026 10:57:11 AM - \\TT.LOCAL\IER\PROJECTS\ORLANDO\IER\74765\200-74765-22004\CAD\SHEETFILES\SEAVIEW\C-501 CIVIL DETAILS.DWG - CYR, STEVE

MISCELLANEOUS UTILITY DETAILS (FDOT INDEX 307)



FLEXIBLE PAVEMENT NOTES

PAVEMENT REMOVAL AND REPLACEMENT

Pavement shall be mechanically sawed.

The replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with current FDOT asphalt mix specifications.

The new base materials shall be either of the same type and composition as the materials removed or of equal or greater structural adequacy (See Index No. 514).

BACKFILL

COMPACTED AND STABILIZED FILL OPTION

Backfill material shall be placed in accordance with Section 125 of the Standard Specifications.

In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical tamps suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding.

In Stage #2, construct compacted fill along the sides of the pipe and up to the bottom of the base,with the upper 12" receiving Type B Stabilization. In lieu of Type B Stabilization, the Contractor may construct using Optional Base Group 3.

*** FLOWABLE FILL OPTION**

If compaction can not be achieved through normal mechanical methods then flowable fill may be used.

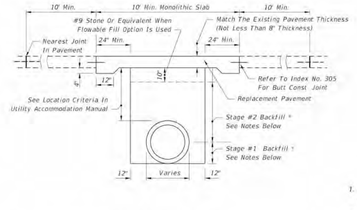
Flowable fill is to be placed in accordance with Section 121 of the Specifications, as approved by the Engineer.

Do not allow the utility being installed to float. If a method is provided to prevent flotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer.

In Stage #1, place flowable fill midway up on both sides of the utility. Allow to harden before placing Stage #2.

In Stage #2, place flowable fill to the bottom of the existing base course.

FLEXIBLE PAVEMENT CUT



RIGID PAVEMENT NOTES

PAVEMENT REMOVAL AND REPLACEMENT

High early strength cement concrete (3000 psi) meeting the requirements of Standard Specification 346 shall be used for rigid pavement replacement.

Pavement shall be mechanically sawed and restored to conform with existing pavement joints within 12 hours. (See Index No. 305)

GRANULAR BACKFILL

Any edgedrain system that is removed shall be replaced with the same type materials. Any edgedrain system that is damaged shall be repaired with methods approved by the Engineer.

Fill material shall be placed in accordance with the Standard Specifications. Fill material shall be special select soil in accordance with Index No. 505.

In Stage #1, construct compacted fill beneath the haunches of the pipe, using mechanical tamps suitable for this purpose. This compaction applies to the material placed beneath the haunches of the pipe and above any bedding.

In Stage #2, construct fill along the sides of the pipe and up to the bottom of replacement pavement.

*** FLOWABLE FILL OPTION**

If mechanical compaction can not be achieved through normal mechanical methods then flowable fill may be used.

Flowable fill is to be placed in accordance with Section 121 of the Specifications, as approved by the Engineer.

Do not allow the utility being installed to float. If a method is provided to prevent flotation from occurring, Stages #1 and #2 can be combined, if approved by the Engineer.

In Stage #1, place flowable fill midway up on both sides of the utility. Allow to harden before placing Stage #2.

In Stage #2, place flowable fill to the bottom of the stone layer.

RIGID PAVEMENT CUT

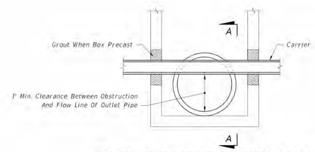
GENERAL NOTES

1. *The details provided in this standard index apply to cases in which jack and bore or directional boring methods are not required by the Engineer.*
2. *Flowable fill shall not be placed directly over loose, or high plastic, or muck material (see Index 505) which will cause settlement due to fill weight. Where highly compressible material exists, the amount, shape and depth of flowable fill must be engineered to prevent pavement settlement.*
3. *These details do not apply to utility cuts longitudinal to the centerline of the roadway which may require the additional use of geotextiles, special bedding and backfill, or other special requirements.*
4. *Method of construction must be approved by the Engineer.*
5. *Some pipe may require special granular backfill up to 6" above top of pipe. Geotextiles may be required to encapsulate the special granular material.*
6. *Where asphalt concrete overlays exist over full slab concrete pavement, the replacement pavement shall have an overlay constructed over the replacement slab. The overlay shall match the existing asphalt pavement thickness. The replacement friction course shall match the existing friction course, except structural course may be used in lieu of dense graded friction course.*
7. *All shoulder pavement, curb, curb and gutter, and their substructure disturbed by utility trench cut construction shall be restored in kind.*
8. *The use of flowable fill to reduce the time traffic is taken off a facility is acceptable but must have prior approval by the Engineer. Flowable fill use is allowed only when properly engineered for pavement crossings, whether straight or diagonal, and shall not be installed for significant depths or lengths. The maximum length shall be fifty (50) feet and a maximum depth of six (6) feet unless supported by an engineering document prepared by a registered professional engineer that specializes in soils engineering. The engineering document shall address the evaluation of local groundwater flow interruption and settlement potential.*
9. *Excavatable flowable fill is to be used when the flowable fill option is selected.*

TRENCH CUTS AND RESTORATIONS ACROSS ROADWAYS

1 **DETAIL**
SCALE: NTS

MISCELLANEOUS UTILITY DETAILS (FDOT INDEX 307)

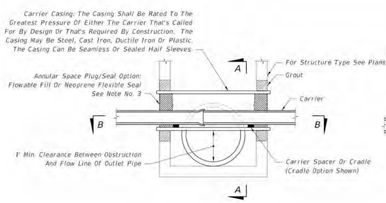


SECTION LONGITUDINAL TO CARRIER PIPE
(Nonpressure Or Nonfluid Carrier Installations)
No Joints Allowed Within Structure

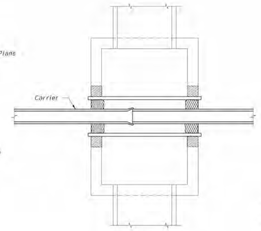
UTILITY CONFLICT CONDITION I

NOTES FOR UTILITY CONFLICT PIPE

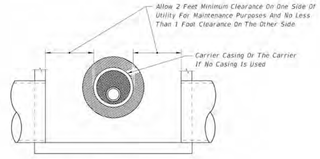
1. *These details are for construction field expediency to resolve utility conflicts that cannot be remedied by relocation. For conflicts determined during design, use the construction shop drawings for structure details.*
2. *Concrete used in conflict structures shall be as specified in ASTM C478. 4000 psi may be used in lieu of Class I concrete.*
3. *Maximum opening for pipe shall be the pipe OD plus 6". Mortar used to seal the pipe into the opening will be of such mix that shrinkage will not cause leakage into or out of the structure.*
4. *If the conflict structure is round or there are multiple inlet or outlet pipes, then the wall section should be reviewed for strength.*
5. *If during construction or the plans design process it is determined that a potable water supply line must pass though a storm drain structure, it must be in compliance with Chapter 62-555.314 (3) F.A.C. and shown on the design or construction plans and submitted to the Florida Department of Environmental Protection (FDEP) Administrator For Drinking Water in the respective FDEP District for review and comment. This index and rule citation provide accepted methods for addressing conflicts when and where they cannot be reasonably avoided. To be submitted along with the plans shall be a justification describing inordinate cost and the impracticality of avoidance. If identified, properly justified, and accomplished in accordance with this index, approval is granted. Upon request, the Utility Agency Owner (UAO) must provide support data on the cost of relocation or adjustment to the FDOT for submittal to the FDEP. See the following web site for District FDEP Drinking Water Contacts: www.dep.state.fl.us/water/drinkingwater/index.htm and click on "Organization" on the menu to the right.*



SECTION LONGITUDINAL TO CARRIER PIPE
(Pressure Or Fluid Carrier Installations)
UTILITY CONFLICT CONDITION II



SECTION BB



DESIGNER'S NOTE

"Sumped" Conflict Manholes Shall Not Be Used Unless The System Is Hydraulically Designed To Account For The Headloss Generated If The Sump Is Completely Blocked.

SECTION AA

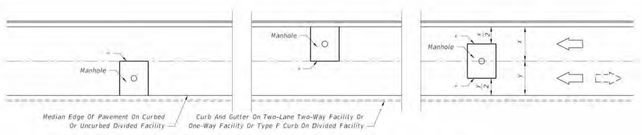
UTILITY CONFLICT PIPES THRU STORM DRAIN STRUCTURES

NOTE:

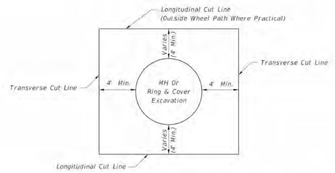
1. CONTRACTOR TO VERIFY CONFLICT INVERTS AND CROSSING BEFORE ORDERING BOXES TO VERIFY DEPTH AND CONFLICT.

2 **DETAIL**
SCALE: NTS

MISCELLANEOUS UTILITY DETAILS (FDOT INDEX 307)



PLAN VIEW
FOR TWO OR MORE LANES (TWO LANES SHOWN)



PARTIAL CUTS FOR RING AND COVER ADJUSTMENTS

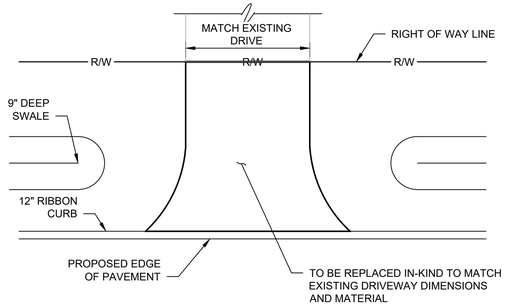
NOTES

1. *No irregular seams are permitted. All seams must be clean sawed.*
2. *Pavement cut seams for underground utility structures in rigid pavement are the same longitudinally, but the transverse seams shall extend to the nearest existing joint.*
3. *See Sheet 1 for replacement pavement.*

NONTRENCH PAVEMENT CUTS FOR UNDERGROUND UTILITY STRUCTURES IN PAVEMENT

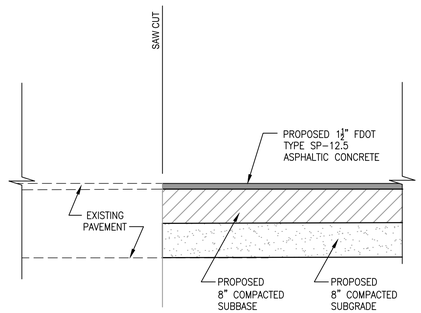
3 **DETAIL**
SCALE: NTS

BITUMINOUS & PAVER DRIVEWAY REPAIR



DRIVEWAY RESTORATION NOTES:

1. DRIVEWAYS DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO CONDITIONS WHICH MEET OR IMPROVE PRE-EXISTING CONDITIONS USING LIKE MATERIALS AND THICKNESS. WHERE PIPELINE CONSTRUCTION CROSSES DRIVEWAYS, THE DRIVEWAY MATERIAL SHALL BE REMOVED FROM THE EDGE OF STREET PAVEMENT TO BEYOND THE PIPELINE TRENCH.
2. DRIVEWAYS SHALL BE SAWCUT IN A STRAIGHT LINE, AT THE RIGHT-OF-WAY LINE.
3. EXISTING UNPAVED DRIVEWAYS TO BE REPLACED IN-KIND.
4. PAVERS DRIVEWAYS SHALL BE REMOVED AND RESET.
5. PAVER SHALL BE SET ATOP THE SAME SUBBASE AND SUBGRADE SHOWN IN THE ASPHALT DRIVEWAY SECTION.



BITUMINOUS ASPHALT
DRIVEWAY SECTION

4 **DETAIL**
SCALE: NTS

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
STA 14 - UTILITIES ENG-SEAVIEW STREET WATER AND STORMWATER DESIGN

CIVIL DETAILS

Project No.:	200-74765-22004
Designed By:	MLM
Drawn By:	ARM
Checked By:	TV

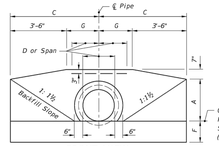
C-507

Copyright: Tetra Tech

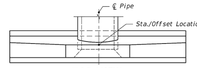
Bar Measures 1 inch

3/27/2026 10:57:23 AM - \\TT.LOCAL\IER\PROJECTS\ORLANDO\IER\747650200-74765-22004\CAD\SHEETFILES\SEAVIEWC-501 CIVIL DETAILS.DWG - CYR, STEVE

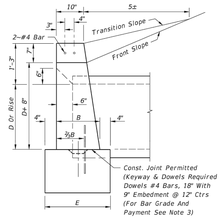
HEADWALL DETAILS (FDOT INDEX 250)



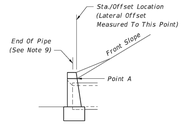
FRONT VIEW



TOP VIEW



END VIEW (ENLARGED)

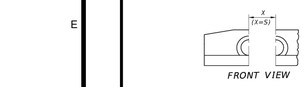


END VIEW

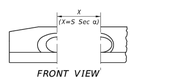
1. Position is set by the intersection of the front slope and Point A where this intersection falls outside the clear zone.
2. Where the front slope and Point A intersects inside the clear zone, the endwall is positioned so the Station/Offset Location is at the clear zone limit. The front slope is transitioned to the endwall as shown in Index No. 280.

STANDARD LOCATION CONTROL

ENDWALL DIMENSIONS (EXCLUSIVE OF MULTIPLE PIPE SPACING)



FRONT VIEW



FRONT VIEW



TOP VIEW
NORMAL PIPE

TOP VIEW
SKEWED PIPE

LEGEND

α Pipe Skew
S Center To Center Pipe Spacing
X Centerline To Centerline Dimension At Face Of Headwall

PIPE AND SPACING FOR MULTIPLE PIPE ENDWALL POSITIONS FOR SINGLE AND MULTIPLE

GENERAL NOTES

1. Endwall dimensions, locations and positions are for round and elliptical concrete pipe and for round and pipe-arch corrugated metal pipe. Round concrete pipe shown.
2. Front slope and ditch transitions shall be in accordance with Index No. 280.
3. Endwalls may be cast in place or precast concrete. Reinforcing steel shall be Grades 40 or 60. Additional reinforcement necessary for handling precast units shall be determined by the Contractor or the supplier. Cost of reinforcement shall be included in the contract unit price for Concrete, (Endwalls).
4. All exposed corners and edges of concrete are to be chamfered ¾".
5. Concrete shall be Class I, except ASTM C478 (4000 psi) concrete may be substituted for precast items manufactured in plants meeting the requirements of Section 449 of the Specifications.
6. On outfall ditches with side slopes flatter than 1:1½, provide 20' transitions from the endwall to the flatter side slopes, right of way permitting.
7. For sodding around endwalls see Index No. 281.
8. Payment for concrete quantities for endwalls skewed to the pipe shall be made on the following basis:

Endwall Skew to Pipe	Use Tabulated Value
0° to 5°	0°
6°	15°
16°	30°
31° or over	45°

9. Pipe length plan quantities shall be based on the pipe end locations shown in the standard location control end view, or lengths based on special endwall locations called for in the plans.
10. Payment for pipe in pipe culverts shall be based on plan quantities, adjusted for endwall locations subsequently established by the Engineer.
11. Endwalls to be paid for under the contract unit price for Class I Concrete (Endwalls), CY.

1 **DETAIL**
SCALE: NTS

HEADWALL DETAILS (FDOT INDEX 250)

DATA AND ESTIMATED QUANTITIES FOR ONE ENDWALL

ROUND CONCRETE AND CORRUGATED METAL PIPE

D	Opening Area (SF)				Dimensions												Class I Concrete (CY)																D
																	Number And Type Of Pipe And Skew Angle Of Pipe																
																	Single		Double				Triple					Quadruple					
	Number Of Pipes												X				Conc	Metal	Concrete			Metal		Concrete			Metal		Concrete			Metal		
	1	2	3	4	A	B	C	E	F	G	S	0°	15°	30°	45°		0°	0°	0°	15°	30°	45°	0°	15°	30°	45°	0°	15°	30°	45°	0°	15°	30°	45°	
15"	1.23	2.46	3.69	4.92	1'-11"	1'-2"	4'-0"	1'-10"	1'-2"	0'-6"	2'-7"	2'-7"	2'-8"	3'-0"	3'-8"		1.23	1.24	1.59	1.60	1.65	1.74	1.62	1.63	1.68	1.78	1.94	1.96	2.05	2.23	1.99	2.02	2.11	2.30	2.30	2.34	2.47	2.74	2.37	2.41	2.75	2.84	15"
18"	1.77	3.54	5.31	7.08	2'-2"	1'-3"	4'-6"	1'-11"	1'-3"	1'-0"	2'-10"	2'-10"	2'-11"	3'-3"	4'-0"		1.56	1.59	1.99	2.01	2.06	2.17	2.04	2.06	2.11	2.23	2.43	2.46	2.56	2.79	2.51	2.54	2.65	2.89	2.86	2.91	3.06	3.40	2.96	3.01	3.17	3.53	18"
21"	2.41	4.82	7.23	9.64	2'-5"	1'-4"	5'-0"	2'-0"	1'-4"	1'-6"	3'-2"	3'-2"	3'-3"	3'-8"	4'-6"		1.99																								21"
24"	3.14	6.28	9.42	12.56	2'-8"	1'-4"	5'-6"	2'-0"	1'-4"	2'-0"	3'-5"	3'-5"	3'-6"	3'-11"	4'-10"		2.24	2.29	2.82	2.84	2.91	3.06	2.91	2.93	3.01	3.17	3.39	3.43	3.57	3.87	3.52	3.56	3.71	4.03	3.97	4.03	4.24	4.69	4.14	4.20	4.43	4.91	24"
27"	3.98	7.96	11.94	15.92	2'-11"	1'-5"	6'-0"	2'-1"	1'-5"	2'-6"	3'-10"	3'-10"	4'-0"	4'-5"	5'-5"		2.73																								27"
30"	4.91	9.82	14.73	19.64	3'-2"	1'-6"	6'-6"	2'-2"	1'-6"	3'-0"	4'-3"	4'-3"	4'-5"	4'-11"	6'-0"		3.26	3.34	4.13	4.16	4.26	4.49	4.28	4.31	4.43	4.67	4.98	5.04	5.25	5.69	5.20	5.27	5.49	5.97	5.84	5.93	6.24	6.91	6.13	6.23	6.56	7.29	30"
36"	7.07	14.14	21.21	28.28	3'-8"	1'-8"	7'-6"	2'-4"	1'-8"	4'-0"	5'-1"	5'-1"	5'-3"	5'-10"	7'-2"		4.53	4.64	5.73	5.77	5.92	6.23	5.95	6.00	6.15	6.49	6.92	7.00	7.29	7.91	7.25	7.34	7.65	8.33	8.13	8.26	8.69	9.62	8.57	8.71	9.18	10.20	36"
42"	9.62	19.24	28.86	38.48	4'-2"	1'-10"	8'-6"	2'-6"	1'-10"	4'-6"	6'-0"	6'-0"	6'-3"	6'-11"	8'-6"		6.33	6.49	8.11	8.17	8.39	8.85	8.43	8.50	8.73	9.23	9.90	10.02	10.45	11.38	10.38	10.52	10.98	11.99	11.68	11.87	12.51	13.89	12.32	12.52	13.22	14.73	42"
48"	12.57	25.14	37.71	50.28	4'-8"	2'-1"	9'-6"	2'-9"	2'-0"	5'-0"	6'-9"	6'-9"	7'-0"	7'-10"	9'-7"		8.15	8.38	10.40	10.48	10.75	11.33	10.85	10.94	11.23	11.87	12.64	12.80	13.34	14.50	13.34	13.51	14.11	15.39	14.89	15.13	15.93	17.68	15.82	16.08	16.97	18.90	48"
54"	15.90	31.80	47.70	63.60	5'-2"	2'-6"	10'-6"	3'-2"	2'-3"	7'-0"	7'-8"	7'-8"	7'-11"	8'-10"	10'-10"		11.71	11.77	15.23	15.35	15.78	16.69	15.35	15.48	15.90	16.83	18.77	19.02	19.86	21.69	18.93	19.18	20.04	21.89	22.29	22.66	23.93	26.67	22.51	22.89	24.17	26.96	54"

CORRUGATED METAL PIPE ARCH

Span	Rise	Opening Area (SF)				Dimensions											Class I Concrete (CY)												Span	Rise	Approx. Equiv. Round Pipe
																	Number Of Pipe And Skew Angle Of Pipe														
		Number Of Pipes										X					Single	Double			Triple				Quadruple						
		1	2	3	4	A	B	C	E	F	G	S	0°	15°	30°	45°	0°	0°	15°	30°	45°	0°	15°	30°	45°	0°	15°	30°	45°			
17"	13"	1.1	2.2	3.3	4.4	1'-9"	1'-2"	3'-10"	1'-10"	1'-2"	0'-4"	2'-6"	2'-6"	2'-7"	2'-11"	3'-6"	1.16	1.47	1.48	1.52	1.60	1.78	1.80	1.88	2.04	2.09	2.12	2.23	2.48	17"	13"	15"
21"	15"	1.6	3.2	4.8	6.4	1'-11"	1'-2"	4'-3"	1'-10"	1'-2"	0'-9"	2'-10"	2'-10"	2'-11"	3'-3"	4'-0"	1.33	1.69	1.70	1.75	1.84	2.04	2.06	2.15	2.33	2.40	2.44	2.57	2.84	21"	15"	18"
28"	20"	2.8	5.6	8.4	11.2	2'-4"	1'-3"	5'-2"	1'-11"	1'-3"	1'-8"	3'-5"	3'-5"	3'-6"	3'-11"	4'-10"	1.78	2.31	2.33	2.39	2.53	2.83	2.87	2.99	3.26	3.36	3.42	3.60	4.01	28"	20"	24"
35"	24"	4.3	8.6	12.9	17.2	2'-8"	1'-4"	5'-11½"	2'-0"	1'-4"	2'-5½"	4'-0"	4'-0"	4'-2"	4'-7"	5'-8"	2.34	3.03	3.05	3.14	3.32	3.72	3.77	3.93	4.29	4.40	4.47	4.72	5.25	35"	24"	30"
42"	29"	5.9	11.8	17.7	23.6	3'-1"	1'-5"	6'-10½"	2'-1"	1'-5"	3'-4½"	4'-9"	4'-9"	4'-11"	5'-6"	6'-9"	3.13	4.06	4.09	4.20	4.45	4.99	5.06	5.28	5.76	5.93	6.03	6.36	7.09	42"	29"	36"
49"	33"	8.4	16.8	25.2	33.6	3'-5"	1'-6"	7'-8"	2'-2"	1'-6"	4'-2"	5'-6"	5'-6"	5'-8"	6'-4"	7'-9"	3.83	5.00	5.04	5.18	5.48	6.16	6.24	6.52	7.12	7.32	7.44	7.86	8.76	49"	33"	42"
57"	38"	10.6	21.3	31.8	42.4	3'-10"	1'-7"	8'-7½"	2'-3"	1'-7"	5'-1½"	6'-4"	6'-4"	6'-7"	7'-4"	8'-11"	4.87	6.31	6.36	6.53	6.91	7.74	7.84	8.18	8.93	9.18	9.33	9.85	10.96	57"	38"	48"
64"	43"	13.2	26.4	39.6	52.8	4'-3"	1'-8"	9'-6½"	2'-4"	1'-8"	6'-0½"	7'-1"	7'-1"	7'-4"	8'-2"	10'-0"	5.88	7.64	7.70	7.91	8.37	9.40	9.52	9.94	10.86	11.15	11.33	11.97	13.33	64"	43"	54"
71"	47"	16.9	33.8	50.7	67.6	4'-7"	1'-10"	10'-4"	2'-6"	2'-0"	6'-10"	7'-10"	7'-10"	8'-1"	9'-1"	11'-1"	7.80	10.15	10.23	10.51	11.12	12.49	12.65	13.22	14.43	14.85	15.10	15.94	17.77	71"	47"	60"

Note: Use the guidelines of General Note No. 8 for selecting tubular quantities.

CONCRETE ELLIPTICAL PIPE

Rise	Span	Opening Area (SF)				Dimensions											Class I Concrete (CY)												Rise	Span	Approx. Equiv. Round Pipe
																	Number Of Pipe And Skew Angle Of Pipe														
		Number Of Pipes										X					Single	Double			Triple				Quadruple						
		1	2	3	4	A	B	C	E	F	G	S	0°	15°	30°	45°	0°	0°	15°	30°	45°	0°	15°	30°	45°	0°	15°	30°	45°			
12"	18"	1.3	2.6	3.9	5.2	1'-8"	1'-2"	3'-9"	1'-10"	1'-2"	0'-3"	2'-10"	2'-10"	2'-11"	3'-3"	4'-0"	1.09	1.45	1.46	1.51	1.60	1.80	1.82	1.91	2.09	2.16	2.20	2.33	2.60	12"	18"	15"
14"	23"	1.8	3.6	5.4	7.2	1'-10"	1'-3"	4'-2½"	1'-11"	1'-3"	8½"	3'-5"	3'-5"	3'-6"	3'-11"	4'-10"	1.36	1.82	1.84	1.89	2.01	2.29	2.32	2.43	2.68	2.75	2.80	2.97	3.33	14"	23"	18"
19"	30"	3.3	6.6	9.9	13.2	2'-3"	1'-4"	5'-1½"	2'-0"	1'-4"	1'-1½"	4'-2"	4'-2"	4'-4"	4'-10"	5'-11"	1.89	2.55	2.57	2.65	2.82	3.22	3.27	3.43	3.77	3.88	3.95	4.19	4.70	19"	30"	24"
24"	38"	5.1	10.2	15.3	20.4	2'-8"	1'-5"	6'-3"	2'-1"	1'-5"	2'-0"	5'-2"	5'-2"	5'-4"	6'-0"	7'-4"	2.64	3.55	3.58	3.69	3.93	4.48	4.54	4.77	5.24	5.39	5.49	5.82	6.53	24"	38"	30"
29"	45"	7.4	14.8	22.2	29.6	3'-1"	1'-6"	7'-0"	2'-3"	1'-6"	3'-0"	6'-0"	6'-0"	6'-0"	6'-3"	6'-11"	3.32	4.48	4.52	4.66	4.96	5.64	5.72	6.00	6.60	6.80	6.92	7.34	8.24	29"	45"	36"
34"	53"	10.2	20.4	30.6	40.8	3'-6"	1'-7"	7'-11½"	2'-3"	1'-7"	4'-5½"	7'-1"	7'-1"	7'-1"	7'-4"	8'-2"	10'-0"	4.24	5.76	5.81	6.00	6.39	7.29	7.40	7.76	8.55	8.81	8.97	9.52	10.70	34"	53"	42"
38"	60"	12.9	25.8	38.7	51.6	3'-10"	1'-8"	8'-9"	2'-4"	1'-8"	5'-3"	7'-11"	7'-11"	8'-2"	9'-2"	11'-2"	5.22	7.16	7.23	7.46	7.96	9.10	9.24	9.70	10.71	11.05	11.25	11.93	13.46	38"	60"	48"
43"	68"	16.6	33.2	49.8	66.4	4'-3"	1'-10"	9'-8½"	2'-6"	1'-10"	6'-2½"	8'-10"	8'-10"	9'-2"	10'-2"	12'-6"	6.63	9.01	9.09	9.38	10.00	11.39	11.56	12.13	13.36	13.77	14.02	14.88	16.73	43"	68"	54"
48"	76"	20.5	41.0	61.5	82.0	4'-8"	2'-1"	10'-8"	2'-9"	2'-0"	7'-2"	9'-9"	9'-9"	10'-1"	11'-3"	13'-9"	8.66	11.74	11.85	12.22	13.02	14.82	15.04	15.77	17.37	17.91	18.23	19.34	21.74	48"	76"	60"
53"	83"	24.8	49.6	74.4	99.2	5'-1"	2'-4"	11'-7"	3'-2"	2'-4"	8'-1"	10'-7"	10'-7"	10'-11"	12'-3"	15'-0"	12.50	16.98	16.98	17.67	18.83	21.47	21.78	22.86	25.18	25.97	26.44	28.06	31.55	53"	83"	66"
58"	91"	29.5	59.0	88.5	118.0	5'-6"	2'-10"	12'-6½"	3'-6"	2'-10"	9'-0½"	11'-4"	11'-4"	11'-9"	13'-1"	16'-0"	16.46	22.26	22.46	23.16	24.66	28.05	28.46	29.85	32.85	33.85	34.46	36.55	41.05	58"	91"	72"

2 **DETAIL**
SCALE: NTS

TETRA TECH
www.tetratech.com
10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

Eric Fey, P.E.
P.E. No. 65601, FL
Tetra Tech Inc.
10600 Chevrolet Way, Ste. 102
Estero, Florida 33928
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH
STA 14 - UTILITIES ENG-SEAVIEW STREET WATER AND STORMWATER DESIGN

CIVIL DETAILS

Project No.: 200-74765-22004
Designed By: MLM
Drawn By: ARM
Checked By: TV

C-508

Copyright: Tetra Tech

Bar Measures 1 inch

3/27/2026 10:57:29 AM - \\TT.LOCAL\IER\PROJECTS\ORLANDO\IER\747650200-74765-22004\CAD\SHEETFILES\SEAVIEWC-501 CIVIL DETAILS.DWG - CYR, STEVE

PART E
FMB:006 - AGREEMENT FORM
(1 of 9 Pages)

CONSTRUCTION CONTRACT AGREEMENT

Contract No. ITB-23-18-UT
Council Award Date: November 20th 2023

AGREEMENT

THIS CONTRACT is made this 18 day of January 2024 by and between the TOWN OF FORT MYERS BEACH, FLORIDA, hereinafter called "**TOWN**," and Andrew Sitework LLC., a corporation, hereinafter called "**CONTRACTOR**."

WITNESSETH: For and in consideration of the mutual covenants herein set forth, the parties agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall commence and complete all work for TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS, ITB-23-18-UT, in accordance with the Contract Documents. CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents. A Scope of Services is attached marked Exhibit "A".

ARTICLE 2. CONTRACT SUM

2.1. The TOWN shall pay the CONTRACTOR, in current funds, for the performance of the work described in Exhibit "A", subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of:

Twenty Three Million, Nine Thousand, One Hundred Seventy Nine 0/100--- ($23,009,179.00)

said amount being the **Total Base Bid Amount** as listed on the CONTRACTOR's Official Bid Proposal Form that was submitted for this project.

ARTICLE 3. PROGRESS PAYMENTS

Based upon applications for payments submitted to TOWN'S Representative by the CONTRACTOR, and Certificates for Payment issued by the TOWN'S representative, the TOWN shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

3.1. Not later than ninety (90) calendar days following the approval of an Application for payment, TOWN will make payment to CONTRACTOR in an amount equal to ninety percent (90%) of that portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the TOWN.

3.1.1 At the discretion of the Project Manager and final authorization by the Public Works Director, once the project reaches 50% completion, the retainage shall be reduced to five percent (5%) of the total contract amount, provided the project is on schedule. At any time the project falls behind schedule, the TOWN retains the exclusive right to revert back to the original contract terms by withholding 10% retainage until the project is back on schedule or the project is completed.

3.2. Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the TOWN shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

The Term **"Contract Documents"** shall include this Contract; addenda; CONTRACTOR's Bid, except to the extent it conflicts with any other contractual provision; the Notice to Proceed, the Public Payment and Performance Bond(s); the Bid Package prepared and issued by the TOWN; the General Conditions; the Specifications and Drawings; any Special Conditions; all Written Amendments; Certificates of Insurance; Change Orders; and Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1. The CONTRACTOR shall commence work as required by the CONTRACT DOCUMENTS and as provided in the Official Notice to Proceed.

5.2. Substantial completion shall be achieved not later than the number of days specified in the Bid Proposal, unless the period for substantial completion is extended otherwise by the CONTRACT DOCUMENTS or by written agreement of the parties.

5.3. Final completion shall be achieved not later than the number of days specified in the Bid Proposal, unless the period for final completion is extended otherwise by the CONTRACT DOCUMENTS or by written agreement of the parties.

5.4. Time is of the essence in the performance of this Contract.

Liquidated Damages:

5.5. The TOWN and CONTRACTOR recognize that time is of the essence of this agreement and that the TOWN will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that Liquidated Damages will be assessed in the amount of **$500.00** per day for each calendar day that is beyond the substantial and final completion dates required by the CONTRACT DOCUMENTS.

The TOWN shall have the right to deduct all damages due from the final payment request as well as retainage.

Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the TOWN estimated at the time of executing the Contract. When the TOWN reasonably believes that substantial Completion will be inexcusably delayed, the TOWN shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the TOWN to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving substantial Completion, or any part thereof, for which the TOWN has withheld payment, the TOWN shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable as liquidated damages, less sums incurred by the Town resulting from CONTRACTOR's delay in achieving substantial completion.

The CONTRACTOR shall also be liable for any actual damages sustained by the TOWN after CONTRACTOR has achieved substantial completion for CONTRACTOR's failure to fully complete the Contract Documents. Actual damages may include, but not be limited to, costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity and overhead. The TOWN shall have the right to deduct all damages due from final payment request as well as retainage.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce TOWN to enter into this Agreement, CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, the areas of intended construction including surface and sub-surface conditions, and Federal, State and Local laws, ordinances, rules and regulation that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site which may affect cost, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations, tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examination, investigations, test, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given TOWN written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by TOWN is acceptable to CONTRACTOR.

ARTICLE 7. GENERAL CONDITIONS

7.1 RESPONSIBILITY OF THE CONTRACTOR.

7.1.1 PROSECUTION OF THE WORK.

The CONTRACTOR shall be responsible for the good condition of the Work until its release from its obligations. It shall bear all losses resulting to it on account of the amount or character of the Work, the character of the ground or existing underground installation being different from what it anticipated, or on account of the weather or the elements.

Information shown on the Drawings as to the location of the existing utilities has been prepared from the most reliable data available to the TOWN. This information is not guaranteed, however, and it shall be this CONTRACTOR's responsibility to determine the location, character and depth of existing utilities. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from CONTRACTOR's activities. The location of all overhead utilities shall be verified and the TOWN notified on any conflict which might occur. The CONTRACTOR shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as is required.

Caution shall be exercised by the CONTRACTOR in grading operations, as some existing underground utilities have a minimum cover. The CONTRACTOR shall be responsible for replacing any underground facility broken or dislocated during construction for which sufficient underground information has been shown on the plans.

ARTICLE 8. TERMINATION FOR CONVENIENCE

This Contract may be terminated by TOWN for its convenience upon thirty (30) days prior written notice to CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the date of such termination, an amount prorated in accordance with the work substantially performed under this Agreement. Such amount shall be paid by the TOWN after inspection of the work to determine the extent of performance under this Agreement, whether completed or in progress.

ARTICLE 9. PROJECT RECORDS

The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the Town to perform the services required under this Contract. Upon request from Town's custodian of public records, Contractor shall provide Town with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and maintain public records required by Town to perform the services required under the Contract.

If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with Town 's information technology systems. The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1. Final payment, constituting the entire unpaid balance of the Contract Price shall be paid by the TOWN to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. FMB: 013, has been approved by the TOWN.

10.2. Terms used in the Agreement which are defined in the General Conditions of the Contract (Part F) shall have the meaning designated in those conditions.

10.3. The TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4. This Agreement may not be assigned except with the written consent of the TOWN, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.

10.5. The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the TOWN and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgments of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the TOWN, excluding only the sole negligence of the TOWN. This provision shall also pertain to any claims brought against the TOWN by any employee of the CONTRACTOR, or SUBCONTRACTOR(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

10.6. This Agreement constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or oral.

10.7. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

10.8. No Amendments or changes to the terms or conditions of this agreement shall be valid unless in writing and signed by all parties.

10.9. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. All claims and/or dispute resolution concerning this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. Any litigation between the parties arising from this Agreement shall be conducted in Lee County, Florida. In the event of any litigation and/or binding arbitration arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.

10.10. TOWN reserves unto itself sole authority to execute and authorize the issuance of Change Orders, directives, or other documents to the CONTRACTOR which impact on or change the Contract Time or Price. These actions by the TOWN will be taken after due consideration of the recommendations and analysis of the TOWN's architect or consulting engineer, if applicable. This provision supersedes any other contradictory provisions in the Contract Documents.

10.11 Pursuant to existing laws and procedures in the State of Florida, and if approved and authorized by the TOWN's Council, any dispute arising out of or relating to any of the contract documents or this Agreement shall be submitted to binding arbitration in Lee County, Florida, before a single lawyer arbitrator having at least ten (10) years' experience in similar matters, and who is mutually acceptable to the parties, or approved as selected by the Lee County Court Mediation/ Arbitration Office. The parties shall equally divide the expenses of such arbitration, and the prevailing party in such arbitration shall be entitled to award of reasonable attorney fees and costs (exclusive of the actual cost of arbitration to be shared equally by the parties) incurred in the preparation for arbitration of such dispute and further such prevailing party shall also be entitled to reasonable attorney fees and costs incurred in any proceedings to enforce or compel its arbitration rights or obtain order(s) confirming such arbitration or award or any attorney fees or cost incurred in proceeding thereafter to enforce such rights in addition to the above and foregoing rights.

10.12 No provision in this contract shall be construed more strongly against either party or in a light less favorable to either party because of who drafted it as a method of contract interpretation.

ARTICLE 11. E-VERIFICATION

11.1. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

11.2. A contractor shall require each of its subcontractors to provide Contractor with an affidavit statin that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of the AGREEMENT.

11.3. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

11.4. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

11.5. A contractor terminated under the provisions of this section is not a breach of contract and may bot be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that the Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

11.6. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 12. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

12.1. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

In witness whereof, TOWN and CONTRACTOR have signed this agreement. One counterpart has been retained by the Town Clerk, one to the Project Sponsoring Department, and one part each has been delivered to the CONTRACTOR. All portions of the Contract Document have been signed or identified by TOWN and CONTRACTOR.

PART E
FMB:006 - AGREEMENT FORM
(8 of 9 Pages)

Signed, sealed, and delivered in the presence of:

(Secretary) Janna Dale

(Corporate Seal)

Andrew Sitework LLC.
(Correct Name of Business)

BY: _____
(Title) Ralph Andrew CEO

Date: 1/17/24

TOWN OF FORT MYERS BEACH COUNCIL
FORT MYERS BEACH, FLORIDA

ATTEST:

BY: _____
Town Clerk

Date: January 18, 2024

BY: _____
Town Manager

Date: January 18, 2024

APPROVED AS TO FORM

BY: _____
Town Attorney

PART E
FMB:006 - AGREEMENT FORM
(9 of 9 Pages)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 18 day of January, 2024 BETWEEN THE TOWN AND Andrew Sitework LLC., PROVIDER.

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

TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS

PART D
FMB:001 - OFFICIAL BID FORM
(3 of 17 Pages)

SCHEDULE OF VALUES TOWN OF FORT MYERS BEACH
TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS – GROUP A

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
Contractor shall provide accurate pricing for all bid items listed.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	Tier 1 Side Streets Water and Stormwater Improvements – Group A [Estrellita Drive, Bahia Via, Williams Drive, Minimum Improvements]				
	General				
1	Mobilization/Demobilization	1	LS	$159,534.00	$ 159,534.00
2	General Requirements, Bonds, Permits	1	LS	$268,568.00	$ 268,568.00
3	Indemnification	1	LS	$1,000.00	$1,000.00
4	Pre- and Post-Construction Video	1	LS	$7,062.00	$ 7,062.00
5	Locate Utilities in Advance of Construction	1	LS	$45,350.00	$ 45,350.00
6	Survey & Layout and As-Built Survey	1	LS	$47,080.00	$ 47,080.00
7	Maintenance of Traffic	1	LS	$151,851.00	$ 151,851.00
8	Erosion and Sediment Control	1	LS	$153,526.00	$ 153,526.00
9	Replace Asphalt Pavement (Full Depth)	1,930	SY	$79.80	$ 154,014.00
10	Mill Existing Asphalt Pavement	5,438	SY	$4.20	$ 22,839.60
11	Asphalt Pavement (SP-12.5)	746	TN	$200.10	$ 149,274.60
12	Remove and Replace Concrete Curb/Gutter and Driveway	5,860	SF	$18.30	$ 107,238.00
13	Removed and Replace Pavers Driveway	5,117	SF	$24.00	$ 122,808.00
14	Remove & Replace Asphalt Driveway	768	SF	$32.00	$ 24,576.00
15	Remove & Replace Unpaved Driveway	8,238	SF	$5.05	$ 41,601.90
16	Clear and Grub	1	LS	$162,217.00	$ 162,217.00
17	Restoration	3,612	LF	$19.50	$ 70,434.00
18	Contingency Allowance	1	ALL	$285,000.00	$285,000.00
	Water Distribution				
19	Furnish and Install 8" C900 DR-14 PVC WM	3,524	LF	$92.00	$ 324,208.00
20	Furnish and Install 6" C900 DR-14 PVC WM	88	LF	$128.00	$ 11,264.00
21	Connection to Existing 8" Water Main	3	EA	$3,970.00	$ 11,910.00
22	Connection to Existing 6" Water Main	0	EA		
23	Reconnect/Install New Water Meters	77	EA	$471.00	$ 36,267.00
24	1" Water Service (Short)	51	EA	$1,626.00	$ 82,926.00
25	1" Water Service (Long with Road Crossing)	25	EA	$2,158.00	$ 53,950.00
26	6" Wet Tap and Valve Assembly	0	EA		
27	8" Wet Tap and Valve Assembly	0	EA		

TOWN of FORT MYERS BEACH BID NO. ITB-23-18-UT

Item No.	Description	Quantity	Unit	Unit Price	Total Price
28	10" Wet Tap and Valve Assembly	0	EA		
29	12" Wet Tap and Valve Assembly	0	EA		
30	16" Wet Tap and Valve Assembly	0	EA		
31	8" x 8" Tee/Wye	2	EA	$1,842.00	$ 3,684.00
32	8" x 6" Tee/Wye	0	EA		
33	8" x 6" Reducer	2	EA	$1,257.00	$ 2,514.00
34	8" x 8" Reducer	0	EA		
35	8"x10" Reducer	0	EA		
36	8" Cap	0	EA		
37	6" Cap	2	EA	$770.00	$ 1,540.00
38	8" Vertical Deflection	4	EA	$5,702.00	$ 22,808.00
39	8" Horizontal Deflection	4	EA	$3,741.00	$ 14,964.00
40	8" Gate Valve with Valve Box Assembly	4	EA	$3,412.00	$ 13,648.00
41	6" Gate Valve with Valve Box Assembly	0	EA		
42	Fire Hydrant Assemblies	8	EA	$8,682.00	$ 69,456.00
43	Blowoff	0	EA		
44	Grout and Abandon Existing 16" Water Main	0	LF		
45	Grout and Abandon Existing 12" Water Main	0	LF		
46	Grout and Abandon Existing 8" Water Main	0	LF		
47	Grout and Abandon Existing 6" Water Main	0	LF		
48	Grout and Abandon Existing 3" Water Main	0	LF		
49	Grout and Abandon Existing 2" Water Main	0	LF		
	Stormwater				
50	Tie into Existing Inlet (New pipe into existing structure)	3	EA	$4,250.00	$ 12,750.00
51	Clean Existing SD	2,076	LF	$4.00	$ 8,304.00
52	Clean Existing Inlet	12	EA	$850.00	$ 10,200.00
53	12" SD Cross Drain	0	LF		
54	15" SD Cross Drain	69	LF	$139.00	$ 9,591.00
55	18" SD Cross Drain	61	LF	$167.00	$ 10,187.00
56	24" SD Cross Drain	821	LF	$170.00	$ 139,570.00
57	30" SD Cross Drain	0	LF		
58	6" SD Side Drain	5	LF	$515.00	$ 2,575.00
59	12" SD Side Drain	9	LF	$356.00	$ 3,204.00
60	12"x18" SD Side Drain	139	LF	$176.00	$ 24,464.00
61	15" SD Side Drain	42	LF	$166.00	$ 6,972.00
62	18" SD Side Drain	47	LF	$166.00	$ 7,802.00
63	24" SD Side Drain	980	LF	$194.25	$ 190,365.00
64	Concrete Collar	20	EA	$1,720.00	$ 34,400.00
65	Type "C" Drainage Inlet	7	EA	$5,434.00	$ 38,038.00
66	Type "D" Drainage Inlet	0	EA		
67	Type "E" Drainage Inlet	29	EA	$7,257.00	$ 210,453.00
68	Grate Inlet Skimmer	5	EA	$4,558.00	$ 22,790.00
69	Storm Manhole	0	EA		
70	Yard Drain	1	EA	$1,875.10	$ 1,875.10
71	Mitered End Section	4	EA	$4,180.00	$ 16,720.00
72	Baffle Box (Pipe Diameters 18" or Less)	6	EA	$59,100.00	$ 354,600.00

TOWN of FORT MYERS BEACH BID NO. ITB-23-18-UT

Item No.	Description	Quantity	Unit	Unit Price	Total Price
73	Baffle Box (Pipe Diameters 24" and 30")	5	EA	$80,115.00	$ 400,575.00
74	Seawall Replacement/Installation	42	LF	$2,943.00	$ 123,606.00
75	Duckbill Backflow Prevention Valve	8	EA	$12,978.00	$ 103,824.00
76	In-Line Backflow Prevention Valve	8	EA	$8,603.00	$ 68,824.00
77	Swale Grading & Restoration	0	LF		
78	Rip Rap	35	TN	$249.00	$ 8,715.00
79	Dewatering	1	LS	$301,638.00	$ 301,638.00
	Williams Drive Stormwater Improvements (Separated for the Town's convenience, unit price to match above)				
80	Mill Existing Asphalt Pavement	4,189	SY	$4.20	$ 17,593.80
81	Asphalt Pavement (SP-12.5)	525	TN	$189.00	$ 99,225.00
82	Remove and Replace Concrete Curb/Gutter and Driveway	831	SF	$23.00	$ 19,113.00
83	Removed and Replace Pavers Driveway	600	SF	$24.00	$ 14,400.00
84	Remove & Replace Asphalt Driveway	1,418	SF	$21.00	$ 29,778.00
85	Remove & Replace Unpaved Driveway	1,882	SF	$7.00	$ 13,174.00
86	Clear and Grub	1	LS	$31,803.00	$ 31,803.00
87	15" SD Cross Drain	102	LF	$138.00	$ 14,076.00
88	24" SD Cross Drain	120	LF	$174.00	$ 20,880.00
89	24" SD Side Drain	1,143	LF	$212.00	$ 242,316.00
90	Type "C" Drainage Inlet	3	EA	$5,390.00	$ 16,170.00
91	Type "E" Drainage Inlet	12	EA	$6,880.00	$ 82,560.00
92	Yard Drain	2	EA	$2,500.00	$ 5,000.00
93	Baffle Box (Pipe Diameters 24" and 30")	2	EA	$80,400.00	$ 160,800.00
94	Seawall Replacement/Installation	11	LF	$2,943.00	$ 32,373.00
95	Duckbill Backflow Prevention Valve	3	EA	$13,107.00	$ 39,321.00
96	Swale Grading & Restoration	378	LF	$22.00	$ 8,316.00
97	Rip Rap	24	TN	$255.00	$ 6,120.00
	Sanitary Sewer				
98	Conflict Manhole	3	EA	$10,300.00	$ 30,900.00
99	4" Sewer Service Lateral (Without Cleanout)	23	EA	$1,800.00	$ 41,400.00
100	Adjust Manhole Frame and Cover	16	EA	$1,520.00	$ 24,320.00
101	Cleanouts Complete	23	EA	$851.00	$ 19,573.00

TOTAL BASE BID – GROUP A

Five Million Seven hundred Four Thousand Three Hundred Sixty-Seven dollars & Zero Cents (In Words)

$ 5,704,367.00 (In Figures)

Bid items shall follow section 01026 of the project Technical Specifications.

Detail for steel sheet piling at outfalls is not included. All new seawall installations are bid as concrete seawall panels with tie-backs. All existing seawall refurbishments are bid as vinyl seawall panels.

PART D
FMB:001 - OFFICIAL BID FORM
(6 of 17 Pages)

SCHEDULE OF VALUES TOWN OF FORT MYERS BEACH
TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS – GROUP B

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
Contractor shall provide accurate pricing for all bid items listed.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	Tier 1 Side Streets Water and Stormwater Improvements – Group B [Albatross, Fairview, Clearview, Sunview, Palmview]				
	General				
1	Mobilization/Demobilization	1	LS	$163,290.00	$ 163,290.00
2	General Requirements, Bonds, Permits	1	LS	$276,469.00	$ 276,469.00
3	Indemnification	1	LS	$1,000.00	$1,000.00
4	Pre- and Post-Construction Video	1	LS	$18,832.00	$ 18,832.00
5	Locate Utilities in Advance of Construction	1	LS	$45,585.00	$ 45,585.00
6	Survey & Layout and As-Built Survey	1	LS	$111,815.00	$ 111,815.00
7	Maintenance of Traffic	1	LS	$171,980.00	$ 171,980.00
8	Erosion and Sediment Control	1	LS	$127,041.00	$ 127,041.00
9	Replace Asphalt Pavement (Full Depth)	3,158	SY	$77.00	$ 243,166.00
10	Mill Existing Asphalt Pavement	20,096	SY	$4.20	$ 84,403.20
11	Asphalt Pavement (SP-12.5)	2,509	TN	$186.00	$ 466,674.00
12	Remove and Replace Concrete Curb/Gutter	14,505	SF	$21.22	$ 307,796.10
13	Removed and Replace Pavers Driveway	10,978	SF	$18.05	$ 198,152.90
14	Remove & Replace Asphalt Driveway	0	SF		
15	Remove & Replace Unpaved Driveway	1,172	SF	$6.00	$ 7,032.00
16	Clear and Grub	1	LS	$190,361.00	$ 190,361.00
17	Restoration	7,175	LF	$17.00	$ 121,975.00
18	Contingency Allowance	1	ALL	$200,000.00	$200,000.00
	Water Distribution				
19	Furnish and Install 8" C900 DR-14 PVC WM	7,175	LF	$83.00	$ 595,525.00
20	Furnish and Install 6" C900 DR-14 PVC WM	100	LF	$67.00	$ 6,700.00
21	Connection to Existing 8" Water Main	2	EA	$4,206.00	$ 8,412.00
22	Connection to Existing 6" Water Main	0	EA		
23	Reconnect/Install New Water Meters	141	EA	$471.00	$ 66,411.00
24	1" Water Service (Short)	81	EA	$1,600.00	$ 129,600.00
25	1" Water Service (Long with Road Crossing)	60	EA	$2,123.00	$ 127,380.00
26	6" Wet Tap and Valve Assembly	0	EA		
27	8" Wet Tap and Valve Assembly	0	EA		

EXHIBIT A

TOWN of FORT MYERS BEACH BID NO. ITB-23-18-UT

Item No.	Description	Quantity	Unit	Unit Price	Total Price
28	10" Wet Tap and Valve Assembly	0	EA		
29	12" Wet Tap and Valve Assembly	0	EA		
30	16" Wet Tap and Valve Assembly	0	EA		
31	8" x 8" Tee/Wye	6	EA	$1,520.00	$ 9,120.00
32	8" x 6" Tee/Wye	0	EA		
33	8" x 6" Reducer	0	EA		
34	8" x 8" Reducer	0	EA		
35	8"x10" Reducer	0	EA		
36	8" Cap	4	EA	$850.00	$ 3,400.00
37	6" Cap	0	EA		
38	8" Vertical Deflection	7	EA	$5,531.00	$ 38,717.00
39	8" Horizontal Deflection	9	EA	$3,520.00	$ 31,680.00
40	8" Gate Valve with Valve Box Assembly	3	EA	$3,680.00	$ 11,040.00
41	6" Gate Valve with Valve Box Assembly	2	EA	$2,500.00	$ 5,000.00
42	Fire Hydrant Assemblies	9	EA	$8,731.00	$ 78,579.00
43	Blowoff	2	EA	$3,148.00	$ 6,296.00
44	Grout and Abandon Existing 16" Water Main	0	LF		
45	Grout and Abandon Existing 12" Water Main	0	LF		
46	Grout and Abandon Existing 8" Water Main	0	LF		
47	Grout and Abandon Existing 6" Water Main	0	LF		
48	Grout and Abandon Existing 3" Water Main	0	LF		
49	Grout and Abandon Existing 2" Water Main	0	EA		
	Stormwater				
50	Tie into Existing Inlet (New pipe into existing structure)	6	EA	$4,192.00	$ 25,152.00
51	Clean Existing SD	1,068	LF	$8.50	$ 9,078.00
52	Clean Existing Inlet	11	EA	$990.00	$ 10,890.00
53	12" SD Cross Drain	0	LF		
54	15" SD Cross Drain	192	LF	$134.00	$ 25,728.00
55	18" SD Cross Drain	0	LF		
56	24" SD Cross Drain	353	LF	$173.00	$ 61,069.00
57	30" SD Cross Drain	0	LF		
58	6" SD Side Drain	0	LF		
59	12" SD Side Drain	0	LF		
60	12"x18" SD Side Drain	20	LF	$184.00	$ 3,680.00
61	15" SD Side Drain	1,339	LF	$141.00	$ 188,799.00
62	18" SD Side Drain	141	LF	$159.00	$ 22,419.00
63	24" SD Side Drain	748	LF	$190.00	$ 142,120.00
64	Concrete Collar	10	EA	$1,800.00	$ 18,000.00
65	Type "C" Drainage Inlet	16	EA	$5,320.00	$ 85,120.00
66	Type "D" Drainage Inlet	1	EA	$7,200.00	$ 7,200.00
67	Type "E" Drainage Inlet	16	EA	$7,100.00	$ 113,600.00
68	Grate Inlet Skimmer	4	EA	$5,600.00	$ 22,400.00
69	Storm Manhole	0	EA		
70	Yard Drain	0	EA		
71	Mitered End Section	0	EA		
72	Baffle Box (Pipe Diameters 18" or Less)	9	EA	$58,400.00	$ 525,600.00

TOWN of FORT MYERS BEACH BID NO. ITB-23-18-UT

Item No.	Description	Quantity	Unit	Unit Price	Total Price
73	Baffle Box (Pipe Diameters 24" and 30")	2	EA	$80,000.00	$ 160,000.00
74	Seawall Replacement/Installation	32	LF	$2,950.00	$ 94,400.00
75	Duckbill Backflow Prevention Valve	10	EA	$9,205.00	$ 92,050.00
76	In-Line Backflow Prevention Valve	3	EA	$9,430.00	$ 28,290.00
77	Swale Grading & Restoration	0	LF		
78	Rip Rap	0	TN		
79	Dewatering	1	LS	$321,680.80	$ 321,680.80
	Williams Drive Stormwater Improvements (Separated for the Town's convenience, unit price to match above)				
80	Mill Existing Asphalt Pavement	0	SY		
81	Asphalt Pavement (SP-12.5)	0	TN		
82	Remove and Replace Concrete Curb/Gutter and Driveway	0	SF		
83	Removed and Replace Pavers Driveway	0	SF		
84	Remove & Replace Asphalt Driveway	0	SF		
85	Remove & Replace Unpaved Driveway	0	SF		
86	Clear and Grub	0	LS		
87	15" SD Cross Drain	0	LF		
88	24" SD Cross Drain	0	LF		
89	24" SD Side Drain	0	LF		
90	Type "C" Drainage Inlet	0	EA		
91	Type "E" Drainage Inlet	0	EA		
92	Yard Drain	0	EA		
93	Baffle Box (Pipe Diameters 24" and 30")	0	EA		
94	Seawall Replacement/Installation	0	LF		
95	Duckbill Backflow Prevention Valve	0	EA		
96	Swale Grading & Restoration	0	LF		
97	Rip Rap	0	TN		
	Sanitary Sewer				
98	Conflict Manhole	0	EA		
99	4" Sewer Service Lateral (Without Cleanout)	25	EA	$1,700.00	$ 42,500.00
100	Adjust Manhole Frame and Cover	20	EA	$1,520.00	$ 30,400.00
101	Cleanouts Complete	25	EA	$851.00	$ 21,275.00

TOTAL BASE BID – GROUP B

Five Million Nine Hundred Four Thousand Eight Hundred Eighty-Three Dollars & Zero Cents (In Words)

$ 5,904,883.00 (In Figures)

Bid items shall follow section 01026 of the project Technical Specifications.

Detail for steel sheet piling at outfalls is not included. All new seawall installations are bid as concrete
seawall panels with tie-backs. All existing seawall refurbishments are bid as vinyl seawall panels.

PART D
FMB:001 - OFFICIAL BID FORM
(9 of 17 Pages)

SCHEDULE OF VALUES TOWN OF FORT MYERS BEACH
TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS – GROUP C

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
Contractor shall provide accurate pricing for all bid items listed.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	Tier 1 Side Streets Water and Stormwater Improvements – Group C [Shell Mound, Madison, Andre Mar, Mandalay, Gulfview]				
	General				
1	Mobilization/Demobilization	1	LS	$164,000.00	$ 164,000.00
2	General Requirements, Bonds, Permits	1	LS	$356,508.00	$ 356,508.00
3	Indemnification	1	LS	$1,000.00	$1,000.00
4	Pre- and Post-Construction Video	1	LS	$21,186.00	$ 21,186.00
5	Locate Utilities in Advance of Construction	1	LS	$45,585.00	$ 45,585.00
6	Survey & Layout and As-Built Survey	1	LS	$113,581.00	$ 113,581.00
7	Maintenance of Traffic	1	LS	$194,458.00	$ 194,458.00
8	Erosion and Sediment Control	1	LS	$170,046.00	$ 170,046.00
9	Replace Asphalt Pavement (Full Depth)	3,886	SY	$70.00	$ 272,020.00
10	Mill Existing Asphalt Pavement	13,430	SY	$5.50	$ 73,865.00
11	Asphalt Pavement (SP-12.5)	1,904	TN	$216.00	$ 411,264.00
12	Remove and Replace Concrete Curb/Gutter	14,715	SF	$19.40	$ 285,471.00
13	Removed and Replace Pavers Driveway	7,449	SF	$16.00	$ 119,184.00
14	Remove & Replace Asphalt Driveway	2,017	SF	$17.00	$ 34,289.00
15	Remove & Replace Unpaved Driveway	13,645	SF	$5.00	$ 68,225.00
16	Clear and Grub	1	LS	$103,830.00	$ 103,830.00
17	Restoration	6,035	LF	$12.00	$ 72,420.00
18	Contingency Allowance	1	ALL	$200,000.00	$200,000.00
	Water Distribution				
19	Furnish and Install 8" C900 DR-14 PVC WM	6,035	LF	$89.00	$ 537,115.00
20	Furnish and Install 6" C900 DR-14 PVC WM	100	LF	$67.00	$ 6,700.00
21	Connection to Existing 8" Water Main	7	EA	$4,356.00	$ 30,492.00
22	Connection to Existing 6" Water Main	0	EA		
23	Reconnect/Install New Water Meters	143	EA	$471.00	$ 67,353.00
24	1" Water Service (Short)	72	EA	$1,600.00	$ 115,200.00
25	1" Water Service (Long with Road Crossing)	70	EA	$2,123.00	$ 148,610.00
26	6" Wet Tap and Valve Assembly	6	EA	$6,980.00	$ 41,880.00
27	8" Wet Tap and Valve Assembly	0	EA		

EXHIBIT A

TOWN of FORT MYERS BEACH BID NO. ITB-23-18-UT

Item No.	Description	Quantity	Unit	Unit Price	Total Price
28	10" Wet Tap and Valve Assembly	0	EA		
29	12" Wet Tap and Valve Assembly	0	EA		
30	16" Wet Tap and Valve Assembly	0	EA		
31	8" x 8" Tee/Wye	10	EA	$2,100.00	$ 21,000.00
32	8" x 6" Tee/Wye	5	EA	$1,530.00	$ 7,650.00
33	8" x 6" Reducer	2	EA	$1,260.00	$ 2,520.00
34	8" x 8" Reducer	0	EA		
35	8"x10" Reducer	2	EA	$1,432.00	$ 2,864.00
36	8" Cap	7	EA	$806.00	$ 5,642.00
37	6" Cap	0	EA		
38	8" Vertical Deflection	17	EA	$5,000.00	$ 85,000.00
39	8" Horizontal Deflection	12	EA	$3,520.00	$ 42,240.00
40	8" Gate Valve with Valve Box Assembly	15	EA	$3,634.00	$ 54,510.00
41	6" Gate Valve with Valve Box Assembly	5	EA	$2,500.00	$ 12,500.00
42	Fire Hydrant Assemblies	12	EA	$8,617.00	$ 103,404.00
43	Blowoff	3	EA	$2,515.00	$ 7,545.00
44	Grout and Abandon Existing 16" Water Main	0	LF		
45	Grout and Abandon Existing 12" Water Main	0	LF		
46	Grout and Abandon Existing 8" Water Main	0	LF		
47	Grout and Abandon Existing 6" Water Main	0	LF		
48	Grout and Abandon Existing 3" Water Main	0	LF		
49	Grout and Abandon Existing 2" Water Main	0	EA		
	Stormwater				
50	Tie into Existing Inlet (New pipe into existing structure)	2	EA	$4,014.00	$ 8,028.00
51	Clean Existing SD	539	LF	$8.00	$ 4,312.00
52	Clean Existing Inlet	5	EA	$1,035.00	$ 5,175.00
53	12" SD Cross Drain	0	LF		
54	15" SD Cross Drain	614	LF	$148.00	$ 90,872.00
55	18" SD Cross Drain	84	LF	$161.00	$ 13,524.00
56	24" SD Cross Drain	379	LF	$175.00	$ 66,325.00
57	30" SD Cross Drain	35	LF	$357.00	$ 12,495.00
58	6" SD Side Drain	0	LF		
59	12" SD Side Drain	0	LF		
60	12"x18" SD Side Drain	0	LF		
61	15" SD Side Drain	0	LF		
62	18" SD Side Drain	1,097	LF	$168.00	$ 184,296.00
63	24" SD Side Drain	3,144	LF	$191.00	$ 600,504.00
64	Concrete Collar	0	EA		
65	Type "C" Drainage Inlet	21	EA	$5,434.00	$ 114,114.00
66	Type "D" Drainage Inlet	2	EA	$7,665.00	$ 15,330.00
67	Type "E" Drainage Inlet	38	EA	$6,860.00	$ 260,680.00
68	Grate Inlet Skimmer	0	EA	$10,000.00	$0.00
69	Storm Manhole	1	EA	$6,335.00	$ 6,335.00
70	Yard Drain	0	EA		
71	Mitered End Section	0	EA		
72	Baffle Box (Pipe Diameters 18" or Less)	2	EA	$58,100.00	$ 116,200.00

TOWN of FORT MYERS BEACH BID NO. ITB-23-18-UT

Item No.	Description	Quantity	Unit	Unit Price	Total Price
73	Baffle Box (Pipe Diameters 24" and 30")	6	EA	$79,000.00	$ 474,000.00
74	Seawall Replacement/Installation	53	LF	$2,950.00	$ 156,350.00
75	Duckbill Backflow Prevention Valve	7	EA	$10,913.00	$ 76,391.00
76	In-Line Backflow Prevention Valve	0	EA		
77	Swale Grading & Restoration	4,745	LF	$13.00	$ 61,685.00
78	Rip Rap	59	TN	$250.00	$ 14,750.00
79	Dewatering	1	LS	$456,884.00	$ 456,884.00
	Williams Drive Stormwater Improvements (Separated for the Town's convenience, unit price to match above)				
80	Mill Existing Asphalt Pavement	0	SY		
81	Asphalt Pavement (SP-12.5)	0	TN		
82	Remove and Replace Concrete Curb/Gutter	0	SF		
83	Removed and Replace Pavers Driveway	0	SF		
84	Remove & Replace Asphalt Driveway	0	SF		
85	Remove & Replace Unpaved Driveway	0	SF		
86	Clear and Grub	0	LS		
87	15" SD Cross Drain	0	LF		
88	24" SD Cross Drain	0	LF		
89	24" SD Side Drain	0	LF		
90	Type "C" Drainage Inlet	0	EA		
91	Type "E" Drainage Inlet	0	EA		
92	Yard Drain	0	EA		
93	Baffle Box (Pipe Diameters 24" and 30")	0	EA		
94	Seawall Replacement/Installation	0	LF		
95	Duckbill Backflow Prevention Valve	0	EA		
96	Swale Grading & Restoration	0	LF		
97	Rip Rap	0	TN		
	Sanitary Sewer				
98	Conflict Manhole	4	EA	$10,800.00	$ 43,200.00
99	4" Sewer Service Lateral (Without Cleanout)	54	EA	$1,731.00	$ 93,474.00
100	Adjust Manhole Frame and Cover	23	EA	$1,520.00	$ 34,960.00
101	Cleanouts Complete	54	EA	$851.00	$ 45,954.00

TOTAL BASE BID – GROUP C

Six Million Nine Hundred Fifty-Four Thousand Nine Hundred Ninety-Five Dollars & Zero Cents
(In Words)

$ 6,954,995.00
(In Figures)

Bid items shall follow section 01026 of the project Technical Specifications.

Detail for steel sheet piling at outfalls is not included. All new seawall installations are bid as concrete seawall panels with tie-backs. All existing seawall refurbishments are bid as vinyl seawall panels.

PART D
FMB:001 - OFFICIAL BID FORM
(12 of 17 Pages)

SCHEDULE OF VALUES TOWN OF FORT MYERS BEACH
TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS – GROUP D

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.
Contractor shall provide accurate pricing for all bid items listed.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	Tier 1 Side Streets Water and Stormwater Improvements – Group D [Mid Island, Bayland, Seminole, Sterling, Pepita]				
	General				
1	Mobilization/Demobilization	1	LS	$163,290.00	$ 163,290.00
2	General Requirements, Bonds, Permits	1	LS	$218,610.00	$ 218,610.00
3	Indemnification	1	LS	$1,000.00	$1,000.00
4	Pre- and Post-Construction Video	1	LS	$16,478.00	$ 16,478.00
5	Locate Utilities in Advance of Construction	1	LS	$45,585.00	$ 45,585.00
6	Survey & Layout and As-Built Survey	1	LS	$100,045.00	$ 100,045.00
7	Maintenance of Traffic	1	LS	$129,723.00	$ 129,723.00
8	Erosion and Sediment Control	1	LS	$83,091.00	$ 83,091.00
9	Replace Asphalt Pavement (Full Depth)	1,702	SY	$95.00	$ 161,690.00
10	Mill Existing Asphalt Pavement	7,819	SY	$6.50	$ 50,823.50
11	Asphalt Pavement (SP-12.5)	1,047	TN	$238.00	$ 249,186.00
12	Remove and Replace Concrete Curb/Gutter and Driveway	12,536	SF	$19.00	$ 238,184.00
13	Removed and Replace Pavers Driveway	6,279	SF	$18.00	$ 113,022.00
14	Remove & Replace Asphalt Driveway	1,993	SF	$15.00	$ 29,895.00
15	Remove & Replace Unpaved Driveway	13,319	SF	$2.00	$ 26,638.00
16	Clear and Grub	1	LS	$89,756.00	$ 89,756.00
17	Restoration	4,061	LF	$17.00	$ 69,037.00
18	Contingency Allowance	1	ALL	$200,000.00	$200,000.00
	Water Distribution				
19	Furnish and Install 8" C900 DR-14 PVC WM	4,061	LF	$87.00	$ 353,307.00
20	Furnish and Install 6" C900 DR-14 PVC WM	100	LF	$70.00	$ 7,000.00
21	Connection to Existing 8" Water Main	5	EA	$3,971.00	$ 19,855.00
22	Connection to Existing 6" Water Main	2	EA	$3,824.00	$ 7,648.00
23	Reconnect/Install New Water Meters	77	EA	$471.00	$ 36,267.00
24	1" Water Service (Short)	40	EA	$1,600.00	$ 64,000.00
25	1" Water Service (Long with Road Crossing)	37	EA	$2,125.00	$ 78,625.00
26	6" Wet Tap and Valve Assembly	4	EA	$7,249.00	$ 28,996.00
27	8" Wet Tap and Valve Assembly	0	EA		

TOWN of FORT MYERS BEACH BID NO. ITB-23-18-UT

Item No.	Description	Quantity	Unit	Unit Price	Total Price
28	10" Wet Tap and Valve Assembly	0	EA		
29	12" Wet Tap and Valve Assembly	0	EA		
30	16" Wet Tap and Valve Assembly	0	EA		
31	8" x 8" Tee/Wye	5	EA	$1,841.00	$ 9,205.00
32	8" x 6" Tee/Wye	4	EA	$1,527.00	$ 6,108.00
33	8" x 6" Reducer	0	EA		
34	8" x 8" Reducer	0	EA		
35	8"x10" Reducer	0	EA		
36	8" Cap	6	EA	$752.00	$ 4,512.00
37	6" Cap	0	EA		
38	8" Vertical Deflection	6	EA	$5,000.00	$ 30,000.00
39	8" Horizontal Deflection	4	EA	$3,000.00	$ 12,000.00
40	8" Gate Valve with Valve Box Assembly	12	EA	$3,412.00	$ 40,944.00
41	6" Gate Valve with Valve Box Assembly	4	EA	$2,483.00	$ 9,932.00
42	Fire Hydrant Assemblies	8	EA	$8,893.00	$ 71,144.00
43	Blowoff	2	EA	$2,850.00	$ 5,700.00
44	Grout and Abandon Existing 16" Water Main	0	LF		
45	Grout and Abandon Existing 12" Water Main	0	LF		
46	Grout and Abandon Existing 8" Water Main	0	LF		
47	Grout and Abandon Existing 6" Water Main	0	LF		
48	Grout and Abandon Existing 3" Water Main	0	LF		
49	Grout and Abandon Existing 2" Water Main	0	EA		
	Stormwater				
50	Tie into Existing Inlet (New pipe into existing structure)	0	EA		
51	Clean Existing SD	1,719	LF	$5.00	$ 8,595.00
52	Clean Existing Inlet	13	EA	$475.00	$ 6,175.00
53	12" SD Cross Drain	38	LF	$102.00	$ 3,876.00
54	15" SD Cross Drain	76	LF	$104.00	$ 7,904.00
55	18" SD Cross Drain	125	LF	$112.00	$ 14,000.00
56	24" SD Cross Drain	593	LF	$170.00	$ 100,810.00
57	30" SD Cross Drain	0	LF		
58	6" SD Side Drain	0	LF		
59	12" SD Side Drain	0	LF		
60	12"x18" SD Side Drain	0	LF		
61	15" SD Side Drain	124	LF	$165.00	$ 20,460.00
62	18" SD Side Drain	351	LF	$190.00	$ 66,690.00
63	24" SD Side Drain	1,289	LF	$187.00	$ 241,043.00
64	Concrete Collar	7	EA	$2,350.00	$ 16,450.00
65	Type "C" Drainage Inlet	3	EA	$5,806.00	$ 17,418.00
66	Type "D" Drainage Inlet	0	EA		
67	Type "E" Drainage Inlet	33	EA	$7,454.00	$ 245,982.00
68	Grate Inlet Skimmer	0	EA		
69	Storm Manhole	0	EA		
70	Yard Drain	2	EA	$2,035.00	$ 4,070.00
71	Mitered End Section	0	EA		
72	Baffle Box (Pipe Diameters 18" or Less)	1	EA	$58,250.50	$ 58,250.50

TOWN of FORT MYERS BEACH BID NO. ITB-23-18-UT

Item No.	Description	Quantity	Unit	Unit Price	Total Price
73	Baffle Box (Pipe Diameters 24" and 30")	4	EA	$80,000.00	$ 320,000.00
74	Seawall Replacement/Installation	32	LF	$2,950.00	$ 94,400.00
75	Duckbill Backflow Prevention Valve	5	EA	$10,371.00	$ 51,855.00
76	In-Line Backflow Prevention Valve	1	EA	$14,000.00	$ 14,000.00
77	Swale Grading & Restoration	820	LF	$20.00	$ 16,400.00
78	Rip Rap	35	TN	$270.00	$ 9,450.00
79	Dewatering	1	LS	$276,171.00	$ 276,171.00
	Williams Drive Stormwater Improvements (Separated for the Town's convenience, unit price to match above)				
80	Mill Existing Asphalt Pavement	0	SY		
81	Asphalt Pavement (SP-12.5)	0	TN		
82	Remove and Replace Concrete Curb/Gutter	0	SF		
83	Removed and Replace Pavers Driveway	0	SF		
84	Remove & Replace Asphalt Driveway	0	SF		
85	Remove & Replace Unpaved Driveway	0	SF		
86	Clear and Grub	0	LS		
87	15" SD Cross Drain	0	LF		
88	24" SD Cross Drain	0	LF		
89	24" SD Side Drain	0	LF		
90	Type "C" Drainage Inlet	0	EA		
91	Type "E" Drainage Inlet	0	EA		
92	Yard Drain	0	EA		
93	Baffle Box (Pipe Diameters 24" and 30")	0	EA		
94	Seawall Replacement/Installation	0	LF		
95	Duckbill Backflow Prevention Valve	0	EA		
96	Swale Grading & Restoration	0	LF		
97	Rip Rap	0	TN		
	Sanitary Sewer				
98	Conflict Manhole	0	EA		
99	4" Sewer Service Lateral (Without Cleanout)	18	EA	$1,800.00	$ 32,400.00
100	Adjust Manhole Frame and Cover	21	EA	$1,520.00	$ 31,920.00
101	Cleanouts Complete	18	EA	$851.00	$ 15,318.00

TOTAL BASE BID – GROUP D

Four Million Four Hundred Forty-Four Thousand Nine Hundred Thirty-Four Dollars & Zero Cents (In Words)

$ 4,444,934.00 (In Figures)

Bid items shall follow section 01026 of the project Technical Specifications.

Detail for steel sheet piling at outfalls is not included. All new seawall installations are bid as concrete seawall panels with tie-backs. All existing seawall refurbishments are bid as vinyl seawall panels.

RESOLUTION NUMBER 2025-121

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER #1 TO CONTRACT ITB-23-18-UT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANDREW SITEWORK LLC. TO ADD ADDITIONAL WATER AND STORMWATER IMPROVEMENTS NEEDED ALONG GULF ISLAND DRIVE, BAYSIDE ROAD, CORAL ROAD, DOLPHINE LANE AND COQUINA ROAD; APPROVING AN INCREASE TO THE PROJECT COST IN THE AMOUNT OF $757,545.41 TO COMPLETE THESE ADDITONAL IMPROVEMENTS; 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 is committed to completing necessary water and stormwater system improvements for the Town residents, businesses, and visitors; and

WHEREAS, the Town Council approved Contract ITB-23-18-UT with Andrew Sitework LLC. for $23,009,179.00 to construct the Tier 1 Water and Stormwater Improvements Project; and

WHEREAS, it is in the best interest of the Town to approve the requested Change Order #1 of Contract ITB-23-18-UT to increase the contract amount by $757,545.41 to continue water and stormwater improvements along Gulf Island Drive, Bayside Road, Coral Road, Dolphin Land and Coquina Road.

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 Change Order #1 of Contract ITB-23-18-UT between the Town of Fort Myers Beach and Andrew Sitework LLC, increasing the contract amount by $757,545.41. A copy of Change Order #1 of Contract ITB-23-18-UT is attached hereto as Attachment “A”.

Section 3. The Town Manager is authorized to execute the Change Order.

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

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Council Member	Aye
Scott Safford, Council Member	Aye
Karen Woodson, Council Member	Aye

ADOPTED this 5th day of May 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers
Dan Allers (May 21, 2025 13:21 EDT)

Dan Allers, Mayor

ATTEST:

Amy Baker (May 21, 2025 14:44 EDT)

Amy Baker, Town Clerk

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

Nancy Stuparich
Nancy Stuparich (May 21, 2025 22:35 EDT)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 20th day of May 2025.

CONSTRUCTION CONTRACT - CHANGE ORDER

No.: 1

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under $25,000, approval by the Town Council for expenditures over $25,000).

CONTRACT/PROJECT NAME: TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS

CONTRACTOR: Andrew Sitework, LLC PROJECT NO.: ITB-23-18-UT

CONTRACT NO.: ITB-23-18-UT BID NO.: ITB-23-18-UT

CHANGE REQUESTED BY: Utilities Department DATE OF REQUEST: 3/12/25

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Extending 890 LF of 6" PVC water main on 3 streets (Coral, Dolphin, and Coquina) and extending 1140 LF of 8" PVC water main on 2 streets (Bayside and Gulf Island). These streets were not in the original project scope but after further review the existing water mains were undersized and needed to be replaced.

Purpose of Change Order: Water Main Extensions for Coral Rd, Dolphin Ln, Coquina Rd, Bayside Rd, and Gulf Island Dr including all restoration efforts and miscellaneous items to complete the work.

Attachments: (List documents supporting change) Andrew Sitework Proposal and SOV Dated 3/11/25

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $23,009,179.00	Original Contract Time 1470 Calendar Days
Previous Change Order No. 0 to No. 1 $0	Net Change from previous Change Orders 0 Calendar Days
Contract Price prior to this Change Order $23,009,179.00	Contract Time prior to this Change Order 1470 Calendar Days
Net Increase ~~(Decrease)~~ of this Change Order $757,545.41	Net Increase (Decrease) of this Change Order 0 Calendar Days
Contract Price with all approved Change Orders $23,766,724.41	Contract Time with all approved Change Orders 1470 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

By: _____
Consultant (if applicable) Date

By: Jeff Hodge (May 21, 2025 11:46 EDT)
Department Director Date

Deb Glavin (May 21, 2025 13:31 EDT)
Contracts Management

APPROVED: Nancy Stuparich (May 21, 2025 22:35 EDT)
Town Attorney Date

ACCEPTED

By: _____ General Manager
Contractor

Date Accepted: 05/20/25

(CORPORATE SEAL)

TOWN APPROVAL:

By: _____
Finance Director (Under $25,000)

Date Approved: _____

By: _____
Town Manager (Under $25,000)

Date Approved: _____

By: Dan Allers (May 21, 2025 13:21 EDT)
Mayor, Town Council
(Over $25,000)

Date Approved: May 21, 2025

Andrew Sitework LLC.

2511 Palm Avenue
Fort Myers, FL 33916
Ph 239.226.1606 Fax 239.226.1605

March 11, 2025,

Tier 1 Side Streets
Change Order #1
Summary of work

Change Order #1 Summary:

During the execution of our Tier 1 contract obligations, our teams identified multiple streets with undersized water mains. During our Tier 1 progress meetings, Andrew Sitework proposed an upgrade of the existing water mains, increasing their diameter from 2 inches up to 8 inches.

The streets highlighted in this report are located within Group C (Gulf Island and Bayside) and Group D (Coral Dolphin and Coquina). The accompanying documentation outlines the total costs associated with the replacement and restoration of service, encompassing all necessary restoration efforts between Right of way to Right of way.

ANDREW SITEWORK LLC.

TO

JOB **Tier 1 Side Streets**
Change Order #1

CONTACT: Mark Ashton **DATE:** March 11, 2025
PHONE: (239) 765-0202
Email: mashton@fmbgov.com **PROPOSAL TO BE VALID FOR: 30 Days**
TERMS: As Stated in Contract

PROJECT SUMMARY PER ATTACHED SCHEDULE:

Change Order #1 Total: **$757,545.41**

PROPOSED BY:
Andrew Sitework

Ralph C Andrew III
Project Manager

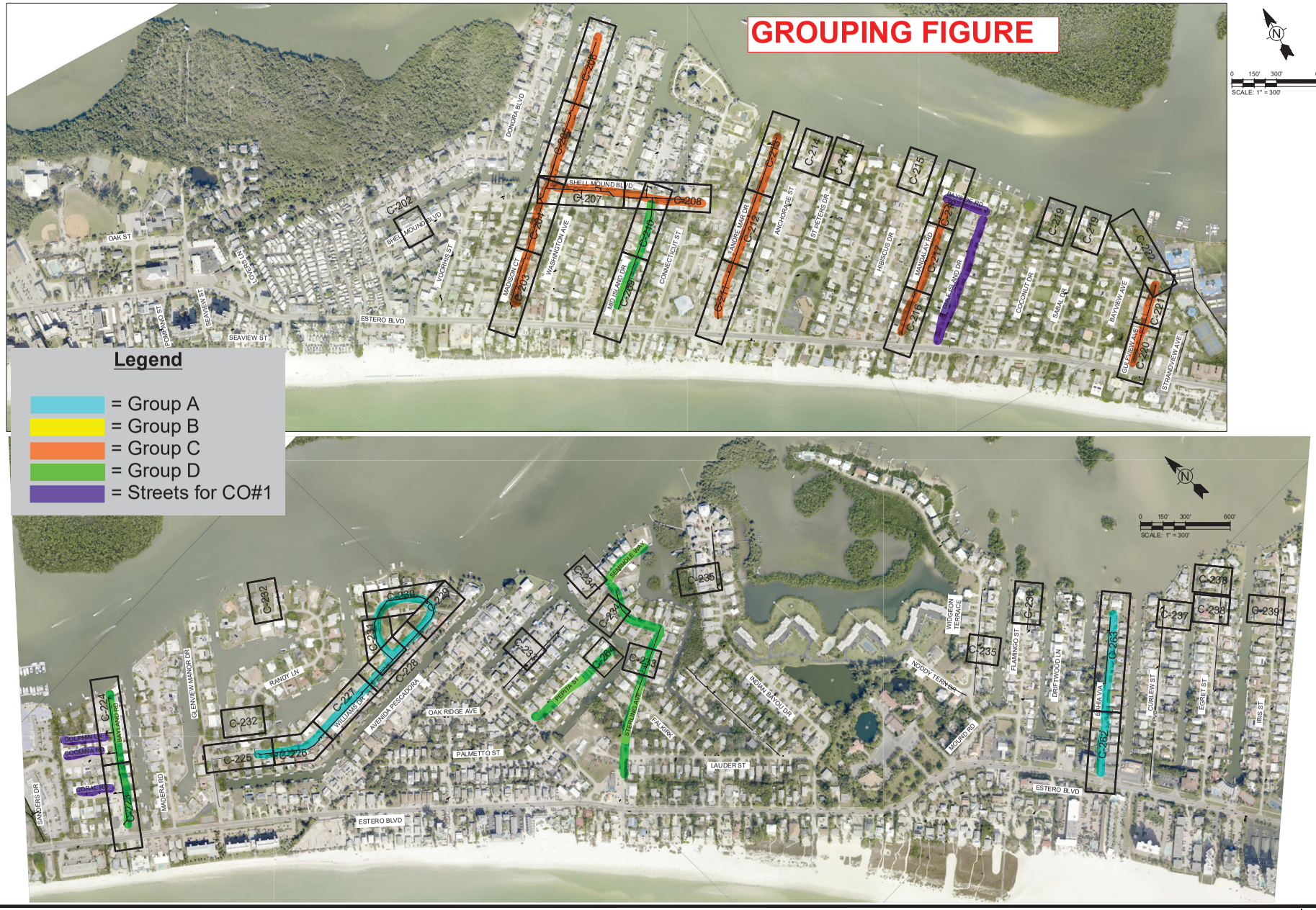
ACCEPTED BY:
SIGN:
NAME:
TITLE:
DATE:

2511 Palm Ave., Fort Myers, FL 33916
Fax: (239) 226-1605 Phone: (239) 226-1606
Lic #10399600012008
ralph@andrewsitework.com

TIER 1 SIDE STREETS
ADDED QUANTITIES CO#1

Tier 1 Side Streets Water & Storm Improvements
FINAL QUANTITES - March 11, 2025

		Unit	Quantity	Unit Price		Total
	CORAL ROAD FINAL COST (D)					
	DOLPHIN LANE FINAL COST (D)					
	COQUINA RD FINAL COST (D)					
Item #	**Description**					
20	F&I 6" C900 DR-14 PVC WM	EA	890.00	$70.00	$	62,300.00
23	Reconnect/Install New Water Meters	EA	23.00	$471.00	$	10,833.00
24	1" Water Service (Short)	EA	10.00	$1,600.00	$	16,000.00
25	1" Water Service (Long)	EA	13.00	$2,125.00	$	27,625.00
42	Fire Hydrant Assembly	EA	3.00	$8,893.00	$	26,679.00
41	6" Gate Valve with Valve Box	EA	3.00	$2,483.00	$	7,449.00
9	Replace Asphalt Pavement (Full Depth)	SY	193.00	$95.00	$	18,335.00
10	Mill Existing Asphalt Pavement	SY	2052.00	$6.50	$	13,338.00
11	Asphalt Pavement	TN	280.00	$238.00	$	66,640.00
17	Restoration	LF	450.00	$17.00	$	7,650.00
12	R&R Concrete Driveways	SF	832.00	$19.00	$	15,808.00
13	R&R Paver Driveways	SF	912.00	$18.00	$	16,416.00
15	R&R Unpaved Driveways	SF	2034.00	$2.00	$	4,068.00
2	General Requirements	%	2.50%	$293,141.00	$	7,328.53
7	Maintenance of Traffic	%	2.50%	$293,141.00	$	7,328.53
79	Dewatering	%	2.50%	$293,141.00	$	7,328.53
					$	**315,126.58**
	BAYSIDE TO GULF-ISLAND (C.)					
Item #	**Description**					
19	F&I 8" C900 DR-14 PVC WM	EA	1140.00	$89.00	$	101,460.00
21	Connection to Existing 8" Water Main	EA	2.00	$4,356.00	$	8,712.00
23	Reconnect/Install New Water Meters	EA	25.00	$471.00	$	11,775.00
24	1" Water Service (Short)	LF	14.00	$1,600.00	$	22,400.00
25	1" Water Service (Long)	EA	11.00	$2,123.00	$	23,353.00
31	8" x 8" Tee/Wye	EA	1.00	$2,100.00	$	2,100.00
36	8" Cap	EA	2.00	$806.00	$	1,612.00
40	8" Gate Valve with Valve Box	EA	2.00	$3,634.00	$	7,268.00
42	Fire Hydrant Assemblies	EA	3.00	$8,617.00	$	25,851.00
9	Replace Asphalt Pavement (Full Depth)	SY	165.00	$70.00	$	11,550.00
10	Mill Existing Asphalt Pavement	SY	2200.00	$5.50	$	12,100.00
11	Asphalt Pavement	TN	285.00	$216.00	$	61,560.00
17	Swale Grading & Restoration	LF	430.00	$12.00	$	5,160.00
12	R&R Concrete Driveways	SF	2906.00	$19.40	$	56,376.40
13	R&R Paver Driveways	SF	3405.00	$16.00	$	54,480.00
15	R&R Unpaved Driveways	SF	1159.00	$5.00	$	5,795.00
2	General Requirements	%	2.50%	$411,552.40	$	10,288.81
7	Maintenance of Traffic	%	2.50%	$411,552.40	$	10,288.81
79	Dewatering	%	2.50%	$411,552.40	$	10,288.81
					$	**442,418.83**
	Change Order #1 Total Costs				**$**	**757,545.41**



TETRA TECH

www.tetratech.com

10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

CONFORMED

Timothy A. Vanderwalker, P.E.
P.E. No. 74415, FL

201 East Pine Street, Suite 1000
Orlando, Florida 32801
Engineering Business No. 2428

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH

WATER AND STORMWATER SYSTEM IMPROVEMENTS
TIER 1 SIDE STREETS

KEY PLAN

Project No.: 200-74765-18005
Designed By:
Drawn By: BMM
Checked By:

C-200
Sheet

Bar Measures 1 inch

Copyright: Tetra Tech

9/6/2023 11:16:11 AM - O:\PROJECTS\ORLANDO\IER\74765\200-74765-18005\CAD\SHEETFILES\C-001 KEY PLAN.DWG - MONTALVO, ANGEL



TETRA TECH

www.tetratech.com

10600 CHEVROLET WAY, SUITE 300
ESTERO, FL 33928
PHONE: (239) 390-1467 FAX: (407) 839-3790

CONFORMED

Timothy A. Vanderwalker, P.E.
P.E. No. 74415, FL
201 East Pine Street, Suite 1000
Orlando, Florida 32801
Engineering Business No. 24220

DATE

MARK	DATE	DESCRIPTION	BY

TOWN OF FORT MYERS BEACH

WATER AND STORMWATER SYSTEM IMPROVEMENTS
TIER 1 SIDE STREETS

OVERALL KEY PLAN

Project No.: 200-74765-18005
Designed By:
Drawn By: BMM
Checked By:

C-201
Sheet

Bar Measures 1 inch

Copyright: Tetra Tech

9/6/2023 11:18:00 AM - O:\PROJECTS\ORLANDO\IER\74765\200-74765-18005\CAD\SHEETFILES\C-001 KEY PLAN.DWG - MONTALVO, ANGEL

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-673**

1. **Request:**

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER #3 TO CONTRACT ITB-25-02-EN BETWEEN THE TOWN OF FORT MYERS BEACH AND EARTHBALANCE CORPORATION TO ADD 274 DAYS TO THE DEADLINE FOR COMPLETION OF THE CONTRACT, EXTENDING THE COMPLETION DATE TO DECEMBER 31, 2026, TO ALIGN WITH THE EXTENDED FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) LOCAL AGENCY PROGRAM GRANT AGREEMENT D1502; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

EarthBalance Contract is currrently expired, and needs to be extened to install additional dune plantings via contract ITB 25-002

What the action accomplishes:

In order to remain consistent with the extended FDEM grant period and to allow completion of the Estero Island Dune Planting Project, EarthBalance Corporation has requested, and Town staff recommends, a no-cost time extension to Contract ITB-25-02-EN, adding 274 days to the contract time and extending the contract completion date to December 31, 2026.

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

---

5. **Background:**

Town Council approved Contract ITB-25-02-EN with EarthBalance Corporation for the Estero Island Dune Planting Project.

Town Council approved Change Order #1 and Change Order #2 to Contract ITB-25-02-EN with EarthBalance Corporation.

Estero Island Dune Planting Project is eligible for, and partially funded by, the Florida Division of Emergency Management (FDEM) Local Agency Program Grant Agreement D1502, among other funding sources.

FDEM Local Agency Program Grant Agreement D1502 has been extended, with a new grant period end date of December 31, 2026.

The funding necessary to complete the Estero Island Dune Planting Project under the extended contract term is available through FDEM Local Agency Program Grant D1502 and has already been appropriated by the Town Council, and this Change Order does not increase the total contract price.

Attachments:

1. 26-171, EarthBalance_ChangeOrder 2
2. Change_Order_3_ITB-25-02-EN_EarthBalance

Financial Impact:

Estero Island Dune Planting Project is eligible for, and partially funded by, the Florida Division of

Emergency Management (FDEM) Local Agency Program Grant Agreement D1502, among other funding sources.

The funding necessary to complete the Estero Island Dune Planting Project under the extended contract term is available through FDEM Local Agency Program Grant D1502 and has already been appropriated by the Town Council, and this Change Order does not increase the total contract price.

6. **Alternative Action**
Do not approve addition of 274 days to the contract time, extending the contract completion date to December 31, 2026.

7. **Management Recommendations:**
It is in the best interest of the Town to approve the requested Change Order #3 of Contract ITB-25-02-EN to extend the completion deadline to December 31, 2026 in order to allow for completion of the dune restoration on the beach.

8. **Recommended Approval:**

Chadd Chustz, Environmental Projects Manager	Created/Initiated - 7/17/2026
Conor Nally, Contracts & Procurement Manager	Approved - 7/23/2026
Frankie Kropacek, Community Development Director	Approved - 7/23/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/23/2026
nancy stuparich, Town Attorney	Approved - 7/23/2026
Amy Baker, Town Clerk	Approved - 7/23/2026
William McKannay, Town Manager	Final Approval - 7/23/2026

RESOLUTION NUMBER 26-171

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER #3 TO CONTRACT ITB-25-02-EN BETWEEN THE TOWN OF FORT MYERS BEACH AND EARTHBALANCE CORPORATION TO ADD 274 DAYS TO THE DEADLINE FOR COMPLETION OF THE CONTRACT, EXTENDING THE COMPLETION DATE TO DECEMBER 31, 2026, TO ALIGN WITH THE EXTENDED FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) LOCAL AGENCY PROGRAM GRANT AGREEMENT D1502; 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 Council approved Contract ITB-25-02-EN with EarthBalance Corporation for the Estero Island Dune Planting Project; and

WHEREAS, the Town Council approved Change Order #1 and Change Order #2 to Contract ITB-25-02-EN with EarthBalance Corporation; and

WHEREAS, the Estero Island Dune Planting Project is eligible for, and partially funded by, the Florida Division of Emergency Management (FDEM) Local Agency Program Grant Agreement D1502, among other funding sources; and

WHEREAS, the FDEM Local Agency Program Grant Agreement D1502 has been extended, with a new grant period end date of December 31, 2026; and

WHEREAS, in order to remain consistent with the extended FDEM grant period and to allow completion of the Estero Island Dune Planting Project, EarthBalance Corporation has requested, and Town staff recommends, a no-cost time extension to Contract ITB-25-02-EN, adding 274 days to the contract time and extending the contract completion date to December 31, 2026; and

WHEREAS, the funding necessary to complete the Estero Island Dune Planting Project under the extended contract term is available through FDEM Local Agency Program Grant D1502 and has already been appropriated by the Town Council, and this Change Order does not increase the total contract price; and

WHEREAS, it is in the best interest of the Town to approve the requested Change Order #3 of Contract ITB-25-02-EN to extend the completion deadline to December 31, 2026 in order to allow for completion of the dune restoration on the beach.

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 Change Order #3 of Contract ITB-25-02-EN between the Town of Fort Myers Beach and EarthBalance, adding 274 days to the contract time, resulting in a total contract time of 514 days, and extending the contract completion date to December 31, 2026, at no additional cost to the Town. A copy of Change Order #3 of Contract ITB-25-02-EN is attached hereto as Attachment "A".

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

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

TOWN of FORT MYERS BEACH BID NO. **ITB-25-02-EN**

PART E
FMB:011 - CONSTRUCTION CONTRACT CHANGE ORDER

No.: 3

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under $25,000, approval by the Town Council for expenditures over $25,000).

CONTRACT/PROJECT NAME: DUNE PLANTING PROJECT

CONTRACTOR: EarthBalance Corporation PROJECT NO.: _____

CONTRACT NO.: ITB-25-02-EN BID NO.: ITB-25-02-EN

CHANGE REQUESTED BY: DUNE PLANTING PROJECT DATE OF REQUEST: _____

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Extend the contract completion date to December 31, 2026, to align with the extended Florida Division of Emergency Management (FDEM) Local Agency Program Grant Agreement D1502

Purpose of Change Order: Add contract time (no change to contract price)

Attachments: (List documents supporting change) _____

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $509,859.50	Original Contract Time 120 Calendar Days
Previous Change Order No. 1 to No. 2	Net Change from previous Change Orders 120 Calendar Days
Contract Price prior to this Change Order $605,579.50	Contract Time prior to this Change Order 240 Calendar Days
Net Increase (Decrease) of this Change Order $0.00	Net Increase (Decrease) of this Change Order 274 Calendar Days
Contract Price with all approved Change Orders $605,579.50	Contract Time with all approved Change Orders 514 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

By: _____
Consultant (if applicable) Date

By: _____
Department Director Date

_____
Contracts Management

APPROVED:

_____
Town Attorney Date

ACCEPTED

By: _____
Contractor

Date Accepted: _____

(CORPORATE SEAL)

TOWN APPROVAL:

By: _____
Finance Director (Under $25,000)

Date Approved: _____

By: _____
Town Manager (Under $25,000)

Date Approved: _____

By: _____
Mayor, Town Council
(Over $25,000)

Date Approved: _____

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-654**

1. **Request**:

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND CONTINENTAL UTILITY SOLUTIONS, INC., TO INCREASE THE YEARLY TOTAL BY $768 AND TO INCORPORATE THE TOWN'S CONTRACT ADDENDUM TO THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO SIGN THE AMENDMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

This amendment authorizes Continental Utility Solutions, Inc. (CUSI) to add the Neptune analytics module and additional Service Location Licenses to the Town's billing platform, at a combined cost of $768.00 annually. Town Council approval is required to obligate this additional funding under the Agreement.

What the action accomplishes:

This action adds the Neptune analytics module and additional Service Location Licenses to the Town's existing CUSI billing platform, giving the Utilities Department enhanced usage reporting and enough licensing capacity to cover its current billable service locations.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA	Resolution	Mark Ashton, Utilities Manager, Jeff Hauge, Community Services Director

5. **Background**:

The Town's Utilities Department has identified a continued need to enhance the CUSI UB4 Utility Billing Software as a Service platform following its successful implementation. Two additional components have been identified for addition to the existing agreement: the CWP Third Party Usage Analytics - Neptune module and additional Service Location Licenses.

The Neptune analytics module enhances the customer web portal's usage analytics and reporting capabilities, allowing the Utilities Department to better monitor consumption trends and provide customers with more detailed billing and usage information. The additional Service Location Licenses are needed to accommodate the Town's growing number of billable utility service locations, ensuring the platform continues to support the full scope of accounts under management without disruption to billing operations.

CUSI provided a revised Sales Agreement reflecting these additions, at a combined additional monthly fee of $64.00 ($52.00/month for the Neptune module and $12.00/month for the Service Location Licenses), for a total additional annual cost of $768.00.

As CUSI is the Town's existing utility billing software provider, this amendment ensures continuity of the integrated billing platform and avoids the cost and disruption of procuring these capabilities through a separate vendor.

Attachments:

1. 26-164, Cussi First Amendment
2. Exhibit A, First Amendment CUSI

Financial Impact:
This amendment increases the monthly fee payable to CUSI by $64.00 ($52.00 for the Neptune module and $12.00 for the Service Location Licenses), for a total additional annual cost of $768.00.

6. **Alternative Action**
Do not approve the First Amendment and provide direction to staff.

7. **Management Recommendations:**
Management recommends the approval of the first amendment to the agreement.

8. **Recommended Approval:**

Conor Nally, Contracts & Procurement Manager	Created/Initiated - 7/17/2026
Jeffrey Newman , Assistant Finance Director	Approved - 7/17/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/21/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/23/2026
William McKannay, Town Manager	Final Approval - 7/23/2026

RESOLUTION NUMBER 26-164

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND CONTINENTAL UTILITY SOLUTIONS, INC., TO INCREASE THE YEARLY TOTAL BY $768 AND TO INCORPORATE THE TOWN'S CONTRACT ADDENDUM TO THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO SIGN THE AMENDMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town and Continental Utility Solutions, Inc. ("CUSI" or "Contractor") entered into a Sales Agreement dated March 14, 2024, Quote No. te240314104548, for the UB4 Utility Billing Software as a Service platform and related implementation services (the "Agreement"); and

WHEREAS, the Town's Utilities Department has identified a need to add the CWP Third Party Usage Analytics - Neptune module and Service Location Licenses to the existing CUSI software platform to enhance customer web portal analytics capabilities; and

WHEREAS, CUSI provided a revised Sales Agreement reflecting an additional monthly fee of $52.00 for the CWP Third Party Usage Analytics – Neptune add-on module and an additional monthly fee of $12.00 for Service Location Licenses, for a combined increase of $64.00 per month, or $768.00 annually; and

WHEREAS, the Town's Standard Contract Addendum, containing required provisions relating to public records compliance, sovereign immunity, non-appropriation, E-Verify, and other statutory contract compliance requirements, is not contained within the Agreement; and

WHEREAS, it is in the best interest of the Town to amend the Agreement to incorporate the additional module and licenses described above and to supplement the Agreement with the Town's Standard Contract Addendum; and

WHEREAS, approval of a First Amendment to the Agreement, substantially in the form attached hereto as Exhibit A, is in the best interest of the residents of the Town of Fort Myers Beach.

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 a First Amendment to the Sales Agreement with Continental Utility Solutions, Inc., substantially in the form attached hereto as Exhibit A, and authorizes the Town Manager to execute the Amendment, subject to legal review, to execute any further documents necessary to effectuate the Amendment, and to expend budgeted funds on behalf of the Town.

Section 3. This resolution shall take effect immediately upon adoption.

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

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

ADOPTED this ____ day of _____, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Nancy Stuparich, Town Attorney

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

FIRST AMENDMENT TO THE SALES AGREEMENT WITH CONTINENTAL UTILITY SOLUTIONS, INC. (CUSI)

THIS FIRST AMENDMENT is made and entered into this ____ day of _____ 2026, by and between the **TOWN OF FORT MYERS BEACH**, a Florida municipal corporation, hereinafter referred to as the "TOWN", and **CONTINENTAL UTILITY SOLUTIONS, INC.**, hereinafter referred to as "CUSI" or "Contractor", to that certain Sales Agreement dated March 14, 2024 ("Agreement"), Quote No. te240314104548, for the UB4 Utility Billing Software as a Service and related implementation services, as originally authorized by the Town of Fort Myers Beach.

WITNESSETH:

WHEREAS, the TOWN and CUSI entered into the Agreement for the provision of the UB4 Utility Billing Software as a Service platform, including implementation services, hosting, add-on modules, and related third-party software and services; and

WHEREAS, the Town's Utilities Department has identified a need to add the CWP Third Party Usage Analytics - Neptune module and Service Location Licenses to the existing CUSI software platform to enhance customer web portal analytics capabilities; and

WHEREAS, CUSI provided a revised Sales Agreement dated June 12, 2026 (Quote No. mt260612100428) and July 9, 2026 (Quote No. mt260612100428), reflecting an additional monthly fee of $52.00 for the CWP Third Party Usage Analytics - Neptune add-on module and an additional monthly fee of $12.00 for Location Services Licenses; and

WHEREAS, it is in the best interest of the TOWN to amend the Agreement to incorporate this additional module and to supplement the Agreement with the Town's contractual requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.**
   The foregoing recitals are true and correct and are incorporated herein by reference and made a part of this First Amendment.

2. **Addition of CWP Third Party Usage Analytics - Neptune Module and Location Services Licenses.**
   Effective upon execution of this First Amendment, the Agreement is hereby amended to add the following add-on module to the UB4 Utility Billing Software as a Service:

Module:	CWP Third Party Usage Analytics - Neptune
Monthly Fee:	$52.00 per month
Annual Cost:	$624.00

Quote Reference:	Sales Agreement dated June 12, 2026, Quote No. mt260612100428
Module:	Service Location Licenses
Monthly Fee:	$12.00 per month
Annual Cost:	$144.00
Quote Reference:	Sales Agreement dated July 9, 2026, Quote No. mt260612100428

All other modules, interfaces, and services set forth in the original Agreement remain unchanged.

3. Revised Monthly Compensation.

Effective upon execution of this First Amendment, the total monthly fee payable to CUSI under the Agreement shall be increased by $64.00, reflecting the addition of the CWP Third Party Usage Analytics - Neptune module and Location Services Licenses. The parties acknowledge that, consistent with the original Agreement terms, the addition of incremental software licenses and add-on modules is subject to adjustment of the software-as-a-service rate, effective the month following installation and configuration.

4. No Other Changes.

Except as expressly amended herein, all other terms, conditions, and provisions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect. In the event of any conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control.

5. Ratification.

Except as specifically amended herein, the Agreement is ratified and confirmed by the parties and shall remain in full force and effect in accordance with its terms.

6. Town Contract Addendum.

The Town's Standard Contract Addendum (Rev. 3/24/26) is attached hereto and incorporated herein by reference as Exhibit "A" and shall be deemed a part of this First Amendment.

[Remainder of this page left blank intentionally]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date first written above.

CONTRACTOR:

CONTINENTAL UTILITY SOLUTIONS, INC.

_____
Authorized Signature

Print Name: _____

Title: _____

Date: _____

ATTEST:

_____
Amy Baker, Town Clerk

TOWN OF FORT MYERS BEACH

_____
William McKannay, Town Manager

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

_____
Nancy Stuparich, Town Attorney

TOWN OF FORT MYERS BEACH CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM is made and entered into this ___ day of _____ 2026, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the "Town", and CONTINENTAL UTILITY SOLUTIONS, INC., hereinafter referred to as "CUSI" or "Contractor", concerning that certain agreement dated the 14th day of March 2024 ("Agreement").

WITNESSETH:

WHEREAS, Section 119.0701, Florida Statue, requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Florida Statue, sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Florida Statue, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Florida Statues, provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an

officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

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

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the Town within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

TOWN HALL
6231 ESTERO BLVD.
FORT MYERS BEACH, FL. 33931

(239)765-0202
FMBPUBLICRECORDS@FMBGOV.COM

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the Town as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (I) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth is Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 286.101(7), Florida Statutes: "In addition to any fine assessed under [section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the Town if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The Town has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The Town shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the Town is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The Town reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Indemnification. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the Town of Fort Myers Beach, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the Town of Fort Myers Beach.

18. Confidentiality. Confidentiality of information contained in this Agreement is subject to the requirements of the Florida Public Records Act, Chapter 119, Fla. Stat., and the Florida Sunshine Law, Chapter 286, Fla. Stat.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

[SIGNATURE PAGE TO FOLLOW]

[Remainder of this page left blank intentionally]

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

Under penalties of perjury, and pursuant to Sec. 92.525, Florida Statute, Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

_____

Print Name: _____

Title: _____

ATTEST:

_____
Amy Baker, Town Clerk

TOWN OF FORT MYERS BEACH

_____
William McKannay, Town Manager

APPROVED AS TO FORM

_____
Town Attorney

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-640**

1. **Request**:

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDAL BASIN GOVERNMENT CONSULTING LLC; AMENDING THE AGREEMENT TO INCORPORATE ADDITIONAL FLORIDA STATUTORY REFERENCES FOR CONTRACT COMPLIANCE AND COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR) SUPPLEMENTAL TERMS AND CONDITIONS TO ENSURE COMPLIANCE WITH APPLICABLE STATE LAW AND U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REQUIREMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The action is necessary to bring the existing Tidal Basin Agreement into compliance with the federal (HUD/Lee County) and state contract provisions required for the Town to use Tidal Basin's services on its CDBG-DR funded projects.

What the action accomplishes:

This action incorporates the required federal CDBG-DR contract provisions and Supplemental Florida Statute References into the Tidal Basin Agreement, ensuring compliance with HUD, Lee County, and State of Florida requirements.

2. **Agenda**:
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose**:
Resolution

4. **Submitter of Information**:
Conor Nally, Contracts & Procurement Manager, Jason Freeman, Deputy Town Clerk / Legislative Liaison

---

5. **Background**:

This Second Amendment to the Tidal Basin Government Consulting, LLC agreement (RFP-23-07-AD) adds required federal and state compliance provisions that were missing from the original Agreement. Following the First Amendment (Feb. 19, 2026), which exercised a renewal option and added the Town's Standard Addendum, the Town determined that services supporting its CDBG-DR award, not yet in place at the time of original solicitation, fall within the Agreement's existing disaster recovery and mitigation scope. Because the Agreement lacked the contract provisions required by Lee County (as granting agency) and HUD (as funding agency) for CDBG-DR-funded work, this Amendment incorporates those provisions.

Specifically, the Amendment adds two items by reference, each given full force and effect as part of the Agreement: Attachment A, the Supplemental Florida Statute References for Contract Compliance. Attachment B, Federally required supplemental conditions for non-federal entity contracts under federal awards. No other terms, scope, term, or compensation are changed.

Attachments:

1. 26-165, Tidal Basin Second Amendment
2. Exhibit A, Second Amendment Tidal Basin

Financial Impact:

There is no financial impact; this Amendment adds required compliance provisions only and does not alter the Agreement's scope of services, term, or compensation.

6. **Alternative Action**

The Town Council reject this Amendment and decline to incorporate the federally required CDBG-DR contract provisions and Supplemental Florida Statute References into the Agreement. This would leave the Agreement out of compliance with Lee County and HUD requirements applicable to CDBG-DR funded work, jeopardizing the Town's eligibility to use Tidal Basin's services for CDBG-DR administration and potentially exposing the Town to audit findings or funding compliance issues on its CDBG-DR award.

7. **Management Recommendations:**

Management recommends approval of the Second Amendment to incorporate the required federal and state compliance provisions into the Tidal Basin Agreement.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 7/17/2026
Conor Nally, Contracts & Procurement Manager	Approved - 7/17/2026
Jeffrey Newman , Assistant Finance Director	Approved - 7/17/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/21/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/23/2026
William McKannay, Town Manager	Final Approval - 7/23/2026

RESOLUTION NUMBER 26-165

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDAL BASIN GOVERNMENT CONSULTING LLC; AMENDING THE AGREEMENT TO INCORPORATE ADDITIONAL FLORIDA STATUTORY REFERENCES FOR CONTRACT COMPLIANCE AND COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY (CDBG-DR) SUPPLEMENTAL TERMS AND CONDITIONS TO ENSURE COMPLIANCE WITH APPLICABLE STATE LAW AND U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REQUIREMENTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town entered into an Agreement for the purchase of a broad range of consulting services to support its disaster recovery and mitigation efforts through Solicitation No. RFP-23-07-AD with Tidal Basin Government Consulting, LLC ("Contractor") on February 6, 2023 (the "Agreement"); and

WHEREAS, the Town Council approved a First Amendment to the Agreement on February 19, 2026, pursuant to Resolution No. 26-018, to exercise the first of three one-year renewal options, extending the term of the Agreement to February 23, 2027, incorporating the Town's updated Standard Contract Addendum provisions, and increasing the Agreement's not-to-exceed amount by $700,000.00, for a total not-to-exceed amount of $5,700,000.00; and

WHEREAS, after execution of the Agreement, it was determined that it would be in the best interest of the Town to add subject matter expertise and associated support services for the Town's awarded Community Development Block Grant Disaster Recovery (CDBG-DR) projects that had not initially been accounted for in the Agreement because the Town had not been awarded this additional disaster recovery funding at the time of solicitation; and

WHEREAS, the Town has determined that services to support CDBG-DR efforts are germane to the Town's disaster recovery and mitigation services as fully contemplated in the solicitation; and

WHEREAS, contract provisions required by Lee County, as the granting agency for CDBG-DR, and the U.S. Department of Housing and Urban Development ("HUD"), as the funding agency, are not contained within the Agreement; and

WHEREAS, Supplemental Florida Statute References for Contract Compliance applicable to the Agreement are also not contained within the Agreement; and

WHEREAS, the Parties mutually desire to modify the Agreement to fully incorporate HUD's required contract provisions and additional Florida statutory references for contract compliance, in order to ensure compliance with applicable state law and HUD requirements; and

WHEREAS, approval of a Second Amendment to the Agreement, substantially in the form attached hereto as Exhibit A, is in the best interest of the residents of the Town of Fort Myers Beach.

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 Maintenance Agreement No. BEK14 with the Florida Department of Transportation, substantially in the form attached hereto as Exhibit A, and authorizes the Town Manager to execute the Agreement, subject to legal review, to execute any further documents, including renewals, necessary to effectuate the Agreement, and to expend budgeted funds on behalf of the Town.

Section 3. This resolution shall take effect immediately upon adoption.

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

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

ADOPTED this ____ day of _____, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE

AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:

_____
Nancy Stuparich, Town Attorney

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

SECOND AMENDMENT OF THE AGREEMENT FOR DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES

THIS SECOND AMENDMENT OF THE AGREEMENT FOR DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES is made and entered into by and between the Town of Fort Myers Beach, a Florida municipal corporation ("Town") and Tidal Basin Government Consulting, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the Town entered into an Agreement for the purchase of a broad range of consulting services to support its disaster recovery and mitigation efforts through Solicitation No. #RFP-23-07-AD with Vendor on the 6th day of February 2023 ("Agreement"); and,

WHEREAS, after execution of the Agreement it was determined that it would be in the best interest of the Town to add subject matter expertise and associated support services for the Town's awarded Community Development Block Grant Disaster Recovery (CDBG-DR) projects that had not initially been accounted for in the original Agreement because the Town had not been awarded this additional disaster recovery funding at the time of solicitation; and,

WHEREAS, the Town has determined that services to support CDBG-DR efforts are germane to the Town's disaster recovery and mitigation as fully contemplated in the solicitation; and,

WHEREAS, contract provisions required by Lee County as the granting agency for CDBG-DR and the US Department of Housing and Urban Development (HUD) as the funding agency are not contained within the Agreement; and,

WHEREAS, the Parties mutually agree to modify the Agreement to fully incorporate HUD's required contract provisions to ensure compliance with Lee County and HUD requirements.

WHEREAS, a First Amendment to the Agreement was entered into by the Town and the Contractor on February 19, 2026, to exercise a one-year renewal option, to increase the contract total not to exceed amount and to add the Town's Standard Contract Addendum, attached therein as Attachment A to the First Amendment; and

WHEREAS, Supplemental Florida Statute References for Contract Compliance applicable to

this Agreement are not contained within the Agreement; and,

WHEREAS, the Parties mutually agree to modify the Agreement to fully incorporate additional Florida statutory references for contract compliance and community development block grant - disaster recovery (CDBG-DR) supplemental terms and conditions to ensure compliance with applicable state law and U.S. department of housing and urban development (HUD) requirements.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Effective upon full execution of this Amendment by all Parties, Exhibit E attached hereto and incorporated herein by reference is added to the Agreement and shall have the same force and effect as if set forth in the Agreement in full. The Parties agree to be bound by its terms.

2. The Supplemental Florida Statute References for Contract Compliance, attached hereto and incorporated herein as Attachment A to this Second Amendment, and the CDBG-DR Supplemental Terms and Conditions, attached hereto and incorporated herein as Attachment B to this Second Amendment, are hereby fully incorporated into the Agreement to ensure compliance with applicable Florida state law and HUD requirements. Attachments A and B shall have the same force and effect as if set forth in the Agreement in full, and the Parties agree to be bound by their terms.

[Remainder of this page left blank intentionally]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding amendment on behalf of such party with respect to the matters contained herein and as stated herein.

WITNESS:

Signed By: _____

Print Name: _____

Tidal Basin Government Consulting, LLC

Signed By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

TOWN CLERK

BY: _____
AMY BAKER, TOWN CLERK

TOWN OF FORT MYERS BEACH

TOWN COUNCIL OF TOWN OF FORT MYERS BEACH, FLORIDA

BY: _____
DAN ALLERS, MAYOR

Date: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF TOWN OF FT. MYERS
BEACH ONLY:

BY: _____
NANCY STUPARICH, TOWN ATTORNEY

ATTACHMENT A

Supplemental Florida Statute References for Contract Compliance

F.S. 112.313(2) & 112.313(7); 112.317 – Business Relationship Disclosure
Public officers and employees are prohibited from conflicting business or employment relationships. Contractors must disclose any relationship with public employees or officials. Failure to disclose is subject to penalties under §112.317.

F.S. 119.071 – Public Records
All documents, bids, and proposals are subject to Florida's Public Records Law. Certain exemptions apply (e.g., sealed bids until notice of decision). Contractors must maintain and provide public records related to performance under the contract as required.

F.S. 20.055(5) – Inspector General Cooperation
Contractors shall comply with any Inspector General investigations, audits, or reviews and provide access to records as requested.

F.S. 218.70 – Local Government Prompt Payment Act
Agencies must promptly pay contractors for satisfactory performance. Contractors must also pay subcontractors and suppliers timely, consistent with statutory deadlines.

F.S. 218.80 – Public Bid Disclosure Act
All contracts must specify costs of permits or fees that contractors will pay. If none apply, the contract must state permitting fees paid by contractor = $0.

F.S. 287.057(23) – Anti-Lobbying (Cone of Silence)
From solicitation issuance until award, contractors and their representatives are prohibited from lobbying or communicating with evaluation staff, officers, or agents except the designated point of contact.

F.S. 287.05701 – Prohibition on Social, Political, or Ideological Interests
Contracts must not request or consider a contractor's social, political, or ideological beliefs in determining responsibility.

F.S. 287.133(2)(a) – Convicted Vendor List
Vendors convicted of public entity crimes are prohibited from contracting with public entities.

F.S. 287.134 – Discriminatory Vendor List
Vendors placed on the discriminatory vendor list are barred from receiving public contracts.

F.S. 337.168 – Confidentiality of Estimates
Official cost estimates, potential bidder identities, and bid analysis documents are confidential until award or cancellation of the project.

F.S. 435 – Employee Background Screenings
Contractors must comply with Level 1 and Level 2 background screening for employees or subcontractors who work with vulnerable persons or as required by the contract.

F.S. 448.095 – Employment Eligibility
Contractors must use the federal E-Verify system to confirm employment eligibility of all new employees.

F.S. 607.1501(1) – Foreign Corporations
A foreign corporation may not transact business in Florida without a certificate of authority from the Florida Department of State.

F.S. 760 – Florida Civil Rights Act
Prohibits discrimination in employment and public accommodations. Contractors must comply with nondiscrimination requirements, ensuring equal opportunity regardless of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.

F.S. 287.138 – Scrutinized Companies Affidavit (attached)
Contractors must certify they are not on the Scrutinized Companies Lists (Sudan, Iran, Cuba, Syria, or companies that boycott Israel). Execution of the affidavit is required as part of the contract.

F.S. 787.06 – Human Trafficking Affidavit (attached)
Contractors must affirm compliance with Florida's prohibition against human trafficking.

SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
REQUIRED FOR ALL CDBG-DR FUNDED PROJECTS

1. FEDERAL FUNDING

1.1 When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or "pass-through" from another entity, the County is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Part 200, Sections 200.318 through 200.327.

1.2 PROPOSER, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:

(1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
(2) 24 CFR Part 570 - Community Development Block Grants as amended by the CDBG-DR Consolidated Waivers and applicable Alternative Requirements Notices.
(3) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
(4) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
(5) 31 CFR Part 205 Rules and Procedures for Funds Transfers

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the Proposer, the Proposer's investment, the amount of subcontracting necessary, the quality of the Proposer's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used.

2. EQUAL EMPLOYMENT OPPORTUNITY

2.1. All departments/offices administering federal funded programs, including CDBG – DR, along with their contractors, subcontractors, subrecipients, developers and other agents, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) et seq.; Executive Order 13166; and the U.S. Department of Labor Revised Guidance Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) persons, as well as any applicable Executive Orders.

3. MAINTENANCE OF RECORDS/ACCESS TO RECORDS

3.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

3.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the COUNTY, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any

means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

3.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

3.6. The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the COUNTY.

4. DHS SEAL, LOGO, AND FLAGS

4.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.

5. LOCAL VENDOR PREFERENCE EXCLUSION:

5.1. Local CONSULTANT/CONTRACTOR/VENDOR Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

6.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

7. NO OBLIGATION BY THE FEDERAL GOVERNMENT

7.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

8. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

8.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements), and 18 U.S.C. 1001 applies to the CONSULTANT/CONTRACTOR/VENDORs actions pertaining to this solicitation.

9. SUBCONTRACTS

9.1. The selected firm must require compliance with all federal requirements of all sub-CONSLTANT/CONTRACTOR/VENDORs performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONTRACTOR/PROPOSER/CONTRACTORs.

10. CONFLICT OF INTEREST

10.1. No employee, officer, board member, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of

interest would arise when the employee, officers, 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 herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORs or parties to subcontracts.

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

11.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.

11.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORs.

11.3. It shall be the CONSULTANT/CONTRACTOR/VENDOR's responsibility to familiarize themselves with all rules and regulations governing this program.

11.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify.

12. ENERGY POLICY AND CONSERVATION ACT

12.1. CONSULTANT/CONTRACTOR/VENDOR must follow any 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 (42 U.S.C. 6201).

13. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESS, AND LABOR SURPLUS AREA FIRMS

13.1. In accordance with 2 CFR Part 200.321, the CONSULTANT/CONTRACTOR/VENDOR must make efforts to ensure that small and minority businesses, veteran-owned business, and women's business enterprises, and labor surplus area firms are considered as set forth below.

13.1.1 Place qualified small and minority businesses, veteran-owned business, and women's business enterprises on solicitation lists.

13.1.2 Assuring that small and minority businesses, veteran-owned business, and women's business enterprises are solicited whenever they are potential sources.

13.1.3 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13.1.4 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, veteran-owned business, and women's business enterprises.

13.1.5 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, veteran-owned business, and women's business enterprises.

13.1.6 Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

14. EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS,

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

14.1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

14.2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

14.3. The CONSULTANT/CONTRACTOR/VENDOR agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in 24 CFR 75.23(b).

14.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

14.5. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14.6. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

15. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

15.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.

16. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

16.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2

C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

17. TERMINATION FOR CAUSE AND/OR CONVENIENCE

17.1. MATERIAL BREACH A Proposer may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Proposer failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Proposer failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Proposer becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Proposer becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Proposer's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Proposer or any of the Proposer's property and such appointment endangers the Proposer's proper performance hereunder; 6. A determination that the Proposer is in violation of federal, state, or local laws or regulations and that such determination renders the Proposer unable to perform any aspect of the Agreement.

17.2. OPPORTUNITY TO CURE In the event that Proposer fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Proposer may have a period of time in which to cure. The County is not required to allow the Proposer to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Proposer's liability for damages, or otherwise affect any other remedies available against Proposer under the Agreement or by law. If the breach remains after Proposer has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Proposer from receiving future solicitations or other opportunities; 6. Require Proposer to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

17.3. TERMINATION FOR CAUSE In the event the Procurement Management Director, in his/her sole discretion, determines that the Proposer has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Proposer in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Proposer from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Proposer or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Proposer shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Proposer was not in material breach; or (2) failure to perform was outside of Proposer's or its sub Proposer's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

17.4. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Proposer. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Proposer for such termination.

18. TIME & MATERIAL, TIME & EQUIPMENT, FIRM FIXED PRICE LUMP SUM CONTRACTS

18.1. The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For a firm fixed price, lump sum, Time & Material (T&M), and/or Time & Equipment (T&E) procurements, a Purchase Order represents a CONSULTANT/CONTRACTOR/VENDOR's Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s). Additionally, the Total Order value for a Purchase Order represents an NTE ceiling value. If the CONSULTANT/CONTRACTOR/VENDOR anticipates exceeding either of these NTE values, they should contact the Lee County Procurement Department for a change order. If a CONSULTANT/CONTRACTOR/VENDOR exceeds a Line Item or Total Order NTE value, it does so at its own risk.

19. SUSPENSION AND DEBARMENT

19.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

19.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 24 C.F.R 570.609 and 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

19.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20. RECOVERED MATERIALS

20.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

20.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designate items is available at https://www.epa.gov/smm/product-resource-guides-comprehensive-procurement-guideline-cpg-program.

21. OTHER REMEDIES AND RIGHTS

21.1. Pursuing any of the above remedies will not keep the COUNTY from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the CONSULTANT/CONTRACTOR/VENDOR.

21.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes and other matters in question between the COUNTY and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

22. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708) - for contracts over $100K

22.1. **Overtime requirements.** No Proposer or sub-Proposer contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Proposer and any sub-Proposer responsible therefor shall be liable for the unpaid wages. In addition, such Proposer and sub Proposer shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. These liquidated damages shall be calculated for each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause in paragraph (1), for each calendar day during which the individual was required or permitted to work in excess of the standard forty-hour work-week without receiving the required overtime compensation. The applicable amount for such liquidated damages is determined by the U.S. Department of Labor and can be found at: https://www.dol.gov/agencies/whd/resources/penalties

22.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or sub Proposer under any such contract or any other Federal contract with the same prime Proposer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Proposer or sub Proposer for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

22.4. Subcontracts. The Proposer or sub Proposer shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the sub Proposers to include these clauses in any lower tier subcontracts. The prime Proposer shall be responsible for compliance by any sub Proposer or lower tier sub Proposer with the clauses set forth in paragraphs (1) through (4) of this section.

23. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

23.1. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Proposer and sub Proposers shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The COUNTY will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

23.2. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Proposer shall observe all local, state and federal laws in purchasing and handling explosives. The Proposer shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Proposer shall notify all the COUNTYs of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Proposer or his Surety for damages that may be caused by such use.

23.3. Danger Signals and Safety Devices

The Proposer shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Proposer fails or neglects to take such precautions, the COUNTY may have such lights and barricades installed and charge the cost of this work to the Proposer. Such action by the COUNTY does not relieve the Proposer of any liability incurred under these specifications or contract.

24. CLEAN AIR ACT

24.1. The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

24.2. The Proposer agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

24.3. The Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

25. FEDERAL WATER POLLUTION CONTROL ACT

25.1. The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

25.2. The Proposer agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

25.3. The Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

26. BYRD ANTI-LOBBYING AMENDMENT

26.1. CONSULTANT/CONTRACTOR/VENDORs who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each

tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

27.1. If the Federal award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and Lee County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency. See 2 C.F.R. Part 200, Appendix II(F).

28. CIVIL RIGHTS ACT OF 1964

28.1. CONSULTANT/CONTRACTOR/VENDOR agree that Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

29. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

29.1. CONSULTANT/CONTRACTOR/VENDOR agrees that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the CDBG program.

30. SECTION 503 OF THE REHABILITATION ACT OF 1973

30.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT/CONTRACTOR/VENDOR agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

31.1.1 Recruitment, advertising, and job application procedures;
31.1.2 Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
31.1.3 Rates of pay or any other form of compensation and changes in compensation;
31.1.4 Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
31.1.5 Leaves of absence, sick leave, or any other leave;
31.1.6 Fringe benefits available by virtue of employment, whether or not administered by the Proposer;
31.1.7 Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
31.1.8 Activities sponsored by the Proposer including social or recreational programs;
31.1.9 Any other term, condition, or privilege of employment.

30.2. The Proposer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

30.3. In the event of the Proposer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

30.4. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Proposer's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The proposer must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the proposer, a proposer will satisfy its posting obligations by posting such notices in an electronic format, provided that the proposer provides computers, or access to computers, that can access the electronic posting to such employees, or the proposer has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the proposer to notify job applicants of their rights if the proposer utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

30.5. E. The Proposer will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Proposer is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

30.6. The Proposer will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub Proposer or CONTRACTOR. The Proposer will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

30.7. The Proposer must, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

31. SECTION 504 OF THE REHABILITATION ACT OF 1973

31.1. CONSULTANT/CONTRACTOR/VENDOR agree that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the Assistance.

32. AGE DISCRIMINATION ACT OF 1975

32.1. The Proposer shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

33. VIETNAM ERA VETERANS' READJUSTMENT ACT OF 1974, SECTION 402

33.1. The Proposer shall comply with the provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Section 402, as amended. Section 402 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam Era Veterans and qualified special disabled veterans.

34. CHANGES

34.1. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the COUNTY.

35. COPYRIGHT AND DATA RIGHTS

35.1. CONSULTANT/CONTRACTOR/VENDOR grant to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

36. SEISMIC SAFETY REQUIREMENTS FOR THE CONSTRUCTION OF NEW BUILDINGS OR ADDITION TO EXISTING BUILDINGS

36.1. CONSULTANT/CONTRACTOR/VENDOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify compliance to the extent required by the regulation. The CONSULTANT/CONTRACTOR/VENDOR also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

37. FEDERAL LABOR STANDARDS

37.1. **Applicability**

i. Minimum wages and fringe benefits

All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be Posted at all times by the CONTRACTOR and its sub- CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe

benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer by email to DBAconformance@dol.gov . The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(E) The Contracting Officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

37.2. **Withholding**

i. Withholding requirements

LCBOCC may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), LCBOCC may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its reprocurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

37.3. **Payrolls and basic records**

i. Basic Record Requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the

Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/ sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or the contractor's or subcontractor's agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under section 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of Work actually performed, as specified in the applicable wage determination incorporated into the Contract.

D. Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv. Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

37.4. **Apprentices and equal employment opportunity**

i. Apprentices.

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be

permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.be permitted

C. Apprenticeship ratio The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii. Equal employment opportunity - The utilization of apprentices and journey worker under this part shall be in conformity with the equal employment opportunity requirements of 29 C.F.R. part 30.

37.5. **Compliance with Copeland Act requirements**. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

37.6. **Subcontracts.** The CONTRACTOR or sub- CONTRACTOR must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

37.7. **Contract termination: debarment**. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub- CONTRACTOR as provided in 29 CFR 5.12.

37.8. **Compliance with Davis - Bacon and Related Act requirements**. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

37.9. **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub- CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

37.10. **Certification of eligibilit**y

i. By entering into the Contract, the CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
ii. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a)
iii. The penalty for making false statements is prescribed in the U.S., Title 18 Crimes and Criminal Procedure, 18U.S.C. 1001.

37.11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
i. By Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

38. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA)

38.1. **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

38.2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1). The applicable amount for such liquidated damages is determined by the U.S. Department of Labor and can be found at: https://www.dol.gov/agencies/whd/resources/penalties

38.3. **Withholding for unpaid wages and liquidated damages**
i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
ii. **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
B. A contracting agency for its reprocurement costs;
C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
D. A contractor's assignee(s);
E. A contractor's successor(s); or
F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

38.4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

38.5. **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

38.6. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

38.7. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

38.8. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such

contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

38.9. **HEALTH AND SAFETY**

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds $100,000.

38.9.1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

38.9.2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

38.9.3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

39. COPELAND ANTI-KICKBACK ACT

39.1. Recipient and sub-recipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

39.2. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to projects funded solely through the FEMA Public Assistance Program.

39.3. Compliance

39.3.1. CONSULTANT/CONTRACTOR/VENDOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, which are incorporated by reference into the Contract.

39.3.2. Subcontracts. The CONSULTANT/CONTRACTOR/VENDOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime CONSULTANT/CONTRACTOR/VENDOR shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses.

39.3.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

40. BUILD AMERICA, BUY AMERICA ACT (BABA) – INFRASTRUCTURE PROJECTS

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

40.1.1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

40.1.2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the

manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of Domestic content of the manufactured product has been established under applicable law or regulation; and

40.1.3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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

41. INVESTING IN AMERICA

41.1. If applicable, Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, must include the following provision:

41.1.1. Signage Requirements

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

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

41.1.1.3. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

42. EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS

42.1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures.
ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
iii. Rates of pay or any other form of compensation and changes in compensation.

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
v. Leaves of absence, sick leave, or any other leave.
vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
viii. Activities sponsored by the contractor including social or recreational programs.
ix. Any other term, condition, or privilege of employment.

42.2. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

42.3. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

42.4. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The “contractor official” may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

42.5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico,

Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

42.6. As used in this clause:

i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

42.7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

42.8. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

42.9. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

42.10. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against protected veterans.

42.11. The contractor will include the provisions of this clause in every subcontract or purchase order of $150,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action

with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

42.12. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

End of Supplemental Conditions

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-656**

1. **Request:**

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AUTHORIZATION (STA) #2 WITH AXIS INFRASTRUCTURE, INC. IN AN AMOUNT NOT TO EXCEED $220,000, RETROACTIVE TO APRIL 1, 2026, FOR A CUMULATIVE TOTAL OF PAYMENT FOR SERVICES UNDER RFQ 24-26-AD TO CLOSE OUT THE FY2026 FOR THE CONTINUATION OF PLANNING SERVICES; AUTHORIZING THE TOWN MANAGER TO SIGN STA #2 AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

This action is necessary for the continuation of services with a total expenditure of $195,000, retroactive to May 1, 2025 added to the RFQ-24-26-AD.

What the action accomplishes:

This enables the Town to continue development review activities.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Frankie Kropacek, Community Development Director, Georgina Cid, Community Development Manager

---

5. **Background:**

Axis Infrastructure, Inc. in conjunction with Town Staff assists in managing the Planning and Zoning workload. This STA is a continuation of the original contract for the services for the remainder of Fical Year 2026, retroactive to April 1, 2026: Technical Support, GIS, and Special Project Management.

Attachments:

1. 26-158, STA 2 Axis Infrastructure, Inc. Planning and Zoning Services
2. Exhibit A to Resolution - STA 2 Axis Infrastructure FY26 Planning Services Extension of Services

Financial Impact:

The total expenditure will be funded through 10.20.515.53401.000.

6. **Alternative Action**

7. **Management Recommendations:**

Management recommends approval of these expenditures.

8. **Recommended Approval:**

Jason Green, Community Development Services	Created/Initiated - 7/13/2026
Conor Nally, Contracts & Procurement Manager	Approved - 7/13/2026
Frankie Kropacek, Community Development Director	Approved - 7/13/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/15/2026
nancy stuparich, Town Attorney	Approved - 7/16/2026

Amy Baker, Town Clerk
William McKannay, Town Manager

Approved - 7/17/2026
Final Approval - 7/17/2026

RESOLUTION NUMBER 26-158

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AUTHORIZATION (STA) #2 WITH AXIS INFRASTRUCTURE, INC. IN AN AMOUNT NOT TO EXCEED $220,000.00 FOR A CUMULATIVE TOTAL OF PAYMENT FOR SERVICES UNDER RFQ 24-26-AD IN THE AMOUNT OF $500,000 FOR THE CONTINUATION OF PLANNING SERVICES; AUTHORIZING THE TOWN MANAGER TO SIGN STA #2 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 became aware of the need to get additional assistance for planning and zoning services up to date as required by the Town's Comprehensive Plan and Land Development Code; and

WHEREAS, the Town has an existing contract with Axis Infrastructure, Inc. for planning and zoning professional services, which to date have been reliable and beneficial to the Town; and

WHEREAS, the Town requested, and Axis Infrastructure, Inc. provided a quote to complete the Town's need in an amount not to exceed $220,000.00, retroactive to April 1st, 2026, which requires approval by the Town Council since the cumulative amount of the Town's contract with Manager's approval, Inc. exceeds the Town Manager's approval authority; and

WHEREAS, approval of STA #2 is in the best interest of the Town and its residents by providing a professional planning and zoning process as well as compliance with Town's Comprehensive Plan and Land Development Code.

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

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

Section 2. STA #2 is hereby approved and the Town Manager is authorized to execute STA #17, a copy of which is attached as Exhibit A.

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

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

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

ADOPTED this _____ day of August, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

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

TOWN OF FORT MYERS BEACH SERVICE AGREEMENT

SUPPLEMENTAL TASK AUTHORIZATION

_X_ Supplemental Task Authorization NO.: STA # 2

CONTRACT/PROJECT NAME: Technical Support, GIS, and Special Project Management for FY25/26 Extension of Services

CONSULTANT: Axis Infrastructure PROJECT NO.: _____

SOLICIT NO.: RFQ-24-06-AD CONTRACT NO.: _____

REQUESTED BY: Frankie Kropacek DATE OF REQUEST: May 4, 2026

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A"	SCOPE OF PROFESSIONAL SERVICE:	DATED: October 10, 2025
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: October 10, 2025
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: October 10, 2025
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: October 10, 2025

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____ By: _____

Department Director Date Contracts Manager Date

ACCEPTED: Axis Infrastructure

By: _____

Consultant/Provider Date

TOWN APPROVAL:

By: _____ By:

Town Manager Date Town Attorney Date

Date to Proceed: _____

Cost of STA: N.T.E. $ 220,000.00

Date: May 4, 2026

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Technical Support, GIS, Special Project Management for FY 25/26 Extension of Services

Overview

STA NO. 16: Technical Support, GIS, Special Project Management for FY 25/26 Extension of Services

The following services will be provided by Axis Infrastructure for fiscal year 2025/2026:

1. Planning and Zoning staff, permit review, and technical analysis as required by the Comprehensive Plan and Land Development Code.
2. Coordination with Town departments and staff, advisory boards, and public hearings.
3. Coordinate special projects, manage Comprehensive Plan and LDC rewrite, manage GIS resource and other assets.
4. Coordinate with Town Management and Town Council and serve at their direction.
5. Transportation reviews and coordination when appropriate.

Hourly Breakdown:

Planner @ $110/ hour
Senior Planner @ $130/hour
Principal Planner @ $150/hour
Senior GIS Analysis @ 185/hour

Total Cost (of Job): N.T.E. $220,000.00

EXHIBIT B

Date: May 4, 2026

COMPENSATION AND METHOD OF PAYMENT FOR

Technical Support, GIS, Special Project Management for FY 25/26

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	Technical Support Community Development		NTE	WIPP
TOTAL (Unless list is continued on next page)		$220,000.00	NTE	

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 September 27, 2025, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto September 27, 2025, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: May 4, 2026

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR

Technical Support, GIS, Special Project Management for FY 25/26

Consultant or Sub-consultant Name: Axis Infrastructure
(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)
Principal Planner	65.00	2.3	$150
Senior Planner / Manager	$56.52	2.3	$130
Planner	$37.93	2.97	$110
GIS Analyst	61.66	3.0	$185
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: October 10, 2025

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR

Technical Support, GIS, Special Project Management for FY 25/26

CONSULTANT OR SUB-CONSULTANT NAME: Axis Infrastructure
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Standard Rate Schedule As Included with Proposal	
Travel to requested meetings	As outlined in Proposal
Items as directed by the Town, backup provided.	
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: May 4, 2026

TIME AND SCHEDULE OF PERFORMANCE FOR

JOB NAME – Fiscal 2023 Technical Support, GIS, and Special Project Management Extension of Services

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
#1-5	Technical Support, GIS, Special Project Management for FY 25/26	FY 2026	FY 2026

EXHIBIT D

Date: May 4, 2026

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR

Technical Support, GIS, Special Project Management for FY 25/26 Extension of Services

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
Planning /Transportation	Planning Analytics LLC					
GIS/Planning	Exp					

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-674**

1. **Request:**

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUPPLEMENTAL TASK AUTHORIZATION #5 OF CONTRACT RFQ-24-06-AD BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR PERMIT REQUIRED SHOREBIRD MONITORING AND TILLING COORDINATION SERVICES ASSOCIATED WITH THE ESTERO ISLAND 2026 TRUCK HAUL PROJECT FOR A COST OF $7,010.00; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

FDEP and USACE permit required monitoring and maintenance.

What the action accomplishes:

Provide monitoring and construction management related services.

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

5. **Background:**

Estero Island's coastal beach is among the Town of Fort Myers Beach most valuable economical and recreational assets.

The Town applied for and is receiving State funding for Hurricane Ian recovery for the purchase, transport, and placement of sand to offset impacts by filling scour holes and rebuilding emergency berms on Estero Island through the Estero Island 2026 Truck Haul Project.

Permits from the Florida Department of Environmental Protection and the United States Army Corps of Engineers require shorebird monitoring, agency coordination, and compaction testing throughout the beach tilling associated with the Estero Island 2026 Truck Haul Project.

Attachments:

1. Resolution 26-170. CEC Shorebird Monitoring and Beach Tilling Coordination
2. Attachment A to Res. 26505 STA 5 EI 2026 Shorebird Monitoring 20260413

Financial Impact:

Permit required activities are eligible for grant reimbursement from FDEP 23LE1, Lee County TDC ILA, and FDEM D1502 grants. The Town would be responsible for up to approximately 15% of STA #5 Cost, which equals $1051.50.

6. **Alternative Action**

Do not approve the requested Supplemental Task Authorization #5 of Contract # RFQ-24-06-AD.

7. **Management Recommendations:**

It is in the best interest of the Town to approve the requested Supplemental Task Authorization #5 of Contract # RFQ-24-06-AD.

8. **Recommended Approval:**

Chadd Chustz, Environmental Projects Manager	Created/Initiated - 7/17/2026
Frankie Kropacek, Community Development Director	Approved - 7/20/2026
Conor Nally, Contracts & Procurement Manager	Approved - 7/20/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/20/2026
Carolyn Luomala, Acting Finance Director	Approved - 7/20/2026
nancy stuparich, Town Attorney	Approved - 7/22/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/22/2026

RESOLUTION NUMBER 26-170

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUPPLEMENTAL TASK AUTHORIZATION #5 OF CONTRACT RFQ-24-06-AD BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR PERMIT REQUIRED SHOREBIRD MONITORING AND TILLING COORDINATION SERVICES ASSOCIATED WITH THE ESTERO ISLAND 2026 TRUCK HAUL PROJECT FOR A COST OF $7,010.00; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Estero Island's coastal beach is among the Town of Fort Myers Beach most valuable economical and recreational assets, and

WHEREAS, the Town applied for and is receiving State funding for Hurricane Ian recovery for the purchase, transport, and placement of sand to offset impacts by filling scour holes and rebuilding emergency berms on Estero Island through the Estero Island 2026 Truck Haul Project, and

WHEREAS, permits from the Florida Department of Environmental Protection and the United States Army Corps of Engineers require shorebird monitoring, agency coordination, and compaction testing throughout the beach tilling associated with the Estero Island 2026 Truck Haul Project, and

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested Supplemental Task Authorization #5 of Contract # RFQ-24-06-AD.

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

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

Section 2. The Town Council hereby approves Supplemental Task Authorization #5 of Contract # RFQ-24-06-AD between the Town and Coastal Engineering Consultants, Inc., for $7,010.00. A copy of Supplemental Task Authorization #5 of Contract # RFQ-24-06-AD is attached hereto as Attachment "A".

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

Dan Allers, Mayor	___
Scott Safford ,Vice Mayor	___
John 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 _____.

TOWN OF FORT MYERS BEACH SERVICE AGREEMENT

SUPPLEMENTAL TASK AUTHORIZATION

X Supplemental Task Authorization NO.: 5

CONTRACT/PROJECT NAME: Estero Island 2026 Shorebird Monitoring & Tilling Coordination

CONSULTANT: Coastal Engineering Consultants, Inc. PROJECT NO.: _____

SOLICIT NO.: On-Going Misc Professional Services CONTRACT NO.: RFQ-24-06-AD

REQUESTED BY: Chadd Chustz, Environmental Project Manager DATE OF REQUEST: 2/15/2026

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A"	SCOPE OF PROFESSIONAL SERVICE:	DATED: April 13, 2026
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: April 13, 2026
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: April 13, 2026
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: April 13, 2026

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____ By: _____

Department Director Date Contracts Manager Date

ACCEPTED:

By: _____ April 13, 2026

Consultant/Provider Date

TOWN APPROVAL:

By: _____

Town Manager Date

EXHIBIT A

Date: April 13, 2026

SCOPE OF PROFESSIONAL SERVICES

Estero Island Beach 2026 Truck Haul Project

INTRODUCTION

The Town applied for and is receiving State Funding for Hurricane Ian Recovery for purchasing, transporting and placing sand to offset impacts by filling scour holes and rebuilding emergency berms.

1. Shorebird Monitoring and Tilling Coordination

Conduct the Permit required shorebird monitoring and reporting throughout the beach tilling.

Provide agency coordination on permit requirements for location, timeframe, and depth of tilling. Attend routine meetings.

Conduct compaction testing to verify tilling work met Permit requirements. Prepare and submit compaction testing report.

Total Cost (of Job): $7,010

EXHIBIT B

Date: April 13, 2026

COMPENSATION AND METHOD OF PAYMENT

Estero Island 2026 Shorebird Monitoring & Tilling Coordination

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 1	Construction Phase Services	$7,010	LS	W.I.P.P.
TOTAL		$7,010		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 9/14/2023, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 3/9/2026, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: April 13, 2026

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR

Estero Island 2026 Shorebird Monitoring & Tilling Coordination

Consultant or Sub-Consultant Name: Coastal Engineering Consultants, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule Included in Master Contract			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: April 13, 2026

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

Estero Island 2026 Shorebird Monitoring & Tilling Coordination

CONSULTANT OR SUB-CONSULTANT NAME: Coastal Engineering Consultants, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE $100.00
Meals: Breakfast Lunch Dinner In accordance with the Runzheimer rate service for Travel utilizing the “average”, dated 5/4/06	 $12.01 $11.82 $24.72
Reproduction (Photocopy) 8 ½” x 11”	$0.15/Page
8 ½” x 14”	$0.20/Page
11” x 14”	$0.35/Page
Reproduction (Blue/White Prints)	$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual Cost
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

*NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: April 13, 2026

TIME AND SCHEDULE OF PERFORMANCE

Estero Island 2026 Shorebird Monitoring & Tilling Coordination

This EXHIBIT “C” establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed
Task 1	Shorebird Monitoring & Tilling Coordination	60	60

EXHIBIT D

Date: April 13, 2026

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

Estero Island 2026 Shorebird Monitoring & Tilling Coordination

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
Shorebird Monitoring	Yohn Villalta, Ft. Myers, FL					X

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-589**

1. **Request:**

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING/DENYING A MOTION TO DISMISS FILED BY ZACHARY W. LOMBARDO, ESQUIRE ON BEHALF OF TODD R. PLAISTED, AS TRUSTEE FOR THE TODD R. PLAISTED TRUST OF A [SECOND RENEWED] ADMINISTRATIVE APPEAL BUILDING PERMIT # 242333 / #234477 (21391 WIDGEON TERRACE) FILED BY HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, AND STEPHANIE HIMMELSTEIN; PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**
Other

4. **Submitter of Information:**

---

5. **Background:**

Himmelstein Associates, LLC, Robert Himmelstein, and Stephanie Himmelstein (the "Himmelsteins") have filed a Second Renewed Administrative Appeal of a building permit(s) #242333/#234477 issued for construction of an enclosed elevated pool at property located at 21391 Widgeon Terrace, Fort Myers Beach, Florida. The property is owned by the Himmelsteins' neighbor Todd R. Plaisted as Trustee for the Todd R. Plaisted Trust ("Plaisted"). The appeal has been pending since December 2024. Resolution of the appeal was delayed by the Town Council pending the judicial review of variances granted by the Town Council to authorize the construction of the pool. On appeal, the circuit court upheld the Town Council's approval of the variance. The Himmelsteins appealed the circuit court decision, which was denied by the 6th Judicial Court of Appeal. In addition, the Himmelsteins provided notice to the Town that the surveyor, who prepared the survey at issue was disciplined by the Florida Department of Agriculture & Consumer Services, Board of PRofessional Surveyors and Mappers for errors in the survey. The survey was corrected and Town staff determined that the errors did not impact the validity of the granted variances and took no further action in response to the Himmelstein's notice.

During preparation of the appeal, Town staff and the parties noted there was a procedural issue related to the Town Council's jurisdiction to address the appeal of the building permit under Ordinance 24-30 that was amended in 2024 to authorize the Town's Code Enforcement Special Magistrate's to adjudicate appeals of building official decisions. Plaisted's attorney has filed a Motion to Dismiss the pending appeal on the grounds that the Town Council lacks jurisdiction. The Himmelsteins, through their attorney, have filed a response in opposition. This appeal is the first application of the recently adopted change to the review process of building official decisions, which merits direction from the Town Council as to its application of building official appeals. The change to the review process of building official decisions was due to the fact that the Interlocal Agreement with the Lee County Board of Adjustment and Appeals had expired and an impartial fact-finder was needed to fulfill this role. The Town Attorney has previously provided her opinion regarding application of Ordinance 24-30 to the current facts; however, the Himmelstein's attorney has raised some issued that merit comment by the Town Council as well as resolution of the pending Motion to Dismiss prior to a review of the merits of the appeal.

For purposes of efficiency, the parties and the Town Attorney have agreed that the review of the

Motion to Dismiss should be reviewed by the Town Council at a separate hearing from the merits on the appeal. If the Town Council grants the Motion to Dismiss, the appeal is concluded. If the Town Council denies the appeal, the Town Council should identify a date for a hearing on the Second Renewed Administrative Appeal of a building permit(s) #242333/#234477 or transfer the case to the Special Magistrate for further disposition.

Attachments:

1. Motion to Dismiss Filed on behalf of Todd Plaisted
2. Himmelstein Response in Opposition to Motion to Dismiss
3. Himmelstein Supplemental Information - 2nd Renewed Admin Appeal filed 12.13.24
4. Himmelstein Supplemental Information - 12.12.24 - 2nd Renewed Admin Appeal APPX
5. Himmelstein Supplemental Information - 12.12.24 - 2nd Renewed Admin Appeal w. Exhibits (1)
6. Himmelstein Supplemental Information - CDD Supp. PH-F 2nd Renewed Admin. Appeal 12.13.24
7. NS Final Town of Fort Myers Beach's Response August 3, 2026 (1)
8. Town Attorney March 3, 2025 Opinion/Response to Appeal
9. Exhibit A to the Town Attorney's March 3 2025 Opinion/ Response - Approval letter for Building Permit 242333)
10. Exhibit B to Town Attorney's March 3, 2025 Opinion/Response to Appeal - Copy of Ordinance 24-30
11. Town Attorney Standing Memorandum
12. Copy of Sec. 34-86 Administrative Appeals - Municode
13. Copy of Ordinance 24-30
14. 10.16.25 Ltr to Town Counsel re FDACS Reprimand Alvarez _ LandTec Survey (2) (1)
15. Plaisted Land Boundary Survey - Signed Affidavit (1)
16. 2026.07.24 Reply to Appellants Response in Opposition to Owner's Motion to Dismiss Administrative Appeal

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 7/21/2026
nancy stuparich, Town Attorney	Approved - 7/24/2026
Amy Baker, Town Clerk	Approved - 7/24/2026
William McKannay, Town Manager	Final Approval - 7/24/2026

TOWN COUNCIL
TOWN OF FT. MYERS BEACH, FLORIDA

Administrative Appeal Re:
Building Permit # 242333 / #234477 (21391 Widgeon Terrace)

MOTION TO DISMISS [SECOND RENEWED] ADMINISTRATIVE APPEAL BUILDING PERMIT # 242333 / #234477 (21391 Widgeon Terrace)

Todd R. Plaisted, as Trustee for the Todd R. Plaisted Trust ("Owner"), as the owner of the building/structure existing on the real property located at 21391 Widgeon Terrace, Fort Myers Beach, Florida (the "Subject Property") and applicant/recipient for/of building permits #242333/#234477[1], by and through the undersigned counsel, and without waiving any additional argument, hereby moves to dismiss the Notice of Appeal improperly filed December 13, 2024, (the "Notice of Appeal")[2] by purported appellants, HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, and STEPHANIE HIMMELSTEIN (the "Appellants") for two independent reasons.

As* stated *herein, for both of the below reasons, the Town does not have jurisdiction to hear this appeal nor discretion to transfer it to another tribunal.

I. This appeal must be dismissed for failure to follow the Town's enacted appellate procedures.

Appellants may not bring this Appeal under Section 34-86, of the Town's Land Development Code ("LDC").

This appeal of the building permits is brought under Section 34-86, LDC, despite that Section, by the ordinance's plain text, not applying.

---

[1] Both permits are cited in the Notice of Appeal but permit 234477 was revoked and thus any appeal as to this permit is moot.

[2] The Notice of Appeal has no indication it was served upon Owner despite it seeking to materially and substantially impact Owner's property rights.

That ordinance states:

(a) Function. The town council will hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, determination, or action of any administrative official charged with the administration and enforcement of the provisions of this code, or any other ordinance or portion of this code which provides for similar review; provided, however, that:

(1) No appeal to the town council shall lie from any act by such administrative official pursuant to:

a. An order, resolution, or directive of the town council directing him to perform such act; or

b. ***Any ordinance or other regulation or provision in this code which provides a different appellate procedure***.

(2) The appeal to the town council shall be in writing on forms provided by the director, and shall be duly filed within 30 calendar days, but not thereafter, after such act or decision by the administrative official. The appeal shall specify the grounds for the appeal.

(3) ***No appeal shall be considered by the town council where it appears to be a circumvention of an established or required procedure***. Specifically, in no case may an appeal be heard when the town council determines that the case should more appropriately be heard on a request for a variance.
(4) Appeals from administrative action do not require a public hearing before the local planning agency.

(Emphasis added.)

This appeal is an appeal of the issuance of building permits which specifically has a different appellate procedure and thus, pursuant to Sections 34-86(a)(1)(b) and (3), LDC, Section 34-86 ***does not*** govern this appeal. Instead, this appeal is governed by a different appellate procedure, Section 6-80 of the LDC.

Section 6-80, LDC, states:

(a) Whenever the building official or fire official or their designees shall reject or refuse to approve the mode or manner of construction to be followed or materials to be used, or when it is claimed that the provisions of a code do not apply, or that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of a code or any of the regulations thereunder have been misconstrued or wrongly interpreted, ***the owner of such building or structure, or his duly authorized agent, may appeal from the decision of the building official or fire official or their***

designees to the Town of Fort Myers Beach Special Magistrates. Notice of appeal shall be in writing and filed within 30 days after the decision is rendered by the building official or fire official or their designees. All requests for appeal shall be on forms provided by the building official with payment of the appropriate fee.

(b) In the case of a building or structure which in the opinion of the building official is unsafe or dangerous, the building official may, in his order, limit the time for such appeal to a shorter period.

(Emphasis added.)

"If the plain language of the ordinance is unambiguous, we are required to apply its plain meaning and are without power to construe it in a way which would modify, limit, or extend those express terms." *City of Miami v. Gabela*, 390 So. 3d 65, 68 (Fla. 3d DCA 2023); *see also Rinker Materials Corp. v. N. Miami, 286 So. 2d 552, 553 (Fla. 1973)*.

Ordinance 24-30 (which amended Section 6-80, LDC) was enacted on November 18, 2024, and, pursuant to its own terms, became effective "upon adoption" and thus was effective on November 18, 2024. § 166.041(5), Fla. Stat. ("All ordinances or resolutions passed by the governing body shall become effective 10 days after passage ***or as otherwise provided therein***.").

The permit on appeal, pursuant to the City's documentation provided to the Appellant, attached to the filed appeal, was issued on November 19, 2024. Accordingly, when issued, the applicable appellate procedure was the one established in Ordinance 24-30.[3]

Pursuant to Section 6-80, LDC, the Appellants, if they have any right of appeal, which is not conceded, had 30 days from November 19, 2024, or until December 19, 2024, to file the appeal to the Town's special magistrate, not Town Council.

[3] The appellants are on constructive notice of Town ordinances. *See Ammons v. Okeechobee Cty*., 710 So. 2d 641, 644 (Fla. 4th DCA 1998).

This was not done.

Instead, an appeal using inapplicable procedure was filed with the Town Council. No subsequent appeal was properly and timely filed. Instead, Appellants argue incorrectly in their May 16, 2025, "handout"[4] that Ordinance 24-30 does not apply. It is not clear how this argument resolves the issue. Appellants also argue in the alternative that the appeal should be treated as a venue issue and transferred to the Special Magistrate. This concept, however, is not provided for in the Town's ordinances and may not be read into them. *Gabela*, 390 So. 3d at 68.

To support this, Appellant cites three cases. Not one of them involves local government ordinances or local government decision making. Instead, all three involve interpreting the rules applicable to civil litigation and/or venue which is not applicable to local government decisions. Filing with Town Council versus the Special Magistrate is not a venue issue, as the two tribunals do not have overlapping jurisdiction as to this appeal. To explain this, in Florida there are 20 Circuit Courts that are on even footing and are different "venues" in that each covers a different geographic area, but not a different jurisdictional area. Venue disputes involve, for example, which Circuit Court a matter can be heard in. Courts, as cited by Appellants, have routinely held that where venue is found to be incorrect, venue can be changed. This is distinguishable from this appeal because the initial filing when there is a venue issue was made in the correct type of court, a Circuit Court. Here, the initial filing was made in the wrong "court" entirely and thus the jurisdictional filing deadline was not met. This creates a lack of jurisdiction that cannot be remedied now years after the jurisdictional appellate deadline.

[4] There is no indication that this handout was served upon the Owner.

For this reason alone, the Appeal must be dismissed because the plain language of the applicable appellate procedure was not followed and the Town Council does not have jurisdiction over this Appeal.

II. The purported appellants do not have a right to bring this appeal.

Independently from the above, the Appellants could not have brought this appeal under Section 6-80, LDC for lack of a right to do so.

The applicable ordinance states:

> (c) Whenever the building official or fire official or their designees shall reject or refuse to approve the mode or manner of construction to be followed or materials to be used, or when it is claimed that the provisions of a code do not apply, or that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of a code or any of the regulations thereunder have been misconstrued or wrongly interpreted, ***the owner of such building or structure, or his duly authorized agent, may appeal*** from the decision of the building official or fire official or their designees to the Town of Fort Myers Beach Special Magistrates. Notice of appeal shall be in writing and filed within 30 days after the decision is rendered by the building official or fire official or their designees. All requests for appeal shall be on forms provided by the building official with payment of the appropriate fee.
>
> (d) In the case of a building or structure which in the opinion of the building official is unsafe or dangerous, the building official may, in his order, limit the time for such appeal to a shorter period.
>
> *(Emphasis added.)* (Note that the recently enacted Ordinance 24-30 did not change the emphasized language.)

"If the plain language of the ordinance is unambiguous, we are required to apply its plain meaning and are without power to construe it in a way which would modify, limit, or extend those express terms." *Gabela*, 390 So. 3d at 68.

It is beyond clear the appellate rights of Section 6-80, LDC, are solely provided to the owner of the building or structure.

The Appellants are not the owners of the building or structure located at the Subject Property, *see* Notice of Appeal paragraphs 1 and 2, and therefore have no right to bring

this appeal. The Owner has not appealed, and thus this appeal must be dismissed for this additional reason.

Because of this requirement, not only does the Town Council not have jurisdiction, even if time were not a factor, the Appellants would not be able to bring this appeal by refiling.

III. Conclusion.

Therefore, this appeal should be dismissed because the Town Council does not have jurisdiction, amendment is futile.

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that, on this 28th day of May 2026, a true and correct copy of the foregoing has been filed with the Town Clerk, Amy Baker at Amy@fmbgov.com, and served by email to the Town's attorney, Nancy Stuparich, at nstuparich@voselaw.com, and counsel for Appellants Robert Hartsel and Shai Ozery at robert@hartsell-law.com and shai@hartsell-law.com.

WOODWARD, PIRES & LOMBARDO, P.A.
3200 Tamiami Trail N., Ste. 200
Naples, FL 34103
Phone: (239) 649-6555 Fax: (239) 649-7342

By /s/ Zachary W. Lombardo____
Zachary W. Lombardo, Esq.
Florida Bar No. 117530
zlombardo@wpl-legal.com
service@wpl-legal.com
kchylinski@wpl-legal.com
Anthony P. Pires, Jr., Esq.
Florida Bar No. 203671
apires@wpl-legal.com
lgregg@wpl-legal.com
Counsel for Owner

TOWN COUNCIL
TOWN OF FT. MYERS BEACH, FLORIDA

Administrative Appeal Re:
Building Permit # 242333 / #234477 (21391 Widgeon Terrace)

APPELLANTS' RESPONSE IN OPPOSITION TO OWNER'S MOTION TO DISMISS [SECOND RENEWED] ADMINISTRATIVE APPEAL — BUILDING PERMIT # 242333 / #234477 (21391 Widgeon Terrace)

Appellants, HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, and STEPHANIE HIMMELSTEIN ("Appellants"), by and through undersigned counsel, respond in opposition to the Motion to Dismiss filed May 28, 2026 (the "Motion") by Todd R. Plaisted, as Trustee for the Todd R. Plaisted Trust (the "Owner"), and state:

I. Introduction and Summary.

The Motion should be denied because it rests on a self-defeating premise. The Owner first contends that Section 6-80 of the Land Development Code ("LDC") supplies the exclusive appellate procedure for this Appeal, ousting Town Council review under Section 34-86, and therefore, Appellant cannot circumvent this procedure they are required to pursue. Subsequently, the Owner then argues, correctly, that Section 6-80, by its plain terms, confers appellate rights *solely* upon "the owner of such building or structure, or his duly authorized agent." Mot. to Dismiss, at 5 ("It is beyond clear the appellate rights of Section 6-80, LDC, are solely provided to the owner of the building or structure."). Simply put, the Owner seeks dismissal for Appellant's failure to pursue what the Owner contends is the required procedure under Section 6-80, but admits Section 6-80, LDC does not apply to Appellants.

Both points cannot do the work the Owner asks of them. A provision that affords these Appellants no right of appeal whatsoever cannot be the "different appellate procedure" that displaces Town Council jurisdiction under Section 34-86(a)(1)(b). Because Section 6-80 provides

no procedure, different or otherwise, for an adjacent owner aggrieved by the erroneous issuance of a building permit, Section 34-86 remains the applicable, and indeed the only, administrative avenue for this Appeal.

The Appeal was timely filed under that Section on December 13, 2024[1], within 30 days of the November 19, 2024 issuance, the Owner himself identifies. The Motion should be denied and the Appeal heard on its merits.

II. Section 34-86 Governs This Appeal and Section 6-80 Does Not Apply to Appellants.

a. Section 6-80's Plain Text Limits its Appellate Procedure to the Owner of the Building or Structure.

By its plain terms, Section 6-80 applies to "the owner of such building or structure" alone, not to Appellants, who own the adjoining property, as conceded by the Owner's own instant Motion. Section 6-80, LDC, provides, in relevant part, that when the building official rejects or refuses to approve the mode or manner of construction, or when specified claims of code misapplication are made, "the **owner of such building or structure, or his duly authorized agent**, may appeal from the decision of the building official or fire official or their designees to the Town of Fort Myers Beach Special Magistrates." § 6-80, LDC (emphasis added). As the Owner's own authority instructs, "[i]f the plain language of the ordinance is unambiguous, we are required to apply its plain meaning and are without power to construe it in a way which would modify, limit, *or **extend*** those express terms." *City of Miami v. Gabela*, 390 So. 3d 65, 68 (Fla. 3d DCA 2023) (emphasis added); *see also Rinker Materials Corp. v. City of N. Miami*, 286 So. 2d 552, 553 (Fla. 1973).

[1] *See* service emails attached as Exhibit A, serving the Town, through the Town Clerk, and the Owner, through his Counsel, as well as re-serving the Appeal in February of 2025, in response to the Town's request.

Appellants are the adjacent property owners. *See* Admin. Appeal ¶¶ 1-2. They are not "the owner of such building or structure" at the Subject Property, and the Owner emphatically agrees. *See* Mot. to Dismiss at 5-6. Under the very plain-meaning rule the Owner invokes, this tribunal is "without power" to extend Section 6-80's owner-only procedure to third parties. *Gabela*, 390 So. 3d at 68. Section 6-80 therefore provides Appellants nothing, no right, no forum, no procedure, and thus, the Section 6-80 procedure cannot serve as an "established or required procedure" for Appellants to engage, let alone circumvent.

b. An Ordinance That Provides an Appellant No Procedure Cannot be a "Different Appellate Procedure" under Section 34-86(a)(1)(b).

Because Section 6-80 affords these Appellants no appellate procedure at all, it cannot be the "different appellate procedure" that triggers Section 34-86(a)(1)(b)'s exception, and the general grant of Section 34-86(a) governs. Section 34-86(a) provides that the Town Council "will hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, determination, or action of any administrative official charged with the administration and enforcement of the provisions of this code." The narrow exception to the above, as argued by the Owner, under Section 34-86(a)(1)(b), removes an appeal from Council review ***only*** when the challenged act was taken under "[a]ny ordinance or other regulation or provision in this code **which provides a different appellate procedure**." § 34-86(a)(1)(b), LDC.

This exception, by its terms, presupposes that an alternative appellate route exists for the appeal at issue. It is a channeling provision, directing appeals to specialized tribunals where the code has created them, not extinguishing itself. Related provisions of the same code must be read in *pari materia* and harmonized so that each is given effect. *See Fla. Dep't of State v. Martin*, 916 So. 2d 763, 768 (Fla. 2005); *Forsythe v. Longboat Key Beach Erosion Control Dist.*, 604 So. 2d 452, 455 (Fla. 1992) ("Where possible, courts must give full effect to all statutory provisions and

construe related statutory provisions in harmony with one another."). As to a third party, adjacent property owner's appeal of the issuance of a building permit, Section 6-80 supplies no appellate procedure at all, the Owner's second argument admits such. An ordinance that affords the appellant no procedure cannot logically "provide a different appellate procedure" for that appellant's appeal. The exception is therefore inapplicable to the instant Appeal, and the general grant of Section 34-86(a) governs.

The remainder of Section 34-86 confirms Appellant's position. Unlike Section 6-80, Section 34-86 contains no limitation on who may appeal. Where the drafters of the Land Development Code intended to restrict appellate rights to a defined class, they did so expressly, as Section 6-80's "owner of such building or structure" language demonstrates. The omission of any comparable limitation from Section 34-86 must be presumed intentional. *See Leisure Resorts, Inc. v. Frank J. Rooney, Inc.*, 654 So. 2d 911, 914 (Fla. 1995) ("When the legislature has used a term, as it has here, in one section of the statute but omits it in another section of the same statute, we will not imply it where it has been excluded"). Indeed, Section 34-86(b)(2) expressly directs the Town Council to consider "the testimony of the appellant, and testimony of the general public" language irreconcilable with any suggestion that this remedy belongs to permit applicants alone. And Section 34-86(c) empowers the Council to "reverse, affirm, or modify any decision or action of any administrative official charged with the administration or enforcement of this chapter," precisely the relief this Appeal seeks.

c. Section 6-80 Addresses a Different Subject Matter: Owner Appeals From Adverse Technical Construction-Code Decisions.

Section 6-80's triggering events confirm it does not apply to the instant Appeal. It applies "[w]henever the building official or fire official or their designees shall *reject or refuse to approve* the mode or manner of construction to be followed or materials to be used," or when "it is claimed"

that a code's provisions do not apply, that "an equally good or more desirable form of construction can be employed," or that the "true intent and meaning of a code" has been misconstrued. § 6-80(a), LDC. Every clause describes a technical construction-code determination adverse to the owner or builder, the classic dispute between a permit applicant and the building official over methods, materials, and code interpretation, for which the code provides an owner-initiated appeal. It resides in the division of Chapter 6 governing appeals under the standard construction codes, which by its own terms applies to "any contractor, owner, agent, manufacturer or supplier providing construction services or materials regulated by standard codes enforced by the Town."

The instant Appeal is nothing of the kind. It alleges that a Town administrative official erred in *issuing* a permit in reliance on a survey that misrepresents the unit boundaries established by the recorded condominium plat, thereby understating the impervious-surface coverage in violation of LDC Section 6-14's 67-percent limitation, to the direct detriment of the adjoining property. Appeal ¶¶ 9-21. That is precisely an "error in a[n] . . . action of a[n] administrative official charged with the administration and enforcement of the provisions of this code" committed to the Town Council under Section 34-86(a). It is not a rejection of a mode of construction, and it is not an owner's claim for relief from the building official's technical judgment.

III. The Owner's Argument Would Produce an Absurd Result and Render Section 34-86 Meaningless as Applied to Permit Issuances, Inconsistent with Florida Law

Should this tribunal take the Owner's contradictory arguments as true, the result is that no person could ever administratively appeal the erroneous issuance of a building permit. An owner will certainly never appeal a permit issued in his own favor, and under the Owner's interpretation, every other person would be barred by Section 6-80's owner-only limitation. This absurd reading would render Section 34-86, the code's general appellate safety valve, meaningless, with no ability

for any aggrieved person to use it. Permit issuance would be categorically insulated from the Town's own appellate review.

Florida law forbids that construction. Courts must avoid literal readings that lead to unreasonable or absurd consequences[2] and must not construe enactments so as to render any provision "mere surplusage." *See Hechtman v. Nations Title Ins. of N.Y.*, 840 So. 2d 993, 996 (Fla. 2003). The Owner's reading does both, it reduces Section 34-86 to a nullity as to an entire category of administrative action, and it strips adjoining owners whom Florida law has long recognized as proper parties to enforce land-use regulations in which they hold a legally recognizable interest,[3] of the very administrative remedy Florida courts require aggrieved parties to exhaust before seeking judicial relief. *See De Carlo v. Town of West Miami*, 49 So. 2d 596, 596–97 (Fla. 1950).

IV. The Ordinance 24-30 Timing Argument is Immaterial as Section 6-80 Does Not Apply Under Either Version.

The Motion devotes considerable attention to whether Ordinance 24-30, adopted November 18, 2024, governed the permit issued the following day. The Motion concedes, however, that Ordinance 24-30 "did not change" Section 6-80's owner-only language. *See* Mot. to Dismiss, at 5. Whether the pre-amendment version (routing owner appeals to Lee County's Boards of Adjustment and Appeals) or the post-amendment version (routing them to the Town's Special

[2] *Johnson v. Presbyterian Homes of Synod of Fla., Inc.*, 239 So. 2d 256, 263 (Fla. 1970) ("It is fundamental that a statute should be given a reasonable interpretation. No literal interpretation should be given which leads to an unreasonable or ridiculous conclusion.").

[3] *Renard v. Dade County*, 261 So. 2d 832, 837 (Fla. 1972). Dismissing this timely, properly noticed Appeal without any hearing on its merits would independently offend due process. A quasi-judicial proceeding must afford the parties notice and a meaningful opportunity to be heard. *See Jennings v. Dade County*, 589 So. 2d 1337, 1340–41 (Fla. 3d DCA 1991). Under the Owner's own construction, Section 6-80 affords Appellants no forum and Section 34-86 would be ousted, leaving Appellants with no avenue whatsoever to be heard on the erroneous issuance of a permit that directly injures their property. Denying these Appellants any opportunity to be heard, in any forum, is the antithesis of due process, and the Town Council should reject a reading of its Code that produces that result.

Magistrates) applied on November 19, 2024, as demonstrated above, Section 6-80 does not apply to the instant Appeal. The ordinance-timing dispute is therefore irrelevant to the jurisdictional argument proffered.

V. The Appeal was Timely and Service was Properly Perfected under Section 34-86.

Section 34-86(a)(2) requires that an appeal be in writing, specify its grounds, and be filed within 30 calendar days of the act or decision. Even by the Owner's own account, the operative permit issued on November 19, 2024. *See* Mot. to Dismiss, at 3. This Second Renewed Appeal was filed December 13, 2024, 24 days later, in writing, with the Town, specifying its grounds in detail with supporting exhibits. *See* Exhibit A, Service Emails. It is timely on its face.

Nor do the Owner's service complaints supply any basis for dismissal. Appellants transmitted the Appeal on December 13, 2024, within the 30-day window, directly to the Town Clerk, Amy Baker, at amy@fmbgov.com, together with the Town's attorneys, planning staff, and the Owner's Counsel. *See* Exhibit A. Contemporaneous delivery to the Town Clerk is confirmed by the automatic reply generated from her office that same day, December 13, 2024. *Id*.

VI. In the Alternative, a Timely Written Appeal Filed with the Town Warrants Referral to the Proper Town Tribunal, Not Dismissal.

Even accepting the Owner's premise for the sake of argument, dismissal would not follow. The Owner does not, and cannot, dispute that a written notice of appeal, specifying its grounds, was filed *with the Town* within 30 days of the November 19, 2024 issuance. The defect the Owner alleges is not one of timing but of internal routing: the filing was addressed to one Town tribunal rather than another. The Town itself has recognized that the appropriate disposition in such circumstances is scheduling before the proper tribunal, not dismissal. The Assistant Town Attorney's November 15, 2024 correspondence to undersigned counsel advised that if Appellants wished to continue their appeal, "we will work on scheduling the appeal before the Town's Special

Magistrate." Exhibit A to Appeal.[4] Additionally, the Appellants relied upon these representations and method, in ensuring that not only the Town Clerk, but also that Town Counsel was served with the instant Appeal.

The Owner's venue discussion attacks an argument Appellants need not make. Whatever the differences between Florida's circuit courts and the Town's internal tribunals, the Owner cites no authority from Florida or anywhere else holding that a timely written appeal filed with the correct municipality is a jurisdictional nullity because it named the wrong municipal tribunal. Both tribunals are organs of the same Town, both filings are made with and processed by the same Town government, and the Town received actual, timely, written notice of the appeal and its grounds and its Counsel prior represented "**we** will work on scheduling the appeal before the Town's Special Magistrate." If the Town Council were to conclude that the Special Magistrate is the proper forum, a conclusion Appellants dispute, the remedy consistent with the Town's own stated practice, and representations to Appellant, is referral, not the extinguishment of a timely appeal. To the contrary, Florida's settled policy is that a filing in the wrong forum is cured by transfer, not defeated by dismissal. *See McClain v. Crawford*, 815 So. 2d 777, 778 (Fla. 2d DCA 2002) ("The remedy for improper venue is a transfer to the proper venue, not dismissal…even if venue was improper, the case should have been transferred, not dismissed").

[4] The Town Attorney's November 15, 2024 correspondence predates the adoption of Ordinance 24-30 and concerned the then-pending Renewed Appeal of a permit the Town stated had not yet issued. Appellants cite it here solely for the proposition that the Town itself has treated scheduling before the appropriate Town tribunal — not dismissal — as the proper disposition of a timely filed appeal.

VII. Conclusion.

The Motion should be denied because Section 6-80 gives these Appellants no remedy and cannot displace Section 34-86, the only avenue Appellants have under the LDC, and which they timely invoked. The Owner's Motion asks this tribunal to read the Land Development Code so that an erroneously issued building permit can never be administratively appealed by anyone. The code's plain text, read as a whole, compels the opposite conclusion: Section 6-80 is an owner-only procedure for technical construction-code disputes that provides these Appellants no remedy, and Section 34-86, which contains no limitation on who may appeal, expressly contemplates testimony from the appellant and the general public, and empowers the Council to reverse or modify any administrative decision, § 34-86(b)(2), (c), LDC, therefore supplies the applicable procedure, one Appellants timely invoked. Appellants respectfully request that the Town Council deny the Motion to Dismiss, set this Appeal for hearing on the merits pursuant to its authority under Section 34-86(c), and grant such other relief as is just and proper; in the alternative, and without waiving the foregoing, Appellants request that the Appeal be referred to the Town's Special Magistrate for hearing rather than dismissed.

Respectfully submitted this 20th day of July 2026.

By: /s/ Robert N. Hartsell
Robert N. Hartsell, Esq.
Florida Bar No. 636207
Robert@Hartsell-Law.com
Shai Ozery, Esq.
Florida Bar No. 118371
Shai@Hartsell-Law.com
ROBERT N. HARTSELL, P.A.
61 NE 1st Street, Suite C
Pompano Beach, FL 33060
Telephone: 954-778-1052
Counsel for Appellants

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that, on this 20th day of July 2026, a true and correct copy of the foregoing has been filed with the Town Clerk, Amy Baker, at Amy@fmbgov.com, and served by email upon the Town's attorney, Nancy Stuparich, at nstuparich@voselaw.com, and upon counsel for the Owner, Zachary W. Lombardo, Esq., at zlombardo@wpl-legal.com and service@wpl-legal.com, and Anthony P. Pires, Jr., Esq., at apires@wpl-legal.com.

/s/ Robert N. Hartsell
Robert N. Hartsell, Esq.

EXHIBIT A

Shai Ozery <shai@hartsellozery.com>

[2ND RENEWED] ADMINISTRATIVE APPEAL dated November 15, 2024 BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)

Shai Ozery <shai@hartsellozery.com> Fri, Dec 13, 2024 at 5:42 PM
To: Kendra@fmbgov.com, bvose@voselaw.com, Sarah Propst <sarah.propst@fmbgov.com>, amy@fmbgov.com, mrondel@voselaw.com
Cc: Robert Hartsell <robert@hartsellozery.com>, robert@capecoralattorney.com

Download full resolution images
Available until Jan 12, 2025

Dear Town Attorney and Town Clerk

Our firm represents the Appellants, HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, and STEPHANIE HIMMELSTEIN in a legal capacity.

Please find the 2nd RENEWED Admin Appeal on permit reissued on September 9, 2024, and then again on November 15, 2024.

Please find attached hereto for filing: A **2nd RENEWED Administrative Appeal** filed pursuant to Fort Myers Beach Code Section 34-86 (Appeals from administrative action) the building permit and site plan issued for **213191 Widgeon Terrace (App. Bates No. 149)**, Fort Myers Beach, Florida (subject property) and exhibits, attached in PDF hereto. Please use the original Admin Appeal Fee $1000 that was accepted previously and has not been returned

Links to the applicable documents for the appeal maybe set forth below, if the documents are too large for attachment.

Please let us know if you have any questions or concerns.

Sincerely,

Shai Ozery, Esq.
Partner
Hartsell | Ozery, P.A.
(Licensed to Practice Law in Florida and Colorado)

Hartsell | Ozery PA
Attorneys at Law

Website: www.hartsellozery.com
Office: (954) 778-1052
Address: 61 NE 1st Street,
Suite C,
Pompano Beach, Florida 33060

Click to Download
12.12.24 - 2nd Renewed Admin Appeal APPX.pdf
47.4 MB

Click to Download
12.12.24 - 2nd Renewed Admin Appeal w. Exhibits.pdf
57 MB

Click to Download
CDD 2nd Renewed Admin Appeal 12.13.24.pdf
10 MB

Click to Download
CDD Supp. PH-F 2nd Renewed Admin. Appeal 12.13.24.pdf
441 KB

Hartsell | Ozery

Shai Ozery <shai@hartsellozery.com>

Automatic reply: [2ND RENEWED] ADMINISTRATIVE APPEAL dated November 15, 2024 BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)

1 message

Amy Baker <Amy@fmbgov.com> Fri, Dec 13, 2024 at 5:45 PM
To: Shai Ozery <shai@hartsellozery.com>

I will be out of the office Friday, December 13, 2024. If you need immediate assistance, please contact Deputy Clerk Jason Freeman at jasonf@fmbgov.com.

[2ND RENEWED] ADMINISTRATIVE APPEAL dated November 15, 2024 BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)

Shai Ozery <shai@hartsellozery.com> Wed, Feb 19, 2025 at 1:11 PM
To: Kendra@fmbgov.com
Cc: Sarah Propst <sarah.propst@fmbgov.com>, Jordan Snyder <jordan@hartsellozery.com>, Amy@fmbgov.com

Good afternoon Ms. Rosa,

Please see the (2nd) Administrative Appeal service email below. If you have any trouble accessing the documents, please let us know.

Thank you.

Sincerely,

Shai Ozery, Esq.
Partner
Hartsell I Ozery, P.A.
(Licensed to Practice Law in Florida and Colorado)

Hartsell | Ozery PA
Attorneys at Law

Website: www.hartsellozery.com
Office: (954) 778-1052
Address: 61 NE 1st Street,
Suite C,
Pompano Beach, Florida 33060

Begin forwarded message:

From: Shai Ozery <shai@hartsellozery.com>
Subject: **[2ND RENEWED] ADMINISTRATIVE APPEAL dated November 15, 2024 BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)**
Date: December 13, 2024 at 5:42:18 PM EST
To: Kendra@fmbgov.com, bvose@voselaw.com, Sarah Propst <sarah.propst@fmbgov.com>, amy@fmbgov.com, mrondel@voselaw.com
Cc: Robert Hartsell <robert@hartsellozery.com>, robert@capecoralattorney.com

[Quoted text hidden]

Hartsell | Ozery

Shai Ozery <shai@hartsellozery.com>

[2ND RENEWED] ADMINISTRATIVE APPEAL dated November 15, 2024 BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)

Kendra Rosa <Kendra@fmbgov.com> Wed, Feb 19, 2025 at 2:25 PM
To: "shai@hartsellozery.com" <shai@hartsellozery.com>, Jordan Snyder <jordan@hartsellozery.com>
Cc: Amy Baker <Amy@fmbgov.com>, Nancy Stuparich <nstuparich@voselaw.com>

> Hi Shai,
>
> Can you resend the links? I tried to download them, but they are expired.

Kendra Rosa

Zoning Coordinator

Town of Fort Myers Beach

2731 Oak Street

Fort Myers Beach, FL 33931

Phone: (239) 765-0202

FMBgov.com

Frequently asked questions

From: Shai Ozery <shai@hartsellozery.com>
Sent: Friday, December 13, 2024 5:42 PM
To: Kendra Rosa <Kendra@fmbgov.com>; Becky Vose <bvose@voselaw.com>; Sarah Propst <sarah.propst@fmbgov.com>; Amy Baker <Amy@fmbgov.com>; mrondel@voselaw.com
Cc: Robert Hartsell <robert@hartsellozery.com>; robert@capecoralattorney.com
Subject: [2ND RENEWED] ADMINISTRATIVE APPEAL dated November 15, 2024 BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)

Download full resolution images

Available until Jan 12, 2025

Dear Town Attorney and Town Clerk

Our firm represents the Appellants, HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, and STEPHANIE HIMMELSTEIN in a legal capacity.

Please find the 2nd RENEWED Admin Appeal on permit reissued on September 9, 2024, and then again on November 15, 2024.

Please find attached hereto for filing: A **2nd RENEWED Administrative Appeal** filed pursuant to Fort Myers Beach Code Section 34-86 (Appeals from administrative action) the building permit and site plan issued for **213191 Widgeon Terrace (App. Bates No. 149)**, Fort Myers Beach, Florida (subject property) and exhibits, attached in PDF hereto. Please use the original Admin Appeal Fee $1000 that was accepted previously and has not been returned

Links to the applicable documents for the appeal maybe set forth below, if the documents are too large for attachment.

Please let us know if you have any questions or concerns.

Sincerely,

Shai Ozery, Esq.
Partner
Hartsell | Ozery, P.A.

(Licensed to Practice Law in Florida and Colorado)

Website: www.hartsellozery.com
Office: (954) 778-1052
Address: 61 NE 1st Street,
Suite C,
Pompano Beach, Florida 33060

Click to Download
12.12.24 - 2nd Renewed Admin Appeal APPX.pdf
47.4 MB

Click to Download
12.12.24 - 2nd Renewed Admin Appeal w. Exhibits.pdf
57 MB

Click to Download
CDD 2nd Renewed Admin Appeal 12.13.24.pdf
10 MB

Click to Download
CDD Supp. PH-F 2nd Renewed Admin. Appeal 12.13.24.pdf
441 KB

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

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

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

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.

8 attachments



image001.png
8K

image004.png
1K

image005.png
1K

image006.png
1K

image007.png
1K

image008.png
1K



image009.png
30K



image010.png
11K

Shai Ozery <shai@hartsellozery.com>

[2ND RENEWED] ADMINISTRATIVE APPEAL dated November 15, 2024 BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)

Shai Ozery <shai@hartsellozery.com> Wed, Feb 19, 2025 at 2:27 PM
To: Kendra Rosa <Kendra@fmbgov.com>
Cc: Jordan Snyder <jordan@hartsellozery.com>, Amy Baker <Amy@fmbgov.com>, Nancy Stuparich <nstuparich@voselaw.com>

Download full resolution images
Available until Mar 21, 2025

Please see attached and confirm receipt. Thank you and if there are any further issues, please let us know.

Shai Ozery, Esq.
Partner
Hartsell I Ozery, P.A.
(Licensed to Practice Law in Florida and Colorado)

Hartsell | Ozery PA
Attorneys at Law

Website: www.hartsellozery.com
Office: (954) 778-1052
Address: 61 NE 1st Street,
Suite C,
Pompano Beach, Florida 33060

Click to Download
12.12.24 - 2nd Renewed Admin Appeal APPX.pdf
47.4 MB

Click to Download
12.12.24 - 2nd Renewed Admin Appeal w. Exhibits.pdf
57 MB

Click to Download
CDD 2nd Renewed Admin Appeal 12.13.24.pdf
10 MB

Click to Download
CDD Supp. PH-F 2nd Renewed Admin. Appeal 12.13.24.pdf
441 KB

On Feb 19, 2025, at 2:25 PM, Kendra Rosa <Kendra@fmbgov.com> wrote:

> Hi Shai,
> Can you resend the links? I tried to download them, but they are expired.

<image001.png>

Kendra Rosa
Zoning Coordinator
Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach, FL 33931
Phone: (239) 765-0202

<image002.png>

<image003.png><image004.png><IMAGE005.PNG><image006.png><image007.png>

[Quoted text hidden]
[Quoted text hidden]
<image009.png><image005.png><image008.png><image007.png><image004.png><image001.png><image010.png><image006.png>

Hartsell | Ozery

Shai Ozery <shai@hartsellozery.com>

[2ND RENEWED] ADMINISTRATIVE APPEAL dated November 15, 2024 BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)

Sarah Propst <sarah.propst@fmbgov.com> Wed, Feb 19, 2025 at 3:37 PM
To: Shai Ozery <shai@hartsellozery.com>, Kendra Rosa <Kendra@fmbgov.com>
Cc: Jordan Snyder <jordan@hartsellozery.com>, Amy Baker <Amy@fmbgov.com>

Shai and Jordan,

Thank you very much for resending these. We have received the documents. Please reach out if there are any questions

Have a lovely day,

Sarah Propst, AICP, PMP

Sr. Planner/Project Manager

Town of Fort Myers Beach

2731 Oak St

Fort Myers Beach, FL. 33931

Cell: (757) 269-1203

FMBgov.com

Think Green. Please print this e-mail only if necessary.

Please Note: Florida has very broad public records laws. Most written communications to and from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Shai Ozery <shai@hartsellozery.com>
Sent: Wednesday, February 19, 2025 1:12 PM
To: Kendra Rosa <Kendra@fmbgov.com>
Cc: Sarah Propst <sarah.propst@fmbgov.com>; Jordan Snyder <jordan@hartsellozery.com>; Amy Baker <Amy@fmbgov.com>
Subject: Fwd: [2ND RENEWED] ADMINISTRATIVE APPEAL dated November 15, 2024 BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)

Good afternoon Ms. Rosa,

Please see the (2nd) Administrative Appeal service email below. If you have any trouble accessing the documents, please let us know.

Thank you.

Sincerely,

Shai Ozery, Esq.
Partner
Hartsell | Ozery, P.A.

(Licensed to Practice Law in Florida and Colorado)

Hartsell | Ozery PA
Attorneys at Law

Website: www.hartsellozery.com
Office: (954) 778-1052
Address: 61 NE 1st Street,
Suite C,
Pompano Beach, Florida 33060

Begin forwarded message:

From: Shai Ozery <shai@hartsellozery.com>

Subject: [2ND RENEWED] ADMINISTRATIVE APPEAL dated November 15, 2024 BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)

Date: December 13, 2024 at 5:42:18 PM EST

To: Kendra@fmbgov.com, bvose@voselaw.com, Sarah Propst <sarah.propst@fmbgov.com>, amy@fmbgov.com, mrondel@voselaw.com

Cc: Robert Hartsell <robert@hartsellozery.com>, robert@capecoralattorney.com

Dear Town Attorney and Town Clerk

Our firm represents the Appellants, HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, and STEPHANIE HIMMELSTEIN in a legal capacity.

Please find the 2nd RENEWED Admin Appeal on permit reissued on September 9, 2024, and then again on November 15, 2024.

Please find attached hereto for filing: A **2nd RENEWED Administrative Appeal** filed pursuant to Fort Myers Beach Code Section 34-86 (Appeals from administrative action) the building permit and site plan issued for **213191 Widgeon Terrace (App. Bates No. 149)**, Fort Myers Beach, Florida (subject property) and exhibits, attached in PDF hereto. Please use the original Admin Appeal Fee $1000 that was accepted previously and has not been returned

Links to the applicable documents for the appeal maybe set forth below, if the documents are too large for attachment.

Please let us know if you have any questions or concerns.

Sincerely,

Shai Ozery, Esq.
Partner
Hartsell I Ozery, P.A.

(Licensed to Practice Law in Florida and Colorado)

Hartsell | Ozery PA
Attorneys at Law

Website: www.hartsellozery.com
Office: (954) 778-1052
Address: 61 NE 1st Street,

Suite C,
Pompano Beach, Florida 33060

Click to Download

12.12.24 - 2nd Renewed Admin Appeal APPX.pdf

47.4 MB

Click to Download

12.12.24 - 2nd Renewed Admin Appeal w. Exhibits.pdf

57 MB

Click to Download

CDD 2nd Renewed Admin Appeal 12.13.24.pdf

10 MB

Click to Download

CDD Supp. PH-F 2nd Renewed Admin. Appeal 12.13.24.pdf

441 KB

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.

[Quoted text hidden]

FMBgov.com **image002.png**
30K

Shai Ozery <shai@hartsellozery.com>

[2ND RENEWED] ADMINISTRATIVE APPEAL dated November 15, 2024 BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)

Jordan Snyder <jordan@hartsellozery.com> Mon, Feb 24, 2025 at 1:42 PM
To: Sarah Propst <sarah.propst@fmbgov.com>
Cc: Shai Ozery <shai@hartsellozery.com>, Kendra Rosa <Kendra@fmbgov.com>, Amy Baker <Amy@fmbgov.com>

Sarah,

Thank you for confirming receipt. Please let us know if you require any additional documentation. Additionally, would you be able to provide us with an anticipated procedural timeline?

Regards,

Jordan Snyder
[Quoted text hidden]

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

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

SUBJECT PROPERTY
Site Address: 21391 Widgeon Ter Ft Myers Beach 33931

SUBJECT STRAP Number: 34-46-24-W1-022M0-0010

APPELLANT ~~Applicant~~: HIMMELSTEIN ASSOCIATES, LLC Phone: 6096654004

Contact Name: ROBERT HIMMELSTEIN Phone: 6096654004

Email: roberthim@icloud.com Fax: _____

Current Zoning District: Residential Conservation (RC)

Future Land Use Map (FLUM) Category: Mixed Residential

FLUM Density Range: 1 unit Platted Overlay: ☑ YES ☐ NO

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

ADJOINING LANDOWNER

PART I – General Information

A. APPELLANT Applicant*: HIMMELSTEIN ASSOCIATES, LLC Phone: 6096654004

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

Applicant Mailing Address: 21381 Widgeon Terrace, Fort Myers Beach, Florida 33931

Email: roberthim@icloud.com Fax: _____

Contact Name: ROBERT HIMMELSTEIN Phone: 6096654004

B. Relationship of Applicant to subject property:

☐ Owner* ☐ Land Trust* ☐ Partnership*
☐ Corporation* ☐ Association* ☐ Condominium*
☐ Subdivision* ☐ Timeshare Condo* ☐ Contract Purchaser*
☐ Authorized Representative* ■ Other* (please indicate) ADJACENT LANDOWNER

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

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

Name: Robert Hartsell ATTORNEY Phone: 9547781052
Address: 61 NE 1st St. Suite C, Pompano Beach FL 33060
Email: robert@hartsellozery.com; shai@hartsellozery.com
Fax: _____

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

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

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

PART II – Nature of Request

Requested Action (each request requires a separate application)

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

☑ Appeal of Administrative Action SEE ATTACHED APPEAL

☐ Vacation ☐ Right-of-Way ☐ Easement

☐ Other. Please Explain: _____

PART III - Waivers

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

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV - Property Ownership (Single Owner)

☑ Single Owner (individual or husband and wife)

Name: HIMMELSTEIN ASSOCIATES, LLC Phone: 6096654004

Mailing Address: 21381 Widgeon Terrace, Fort Myers Beach, Florida 33931

Email: roberthim@icloud.com Fax: _____

AFFIDAVIT
APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Robert Himmestein for HIMMELSTEIN ASSOCIATES, LLC swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

APPELLANT AS DJOINING PROPERTY OWNER : 21381 Widgeon Terrace, Fort Myers Beach, Florida

I have authorized the staff of the Town of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that 21381 Widgeon Ter Fort Myers Beach Fl 33931 The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Robert Himmelstein

Signature

Robert Himmestein for HIMMELSTEIN ASSOCIATES, LLC

Printed Name

STATE OF New Jersey **COUNTY OF** Atlantic

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ____ online notarization, this 13th day of August, 2024, by Robert Himmelstein, ☐ who is personally known to me OR ☒ who has produced NJ Drivers Lic. as identification.

[SEAL]

Notary Public Signature

DONNA C SCHMIDT
Notary Public
State of New Jersey
My commission expires August 28, 2028

PART V
Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address	Percentage Ownership
ROBERT HIMMELSTEIN and STEPHANIE HIMMELSTEIN 21381 Widgeon Terrace, Fort Myers Beach, Florida	100

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

Name, Address and Office	Percentage of Stock

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

Name and Address	Percentage of Interest

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

Name and Address	Percentage of Ownership

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

Name, Address and Office	Percentage of Stock

Date of Contract: _____

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

Name	Address

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

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

_____ _____
Signature Printed Name

AFFIDAVIT

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

I, Robert Himmestein (name), as Principle / Member (title) of for HIMMELSTEIN ASSOCIATES, LLC (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

with regard to adjoining property at 21381 Widgeon Terrace, Fort Myers Beach, Florida

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

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

Signature

Principle / Member
Title

Robert Himmelstein for HIMMELSTEIN ASSOCIATES, LLC
Typed or Printed Name

Date

STATE OF _____ **COUNTY OF** _____

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

Seal

Notary Public Signature

PART VI- Property Information

A. Legal Description:

STRAP: 34-46-24-W1-022M0-0010

SUBJECT Property Address: 21391 Widgeon Ter Ft Myers Beach 33931

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

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

☑ Yes. Property identified in subdivision: Amended Flamingo Harbour Condominium Plat Book 7 at Page 104

Book: 7 Page: 104 Unit: _____ Block: _____ Lot(s): _____

B. Boundary Survey: See Appeal
See attached - SURVEY USED FOR OPEN SPACE CALCULATIONS/LOT SIZE INCORRECT

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

C. Property Dimensions:

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

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

Frontage on street: Survey Incorrect feet. Frontage on waterbody: Survey Incorrect feet

Total land area: Survey Incorrect ☐ acres ☐ square feet

D. General Location of Subject Property (from Sky Bridge or Big Carlos Pass Bridge):
21391 Widgeon Ter Ft Myers Beach 33931

☑ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

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

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

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

EXPLANATORY NOTES
Please do not print, copy and submit these instructions

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

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

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

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

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

Explanatory Notes – Part I

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

Explanatory Notes – Part II

Indicate the requested action.

Explanatory Notes – Part III

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

Explanatory Notes – Part IV

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

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

Explanatory Notes – Part V

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

Explanatory Notes – Part VI

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

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

line. Exhibit 6-2

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

Explanatory Notes – Part IV & V

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

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

Residential PERMIT

Permit Number:
242333

To check the status of your permit or schedule inspections go to the website below.
http://www.fortmyersbeachfl.gov/971/Building-Services

DATE ISSUED:
09/09/2024
EXPIRES
03/09/2025

Next business day inspections need to be requested before 4 p.m. Requests received after 4 p.m. cannot be scheduled until two business days after the request is received.

If your permit requires any fire inspections please schedule by emailing: prevention@fmbfire.org along with the permit number, site address, inspection type & any notes to the inspector

JOB LOCATION: **21391 WIDGEON TER**		Strap #: **344624W1022M00010**
PROPERTY OWNER: PLAISTED TODD R TR FOR TODD R PLAISTED TRUST 15781 ANDRIE ST NW RAMSEY MN 55303	CONTRACTOR Big Gator Pools and Spas LLC 1749 NE 10th Ter Unit 6 Cape Coral FL 33909	PERMIT TYPE: **Residential** SUBTYPE: **Pool- Below Ground**
DESCRIPTION OF WORK: **ELEVATED POOL**		
NOTES		

DATE BY **DATE BY** **DATE BY**

POL - 101 Foundation/Stem Wall
POL - 108 Shell Steel
POL - 109 Pool Deck
POL - 119 Final Pool

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

THIS CARD MUST BE PLACED ON A BOARD AT EYE LEVEL SO IT CAN BE READ FROM STREET AND BE PROTECTED FROM THE WEATHER.

NOTICE: IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIED, OR FEDERAL AGENCIES. THIS PERMIT IS VOID IF THE FIRST INSPECTION IS NOT MADE WITH SIX (6) MONTHS FROM THE DATE ISSUED OR IF NO INSPECTION HAS BEEN MADE FOR A PERIOD OF SIX (6) MONTHS FROM THE MOST RECENT PASSED INSPECTION. BUILDING PLANS MUST BE ON JOB AT TIME OF INSPECTION. REINSPECTION FEE $50.00.

PAGE 1 OF 1

SCALE: 1"=30'

TYPE OF SURVEY:
- ■ BOUNDARY
- □ ALTA/NSPS
- ■ CONSTRUCTION
- ■ TOPOGRAPHIC
- □ CONDOMINIUM
- □ SPECIAL PURPOSE

PRINTING INSTRUCTIONS
WHEN PRINTING THIS PDF IN ADOBE, SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING. DO NOT USE "FIT".

ABBREVIATION LEGEND
(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

A or AL = ARC LENGTH	EL or ELEV = ELEVATION
CA = CENTRAL ANGLE	EM = ELECTRIC METER
CATV = CABLE TV RISER	FIR = FOUND IRON ROD
CF = CALCULATED FROM FIELD	FN = FOUND NAIL
CR = CALCULATED FROM RECORD	FND = FOUND
CH = CHORD DISTANCE	LE LEGAL DESCRIPTION
C/O = CLEANOUT	M = MEASURED
CONC. = CONCRETE	OHC = OVERHEAD CABLE
DE = DRAINAGE EASEMENT	P = PLAT
PI = POINT OF INTERSECTION	R = RADIUS
PT = POINT OF TANGENCY	SEC = SECTION
PC = POINT OF CURVE	TWP = TOWNSHIP
PRC = POINT OF REVERSE CURVE	RNG = RANGE
PCC = POINT OF COMPOUND CURVE	QTR = QUARTER
POB = POINT OF BEGINNING	TR = TELEPHONE RISER
POC = POINT OF COMMENCEMENT	UE = UTILITY EASEMENT
PH = POOL HEATER	UP = UTILITY POLE
PP = POOL PUMP	WM = WATER METER
	WV = WATER VALVE

SYMBOLS - NOT-TO-SCALE
(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

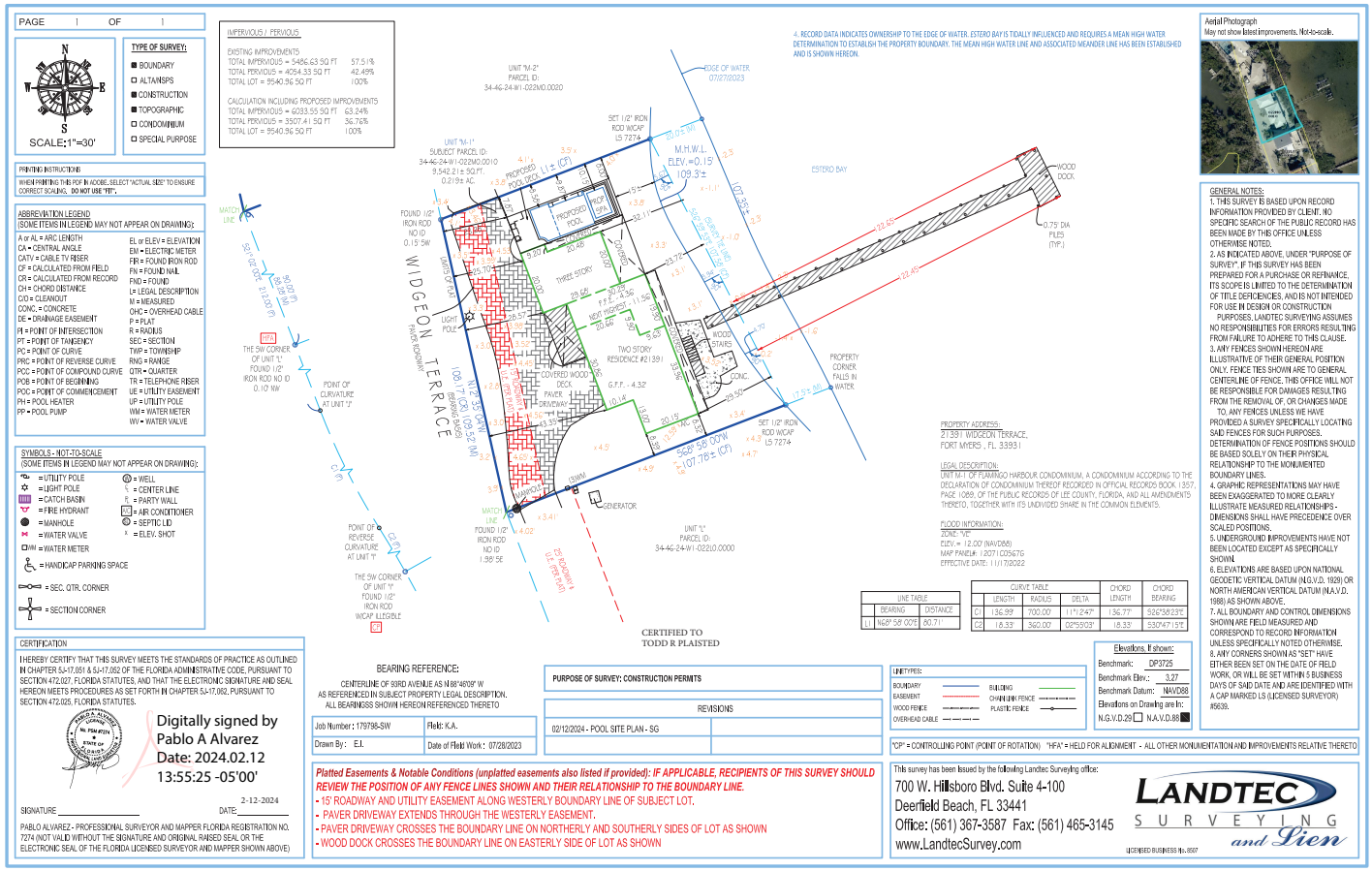
= UTILITY POLE	= WELL
= LIGHT POLE	= CENTER LINE
= CATCH BASIN	= PARTY WALL
= FIRE HYDRANT	= AIR CONDITIONER
= MANHOLE	= SEPTIC LID
= WATER VALVE	= ELEV. SHOT
= WATER METER	
= HANDICAP PARKING SPACE	
= SEC. QTR. CORNER	
= SECTION CORNER	

IMPERVIOUS / PERVIOUS

EXISTING IMPROVEMENTS
TOTAL IMPERVIOUS = 5486.63 SQ FT 57.51%
TOTAL PERVIOUS = 4054.33 SQ FT 42.49%
TOTAL LOT = 9540.96 SQ FT 100%

CALCULATION INCLUDING PROPOSED IMPROVEMENTS
TOTAL IMPERVIOUS = 6033.55 SQ FT 63.24%
TOTAL PERVIOUS = 3507.41 SQ FT 36.76%
TOTAL LOT = 9540.96 SQ FT 100%

4. RECORD DATA INDICATES OWNERSHIP TO THE EDGE OF WATER. ESTERO BAY IS TIDALLY INFLUENCED AND REQUIRES A MEAN HIGH WATER DETERMINATION TO ESTABLISH THE PROPERTY BOUNDARY. THE MEAN HIGH WATER LINE AND ASSOCIATED MEANDER LINE HAS BEEN ESTABLISHED AND IS SHOWN HEREON.



PROPERTY ADDRESS:
21391 WIDGEON TERRACE,
FORT MYERS , FL. 33931

LEGAL DESCRIPTION:
UNIT M-1 OF FLAMINGO HARBOUR CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1857, PAGE 1089, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ALL AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

FLOOD INFORMATION:
ZONE: "VE"
ELEV. = 12.00 (NAVD88)
MAP PANEL#: 12071C0567G
EFFECTIVE DATE: 11/17/2022

LINE TABLE		
	BEARING	DISTANCE
L1	N68° 56' 00"E	80.71'

CURVE TABLE				CHORD LENGTH	CHORD BEARING
	LENGTH	RADIUS	DELTA		
C1	136.99'	700.00'	11°12'47"	136.77'	S26°36'23"E
C2	18.33'	360.00'	02°55'03"	18.33'	S30°47'15"E

Aerial Photograph
May not show latest improvements. Not-to-scale.

GENERAL NOTES:
1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2. AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY", IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFINANCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
3. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
4. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
5. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
6. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ABOVE.
7. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
8. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 5 BUSINESS DAYS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) #5639.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

Digitally signed by Pablo A Alvarez
Date: 2024.02.12 13:55:25 -05'00'

SIGNATURE _____ DATE: 2-12-2024

PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

BEARING REFERENCE:
CENTERLINE OF 93RD AVENUE AS N 88°48'09" W AS REFERENCED IN SUBJECT PROPERTY LEGAL DESCRIPTION. ALL BEARINGS SHOWN HEREON REFERENCED THERETO

Job Number: 179798-SW	Field: K.A.
Drawn By: E.I.	Date of Field Work: 07/28/2023

PURPOSE OF SURVEY: CONSTRUCTION PERMITS

REVISIONS

02/12/2024 - POOL SITE PLAN - SG	

Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.
- 15' ROADWAY AND UTILITY EASEMENT ALONG WESTERLY BOUNDARY LINE OF SUBJECT LOT.
- PAVER DRIVEWAY EXTENDS THROUGH THE WESTERLY EASEMENT.
- PAVER DRIVEWAY CROSSES THE BOUNDARY LINE ON NORTHERLY AND SOUTHERLY SIDES OF LOT AS SHOWN
- WOOD DOCK CROSSES THE BOUNDARY LINE ON EASTERLY SIDE OF LOT AS SHOWN

LINETYPES:
BOUNDARY, EASEMENT, WOOD FENCE, OVERHEAD CABLE, BUILDING, CHAIN-LINK FENCE, PLASTIC FENCE

Elevations, If shown:
Benchmark: DP3725
Benchmark Elev.: 3.27
Benchmark Datum: NAVD88
Elevations on Drawing are In:
N.G.V.D.29 ☐ N.A.V.D.88 ■

"CP" = CONTROLLING POINT (POINT OF ROTATION) "HFA" = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

This survey has been issued by the following Landtec Surveying office:
700 W. Hillsboro Blvd. Suite 4-100
Deerfield Beach, FL 33441
Office: (561) 367-3587 Fax: (561) 465-3145
www.LandtecSurvey.com
LANDTEC SURVEYING and Siem
LICENSED BUSINESS No. 6507

Pool or Spa Application

Job Information:

Owner Name: TODD R PLAISTED Phone # 612-868-7699

Owner Email: TODD@PLAISTEDCOMPANIES.COM

Owner Mailing Address (if different): 15781 ANDRIE ST NW, RAMSEY, MN 55303

STRAP #: 34-46-24-W1-0022M0.0010

Job Address: 21391 WIDGEON TER Fort Myers Beach, FL 33931 Lee County

Contractor's Information:

Contractor Business Name: BIG GATOR POOLS & SPAS License #: CPC 1459908

Qualifiers Name: KRISTIN RIDDLE Email: PERMITS@THEBIGGATOR.COM

Phone# 239-770-8543 Address: 1749 NE 10TH TER, UNIT 6, CAPE CORAL, FL 33909

Scope of work: INSTALLATION OF NEW RESIDENTIAL POOL & STEM WALL

Estimated sqft: 546.92 Estimated cost value: 150,000 **if over $5000 a NOC is required*

Are you using Private Provider services for Plan Review? NO ■ YES ☐ Inspections? NO ■ YES ☐

Pool Safety Feature (Check One)

☐ Barrier ☒ Alarms ☐ Self- Closing Latching Doors

☐ Pool Cover ☐ Removable Ladder (for above ground pools with a wall height of 48" or greater)

Pool/Spa Type: Fiberglass ☐ Masonry ■ Above Ground, *provide pool dimensions:* _____

House under Construction? ☐YES ■ NO

Retaining Wall ■YES ☐ NO

Pool Resurface ☐YES ☐ NO Pool Const. Drawings Mastered ☐ YES ■ NO

(Pool resurfacing) Provide a drawing of the pool showing the location of all the markings.

Pool Master#_____

PERMIT REQUIREMENTS TO BE SUBMITTED WITH APPLICATION- The following must be included with the application

An electronic set of digitally signed and sealed engineering plans

☐ Engineered plan & details for pool construction, and plumbing and equipment's TDH calculations

☐ One (1) Sealed Boundary Survey showing (**existing conditions**) Per LDC Sec. 34-639.(b)(5)

☐ One (1) site plan clearly showing:

Property dimensions

Pool/deck dimensions and setbacks

Footer details (if applicable)

Pool equipment location and setbacks

Proposed finished elevation above existing grade

Equipment overflow line

Silt Fence

☐ One (1) Stormwater Pollution Protection Plan (SWPPP)

1) Site Plan
2) Narrative detailing best management practices (BMPs) as outlined by the State of Florida Erosion and Sediment Control Designer and Reviewer Manual. Manual Link: https://www.flrules.org/Gateway/reference.asp?No=Ref-04227

You may use a copy of your Boundary survey as a site plan however, you must block out the title block, seal, and any other information as you are not to "write or draw" on a sealed survey*

DRAINAGE REQUIREMENTS TO BE SUBMITTED WITH APPLICATION

☐ Impervious Surface Calculation Sheet: if impervious surface is less than 500 square feet

☐ One (1) Engineered drainage plan if 500 square feet of impervious is created

**Please note, an increase of impervious surface by 500 square feet or more, an as-built inspection shall be performed by the developers engineer or designated representative. The Engineer shall submit a signed and sealed letter of substantial compliance to the Director along with a final inspection request.

☐ Waiver of submittal requirements form- If there is no change or replacement of material and elevations are the same a Waiver of survey requirements can be submitted to the director.

DETAILED SCOPE OF WORK WORKSHEET

(Information required with application. Use of this worksheet is optional.)

Provide a detailed description below of any and all work being proposed. Show work location (#1-13) on site plan.

1) PLEASE SEE DETAILED ENGINEERING DRAWINGS & SCOPE OF WORK FOR POOL, SPA AND WALL.

2)

3)

4)

5)

6)

7)

8)

9)

10)

11)

12)

13)

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

SITE PLAN WORKSHEET

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

Qualifier Acknowledgement

This page is required for ALL Building Permit Applications

ACKNOWLEDGEMENT OF TOWN OF FORT MYERS BEACH REGULATIONS BY THE QUALIFIER

NOTICE OF ADDITIONAL RESTRICTIONS: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that maybe found in the public records of this County, and there may be additional permits required from other governmental entities such as the Water Management District, State agencies, or Federal agencies. I acknowledge that any demolition or renovation of an existing structure must comply with Florida Statutes s. 469.003, Florida Building Code, and any other relevant regulations, including state and federal law. I understand that I am responsible for notifying the Department of Environmental Protection in advance of any intentions to remove asbestos, when applicable, in accordance with state and federal law.

WARNING OF WORK IN THE COUNTY RIGHT-OF-WAYS: This permit does not authorize construction or installation of any structure or utility, above or below ground, within any right of way or easement reserved for access, drainage or utility purposes. This restriction specifically prohibits fencing, sprinkler systems, landscaping other than sod, signs, water, sewer, cable and drainage work therein. If such improvements are necessary, a separate permit for that purpose must be obtained from the Building Department.

INSPECTIONS: This permit is void if the first inspection is not made within six (6) months from the date issued or if no inspection has been made for a period of six (6) months from the most recently passed inspection. The permit is void if the zoning classification is violated. Applicant agrees to comply with the sanitary regulations and understands that the proposed structure may not be used or occupied until an approved certificate of occupancy is issued. Applicant further understands that failure to obtain permit or misrepresentation of the improvements is a misdemeanor and upon conviction, applicant can be punished as provided by the law. Failure to comply with the mechanics lien law can result in the property owner paying twice for improvements

NOTICE OF CLEARING RESTRICTIONS: Issuance of a Demolition Permit for a structure does not authorize removal of vegetation beyond the footprint of the structure. A Demo Permit is not a clearing permit.

WORK IN THE SPECIAL FLOOD HAZARD AREA: Be advised that Substantial Damage/Substantial Improvement requirements will apply to structures located in the Special Flood Hazard Area with Finished Floor Elevations below the Base Flood Elevation.

CERTIFICATION: Application is hereby made to obtain a permit to do the work and installations as indicated. I, **THE QUALIFIER,** certify that I have not performed any work or installation prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. The permit or application fee may have additional fees imposed for failing to obtain permits prior to commencement of construction. The permit application or approved permit expires if work is not commenced within 180 days from the date of issuance. I, **THE QUALIFIER** understand that the structure cannot be used or occupied until a certificate of occupancy is issued. By signing this permit application, I, **THE QUALIFIER**, agree that I have been retained by the property owner to provide contracting services for the trade for which I am listed. Furthermore, it is my responsibility to notify the Building Plan Review and Inspection Division should I no longer be **THE QUALIFIER** responsible for providing said contracting services. I, **THE QUALIFIER** , agree that I understand the review and issuing of this permit does not exempt me from complying with all County Codes and Ordinances.

NOTICE OF COMMENCEMENT INFORMATION Per Florida Statutes 713.135 a Notice of Commencement (NOC) is required for construction of improvements totaling more than

$2,500, with certain exceptions. For A/C Repairs or Replacements a notice of commencement is required for improvements more than or equal to $15,000. The applicant shall file with the issuing authority prior to the first inspection either a certified copy of the recorded NOC or a notarized statement that the NOC has been filed for recording, along with a copy thereof. In order to comply with the state requirement, permits will be placed in inspection hold until proof of the NOC is filed with the building permitting and inspection department. The issuing authority shall not perform or approve subsequent inspections until the applicant files by mail, facsimile, hand delivery, email or any other means such

as certified copy with the issuing authority.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

Job Street Address: 21391 WIDGEON TER, FORT MYERS BEACH, FL 33931

I, Kristin Riddle (Qualifier), hereby certify that all answers to the questions in this registration and any supplementary information attached to and made part of this registration is honest and true.

Kristin Riddle
Typed or printed name of Qualifier

Kristin Riddle
Signature of Qualifier

STATE OF Oh **COUNTY OF** Wood

The foregoing instrument was certified and subscribed before me by means of X physical presence OR ____ online notarization, this 23rd day of August, 20 24, by Kristin Riddle, ____ who is personally known to me OR X who has produced drivers license as identification.

Melissa Malloy LaRocco
Notary Public Signature

MELISSA MALLOY LAROCCO
Notary Public
State of Ohio
My Comm. Expires
April 13, 2028

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

Owner Acknowledgement

This page is required for ALL Building Permit Applications

ACKNOWLEDGEMENT OF TOWN OF FORT MYERS BEACH REGULATIONS BY OWNER OR AUTHORIZED AGENT OF OWNER

OTICE OF ADDITIONAL RESTRICTIONS: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that maybe found in the ublic records of this County, and there may be additional permits required from other governmental entities such as the Water Management District, State agencies, or Federal gencies. I acknowledge that any demolition or renovation of an existing structure must comply with Florida Statutes s. 469.003, Florida Building Code, and any other relevant egulations, including state and federal law. I understand that I am responsible for notifying the Department of Environmental Protection in advance of any intentions to remove ibestos, when applicable, in accordance with state and federal law.

/ARNING OF WORK IN THE COUNTY RIGHT-OF-WAYS: This permit does not authorize construction or installation of any structure or utility, above or below ground, within any ght of way or easement reserved for access, drainage or utility purposes. This restriction specifically prohibits fencing, sprinkler systems, landscaping other than sod, signs, 'ater, sewer, cable and drainage work therein. If such improvements are necessary, a separate permit for that purpose must be obtained from the Building Department.

ESPECTIONS: This permit is void if the first inspection is not made within six (6) months from the date issued or if no inspection has been made for a period of six (6) months om the most recently passed inspection. The permit is void if the zoning classification is violated. Applicant agrees to comply with the sanitary regulations and understands at the proposed structure may not be used or occupied until an approved certificate of occupancy is issued. Applicant further understands that failure to obtain permit or isrepresentation of the improvements is a misdemeanor and upon conviction, applicant can be punished as provided by the law. Failure to comply with the mechanics lien law an result in the property owner paying twice for improvements

IOTICE OF CLEARING RESTRICTIONS: Issuance of a Demolition Permit for a structure does not authorize removal of vegetation beyond the footprint of the structure. A Demo ermit is not a clearing permit.

/ORK IN THE SPECIAL FLOOD HAZARD AREA: Be advised that Substantial Damage/Substantial Improvement requirements will apply to structures located in the Special Flood azard Area with Finished Floor Elevations below the Base Flood Elevation.

ERTIFICATION: Application is hereby made to obtain a permit to do the work and installations as indicated. I, **THE OWNER OR AUTHORIZED AGENT OF OWNER**, certify that I have ot performed any work or installation prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this risdiction. The permit or application fee may have additional fees imposed for failing to obtain permits prior to commencement of construction. The permit application or pproved permit expires if work is not commenced within 180 days from the date of issuance. I, **THE OWNER OR AUTHORIZED AGENT OF OWNER** understand that the structure annot be used or occupied until a certificate of occupancy is issued. By signing this permit application, I, **THE OWNER OR AUTHORIZED AGENT OF OWNER**, agree that I have been tained by the property owner to provide contracting services for the trade for which I am listed. Furthermore, it is my responsibility to notify the Building Plan Review and spection Division should I no longer be **THE OWNER OR AUTHORIZED AGENT OF OWNER** responsible for providing said contracting services. I, **THE OWNER OR AUTHORIZED GENT OF OWNER**, agree that I understand the review and issuing of this permit does not exempt me from complying with all State and local County Codes and Ordinances.

IOTICE OF COMMENCEMENT INFORMATION Per Florida Statutes 713.135 a Notice of Commencement (NOC) is required for construction of improvements totaling more than 2,500, with certain exceptions. For A/C Repairs or Replacements a notice of commencement is required for improvements more than or equal to $15,000. The applicant shall file ith the issuing authority prior to the first inspection either a certified copy of the recorded NOC or a notarized statement that the NOC has been filed for recording, along with a opy thereof. In order to comply with the state requirement, permits will be placed in inspection hold until proof of the NOC is filed with the building permitting and inspection epartment. The issuing authority shall not perform or approve subsequent inspections until the applicant files by mail, facsimile, hand delivery, email or any other means such as ertified copy with the issuing authority.

VARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR 'ROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO)BTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

ob Street Address: 21391 WIDGEON TER, FORT MYERS BEACH, FL 33931

Signature of Property Owner

TODD PLAISTED

Typed or printed name of Property Owner

STATE OF Florida COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ____ online notarization, this 22 day of August, 2024, by Todd Plaisted

✓ who is personally known to me OR ____ who has produced _____ as identification.

Barbara J. Donner

Notary Public Signature

Notary Public State of Florida
Barbara J Donner
My Commission HH 361045
Expires 2/12/2027

If An Owner Agent is Being Named, Please complete below

I, _____ (Property Owner), hereby certify that _____ is my authorized AUTHORIZED AGENT/representative of the property described herein. All answers to the questions in this registration and any supplementary information attached to and made part of this registration is honest and true.

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

Pool or Spa Application

POOL ENCLOSURE AFFIDAVIT

This is to certify that I am applying for a Pool and Deck permit. The enclosure will be a separate permit. However, I understand in accordance with the Zoning Regulations of the Town of Fort Myers Beach Land Development Code, A PERMANENT ENCLOSURE MUST BE IN PLACE AND AN ENCLOSURE PERMIT POSTED PRIOR TO A FINAL INSPECTION AND CERTIFICATE OF COMPLIANCE BEING ISSUED FOR MY PERMIT.

Contractor/ Owner Name: BIG GATOR POOLS & SPAS / KRISTIN RIDDLE
Project Address: 2391 WIDGEON TER, FORT MYERS BEACH, FL 33931
Reference/ Building Permit: _____

Residential Pools, Spas, or Water Features in Coastal High Hazard Areas (V Zones)

Pools, spas, or water features located within the areas of special flood hazard are designated as coastal high- hazard areas or **"V" Zones**. These areas have special flood hazards associated with wave wash and scour; therefore, the following additional provisions apply:
FBC R 322.3.3.1 (2017) Pools in Coastal High Hazard areas shall be designed and constructed in conformance with ASCE 24.

The Design Professional must certify that the pool, spa, or water feature including **deck and foundation, either at-grade or elevated,** has been designed and site located to assure that:

- It will not be subject to breaking up or floating out of the ground
- It will not increase wave or debris impact forces during the storm surge water forces of a coastal flood
- It will not increase the damage potential or jeopardize the integrity to the foundation and elevated portion of any nearby.

Pool or Spa Application

RESIDENTIAL SWIMMING POOL SPA AND HOT TUB SAFETY ACT
REQUIREMENT

PERMIT# _____

ADDRESS: 21391 WIDGEON TER, FORT MYERS BEACH, FL 33931

I, KRISTIN RIDDLE, License # CPC 1459908
(Please print contractor's Name)

Hereby affirm that one of the following methods will be used to meet the requirements of Chapter 515, Florida Statutes:

☐ The pool will be isolated from access to the home by an enclosure that meets the pool barrier requirements of Florida Statute, Section 515.29.

☐ The pool will be equipped with an approved safety pool cover that complies with ASTM F1346-91 (Standard Performance Specifications for Safety Covers for Swimming Pools, Spas, and Hot Tubs).

☐ All doors and windows providing direct access from the home to the pool will be equipped with an exit alarm that has a minimum sound pressure rating of 85 decibels at 10 feet; ALL ALARMS MUST BE PERMANENTLY ATTACHED (BY BEING SCREWED IN) TO ALL WINDOWS AND DOORS LEADING TO POOL AREA.

☐ All doors providing direct access from the home to the pool will be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54" above the floor or deck.

☒ A swimming pool alarm that, when placed in a pool, sounds an alarm upon detection of an accidental or unauthorized entrance into the water. Such pool alarm must meet and be independently certified to ASTM Standard F2208, titled "Standard Safety Specification for Residential Pool Alarms." Which includes surface motion, pressure, sonar, laser, and infrared alarms.

**********IN ADDITION **********

I understand that a barrier must be placed around the perimeter of the pool and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, is being used as part of the barrier, and meets the barrier requirements of this section. I also understand that not having one of the above installed at time of final inspection will constitute a violation of Chapter 515 F.S.

I understand that not having one of the above installed before filling the pool with water, will constitute a violation of Chapter 515 F.S

Kristin Riddle
Contractor's Signature

Owner's Signature

KRISTIN RIDDLE
Contractor's Name (Please Print)

TODD PLAISTED
Owner's Name (Please Print)

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

Pool or Spa Application

Regulations and information

1. Town of Fort Myers Beach is regulated by the Florida Building Code 8th Edition (2023). For more information about the code or to purchase the code, visit www.floridabuilding.org.
2. To be an owner builder you must maintain the home as your primary residence for a minimum of one year after CO. You must be present for the permitting process, the construction process, the inspection process, and at CO.

a. Properties in a corporation, trust, or LLC cannot submit owner builder permits.

3. A Florida certified design professional must sign and seal all plans for structural components.
4. If this site is located in a Coastal High Hazard Area, (V-Zone) the entire pool and pool shell must meet the required Design Flood Elevation. All Pools are considered accessory structures and may not be attached to the primary structure.
5. If the pool is seaward of the CCCL, a DEP permit must accompany your plans.
6. Plans for structural components must be designed, signed and sealed by a Florida State Certified Design Professional.
7. If removing protected trees or vegetation, it is required to submit a vegetation permit application.
8. Pool discharge may not be directed toward any natural waterbody or canal.
9. Spot Survey is required within 10 days after the approved slab inspection, As-built Survey before CO.
10. It is the contractor's responsibility to contact the Building Department when all final inspections are complete and obtain a Certificate of Occupancy or a Certificate of Completion.
11. **Sec. 32-109. - Pool areas.**

a) **Lighting of pool decks, pool facilities, swimming pools, and spas** shall be long wavelength, downward directed, full cutoff, fully shielded and mounted as close to the ground or finished floor surface as possible to achieve the required footcandles.

b) **Lighting of the pool water surfaces, and the pool wet deck** surfaces shall comply with the minimum light levels set forth in applicable federal and state laws designed to protect public safety.

c) **Above-water lighting of pool decks, pool facilities, swimming pools, and spas** shall otherwise adhere to the applicable requirements for acceptable light fixtures set forth herein.

d) **Underwater lighting of pools or spa** light shall:

1. Be mounted horizontally in the wall,
2. Not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach, and
3. Shall comply with **minimum light levels** set forth in applicable federal and state laws designed to protect public safety.

12. **Stormwater Pollution Protection Plan (SWPPP) Information**
Due to the nature of excavation and dewatering activities proposed, the Town recommends Pool Contractors submit a Stormwater Pollution Protection Plan (SWPPP) to mitigate erosion of sediment into the Town's stormwater system and surrounding surface waters. The SWPPP shall comply with all applicable Federal, State, and Town regulations.

IN-GROUND INSPECTIONS REQUIRED:

***Notice of Commencement –**a recorded document to submitted to the Building Dept/ need on job site before first inspection.

142- SWP3- Silt Fence-Silt Fence shall be installed prior to construction

101-Foundation/ Stem Wall- Wall /Pile caps if applicable

108-Shell Steel- Structural, including main drain

109-Pool Deck- Structural

304- Shell Bonding- Electrical Bonding of Pool Steel

304- Deck Bonding - Electrical Bonding of Pool Deck

305- Pool Safety- Final electric and barrier code inspection shall be completed prior to filling the pool with water

751- As-Built Survey to be submitted to the Town of Fort Myers Beach (required per Ordinance 20-15 Sec. 34-639)

****If your pool is elevated, you will need to submit a **Structure As-Built/ Height verification survey**-This is to verify the structural height of the building measuring from slab to the tallest horizontal member****

Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

NOTICE OF COMMENCEMENT

Permit No. _____
Tax Folio No. 10230971
State of FL
County of LEE

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available)
21391 WIDGEON TER, FMB, FL 33931; STRAP 34-46-24-W1-002M0.0010

2. **General description of improvement:**
INSTALLATION OF NEW RESIDENTIAL POOL & STEM WALL

3. **Owner information.**
Name TODD R. PLAISTED
Address 15701 ANDRIE ST NW, RAMSEY, MN 55303
Phone 612-860-7699 Fax _____
Interest in property OWNER
Name and address of fee simple titleholder (if other than Owner)

4. **Contractor:**
Name BIG GATOR POOLS AND SPAS
Address 1749 NE 10TH TER, UNIT C CAPE CORAL FL 33909
Phone 239-770-8543 Fax _____

5. **Surety:**
Name _____
Address _____
Amount of bond: $ _____ Phone _____ Fax _____

6. **Lender:**
Name _____
Address _____
Phone _____ Fax _____

7. **Persons within the State of Florida designated by Owner** upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes.
Name _____
Address _____
Phone _____ Fax _____

8. **In addition to himself or herself, Owner designates** the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.
Name _____
Address _____
Phone _____ Fax _____

9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)

OWNER
(Signatory's Title/Office)

STATE OF Florida COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ____online notarisation, this 22 day of August 2024 by Todd Plaisted ✓ who is personally known to me OR ____ who has produced _____ as identification.

Notary Public State of Florida
Barbara J Donner
My Commission HH 381045
Expires 2/12/2027

Barbara J. Donner
Notary Public Signature

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone: 239-765-0202 Buildingpermits@fmbfl.com

Impervious Surface Calculation Sheet

This calculations sheet is a necessary attachment for all of the Town of Fort Myers Beach building permit applications that involve a change to a properties impervious surfaces. In order to assure compliance with this limit to impervious surfaces in the LDC, an accurate calculation of the amount of impervious surface coverage is needed. A short definition of impervious surface is "any hard surface that prevents or restricts the flow of water into the soil". Examples of imperious surfaces include rooftops, sidewalks, parking lots, patios, pools, roads or any driveway made of asphalt, concrete, gravel or paver blocks. Please complete the following information:

Site Address: 21391 WIDGEON TER **Permit #:** _____

Lot Dimensions: _____ **Total Lot Area (Multiply length x width of Lot):** 9540.96

Use the following Table to Calculate Total Impervious Surface Area, (proposed and existing) attach additional sheet if necessary.

Impervious Surface Item	Proposed	Existing	Dimensions	Area (Ft2)
Single Family/Duplex	☐	☑		2205
Addition	☐	☐		
Accessory Building	☐	☐		
Driveway (calculations based site improvements, exclude ROW)	☐	☑		2320
Patio, Deck, Porches (include curbing and any gravel/shell, compacted surfaced areas) Sidewalks or Walkways (include pavers) (Exclude landscape beds)	☐ ☐	☐ ☐		961.63
Recreational Area (basketball court, tennis court, pools, etc.)	☑	☐		546.92
Other	☐	☐		

Impervious Calculation: 6033.55 **Total sq.ft. of impervious surface/** 9540.96 **sq ft. Total Lot Area=** .6324 **(must be less than .67)**

I verify that the above information is true and accurate to the best of my knowledge and that I have included all existing or proposed impervious surfaces. I understand that providing incorrect information may result in the need to remove impervious surfaces if it is discovered that the maximum coverage has been exceeded or creates an impact to surrounding properties.

Kristin Riddle
Signature of Applicant

KRISTIN RIDDLE
Printed Name of Applicant

8/22/24
Date

Town of Fort Myers Beach

Stormwater Pollution Protection Plan

(To be submitted with application.)

Permit No: _____

Strap #: 34-46-24-W1-002M0.0010

Job Site Address: 21391 WIDGEON TER, FORT MYERS BEACH, FL 33931

Project Description: NEW RESIDENTIAL POOL & STEM WALL

Site Contact Name: DARELL SIZEMORE

Title: OWNER

Phone #: 239-770-8543

Email: PERMITS@THEBIGGATOR.COM

Size of construction parcel(sqft): 9540.96

Amount of proposed developed area(sqft): 546.92

Identification of additional water or wetlands:

☐ Gulf ☒ Bay ☐ Canal ☐ Beach ☐ Other(please specify)_____

Identification of where the discharge is going:

☐ Catch basin ☐ Canal ☒ Swale or ditch ☐ Other (please specify)_____

Types of Stormwater and De-watering Erosion controls:

☒ Silt Screens ☐ Hay bales ☐ Berms ☐ Sediment Box ☐ Turbidity Booms/Screens

☐ Other (please specify) _____

**If using a Silt fence, it must be trenched to a depth of 8" below the ground surface.*

Provide a sketch including the following:

1)Silt fence location.

2)Locations of discharge from the site.

3)Narrative detailing best management practices (BMPs) as outlined by the State of Florida Erosion and SedimentControl Designer and Reviewer Manual. Manual Link: https://www.flrules.org/Gateway/reference.asp?No=Ref

Contractor shall contact the Building Department @ inspections@fmbgov.com to request an inspection once the silt fence (or erosion control) is installed.

Stormwater Pollution Protection Plan (SWPPP) Information

Due to the nature of excavation and dewatering activities proposed, the Town recommends Pool Contractors submit a Stormwater Pollution Protection Plan (SWPPP) to mitigate erosion of sediment into the Town's Stormwater system and surrounding surface waters. The SWPPP shall comply with all applicable Federal, State, and Town regulations

Town of Fort Myers Beach

Stormwater Pollution Protection Plan

(To be submitted with application.)

- SITE SKETCH -

SEE ATTACHED DRAINAGE PLAN

SUB-CONTRACTOR CONFIRMATION FORM

Permit # _____ Primary Contractor: BIG GATOR POOLS & SPAS

Job Site Address: 21391 WIDGEON TER, FORT MYERS FL 33931

The qualifier of each sub-trade (electric, plumbing, mechanical, roofing) performing work under a general contractor must complete this form and email to inspections@fmbgov.com.

Sub- Contractors Information:

Company Name: FAVAZZA ELECTRIC INC

Qualifier Name: VINCENT FAVAZZA

Address: 1320 SE 2ND TER, CAPE CORAL, FL 33990

License #: EC 13013506

Phone and email: 239-789-6026; FAVAZZAELECTRIC@GMAIL.COM

Qualifier's Affidavit:

KNOW ALL MEN that I VINCENT FAVAZZA do hereby certify that my company is responsible for the (choose one)

● Electric ○ Mechanical ○ Plumbing ○ Roofing, on the above-mentioned permit.

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

I, VINCENT FAVAZZA (Qualifier), hereby certify that all answers to the questions in this registration and any supplementary information attached to and made part of this registration is honest and true.

_____
Signature of Qualifier

VINCENT FAVAZZA
Typed or printed name of Qualifier

STATE OF FL **COUNTY OF** Lee

The foregoing instrument was certified and subscribed before me by means of ____ physical presence OR ✓ online notarization, this 22nd day of August 2024, by Vincent Favazza ✓ who is personally known to me OR ____ who has produced _____ as identification.

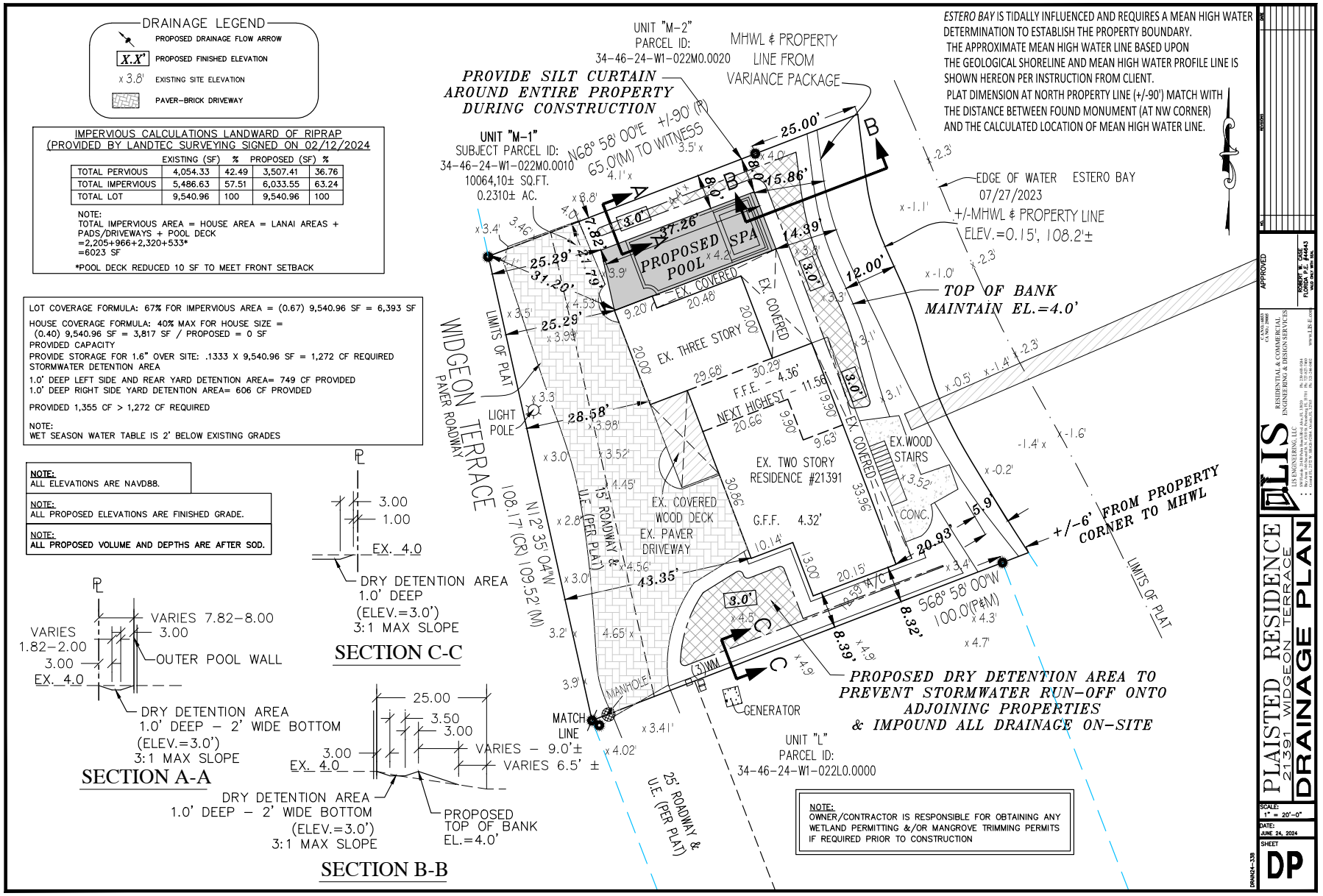
Michelle Irene Waterman
Notary Public Signature

(SEAL)

Michelle Irene Waterman
Comm.: HH 424722
Expires: Jul. 23, 2027
Notary Public - State of Florida

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202 inspections@fmbgov.com

02/06/24


DRAINAGE LEGEND
PROPOSED DRAINAGE FLOW ARROW
X.X' PROPOSED FINISHED ELEVATION
x 3.8' EXISTING SITE ELEVATION
PAVER-BRICK DRIVEWAY
IMPERVIOUS CALCULATIONS LANDWARD OF RIPRAP
(PROVIDED BY LANDTEC SURVEYING SIGNED ON 02/12/2024
EXISTING (SF) % PROPOSED (SF) %
TOTAL PERVIOUS 4,054.33 42.49 3,507.41 36.76
TOTAL IMPERVIOUS 5,486.63 57.51 6,033.55 63.24
TOTAL LOT 9,540.96 100 9,540.96 100
NOTE:
TOTAL IMPERVIOUS AREA = HOUSE AREA = LANAI AREAS + PADS/DRIVEWAYS + POOL DECK
=2,205+966+2,320+533*
=6023 SF
*POOL DECK REDUCED 10 SF TO MEET FRONT SETBACK
LOT COVERAGE FORMULA: 67% FOR IMPERVIOUS AREA = (0.67) 9,540.96 SF = 6,393 SF
HOUSE COVERAGE FORMULA: 40% MAX FOR HOUSE SIZE =
(0.40) 9,540.96 SF = 3,817 SF / PROPOSED = 0 SF
PROVIDED CAPACITY
PROVIDE STORAGE FOR 1.6" OVER SITE: .1333 X 9,540.96 SF = 1,272 CF REQUIRED
STORMWATER DETENTION AREA
1.0' DEEP LEFT SIDE AND REAR YARD DETENTION AREA= 749 CF PROVIDED
1.0' DEEP RIGHT SIDE YARD DETENTION AREA= 606 CF PROVIDED
PROVIDED 1,355 CF > 1,272 CF REQUIRED
NOTE:
WET SEASON WATER TABLE IS 2' BELOW EXISTING GRADES
NOTE:
ALL ELEVATIONS ARE NAVD88.
NOTE:
ALL PROPOSED ELEVATIONS ARE FINISHED GRADE.
NOTE:
ALL PROPOSED VOLUME AND DEPTHS ARE AFTER SOD.
PROVIDE SILT CURTAIN AROUND ENTIRE PROPERTY DURING CONSTRUCTION
UNIT "M-2"
PARCEL ID:
34-46-24-W1-022M0.0020
MHWL & PROPERTY LINE FROM VARIANCE PACKAGE
UNIT "M-1"
SUBJECT PARCEL ID:
34-46-24-W1-022M0.0010
10064,10± SQ.FT.
0.2310± AC.
N68° 58' 00"E 65.0'(M) TO WITNESS
+/-90 (R)
25.00'
15.86'
PROPOSED POOL
SPA
EX. COVERED
EX. THREE STORY
EX. TWO STORY RESIDENCE #21391
EX. COVERED WOOD DECK
EX. PAVER DRIVEWAY
EX. WOOD STAIRS
CONC.
A/C
G.F.F. 4.32'
F.F.E. = 4.36'
NEXT HIGHEST = 11.56'
20.66'
LIGHT POLE
LIMITS OF PLAT
WIDGEON TERRACE
PAVER ROADWAY
15' ROADWAY & U.E. (PER PLAT)
N12° 35' 04"W 108.17'(CR) 109.52'(M)
S68° 58' 00"W 100.0'(P&M)
MANHOLE
MATCH LINE
GENERATOR
UNIT "L"
PARCEL ID:
34-46-24-W1-022L0.0000
25' ROADWAY & U.E. (PER PLAT)
ESTERO BAY IS TIDALLY INFLUENCED AND REQUIRES A MEAN HIGH WATER DETERMINATION TO ESTABLISH THE PROPERTY BOUNDARY.
THE APPROXIMATE MEAN HIGH WATER LINE BASED UPON THE GEOLOGICAL SHORELINE AND MEAN HIGH WATER PROFILE LINE IS SHOWN HEREON PER INSTRUCTION FROM CLIENT.
PLAT DIMENSION AT NORTH PROPERTY LINE (+/-90') MATCH WITH THE DISTANCE BETWEEN FOUND MONUMENT (AT NW CORNER) AND THE CALCULATED LOCATION OF MEAN HIGH WATER LINE.
EDGE OF WATER ESTERO BAY
07/27/2023
+/-MHWL & PROPERTY LINE
ELEV.=0.15', 108.2'±
TOP OF BANK
MAINTAIN EL.=4.0'
+/-6' FROM PROPERTY CORNER TO MHWL
PROPOSED DRY DETENTION AREA TO PREVENT STORMWATER RUN-OFF ONTO ADJOINING PROPERTIES & IMPOUND ALL DRAINAGE ON-SITE
NOTE:
OWNER/CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY WETLAND PERMITTING &/OR MANGROVE TRIMMING PERMITS IF REQUIRED PRIOR TO CONSTRUCTION
SECTION C-C
3.00
1.00
EX. 4.0
DRY DETENTION AREA
1.0' DEEP
(ELEV.=3.0')
3:1 MAX SLOPE
SECTION A-A
VARIES 1.82-2.00
VARIES 7.82-8.00
3.00
OUTER POOL WALL
EX. 4.0
DRY DETENTION AREA
1.0' DEEP - 2' WIDE BOTTOM
(ELEV.=3.0')
3:1 MAX SLOPE
SECTION B-B
25.00
3.50
3.00
VARIES - 9.0'±
VARIES 6.5' ±
EX. 4.0
DRY DETENTION AREA
1.0' DEEP - 2' WIDE BOTTOM
(ELEV.=3.0')
3:1 MAX SLOPE
PROPOSED TOP OF BANK EL.=4.0'
LIS
RESIDENTIAL & COMMERCIAL ENGINEERING & DESIGN SERVICES
APPROVED
ROBERT W. LEE FLORIDA P.E. #44643
PLAISTED RESIDENCE
21391 WIDGEON TERRACE
DRAINAGE PLAN
SCALE: 1" = 20'-0"
DATE: JUNE 24, 2024
SHEET DP
DRAW24-338

App. No. 0164

Kevin C. Karnes, Lee County Clerk of Circuit Court
INSTR. # 2023000206388, Doc Type NOC, Pages 1, Recorded 6/13/2023 at 10:33 AM, Deputy Clerk SSTILIS ERECORD
Rec Fees: $10.00

NOTICE OF COMMENCEMENT

Permit No. _____
Tax Folio No. 10230971
State of FL
County of LEE

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property**: (legal description of property and street address if available).
21391 WIDGEON TER, FORT MYERS BEACH, FL 33931; STRAP: 34-46-24-W1-022M0.0010; FLAMINGO HARBOUR CONDO CONDO PLAT 7 PG 104 UNIT M-1

2. **General description of improvement**:
INSTALLATION OF NEW RESIDENTIAL POOL AND STEM WALL

3. **Owner information**:
Name TODD R PLAISTED
Address 15781 ANDRIE ST NW, RAMSEYY, MN 55303
Phone 62-868-7699 Fax _____
Interest in property OWNER
Name and address of fee simple titleholder (if other than Owner)

4. **Contractor**:
Name BIG GATOR POOLS AND SPAS
Address 1749 NE 10TH TER, UNIT 6, CAPE CORAL, FL 33909
Phone 239-770-8543 Fax _____

5. **Surety**:
Name _____
Address _____
Amount of bond: $ _____ Phone _____ Fax _____

6. **Lender**:
Name _____
Address _____
Phone _____ Fax _____

7. **Persons within the State of Florida designated by Owner** upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:
Name _____
Address _____
Phone _____ Fax _____

8. **In addition to himself or herself, Owner designates** the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.
Name _____
Address _____
Phone _____ Fax _____

9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Todd R Plaisted — owner

(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Office/Director/Partner/Manager) (Signatory's Title/Office)

STATE OF Minnesota **COUNTY OF** Sherburne

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ___online notarization, this 23rd day of May, 2023 by Todd Plaisted, ___ who is personally known to me OR ✓ who has produced _____ as identification.

Michelle Sue Nilson
Notary Public
Minnesota
My Commission Expires January 31, 2024

Notary Public Signature

Date: 09/03/2024
Contractor: BIG GATOR POOLS AND SPAS
RE: 242333/ 21391 Widgeon Ter/Elevate Pool.

The drawings submitted for the referenced project have been reviewed following the 8th Edition (2023) Florida Building Codes, Florida Statutes (F.S), and the Town of Fort Myers Beach Land Development Code. For the reasons listed below, we cannot approve your application at this time.

Please provide the Rejection Letter and a Cover Letter showing where each corrected item can be found.

1st Rejection Letter – Flood
Carl Thomas, cthomas@fmbgov.com (Flood Reviewer)

Flood Comments:
-IN COASTAL HIGH-HAZARD AREAS AND COASTAL ZONES, THE CONCRETE SLAB THICKNESS MUST NOT EXCEED 4 INCHES AND THE DESIGNER OR INSTALLER MUST SPECIFY IF IT IS (I) DESIGNED AS A FRANGIBLE (BREAKAWAY) STRUCTURE OR (2) WILL REMAIN IN PLACE AFTER THE DESIGN FLOOD.
- ON THE SITE PLAN, NOTE OR SHOW FLOOD ZONE(S), BOUNDARIES AND ELEVATION(S) (FMB CODE SECTION 6-451)

PROVIDE CERTIFICATION LETTER OR ADD TO PLANS THE FOLLOWING STATEMENTS:

-THE STRUCTURE(S) IS ANCHORED TO PREVENT FLOTATION, COLLAPSE OR LATERAL MOVEMENT DURING CONDITIONS OF THE DESIGN FLOOD (FMB CODE 6-525).

-ALL METAL CONNECTORS AND FASTENERS EXPOSED TO SURFACE ARE STAINLESS STEEL OR EQUIVALENT CORROSION RESISTANT MATERIAL, OR HOT-DIP GALVANIZED (ASCE 24-14 SECTION 5.2.1)

- ALL UTILITIES ARE ELEVATED ABOVE THE DESIGN FLOOD ELEVATION (DFE) PER ASCE 24-14 OR DESIGNED AND PROTECTED TO RESIST DAMAGE BY PREVENTING FLOODWATER FROM ENTERING OR ACCUMULATING WITHIN THEM IF LOCATED BELOW THE DFE.

PLEASE NOTE:

- **Mailed in or paper plans will not be accepted.**
- Submit all corrections together at one time with an appropriate response/ cover letter showing where each corrected item can be found to **resubmittal@fmbgov.com**.
- Please note that no other reviews will be done until the **Zoning Review** is approved.
- Resubmittals will not be processed unless all review comments are addressed.

Please refer to the **Permit Portal** to access a copy of this rejection letter.

Sincerely,

Town of Fort Myers Beach Building Services and Community Development Departments.

SS

Stephen Shawles II 4/26/24

To: Stefen Cc: Robert >

RE: Impervious Calculation Changing 21391 Widgeon Per

Good Morning and happy Friday Stefen,

Sorry for the late reply. The parcel area calculations based on the boundary survey performed by Scott Whitaker in 2016 are as follows.
The overall area of the parcel from top of rip rap on the north side to the top of rip rap at the south side is approximately 8,063 square feet.
The impervious area within the lot which includes the drive, house, decks and walks (not including the roof overhang) is approximately 5,757 square feet which is 71% of the parcel.
Please feel free to give me a call with any questions.

Talk soon,

Stephen Shawles II, PSM
Project Manager
t: 239.481.1331

This e-mail may be confidential and is intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and do not necessarily represent those of HaleyWard, Inc. If you are not the intended recipient (or responsible for delivery of the message to such person),you may not use, copy, distribute or deliver to anyone this message (or any part of its contents) or take any action in reliance on it. In such case, you should delete this message, and notify us immediately at 207 989 4824 or by email bangor@haleyward.com.

Impervious Surface Calculation Sheet

This calculations sheet is a necessary attachment for all of the Town of Fort Myers Beach building permit applications that involve a change to a properties impervious surfaces. In order to assure compliance with this limit to impervious surfaces in the LDC, an accurate calculation of the amount of impervious surface coverage is needed. A short definition of impervious surface is "any hard surface that prevents or restricts the flow of water into the soil". Examples of imperious surfaces include rooftops, sidewalks, parking lots, patios, pools, roads or any driveway made of asphalt, concrete, gravel or paver blocks. Please complete the following information:

Site Address: 21391 WIDGEON TER **Permit #:** _____

Lot Dimensions: _____ **Total Lot Area (Multiply length x width of Lot):** 9540.96

Use the following Table to Calculate Total Impervious Surface Area, (proposed and existing) attach additional sheet if necessary.

Impervious Surface Item	Proposed	Existing	Dimensions	Area (Ft2)
Single Family/Duplex	☐	☑		2205
Addition	☐	☐		
Accessory Building	☐	☐		
Driveway (calculations based site improvements, exclude ROW)	☐	☑		2320
Patio, Deck, Porches (include curbing and any gravel/shell, compacted surfaced areas) Sidewalks or Walkways (include pavers) (Exclude landscape beds)	☐ ☐	☐ ☐		961.63
Recreational Area (basketball court, tennis court, pools, etc.)	☑	☐		546.92
Other	☐	☐		

Impervious Calculation: 6033.55 **Total sq.ft. of impervious surface/** 9540.96 **sq ft. Total Lot Area=** .6324 **(must be less than .67)**

I verify that the above information is true and accurate to the best of my knowledge and that I have included all existing or proposed impervious surfaces. I understand that providing incorrect information may result in the need to remove impervious surfaces if it is discovered that the maximum coverage has been exceeded or creates an impact to surrounding properties.

Kristin Riddle
Signature of Applicant

KRISTIN RIDDLE
Printed Name of Applicant

8/22/24
Date

SS

Stephen Shawles II 4/26/24

To: Stefen Cc: Robert >

RE: Impervious Calculation Changing 21391 Widgeon Per

Good Morning and happy Friday Stefen,

Sorry for the late reply. The parcel area calculations based on the boundary survey performed by Scott Whitaker in 2016 are as follows.
The overall area of the parcel from top of rip rap on the north side to the top of rip rap at the south side is approximately 8,063 square feet.
The impervious area within the lot which includes the drive, house, decks and walks (not including the roof overhang) is approximately 5,757 square feet which is 71% of the parcel.
Please feel free to give me a call with any questions.

Talk soon,

Stephen Shawles II, PSM
Project Manager
t: 239.481.1331

This e-mail may be confidential and is intended solely for the use of the individual to whom it is addressed. Any views or opinions expressed are solely those of the author and do not necessarily represent those of HaleyWard, Inc. If you are not the intended recipient (or responsible for delivery of the message to such person),you may not use, copy, distribute or deliver to anyone this message (or any part of its contents) or take any action in reliance on it. In such case, you should delete this message, and notify us immediately at 207 989 4824 or by email bangor@haleyward.com.

Impervious Surface Calculation Sheet

This calculations sheet is a necessary attachment for all of the Town of Fort Myers Beach building permit applications that involve a change to a properties impervious surfaces. In order to assure compliance with this limit to impervious surfaces in the LDC, an accurate calculation of the amount of impervious surface coverage is needed. A short definition of impervious surface is "any hard surface that prevents or restricts the flow of water into the soil". Examples of imperious surfaces include rooftops, sidewalks, parking lots, patios, pools, roads or any driveway made of asphalt, concrete, gravel or paver blocks. Please complete the following information:

Site Address: 21391 WIDGEON TER **Permit #:** _____

Lot Dimensions: _____ **Total Lot Area (Multiply length x width of Lot):** 9540.96

Use the following Table to Calculate Total Impervious Surface Area, (proposed and existing) attach additional sheet if necessary.

Impervious Surface Item	Proposed	Existing	Dimensions	Area (Ft2)
Single Family/Duplex	☐	☑		2205
Addition	☐	☐		
Accessory Building	☐	☐		
Driveway (calculations based site improvements, exclude ROW)	☐	☑		2320
Patio, Deck, Porches (include curbing and any gravel/shell, compacted surfaced areas) Sidewalks or Walkways (include pavers) (Exclude landscape beds)	☐ ☐	☐ ☐		961.63
Recreational Area (basketball court, tennis court, pools, etc.)	☑	☐		546.92
Other	☐	☐		

Impervious Calculation: 6033.55 **Total sq.ft. of impervious surface/** 9540.96 **sq ft. Total Lot Area=** .6324 **(must be less than .67)**

I verify that the above information is true and accurate to the best of my knowledge and that I have included all existing or proposed impervious surfaces. I understand that providing incorrect information may result in the need to remove impervious surfaces if it is discovered that the maximum coverage has been exceeded or creates an impact to surrounding properties.

Kristin Riddle
Signature of Applicant

KRISTIN RIDDLE
Printed Name of Applicant

8/22/24
Date

← Back

Permit Information

Permit Number:	242333	Proposed Use:	R
Permit Date:	08/26/2024	Scope of Work:	ELEVATED POOL
Sub Type:	Pool- Below Ground	Project Cost:	150,000
Type of Construction:		Square Feet:	547
Type of Occupancy / Use:	Residential	Issued Date:	09/09/2024
Contractor Business Name/Applicant:	BIG GATOR POOLS AND SPAS	Expiration Date:	03/09/2025
		Finaled Date:	
Contractor/Applicant Email:	office@biggatorpoolsandspas.com/ Permits@thebidgator.com	Repair Damage Due To:	
		Assigned To:	
Contractor/Applicant Phone #:	239-770-8543	Status:	ISSUED
Current Use:	R		

Contractors

Big Gator Pools and Spas LLC - Certified Pool/Spa Servicing Contractor, 1749 NE 10th Ter Unit 6 Cape Coral FL 33909
Primary Contact: Kristin Riddle
FAVAZZA ELECTRIC INC - Certified Electrical, 1320 SE 2ND TER CAPE CORAL FL 33990
Primary Contact: VINCENT J FAVAZZA JR

Property Information

Parcel #: 344624W1022M00010
21391 WIDGEON TER
FORT MYERS BEACH, 33931

Inspections

Engineered Drainage Letter	Open -
Scheduled Date:	Completed Date:

Plan Reviews

09/03/2024 - Rejection Letter Sent Date: 09/03/2024 - 1st Flood Rejection Letter	DONE - Marilyn Silva Completed Date: 09/03/2024

08/26/2024 - Notice of Commencement Date: 08/26/2024	DONE - Andrew Garry Completed Date: 08/26/2024

08/26/2024 - Review Flood Date: 08/30/2024	RESUBMITTAL REQUIRED - Carl Thomas Completed Date: 09/03/2024

08/26/2024 - Review Res. Plan review Date: 08/30/2024	REVIEWED FOR COMPLIANCE - Joe Specht Completed Date: 08/26/2024

08/26/2024 - Review Zoning Date: 08/26/2024	REVIEWED FOR COMPLIANCE - Kendra Rosa Completed Date: 08/26/2024

08/26/2024 - Review Stormwater Date: 08/30/2024	REVIEWED FOR COMPLIANCE - James Warner Completed Date: 09/03/2024

08/26/2024 - Review Environmental	REVIEWED W/CONDITIONS - Chadd Chustz

Privacy - Terms

Date: 08/27/2024	Completed Date: 08/26/2024

08/26/2024 - Review FMB Application Date:	DONE - Kendra Rosa Completed Date: 08/26/2024

08/26/2024 - Elec. Sub Permit Req. Date: - FAVAZZA ELECTRIC INC	DONE - Kendra Rosa Completed Date: 08/26/2024

Fees

FMB-Third Party Review Costs:	$292.50 **- Paid**
Total Fees:	$292.50
Amount Due:	**$0.00**

Payments

Date:	Amount:	Type:	Paid By:
09/03/2024	$292.50		Kristin J Riddle
Amount Paid:		**$292.50**	

Letters

09/09/2024 - Building Permit Print

Uploaded Files

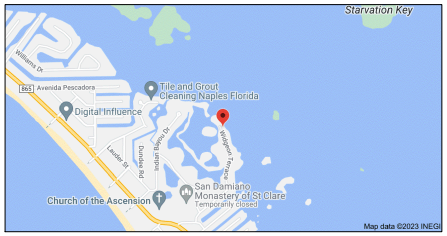
- Flood Rejection Letter 242333.pdf
- NOC.pdf
- noc_21391_widgeon.pdf
- DRAIN24-338-01-DRAINAGE-R(ESIGN) (1).pdf
- Subcontractor form_Favazza Electric_Plaisted Pool_08222024.pdf
- Plaisted Pool Application Paperwork.pdf
- PLAISTED MOORE REV24-08-19 signed (1).pdf

Accessibility

Aquatics Drawings For:

Todd Plaisted & Kelly Moore

21391 WIDGEOM TERRACE
FT. MYERS BEACH, FL. 33921



DRAWING SCHEDULE

P-1	POOL& PIPING PLAN
P-2	SITE PLAN
P-3	ELEVATIONS
P-4	POOL DETAILS
P-5	SUB SHELL DETAIL
P-6	TDH WORKSHEETS
P-7	GENERAL NOTES & DETAILS

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT, THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE.

COVER SHEET
TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

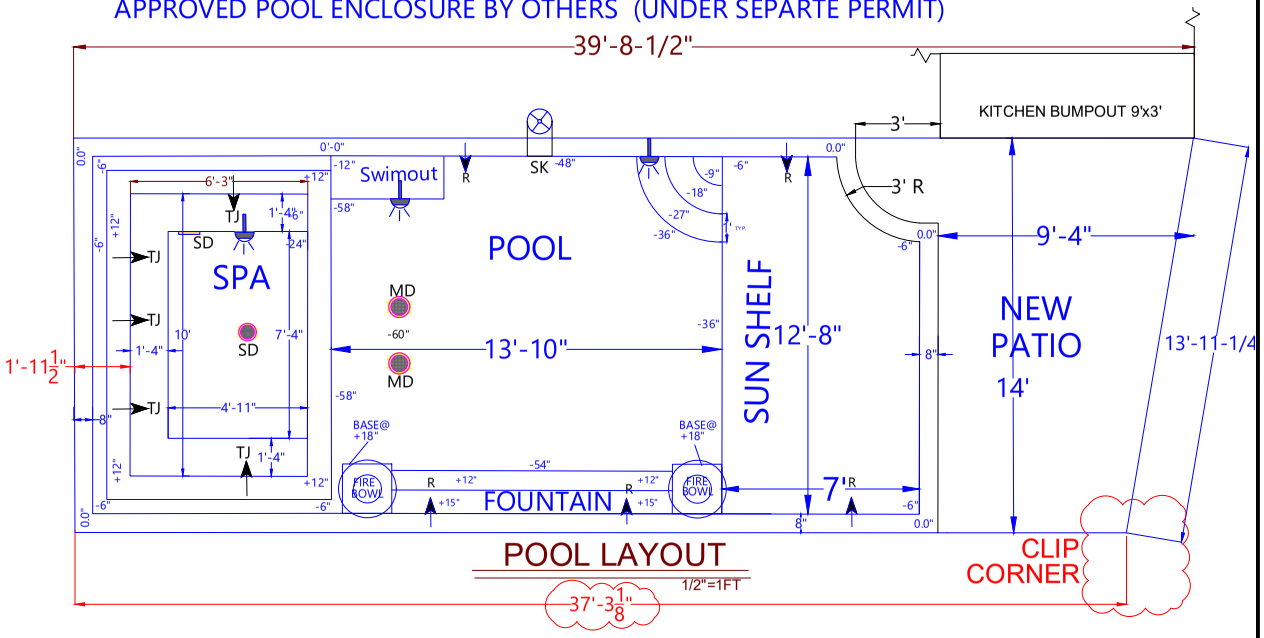
No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

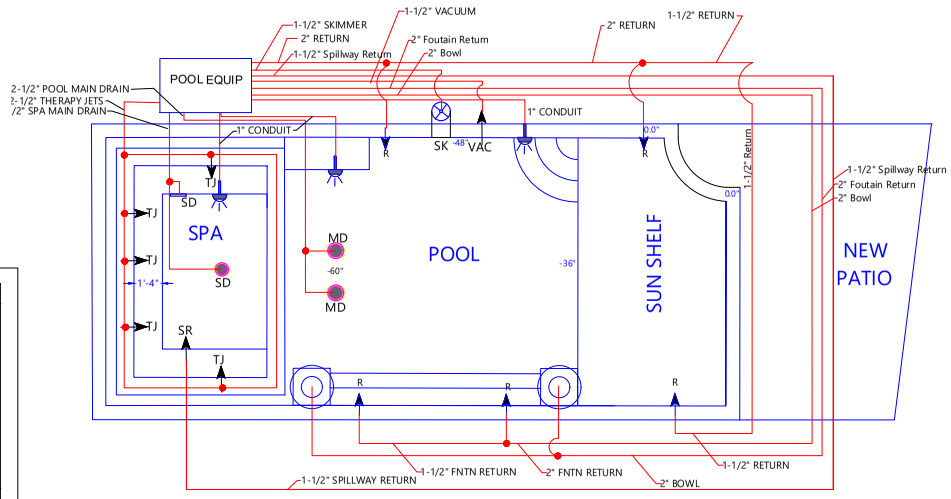
Project
Date 2/15/23
Scale AS LISTED
P-0

App. No. 0174

LEGEND	
AF	AUTO FILL
BU	BUBBLER
CD	CONDUIT
DJ	DECK JET
FR	FLOOR RETURN
GD	GUTTER DRAINS
MD	POOL MAIN DRAIN
ND	NEG.EDGE MAIN DRAIN
R	RETURN
SD	SPA MAIN DRAIN
SK	SKIMMER
TJ	THERAPY JET
V	VACUUM

ALL WINDOWS & DOORS LEADING
TO POOL AREA SHALL BE ALARMED
APPROVED POOL ENCLOSURE BY OTHERS (UNDER SEPARTE PERMIT)





POOL DATA				
POOL SQ/FT	174.5	SQ/FT	52	LIN FT
POOL VOLUME	5,221.0	GAL.		
SUNSHELF SQ/FT	88.5	SQ/FT	39.5	LIN FT
SUNSHELF VOLUME	331	GAL.		
SPA SQ/FT	62.5	SQ/FT	32	LIN FT
SPA VOLUME	701	GAL.		
TOTAL SQ/FT	325.5	SQ/FT		
TOTAL VOLUME	6,253.0	GAL.		

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.

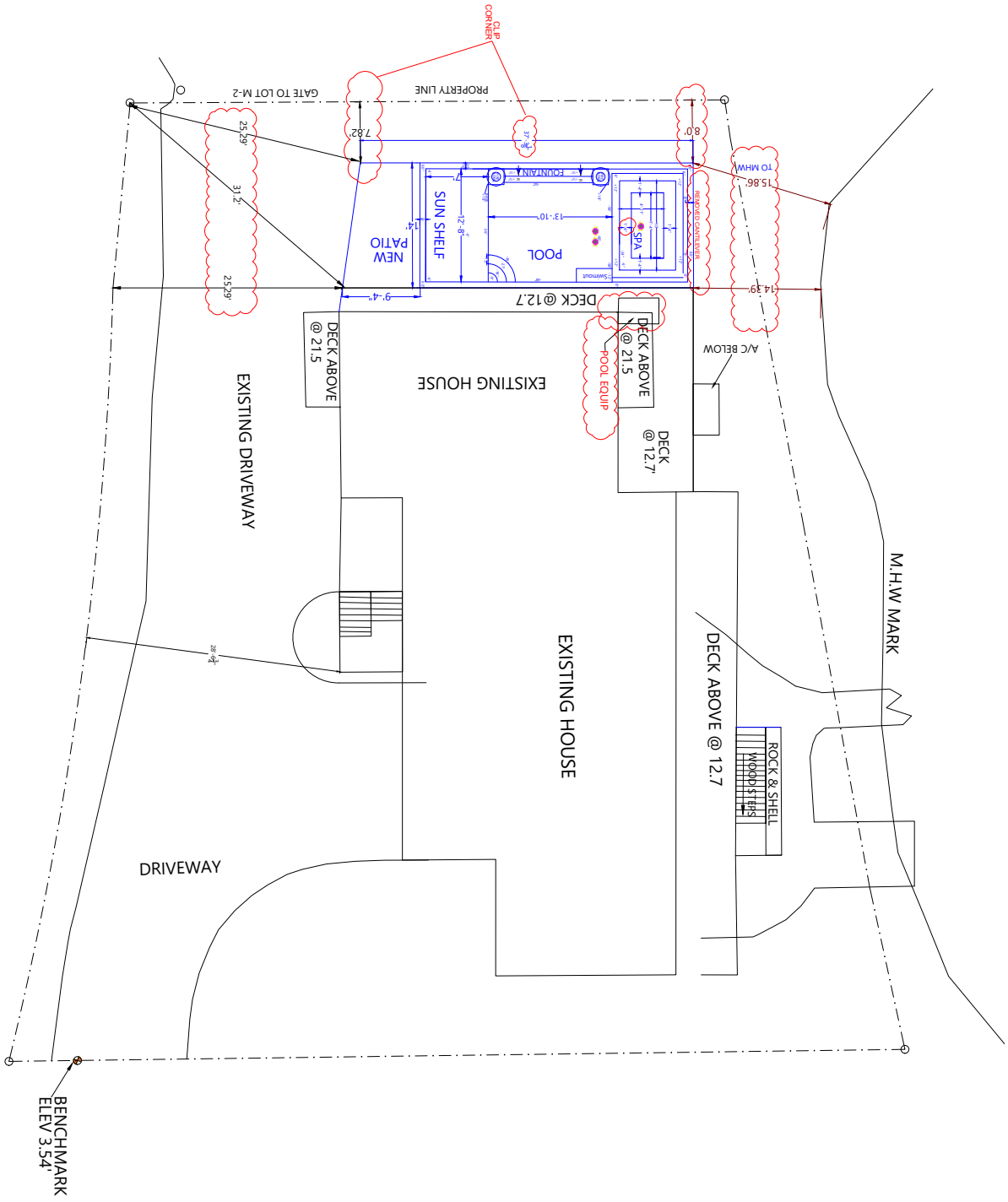
WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE.

POOL & PIPING PLAN
TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

Project
Date 2/15/23
Scale AS LISTED
P-1

App. No. 0175



SITE PLAN

TODD PLAISTED

21391 WIDGEOM TERRACE

FT MYERS BEACH, FLORIDA 33921

1. CLIP CORNER OF STRUCTURE 8/13/24

No.	Revision/Issue	Date

Project

Date 1/25/23

Scale AS LISTED

P-2

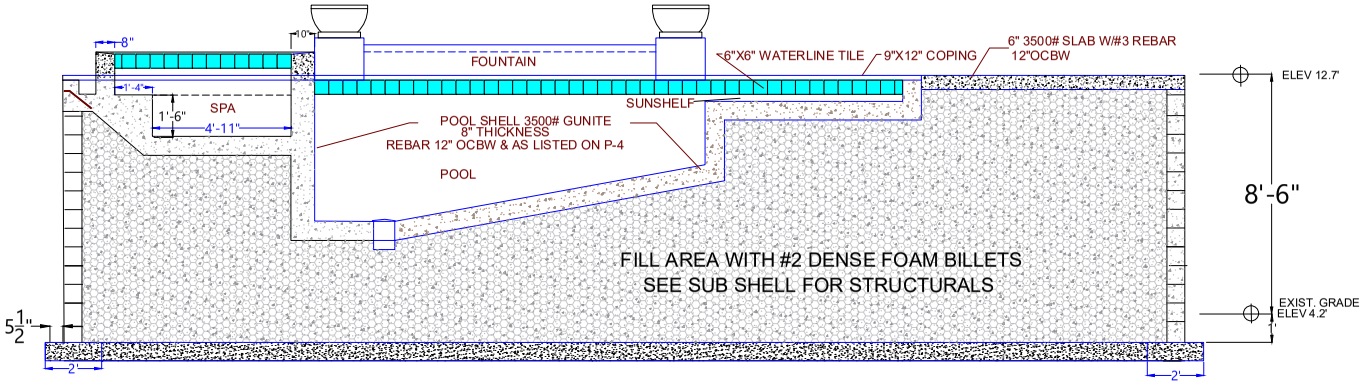
THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE AND SHALL NOT BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.

IN THE EVENT OF CONFLICT, THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM THESE DRAWINGS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED, SHOP DETAILS AND DRAWINGS FOR APPROVAL ARE PORE PROCEEDING WITH FABRICATION.

PLANS PREPARED BY: DESIGNS BY ATO Z
DRAWN BY: MJS

App. No. 0176

App. No. 0177



POOL ELEVATION

1/2"=1FT

PLANS PREPARED BY:
DESIGNS BY ATO Z

DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE.

POOL ELEVATION

TODD PLAISTED

21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

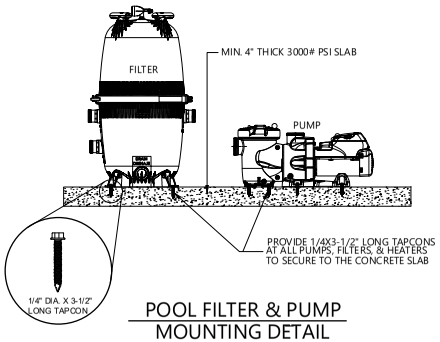
No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

Project

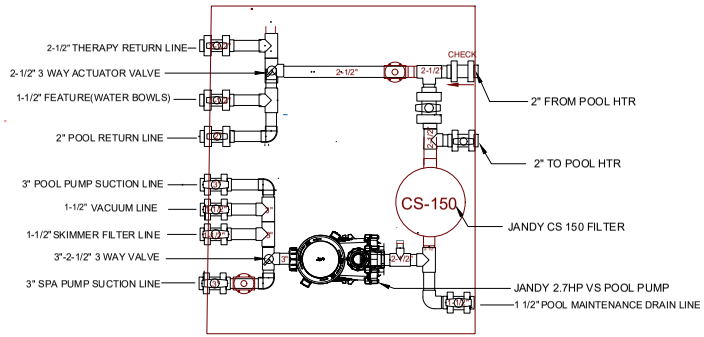
Date 2/15/23

Scale AS LISTED

P-3

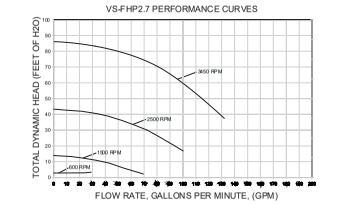


POOL FILTER & PUMP MOUNTING DETAIL



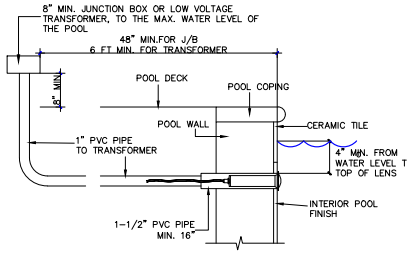
EQUIPMENT LIST				
MARK	QTY	MFG	MODEL	DESCRIPTION
①	1	JANDY	VSPHP270DV2A	2.7 HP VARI SPEED POOL PUMP 115-230 1PH.
②	1	JANDY	CS150	150 SQ FT CART. FILTER (120 GPM)
③	1	HAYWARD	W-400	1-1/2" VAC LOCK SAFETY FITTING
④	4	CUSTOM MOLDED	25524-200-0000	2" FIP WALL FITTING
⑤	3	JANDY	JLU4C -12W -xxx	12V 12WATT RGBW NICHLESS LIGHT
⑥	1	HAYWARD	SP-1072S2	1-1/2"-2" SIDEWALL SKIMMER
⑦	5	WATERWAY	210-3400	2" X 1" THERAPY JETS
⑧	OPT	JANDY CHOOSE	JXI400	400 MBH GAS POOL HEATER Available in Natural or Propane
⑨	OPT	OR JANDY	JT 3000T	137 MBH POOL HEAT PUMP
⑩	OPT	JANDY	RSPS-*	MULTI CHANNEL SYSTEM CONTROLER
⑪	OPT	JANDY	IQ30A	WI-FI ATENNA
⑫	OPT	JANDY	6614LD	CONTROL PANEL W/BREAKERS
⑬	OPT	JANDY	7443	SPA SIDE REMOTE
⑭	OPT	CUSTOM MOLDED	SPG-56-5000	1" AUTOFILL (OT TYPE)

PERFORMANCE



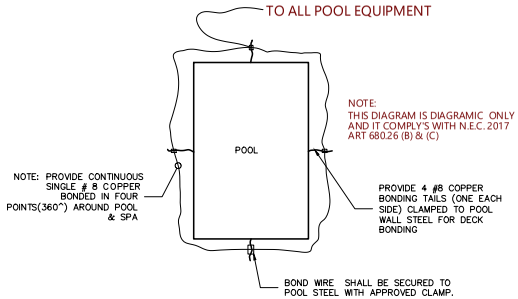
1 Up to 70% quieter than traditional single-speed pumps.
2 Actual savings dependent on pump horsepower, usage and energy costs.
[1]Does not include adjustable bases or user interface. Intended for use with AquaLink RS, AquaLink PDA, or AquaLink Z4 control systems.
4 Optional: Part # R0546400
5 Always follow local building and safety codes for pipe sizing and guidelines.

©2015 Zodiac Pool Systems, Inc. SL6201 Rev F 0415
ZODIAC® is a registered trademark of Zodiac International, S.A.S.U., used under license. All other trademarks used herein are the property of their respective owners.



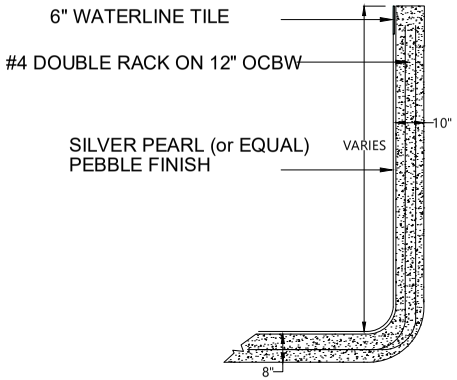
NICHELESS LIGHT DETAIL

NO SCALE



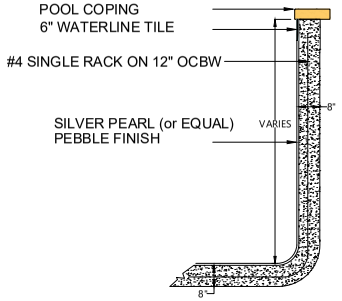
POOL BOND SCHEMATIC

N.T.S



POOL-SPA.COMMON WALL DETAIL

SCALE: NTS



TYP.WALL DETAIL

SCALE: NTS

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE.
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION.
CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE,UNLESS NOTED OTHERWISE.

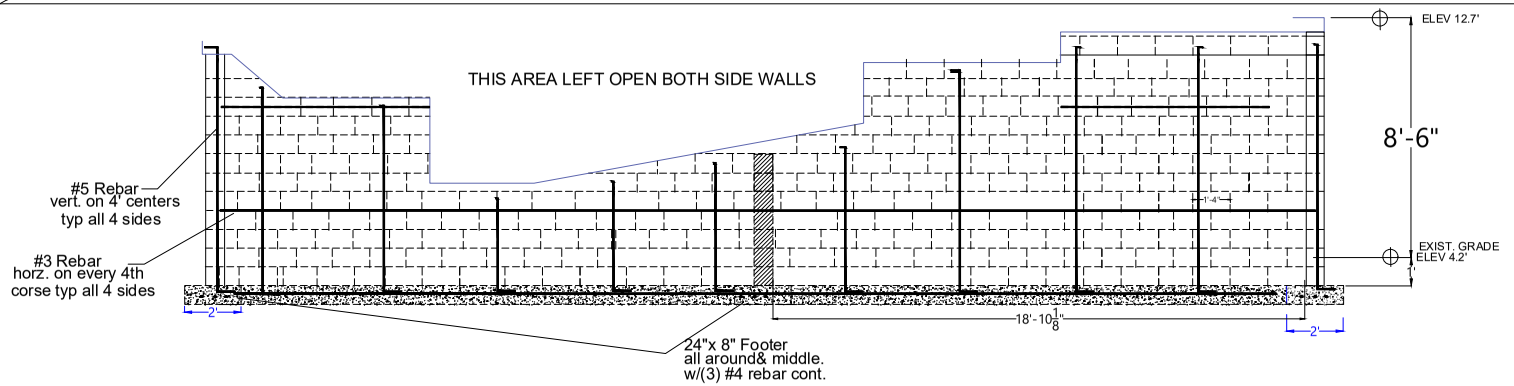
POOL DETAILS

TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

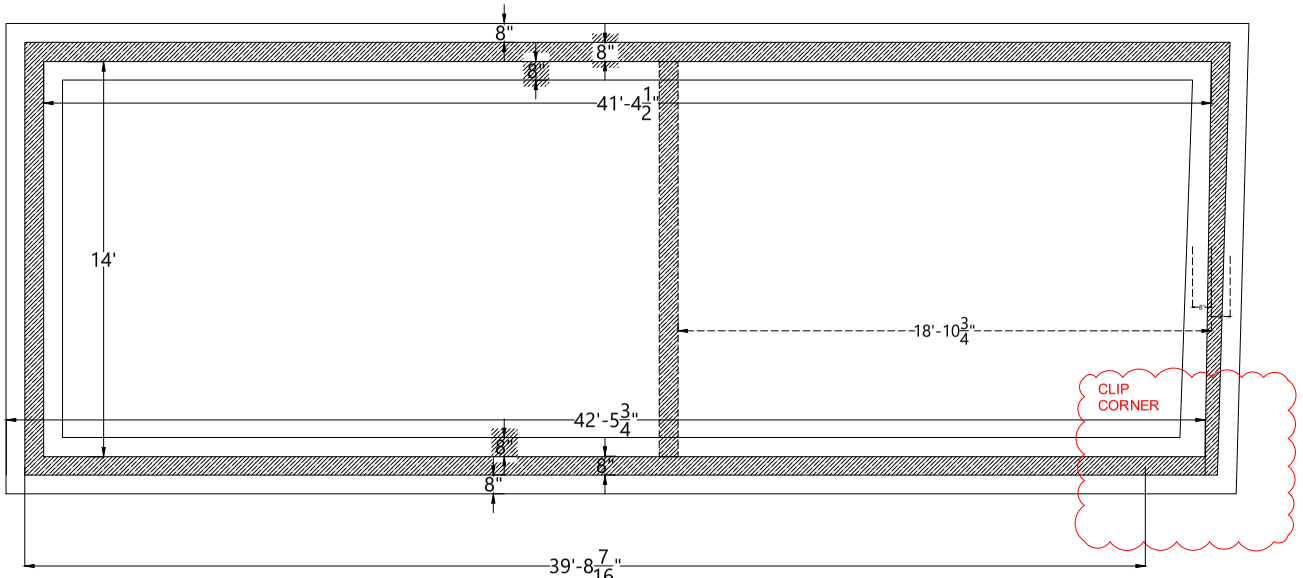
Project
Date 2/15/23
Scale AS LISTED

P-4



SUB SHELL ELEVATION

1/2"=1FT



SUB SHELL PLAN VIEW

1/2"=1FT

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED. SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE.

SUB SHELL DETAILS

TODD PLAISTED

21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

Project
Date 2/15/23
Scale AS LISTED

P-5

SIMPLIFIED TOTAL DYNAMIC HEAD (TDH) CALCULATION WORKSHEET

POOL/SPA

Home Owner/ Property Name: PLAISTED-MOORE Date: 02/15/23 Job # :

Property Address: 21391 WIDGEOM TERRACE City/State/Zip: FT MYERS BEACH, FLORIDA 34921

"This form must be filled out for each pump on the above listed project"

DETERMINE MAXIMUM SYSTEM FLOW RATE:

1. Calculate Pool Volume: 263.8 (SQ/FT) X 2.827 (ADV.DEPTH) X 7.48 = 5,578 (Volume) gal/cu ft.

Determine 3 (min/hr.) 180.00

3. Determine Max. Flow Rate: Gal 5,578.0 / 180.00 = 31.0 + 80 (Feature) 111.0 (Total)

4. Spa Jets: 7 X 12 gpm/jet = 84.0 (Gallons) Spa flow rate in Spa Mode

Gallons

(For single pump / spa combo, use higher of No. 3 or No. 4 in the following calculations for the pool and spa) pump / spa

Higther flow rate 111.0

DETERMINE PIPE SIZE & TDH:

Branch Piping to Be	3	velocity @ 6fps	138 gpm	GPM Max Flow Rate	0.04
Trunk Piping to Be	2.5	velocity @ 8fps	117 gpm	GPM Max Flow Rate	0.09
Return Piping to Be	2.5	velocity @ 10fps	146 gpm	GPM Max Flow Rate	0.13

DETERMINE SIMPLIFIED TDH:

1. Friction Loss (In suction pipe) in:	3.0	per/ft 100gpm	0.07			
2. Friction Loss (In return pipe) in:	2.0	per/ft 100gpm	0.16			
3. Length of Suction Pipe	(in Linear Feet)	100.0	X	0.07	=	7
4.. Length of Return\ Pipe	(in Linear Feet)	100.0	X	0.16	=	16

TDH in piping:	23.0	(added 3 and 4 from above)
Filter Loss in TDH:	1.5	(from filter data sheet)
Heater loss is TDH:	10.0	(from heater data sheet)
Total All Other Loss:	11.0	(record additional loss items on "additional notes")
Total TDH:	45.5	

FLOW AND FRICTION LOSSES PER FT. - SCH 40 PIPE						
Velocity - Feet Per Second						
Pipe Size	6 FT/S		8 FT/S		10 FT/S	
1"	16 gpm.	0.14	21 gpm.	0.23	26gpm.	0.35
1 1/2"	37 gpm.	0.08	50 gpm.	0.14	62 gpm.	0.24
2"	62 gpm.	0.06	82 gpm.	0.10	103 gpm.	0.16
2 1/2"	88 gpm.	0.05	117 gpm.	0.09	146 gpm.	0.13
3"	138 gpm.	0.04	181 gpm.	0.07	227 gpm.	0.10
4"	234 gpm.	0.03	313 gpm.	0.05	392 gpm.	0.07
5"	534 gpm.	0.02	712 gpm.	0.03	890 gpm.	0.05

SIMPLIFIED TOTAL DYNAMIC HEAD (TDH) CALCULATION WORKSHEET p2

POOL/SPA PUMP

	MAKE	MODEL	HP	
Pump Selection:	JANDY	VSFHP270AUT	2.7	Using pump curve for TDH and System Flow Rate

	MAKE	MODEL	MAX FLOW	REPL DATE
Main Drain Cover:	CUSTOM	25516-400	146	5 YRS

(System Flow Rate must not exceed approved cover flow rate)

NOTE: Minimum system flow based on min. flow per skimmer of 35 GPM

MAIN DRAIN PLUMBING METHOD USED:

X A. Dual outlets in parallel to one pump
B. Dual outlets in parallel to dual pumps in par
C. Parallel dual outlets to two pumps
D. Dual outlets on different planes
E. Three or more outlets in parallel symmetric
F. Three or more outlets in parallel eccentrically tapped piping
G. Three or more outlets in parallel looped piping
Single unblockable channel outlets to single pump. (Channel drain @316 gpm. Max flow rate)
I. Single unblockable channel outlets to two pumps. (Channel drain @217 w/2 ports & 278 gpm. w/3 ports)(See Note 4)

NOTES:

If a variable speed pump is used, use the Max. pump flow calculations
For side wall drains, use appropriate side wall drain flaw as published by manufacturer.
Insert manufacturer's name and approved maximum flow.
See installation instructions for number of ports to be used
suction
Pump and Filtermake, model, and location can not change without submitting a revised plan TDH worksheet
Pump curve for pump specified shall be attached to these sheets.

ADDITIONAL NOTES:

ADDITIONAL ESTIMATING, HEAD LOSSES IN FITTINGS, 45'S AND TEES (INCLUDED)

Myriam Murphy
Engineer of Record
859-866-9620
Telephone No.
bobstaubach@gmail.com
E-Mail Address

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE.
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE.

TDH CALCULATIONS
TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

Project
Date 2/15/23
Scale AS LISTED
P-6

7th Edition R2021.1

R1601.1 Mechanical Requirements. Unless either specified in this code, all piping, equipment and materials used in the process piping system of swimming pools shall be built in place shall conform to the Florida Building Code, Plumbing.

R4501.4 Approvals.

R4501.4.1 Compliance. All Materials, piping, valves equipment or appliances entering into the construction of swimming pools or portions thereof shall be a type complying with code of a type recommended and approved by a nationally recognized testing agency or conforming to other recognized standards acceptable to the administrative authority.

R4501.4.2 Does not covered. For any items not specifically covered in these requirements, the administrative authority is hereby authorized to request that all equipment, materials, methods of construction and design features shall be proven to function adequately, effectively and without excessive maintenance and operational difficulties.

R4501.4.2.1 Flood Hazard Area. Pools installed in flood hazard areas established in Section R322 shall comply with Section R322.2.4 (4.2exc) or R322.3.5.1 (exception 4) as applicable to the flood hazard area.

R4501.4.3 Applicant Responsibility. It shall be the responsibility of the applicant to provide such data, tests or other adequate proof that the device, material or product will satisfactorily perform the function for which it is intended, before such item shall be approved or accepted for tests.

R4501.5 Alternate Materials and Methods of Construction.

R4501.5.1 Approval and authentication. The provisions of this code are not intended to prevent the use of any alternate material, method of construction, appliance or equipment, provided any such alternate has been first approved and its use authorized by the administrative authority.

R4501.5.2 Required tests. When there is insufficient evidence to substantiate claims for alternates, the administrative authority may require tests, as proof of compliance, to be made at an approved agency at the expense of the applicant.

R4501.6 Engineering design.

R4501.6.1 Conformance standard. Design, construction and workmanship shall be in conformity with the requirements of ANSI/NSPI-1, ANSI/NSPI/CSC 5, ANSI/NSPI/CSC 6, and ANSI/NSPI-7.

R4501.6.2 Required equipment. Every swimming pool shall be equipped complete with approved mechanical equipment consisting of filter, pump, piping valves and component parts.

Exception. Pools with a supply of fresh water equivalent to the volume of the pool in the specified turnover time will be allowed.

R4501.6.3 Water Velocity. Pool piping shall be designed so the water velocity will not exceed 10 feet per second (3048 mm/s) for pressure piping and 8 feet per second (2438 mm/s) for suction piping, except that the water velocity shall not exceed 8 feet per second (2438 mm/s) in copper tubing. Main suction outlet velocity must comply with ANSI/APSP-7.

Exception. Jet inlet fittings shall not be deemed subject to this requirement.

R4501.6.4 Piping to heater. Water flow through the heater, piping bypass plumbing installed, any back-siphoning protection, and the use of heat sinks shall be done in accordance with the manufacturer's recommendations.

R4501.6.5 Piping installation. All piping materials shall be installed in strict accordance with the manufacturer's standards.

Exception. Primer and glue on exposed above-ground piping not required to be colored.

R4501.6.6 Entrapment protection. Entrapment protection for suction outlets shall be installed in accordance with requirements of ANSI/APSP-7.

R4501.7 Pumps.

R4501.7.1 Strainer. Pool circulating pumps shall be equipped on the inlet side with an approved type hair and lint strainer when used with a pressure filter.

R4501.7.2 Installation. Pumps shall be installed in accordance with manufacturer recommendations.

R4501.7.3 Inspection. Pumps shall be inspected for the following heads.

1. Pressure diatomaceous earth at least 66 feet (19,685 mm).
2. Vacuum diatomaceous earth 20 inch (508 mm) vacuum on the suction side and 40 feet (12192 mm) total head.
3. Rapid sand at least 45 feet (13716 mm).
4. High sand at least 48 feet (14630)

R4501.7.4 Materials. Pumps impellers, shafts, wear rings and either working parts shall be of corrosion-resistant materials.

R4501.8 Valves.

R4501.8.1 Approved. Valves shall be made of materials that are approved in the Florida Building Code, Plumbing. Valves located under concrete slabs shall be set in a soft housing. Least dimension of five-pipe diameters with a minimum of at least 30 inches (254 mm) and fitted with a suitable cover. All valves shall be located where they will be readily accessible for maintenance and removal.

R4501.8.2 Pull-way (gate) valves. Pull-way valves shall be installed to insure proper functioning of the filtration and piping system. When the pump is located below the overflow rim of the pool, a valve shall be installed on the discharge outlet and the suction line.

R4501.8.3 Check Valves. Where check valves are installed, they shall be of the swing, or vertical check patterns.

R4501.8.4 Combination valves. Combination valves shall be installed per manufacturer's installation instructions.

R4501.8.5 Valve locations. Valves shall be installed in accessible locations. Where buried, the location and arrangement of the administrative authority may be used to fill the pool shall be equipped with backflow protection. No over rim fill spout shall be accepted unless under a closing board, or properly guarded.

R4501.10 Water Outlet Disposal.

R4501.10.1 Connection limitations. Direct or indirect connections shall not be made between any storm drain, sewer, the traps system, seepage pit underground leaching pit, or subsoil drainage line, and any line connected to a swimming pool unless approved by the administrative authority.

R4501.10.2 Disposal through public sewer. When the waste water from a swimming pool is to be disposed of through a public sewer, a 3 inch (76mm) P-trap shall be installed on the lower terminus of the building and the soil piece from the trap shall extend a minimum of 3 inches (76mm) above finished grade and below finished floor grade. This trap need not be installed on the pool lines. This trap need not be vented. The connection between the filter waste discharge piping and the P-trap shall be made by means of an indirect connection.

R4501.10.3 Deviations. Plans and specifications for any deviation from the above manner of installation shall first be approved by the administrative authority before any portion of an such system is installed. When waste water disposal is to seepage pit installation, it shall be installed in accordance with the approval granted by the administrative authority.

R4501.11 Inspection tank. A inspection tank of an approved type may be used in lieu of the aforementioned means of waste water disposal when connected at a point to such inspection tank.

R4501.12 Tests.

R4501.12.1 Slope test. Pressure test. All piping shall be tested and proved tight to the satisfaction of the administrative authority, under a static water or air pressure test of not less than 35 pounds per square inch (psi) (241 kPa for 15 minutes.

Exceptions: Circulation pumps need not be tested as required in this section.

R4501.12.2 Drain and waste piping. All drain and waste piping shall be tested by filling with water to the point of overflow and all joints shall be tight.

R4501.13 Drainage.

R4501.13.1 Slope to discharge. Drain piping servicing pool/hydro-therapy pool drains and deck drains shall be installed to provide continuous grade to point of discharge.

R4501.13.2 Joints and connections. Joints and connections shall be made as required by the Florida Building Code, Plumbing.

R4501.14 Water Heating Equipment.

R4501.14.1 Labels. Swimming pool water heating equipment shall conform to the design, construction and installation requirements in accordance with accepted engineering practice and shall bear the label of a recognized testing agency, and shall include a consolidation of combustion air, venting and gas supply requirements for water heaters.

R4501.14.2 Water retention. If a heater is not equipped or designed for an approved permanent bypass or anti-siphon device, an approved permanent bypass or anti- siphon device shall be installed to provide a positive means of retaining water in the heater when the pump is not in operation.

R4501.14.3 PR Drainage. When the heater is installed in a pit, the pit shall be provided with approved drainage facilities.

R4501.14.4 Connections. All water heating equipment shall be installed with flanges or union connection adjacent to the heater.

R4501.14.5 Relief valve. When water heating equipment which is installed in a closed system has a valve between the appliance and the pool, a pressure relief valve shall be installed on the discharge side of the water equipment. For units up to and including 200,000 Btu/hour input, the relief valve shall be rated by the American Gas Association.

R4501.15 Gas Piping. Gas piping shall comply with the Florida Building Code, Fuel Gas.

R4501.16 Electrical. Electrical wiring and equipment shall comply with the Florida Building Code.

R4501.17 Residential swimming barrier requirement. Residential swimming pools shall comply with Sections R4501.17.1 through R4501.17.3

Exception: A swimming pool with an approved safety pool cover complying with ASTM F 1346.

R4501.17.1.1 The top of the barrier shall be at least 48 inches (1219 mm) above grade, measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier may be at ground level or mounted on top of the pool structure, and the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102 mm).

R4501.17.1.2 The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to squeeze through, or climb over the barrier as it exists directly below. One end of a removable child barrier shall not be removable without the aid of tool in any barrier that will allow passage of a 4-inch diameter (102mm) sphere.

R4501.17.1.3 Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and masonry joints.

R4501.17.1.4 Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143mm), the horizontal members shall be located on the swimming pooldside of the fence. Spacing between vertical members shall not exceed 1 ¾ inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1 ¾ inches (44 mm) in width.

R4501.17.1.5 Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches (44 mm) in width.

R4501.17.1.6 Maximum mesh size for chain link fences shall be a 2¼ inch square (57 mm) unless the fence is provided with slats fastened at the top or bottom which reduce the opening to no more than 1¾ inches (44 mm).

R4501.17.1.7 Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than 1¾ inches (44 mm).

R4501.17.1.8 Access gates, when provided, shall be self-closing and shall comply with the requirements of Sections R4501.17.1.1 through R4501.17.1.7 and shall be equipped with a self-latching locking device located on the pool side of the gate. Where the device release is located no less than 54 inches (1370 mm) from the bottom of the gate, the device release mechanism may be located on either side of the gate and no greater than 6 inches (152 mm) from the top or through any opening or gap from the outside. Gates that provide access to the swimming pool must open outward away from the pool. The gates and barrier shall have no opening greater than 1/2 inch (12.7 mm) within 18 inches (457 mm) of the release mechanism.

R4501.17.1.9 Where a wall of a dwelling serves as part of the barrier, one of the following shall apply:

1. All doors and windows providing direct access from the home to the pool shall be equipped with an exit alarm complying with UL 2017 that has a minimum sound pressure rating of 85 dBA at 10 feet (3048 mm). Any door/screen switch shall be located at least 54 inches (1372 mm) above the threshold of the access. Separate all are not required for each door or window if sensors wired to a central alarm sound when contact is broken at any opening.

Exceptions:

a. Screened or protected windows having a bottom sill height of 48 inches (1219 mm) or more measured from the interior finished floor at the pool access level.

b. Windows facing the pool on floor above the first story.

c. Screened or protected pass-through kitchen windows 42 inches (1067 mm) or higher with a counter beneath.

2. A swimming pool alarm that, when placed in a pool, sounds an alarm upon detection of an accidental or unauthorized entrance into the water. Such pool alarm must meet and be independently certified to ASTM Standard F2208, titled "Standard Safety Specification for Residential Pool Alarms," which includes surface pool pressure, sonar, laser, and infrared alarms. Any pool alarm utilizing the term "swimming pool alarm" does not include any swimming protection alarm designed for individual use, such as an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water.

R4501.17.1.10 Where a wall of a dwelling serves as part of the barrier and one or more doors provide direct access from the home to the pool and the installation of access ladder or steps, the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or steps shall be surrounded by a be enclosedwithrequirementsof Sections R4501.17.1.1 through R4501.17.1.9 and Sections R4501.17.1.11 through R4501.17.1.13. Where the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch diameter (102mm) sphere.

R4501.17.1.11 Standard screen enclosure shall meet the requirements of Section R4501.17 may be utilized as part or all of the "barrier" and shall be consider "nonclimbing" wall. Removable child barriers shall have a self-latch not less than 54 inches (1372 mm) above the finished floor.

R4501.17.1.12 The barrier must be placed around the perimeter of the pool and must be separate from any fence, wall, or other enclosure surround the yard or this fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, so long as such a fence or enclosure meets the requirements of this section.

R4501.17.1.13 Removable child barriers must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who manage to penetrate the barrier from immediately falling into the water. Sufficiently away from the water's edge shall mean no less than 20 inches (508 mm) from the water's edge. Dwelling or membership unit, including screen enclosures, when used as part or all of the "barrier" and meeting the barrier requirements, may be no closer to the water's edge as permitted by this section.

R4501.17.1.14 A wall of a dwelling may serve as a part of the barrier if it does not contain any door or window that opens to provide direct access from the home to the swimming pool.

R4501.17.1.15 Home water disposal.

R4501.17.2 Connection limitations. Direct or indirect connections shall not be made between any storm drain, sewer, drainage system, seepage pit underground leaching pit, or subsoil drainage line, and any line connected to a swimming pool unless approved by the administrative authority.

R4501.17.3 Disposal through public sewer. When the waste water from a swimming pool is to be disposed of through a public sewer, a 3 inch (76mm) P-trap shall be installed on the lower terminus of the building drain and the soil piece from the trap shall extend a minimum of 3 inches (76mm) above finished grade and below finished floor grade. This trap need not be installed on the pool lines. This trap need not be vented. The connection between the filter waste discharge piping and the P-trap shall be made by means of an indirect connection.

R4501.17.4 Deviations. Plans and specifications for any deviation from the above manner of installation shall first be approved by the administrative authority before any portion of any such system is installed. When waste water disposal is to seepage pit installation, it shall be installed in accordance with the approval granted by the administrative authority.

R4501.17.5 Inspection tank. A inspection tank of an approved type may be used in lieu of the aforementioned means of waste water disposal when connected at a point to such inspection tank.

R4501.17.6 Tests.

R4501.17.6.1 Slope test. Pressure test. All piping shall be tested and proved tight to the satisfaction of the administrative authority, under a static water or air pressure test of not less than 35 pounds per square inch (psi) (241 kPa for 15 minutes.

Exceptions: Circulation pumps need not be tested as required in this section.

R4501.17.6.2 Drain and waste piping. All drain and waste piping shall be tested by filling with water to the point of overflow and all joints shall be tight.

R4501.17.7 Slope to discharge. Drain piping servicing pool/hydro-therapy pool drains and deck drains shall be installed to provide continuous grade to point of discharge.

R4501.17.8 Joints and connections. Joints and connections shall be made as required by the Florida Building Code, Plumbing.

R4501.17.9 Water heating equipment.

R4501.17.9.1 Labels. Swimming pool water heating equipment shall conform to the design, construction and installation requirements in accordance with accepted engineering practice and shall bear the label of a recognized testing agency, and shall include a consolidation of combustion air, venting and gas supply requirements for water heaters.

R4501.17.9.2 Water retention. If a heater is not equipped or designed for an approved permanent bypass or anti-siphon device, an approved permanent bypass or anti-siphon device shall be installed to provide a positive means of retaining water in the heater when the pump is not in operation.

R4501.17.9.3 PR Drainage. When the heater is installed in a pit, the pit shall be provided with approved drainage facilities.

R4501.17.9.4 Connections. All water heating equipment shall be installed with flanges or union connection adjacent to the heater.

R4501.17.9.5 Relief valve. When water heating equipment which is installed in a closed system has a valve between the appliance and the pool, a pressure relief valve shall be installed on the discharge side of the water heating equipment. For units up to and including 200,000 Btu/hour input, the relief valve shall be rated by the American Gas Association.

R4501.17.10 Gas Piping. Gas piping shall comply with the Florida Building Code, Fuel Gas.

R4501.17.11 Electrical. Electrical wiring and equipment shall comply with the Florida Building Code.

R4501.17.11 Residential swimming barrier requirement. Residential swimming pools shall comply with Sections R4501.17.1 through R4501.17.3

Exception: A swimming pool with an approved safety pool cover complying with ASTM F 1346.

R4501.17.1.1 The top of the barrier shall be at least 48 inches (1219 mm) above grade, measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier may be at ground level or mounted on top of the pool structure, and the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102 mm).

R4501.17.1.2 The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to squeeze through, or climb over the barrier as it exists directly below. One end of a removable child barrier shall not be removable without the aid of tool in any barrier that will allow passage of a 4-inch diameter (102mm) sphere.

R4501.17.1.3 Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and masonry joints.

R4501.17.1.4 Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 4 inches (102 mm) or more, spacing between vertical members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed 1¾ inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches (44mm) in width.

R4501.17.1.5 Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 4 (102mm) or more, spacing between vertical members shall not exceed 4 inches (102MM). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches (44mm) in width.

R4501.17.1.6 Maximum mesh size for chain link fences shall be a 2¼ inch square (57 mm) unless the fence is provided with slats fastened at the top or bottom which reduce the opening to no more than 1¾ inches (44mm).

R4501.17.1.7 Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than 1¾ inches (44 mm).

R4501.17.1.8 Access gates, when provided, shall be self-closing and shall comply with the requirements of Sections R4501.17.1.1 through R4501.17.1.7 and shall be equipped with a self-latching locking device located on the pool side of the gate. Where the device release is located no less than 54 inches (137 mm) from the bottom of the gate, the device release mechanism may be located on either side of the gate and no greater than 6 inches (152 mm) from the top or through any opening or gap from the outside. Gates that provide access to the swimming pool must open outward away from the pool. The gates and barrier shall have no opening greater than 1/2 inch (12.7 mm) within 18 inches (457 mm) of the release mechanism.

R4501.17.1.9 Where a wall of a dwelling serves as part of the barrier, one of the following shall apply:

1. All doors and windows providing direct access from the home to the pool shall be equipped with an exit alarm complying with UL 2017 that has a minimum sound pressure rating of 85 dBA at 10 feet (3048 mm). Any door/screen switch shall be located at least 54 inches (1372 mm) above the threshold of the access. Separate all are not required for each door or window if sensors wired to a central alarm sound when contact is broken at any opening.

Exceptions:

a. Screened or protected windows having a bottom sill height of 48 inches (1219mm) or more measure from the interior finished floor at the pool access level.

b. Windows facing the pool on floor above the first story.

c. Screened or protected pass-through kitchen windows 42 inches (1067mm) or higher with a counter beneath.

2. All doors providing direct access from the home to the pool must be equipped with a self-closing, self-latching device with positive mechanical latchingNo latching device located a minimum of 54 inches (1372 mm) above the threshold, which is approved by the authority having jurisdiction.

3. A swimming pool alarm that, when placed in a pool, sounds an alarm upon detection of an accidental or unauthorized entrance into the water. Such pool alarm must meet and be independently certified to ASTM Standard F2208, titled "Standard Safety Specification for Residential Pool Alarms," which includes surface pool pressure, sonar, laser, and infrared alarms. Any pool alarm utilizing the term "swimming pool alarm" does not include any swimming protection alarm designed for individual use, such as an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water.

R4501.17.1.10 Where a wall of a dwelling serves as part of the barrier and one or more doors provide direct access from the home to the pool and the installation of access ladder or steps, the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or steps shall be surrounded by a be enclosedwithrequirementsof Sections R4501.17.1.1 through R4501.17.1.9 and Sections R4501.17.1.11 through R4501.17.1.13. Where the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch diameter (102mm) sphere.

R4501.17.1.11 Standard screen enclosure which meet the requirements of Section R4501.17 may be utilized as part or all of the "barrier" and shall be consider "nonclimbing" wall. Removable child barriers shall have a self-latch not less than 54 inches (1372mm) above the finished floor.

R4501.17.1.12 The barrier must be placed around the perimeter of the pool and must be separate from any fence, wall, or other enclosure surround the yard or this fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, so long as such a fence or enclosure meets the requirements of this section.

R4501.17.1.13 Removable child barriers must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who may manage to penetrate the barrier from immediately falling into the water. Sufficiently away from the water's edge shall mean no less than 20 inches (508 mm) from the water's edge. Dwelling or membership unit, including screen enclosures, when used as part or all of the "barrier" and meeting the barrier requirements, may be no closer to the water's edge as permitted by this section.

R4501.17.1.14 A wall of a dwelling may serve as a part of the barrier if it does not contain any door or window that opens to provide direct access from the home to the swimming pool.

R4501.17.1.14.1 Adjacent waterways. Permanent natural or permanent man-made features such as bulkheads, canals, lakes, navigable waterway etc., adjacent to a public or private swimming pool or may be permitted as a barrier when approved by the authority having jurisdiction. When evaluating such barrier functions, the authority may perform on-site inspect and receive evidence such as surveys, aerial photographs, boundary descriptions, or other documentation to verify, minimum, the following:

1. The barrier feature is not subject to natural changes, deviations, or alterations and is capable of providing an equivalent level of protection as that provided by code.
2. The barrier feature clearly impedes, prohibits or restricts access to the swimming pool or spa.

R4501.17.1.15 Pressure test. All pool piping shall be tested and proved tight to the satisfaction of the administrative authority, under a static water or air pressure test of not less than 35 pounds per square inch (psi) (241 kPa) for 15minutes

Exception: Circulation pumps need not be tested as required in this section.

R4501.17.2 Drain and waste piping. All drain and waste piping shall be tested by filling with water to the point of overflow and all joints shall be tight.

R4501.17.3 Drain Piping.

R4501.15.1 Slope to discharge. Drain piping servicing pool/hydro-therapy pool drains and deck drains shall be installed to provide continuous grade to point of discharge.

R4501.13.2 Joints and connections. Joints and connections shall be made as required by the Florida Building Code, Plumbing.

R4501.14 Water heating equipment.

R4501.14.1 Labels. Swimming pool water heating equipment shall conform to the design, construction and installation requirements in accordance with accepted engineering practice and shall bear the label of a recognized testing agency, and shall include a consolidation of combustion air, venting and gas supply requirements for water heaters.

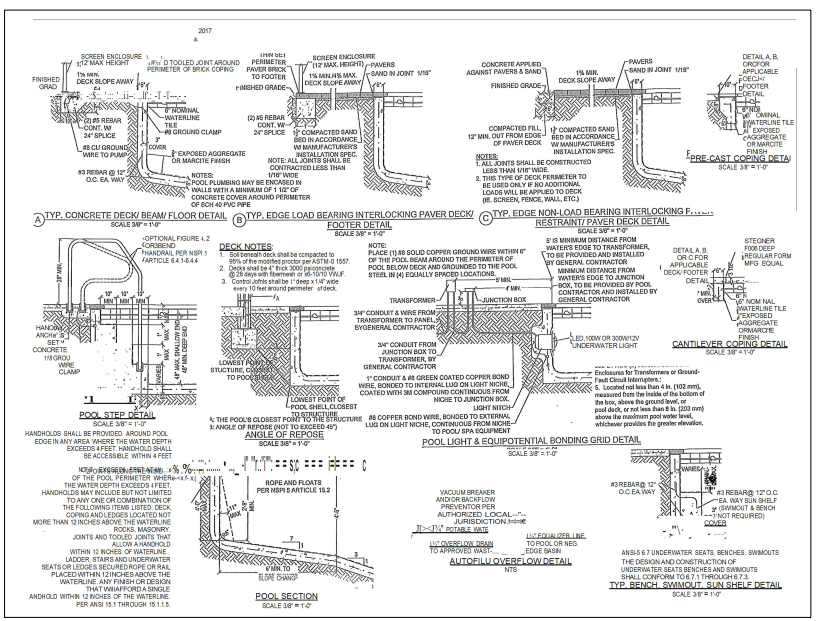
R4501.14.2 Water retention. If a heater is not equipped or designed for an approved permanent bypass or anti-siphon device, an approved permanent bypass or anti-siphon device shall be installed to provide a positive means of retaining water in the heater when the pump is not in operation.

R4501.14.3 PR Drainage. When the heater is installed in a pit, the pit shall be provided with approved drainage facilities.

R4501.14.4 Connections. All water heating equipment shall be installed with flanges or union connection adjacent to the heater.

R4501.14.5 Relief valve. When water heating equipment which is installed in a closed system has a valve between the appliance and the pool, a pressure relief valve shall be installed on the discharge side of the water heating equipment. For units up to and including 200,000 Btu/hour input, the relief valve shall be rated by the American Gas Association.

R4501.15 Gas Piping. Gas piping shall comply with the Florida Building Code, Fuel Gas.


2017
A
SCREEN ENCLOSURE
1/2" MAX. HEIGHT
FINISHED GRADE
1⅛ MIN. DECK SLOPE AWAY
6"
8" NOMINAL WATERLINE TILE
(2) #5 REBAR CONT. W/ 24" SPLICE
#8 CU GROUND WIRE TO PUMP
#3 REBAR @ 12" O.C. EA. WAY
EXPOSED AGGREGATE OR MARCITE FINISH
NOTES:
POOL PLUMBING MAY BE ENCASED IN WALLS WITH A MINIMUM OF 1 1/2" OF CONCRETE COVER AROUND PERIMETER OF SCH 40 PVC PIPE
TYP. CONCRETE DECK/ BEAM/ FLOOR DETAIL
SCALE 3/8" = 1'-0"
1'-8"H D TOOLED JOINT AROUND PERIMETER OF BRICK COPING
1'-0" MIN. SCREENED ENCLOSURE
1'-0" MIN. H/S MAX. DECK SLOPE AWAY
FINISHED GRADE
(2) #5 REBAR CONT. W/ 24" SPLICE
#8 CU GROUND WIRE TO PUMP
#3 REBAR @ 12" O.C. EA. WAY
EXPOSED AGGREGATE OR MARCITE FINISH
NOTES:
POOL PLUMBING MAY BE ENCASED IN WALLS WITH A MINIMUM OF 1 1/2" OF CONCRETE COVER AROUND PERIMETER OF SCH 40 PVC PIPE
TYP. EDGE LOAD BEARING INTERLOCKING PAVER DECK FOOTER DETAIL
SCALE 3/8" = 1'-0"
1'-0" MIN. SCREEN ENCLOSURE
1'-0" MAX. HEIGHT
1'-0" MIN. H/S MAX. DECK SLOPE AWAY
PAVERS
SAND IN JOINT 1/16"
FINISHED GRADE
(2) #5 REBAR CONT. W/ 24" SPLICE
12" COMPACTED BAND BED IN ACCORDANCE W/ MANUFACTURERS INSTALLATION SPEC.
NOTE: ALL JOINTS SHALL BE CONTRACTED LESS THAN 1/16" WIDE.
2. THIS TYPE OF DECK PERIMETER TO BE USED ONLY IF NO ADDITIONAL LOADS WILL BE APPLIED TO DECK. (IE. SCREEN, FENCE, WALL, ETC.)
TYP. EDGE NON-LOAD BEARING INTERLOCKING PAVER DECK RESTRAINT/ PAVER DECK DETAIL
SCALE 3/8" = 1'-0"
CONCRETE APPLIED AGAINST PAVERS & SAND
FINISHED GRADE
1⅛ MIN. DECK SLOPE AWAY
PAVERS
SAND IN JOINT 1/16"
COMPACTED FILL, 12" MIN. OUT FROM EDGE OF PAVER DECK
12" COMPACTED SAND BED IN ACCORDANCE W/ MANUFACTURER'S INSTALLATION SPEC.
NOTES:
1. ALL JOINTS SHALL BE CONTRACTED LESS THAN 1/16" WIDE.
2. THIS TYPE OF DECK PERIMETER TO BE USED ONLY IF NO ADDITIONAL LOADS WILL BE APPLIED TO DECK. (IE. SCREEN, FENCE, WALL, ETC.)
DETAIL A, B OR/C FOR APPLICABLE DECK/ FOOTER DETAIL
6"
8" NOMINAL WATERLINE TILE
EXPOSED AGGREGATE OR MARCITE FINISH
PRE-CAST COPING DETAIL
SCALE 3/8" = 1'-0"
DETAIL A, B OR C FOR APPLICABLE DECK/ FOOTER DETAIL
STEGNER FOR DEEP 4 REGULAR FORM MFG. EQUAL
8" NOM. NAL WATERLINE TILE
EXPOSED AGGREGATE ORMARCITE FINISH
CANTILEVER COPING DETAIL
SCALE 3/8" = 1'-0"
POOL STEP DETAIL
SCALE 3/8" = 1'-0"
HANDHOLDS SHALL BE PROVIDED AROUND POOL EDGE IN ANY AREA WHERE THE WATER DEPTH EXCEEDS 4 FEET. HANDHOLD SHALL BE ACCESSIBLE WITHIN 4 FEET OF EVERY POINT ALONG THE PERIMETER OF THE POOL WHERE THE WATER DEPTH EXCEEDS 4 FEET. HANDHOLDS MAY INCLUDE BUT NOT LIMITED TO ANY ONE OR COMBINATION OF THE FOLLOWING ITEMS LISTED: DECK, COPING AND LEDGES LOCATED NOT MORE THAN 12 INCHES ABOVE THE WATERLINE ROCKS, MASONRY JOINTS AND TOOLED JOINTS THAT ALLOW A HANDHOLD WITHIN 12 INCHES OF WATERLINE LADDER, STAIRS AND UNDERWATER SEATS OR LEDGES SECURED ROPE OR RAIL PLACED WITHIN 12 INCHES ABOVE THE WATERLINE. ANY FINISH OR DESIGN THAT WWAFFORD A SINGLE ANDHOLD WITHIN 12 INCHES OF THE WATERLINE PER ANSI 15.1 THROUGH 15.1.1.5.
OPTIONAL FIGURE 1, 2 CORDSEND THANDRAIL PER NSPI-1 ARTICLE 9.4.1-9.4.4
18" MIN.
HANDRAIL ANCHOR SET CONCRETE WIRE CLAMP
MIN. MAX.
POOL SHELL
DECK NOTES:
1. Soil beneath deck shall be compacted to 95% of the modified proctor per ASTM-D 1557.
2. Decks shall be 4" thick 3000 psi concrete @ 28 days with fibermesh or WI-10/10 WWF.
3. Control Joints shall be 1" deep x 1/4" wide every 10 feet around perimeter of deck.
LOWEST POINT OF STRUCTURE, CHANGE TO POOL SHELL
LOWEST POINT OF POOL SHELL CLOSEST TO STRUCTURE
4. THE POOL'S CLOSEST POINT TO THE STRUCTURE
5. ANGLE OF REPOSE (NOT TO EXCEED 45°)
ANGLE OF REPOSE
SCALE 3/8" = 1'-0"
NOTE: PLACE (1) #8 SOLID COPPER GROUND WIRE WITHIN 6" OF THE POOL BEAM AROUND THE PERIMETER OF POOL BELOW DECK AND GROUNDED TO THE POOL STEEL IN (4) EQUALLY SPACED LOCATIONS.
5' MINIMUM DISTANCE FROM WATER'S EDGE TO TRANSFORMER, TO BE PROVIDED AND INSTALLED BY GENERAL CONTRACTOR
MINIMUM DISTANCE FROM WATERS EDGE TO JUNCTION BOX, TO BE PROVIDED BY POOL CONTRACTOR AND INSTALLED BY GENERAL CONTRACTOR
TRANSFORMER
JUNCTION BOX
3/4" CONDUIT & WIRE FROM TRANSFORMER TO PANEL BY GENERAL CONTRACTOR
3/4" CONDUIT FROM JUNCTION BOX TO TRANSFORMER, BY GENERAL CONTRACTOR
1" CONDUIT & #8 GREEN COATED COPPER BOND WIRE, BONDED TO INTERNAL LUG ON LIGHT NICHE, COATED WITH 3M COMPOUND CONTINUOUS FROM NICHE TO JUNCTION BOX.
LIGHT NITCH
#8 COPPER BOND WIRE, BONDED TO EXTERNAL LUG ON LIGHT NICHE, CONTINUOUS FROM NICHE TO POOL EQUIPMENT
LED 100W OR 300W/12V UNDERWATER LIGHT
Enclosure for Transformers or Ground-Fault Circuit Interrupters.:
6. Located not less than 4 in. (102 mm), measured from the inside of the bottom of the box, above the ground level, or pool deck, or not less than 8 in. (203 mm) above the maximum pool water level, whichever provides the greater elevation.
POOL LIGHT & EQUIPOTENTIAL BONDING GRID DETAIL
SCALE 3/8" = 1'-0"
ROPE AND FLOATS PER NSPI 5 ARTICLE 15.2
4'-0"
7'-0"
3'-0"
3'-0"
1'-0"
3'-0"
1'-0"
3'-0"
4'-0"
7

Residential
PERMIT

Permit Number:
242333

To check the status of your permit or schedule inspections go to the website below.
http://www.fortmyersbeachfl.gov/971/Building-Services

DATE ISSUED:
09/09/2024
EXPIRES
03/09/2025

Next business day inspections need to be requested before 4 p.m. Requests received after 4 p.m. cannot be scheduled until two business days after the request is received.

If your permit requires any fire inspections please schedule by emailing: prevention@fmbfire.org along with the permit number, site address, inspection type & any notes to the inspector

JOB LOCATION: **21391 WIDGEON TER**		Strap #: **344624W1022M00010**
PROPERTY OWNER: PLAISTED TODD R TR FOR TODD R PLAISTED TRUST 15781 ANDRIE ST NW RAMSEY MN 55303	CONTRACTOR Big Gator Pools and Spas LLC 1749 NE 10th Ter Unit 6 Cape Coral FL 33909	PERMIT TYPE: **Residential** SUBTYPE: **Pool- Below Ground**
DESCRIPTION OF WORK: **ELEVATED POOL**		
NOTES		

DATE BY **DATE BY** **DATE BY**

POL - 101 Foundation/Stem Wall
POL - 108 Shell Steel
POL - 109 Pool Deck
POL - 119 Final Pool
POL - 142 SWP3 - Silt Fence
POL - 116 Deck Bonding
POL - 118 Shell Bonding

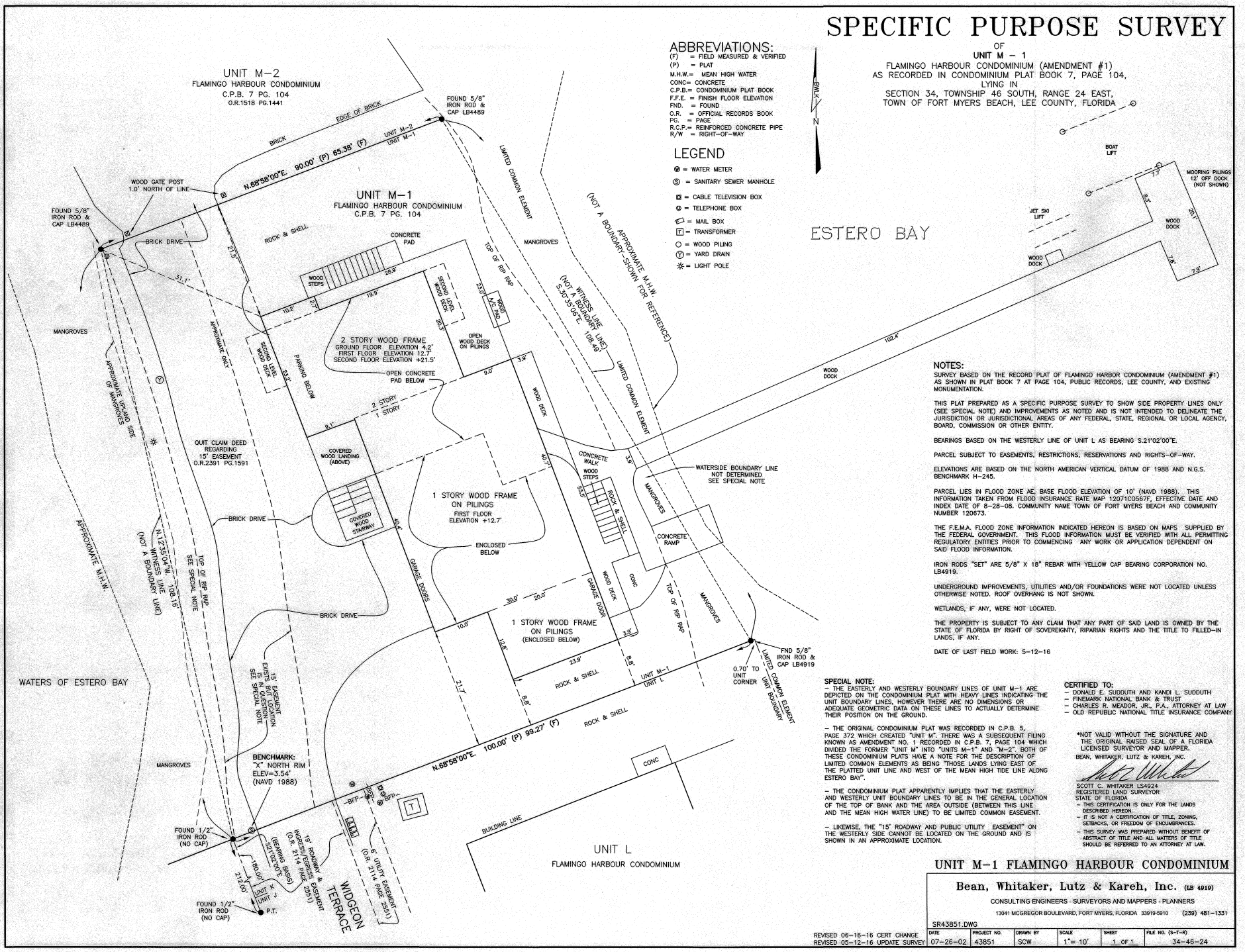
WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

THIS CARD MUST BE PLACED ON A BOARD AT EYE LEVEL SO IT CAN BE READ FROM STREET AND BE PROTECTED FROM THE WEATHER.

NOTICE: IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIED, OR FEDERAL AGENCIES. THIS PERMIT IS VOID IF THE FIRST INSPECTION IS NOT MADE WITH SIX (6) MONTHS FROM THE DATE ISSUED OR IF NO INSPECTION HAS BEEN MADE FOR A PERIOD OF SIX (6) MONTHS FROM THE MOST RECENT PASSED INSPECTION. BUILDING PLANS MUST BE ON JOB AT TIME OF INSPECTION. REINSPECTION FEE $50.00.

SPECIFIC PURPOSE SURVEY

OF
UNIT M – 1
FLAMINGO HARBOUR CONDOMINIUM (AMENDMENT #1)
AS RECORDED IN CONDOMINIUM PLAT BOOK 7, PAGE 104,
LYING IN
SECTION 34, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA



ABBREVIATIONS:

(F) = FIELD MEASURED & VERIFIED
(P) = PLAT
M.H.W.= MEAN HIGH WATER
CONC= CONCRETE
C.P.B.= CONDOMINIUM PLAT BOOK
F.F.E. = FINISH FLOOR ELEVATION
FND. = FOUND
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
R.C.P.= REINFORCED CONCRETE PIPE
R/W = RIGHT-OF-WAY

LEGEND

Ⓦ = WATER METER
Ⓢ = SANITARY SEWER MANHOLE
◙ = CABLE TELEVISION BOX
Ⓣ = TELEPHONE BOX
✉ = MAIL BOX
T = TRANSFORMER
○ = WOOD PILING
Ⓨ = YARD DRAIN
☼ = LIGHT POLE

NOTES:

SURVEY BASED ON THE RECORD PLAT OF FLAMINGO HARBOR CONDOMINIUM (AMENDMENT #1) AS SHOWN IN PLAT BOOK 7 AT PAGE 104, PUBLIC RECORDS, LEE COUNTY, AND EXISTING MONUMENTATION.

THIS PLAT PREPARED AS A SPECIFIC PURPOSE SURVEY TO SHOW SIDE PROPERTY LINES ONLY (SEE SPECIAL NOTE) AND IMPROVEMENTS AS NOTED AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

BEARINGS BASED ON THE WESTERLY LINE OF UNIT L AS BEARING S.21°02'00"E.

PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY.

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND N.G.S. BENCHMARK H-245.

PARCEL LIES IN FLOOD ZONE AE, BASE FLOOD ELEVATION OF 10' (NAVD 1988). THIS INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP 12071C0567F, EFFECTIVE DATE AND INDEX DATE OF 8-28-08. COMMUNITY NAME TOWN OF FORT MYERS BEACH AND COMMUNITY NUMBER 120673.

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

IRON RODS "SET" ARE 5/8" X 18" REBAR WITH YELLOW CAP BEARING CORPORATION NO. LB4919.

UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED. ROOF OVERHANG IS NOT SHOWN.

WETLANDS, IF ANY, WERE NOT LOCATED.

THE PROPERTY IS SUBJECT TO ANY CLAIM THAT ANY PART OF SAID LAND IS OWNED BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY, RIPARIAN RIGHTS AND THE TITLE TO FILLED-IN LANDS, IF ANY.

DATE OF LAST FIELD WORK: 5-12-16

SPECIAL NOTE:

– THE EASTERLY AND WESTERLY BOUNDARY LINES OF UNIT M-1 ARE DEPICTED ON THE CONDOMINIUM PLAT WITH HEAVY LINES INDICATING THE UNIT BOUNDARY LINES, HOWEVER THERE ARE NO DIMENSIONS OR ADEQUATE GEOMETRIC DATA ON THESE LINES TO ACTUALLY DETERMINE THEIR POSITION ON THE GROUND.

– THE ORIGINAL CONDOMINIUM PLAT WAS RECORDED IN C.P.B. 5, PAGE 372 WHICH CREATED "UNIT M". THERE WAS A SUBSEQUENT FILING KNOWN AS AMENDMENT NO. 1 RECORDED IN C.P.B. 7, PAGE 104 WHICH DIVIDED THE FORMER "UNIT M" INTO "UNITS M-1" AND "M-2". BOTH OF THESE CONDOMINIUM PLATS HAVE A NOTE FOR THE DESCRIPTION OF LIMITED COMMON ELEMENTS AS BEING "THOSE LANDS LYING EAST OF THE PLATTED UNIT LINE AND WEST OF THE MEAN HIGH TIDE LINE ALONG ESTERO BAY".

– THE CONDOMINIUM PLAT APPARENTLY IMPLIES THAT THE EASTERLY AND WESTERLY UNIT BOUNDARY LINES TO BE IN THE GENERAL LOCATION OF THE TOP OF BANK AND THE AREA OUTSIDE (BETWEEN THIS LINE AND THE MEAN HIGH WATER LINE) TO BE LIMITED COMMON EASEMENT.

– LIKEWISE, THE "15' ROADWAY AND PUBLIC UTILITY EASEMENT" ON THE WESTERLY SIDE CANNOT BE LOCATED ON THE GROUND AND IS SHOWN IN AN APPROXIMATE LOCATION.

CERTIFIED TO:

– DONALD E. SUDDUTH AND KANDI L. SUDDUTH
– FINEMARK NATIONAL BANK & TRUST
– CHARLES R. MEADOR, JR., P.A., ATTORNEY AT LAW
– OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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

BEAN, WHITAKER, LUTZ & KAREH, INC.

SCOTT C. WHITAKER LS4924
REGISTERED LAND SURVEYOR
STATE OF FLORIDA
– THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON.
– IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
– THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

UNIT M-1 FLAMINGO HARBOUR CONDOMINIUM

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
13041 McGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-5910 (239) 481-1331

SR43851.DWG

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
07-26-02	43851	SCW	1"= 10'	1 OF 1	34-46-24

REVISED 06-16-16 CERT CHANGE
REVISED 05-12-16 UPDATE SURVEY

App. No. 0183

Town of Fort Myers Beach

NOTICE OF ADMINISTRATIVE APPEAL with
[SECOND RENEWED] ADMINISTRATIVE APPEAL
BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace)

COME NOW, Appellants, HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, and STEPHANIE HIMMELSTEIN, by and through the undersigned counsel, hereby give notice of Administrative Appeal and files this Administrative Appeal ("**Appeal**") of the Town of Fort Myers Beach Building Permit #242333 / #234477 pursuant to Fort Myers Beach Code Section 34-86 (Appeals from Administrative Action) the building permit and site plan issued to Todd R. Plaisted, Trustee of the Todd R. Plaisted Revocable Trust Agreement ("**Plaisted**" or "**Applicant**"), for 21391 Widgeon Terrace, Fort Myers Beach, Florida ("**Subject Property**") on November 19, 2024, for the construction of an above ground pool and states as follows in support:

1. The Appellants are HIMMELSTEIN ASSOCIATES, LLC, that owns real property with a single-family dwelling at 21381 Widgeon Terrace, Fort Myers Beach, Florida, ROBERT HIMMELSTEIN, and STEPHANIE HIMMELSTEIN who are principles in HIMMELSTEIN ASSOCIATES, LLC, and reside in the residence at 21381 Widgeon Terrace, Fort Myers Beach, Florida ("**Appellants**").

2. The Appellants own the adjacent property and share a common property boundary with the residence at issue in this case located at 21391 Widgeon Terrace, Fort Myers Beach ("Subject Property").

3. Both properties are located in and part of the in the Flamingo Harbour Condominium Association boundaries. Both properties are governed by the Declaration of Condominium documents and the condominium association governance.

4. Both properties (as well as other units in the association) are located on the waterfront and are highly susceptible to flooding and severe weather events.

5. The Appellants (as well as other units in the association) rely on the Town of Fort Myers Beach ("Town") land development code's ("LDC") protections in regards to pervious surfaces to prevent flooding and its concomitant damages to neighboring properties.

6. The property owner of the subject property, Mr. Todd Plaisted ("Plaisted"), applied for and was granted a variance for the construction of an above ground swimming pool on the subject property. On March 4, 2024, the Town granted a variance from side and waterfront setbacks requirement contained in the Town Land Development Code Table 34-3 which mandates that accessory structures including swimming pools associated with a single-family home waterfront lot in the RC zoning district to provide a minimum 10-foot side setback for lots 100 feet wide or greater and a 25-foot setback from the mean high-water line. Appellants have challenged that variance by way of a Writ of Certiorari and the case remains pending before the 20th Judicial Circuit in Lee County under Case No. 24-CA-002551.

7. Plaisted applied for a construction permit from the Town to construct an above ground swimming pool on the subject property. The permit was issued and revoked several times during its approval course. Appellants first discovered and obtained a copy of the Building Permit #242333, issued on September 8, 2024, and subsequently on November 15, 2024 (which relies upon information submitted with #234477 that was issued on July 1, 2024, on July 8, 2024), and files this appeal within 30 days of November 15th, 2024.[1]

8. Appellants have filed an administrative appeal after each issuance of the permit including this "Second Renewed" administrative appeal. Each of these substantive appeals argues that the permit was issued based on flawed survey that erroneously delineates the subject property boundaries into Flamingo Harbour owned property to improperly gain pervious surface to defy the

[1] The subject permit was issued and revoked, and subsequently re-issued no earlier than November 15th, 2024. *See* 11.15.24 and 11.19.24 correspondence from Town of Fort Myers Beach, Town Attorney's Office, attached hereto as composite Exhibit A and the Town of Fort Myers Beach, Permit Package No. 242333, attached hereto as Exhibit B.

pervious surface requirements of the Town's LDC's. This deficiency on impervious surface subjects the neighboring properties to potential threats of floods and poor drainage.

BASIS OF APPEAL

9. Plaisted, owner of the Subject Property and Applicant, is using incorrect property boundaries according to the recorded survey. Specifically, Plaisted is using condominium "common area" land square footage to increase his private lot size square footage in order to improperly and inappropriately decrease his impervious surface calculation sheet, to appear to be less than .67 of their lot size.[2]

10. Common areas of condominium, or "limited common elements," are not individual property of condominium property owners under Florida law. Section 718.108 Florida Statutes. As such, the Applicant is not permitted to use such area, designated clearly as "limited common elements" and thus, common area property as his own private land in order to manufacturer a larger lot size. *See* Generally page 5, Section J of Exhibit C.

11. The original and amended condominium plats[3] ("**Condo. Plat**") states that limited common elements are: "All those lands lying East of the platted unit line and West of the Mean High Tide Line along Estero Bay," which the Applicant has included within his calculation of his own lot size. *Id*. The Applicant has instead represented to the Town, that his private property extends to the Mean High Tide Line, by way of the incorrect and inaccurate survey submitted with the subject Permit Application.

[2] Please note that surveyor, Stephen Shawless is in actual possession of surveyor, Scott Whitaker's survey on auto-CAD and has measured the overall area of the property to be 8,063 feet, and calculates the property at over 71 percent impervious surface ratio.

[3] *See* Composite Exhibit C – Declaration of Condominium of Flamingo Harbour Condominium, OR 1357, P. 1089, and Amended No. 1 Flamingo Harbour Condominium, Condo. Plat Book 7, P. 104.

12. Attached to this Appeal is a copy of the engineer of record's drainage plan, though no survey is actually attached or included.[4] Importantly, the survey incorrectly states that:

> **[R]ecord data indicates ownership to the edge of water. Estero bay is tidally influenced and requires a mean high-water determination to establish the property boundary…"[5]**

13. Importantly, the drainage plan also states:

> **The geological shoreline and mean high water profile is show hereon per instruction from client…[6]**

14. The Condo. Plat states that limited common elements are: "All those lands lying East of the platted unit line and West of the Mean High Tide Line ("MHTL") along Estero Bay," thus, the private property owner of this lot does not own the common area, which is separately owned by the land Condominium Association. *See* Exhibit C; *See* Section 718.108 Florida Statutes.

15. It should be noted that the Applicant is not only using the incorrect boundaries of his property, but also failed to disclose within the Community Development Department Application for Public Hearing, that there are deed restrictions and covenants on the Subject Property.

16. The Subject Property is Unit M-1 of the Flamingo Harbor Condominium. The property data from Lee County submitted for Permit #242333 / #234477 shows that the land unit of measure is "UT." "UT" represents the unit measure. The unit measure is the unit as depicted in the Condo. Plat, demonstrating clearly that the unit boundaries do not include the lands lying east of the platted unit line and west of the Mean High Tide Line, along the Estero Bay.[7]

---

[4] Exhibit B - Town of Fort Myers Beach, Permit Package No. 242333, p. 23 "Drainage Plan."
[5] *Id*.
[6] Exhibit B - Town of Fort Myers Beach, Permit Package No. 242333, p. 23 "Drainage Plan."
[7] *See* Composite Exhibit C – Declaration of Condominium of Flamingo Harbour Condominium, OR 1357, P. 1089, and Amended No. 1 Flamingo Harbour Condominium, Condo. Plat Book 7, P. 104.

17. Prior boundary surveys for Permit #242333 / #234477, submitted by the Applicant, as part of the Variance Application demonstrate the "limited common elements" as west of the MHTL, just as reflected by the Condo. Plat.[8] The boundary survey properly referred to the Condo. Plat as well as a shocking admission by the Applicant, in the form of a handwritten note on the upper right-hand side of the boundary survey, stating "sixty-seven percent (67%) lot coverage," demonstrating that the existing property is already meeting the sixty-seven percent (67%) impervious surface calculation prior to the addition of the swimming pool. *Id*.

18. The surveys since submitted by the Applicant[9], do not properly represent the boundaries. These surveys are incorrectly using Mean High Water as the unit boundary. The surveys from LANDTEC state a convenient disclaimer, as listed below:

> GENERAL NOTES:
>
> **1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.**
>
> *Id*.

19. Therefore, the drainage plan from Application, specifically the impervious surface calculation, is wrong since it is using incorrect boundary information and states, along with the prior submitted surveys, that they were based upon information provided by the client, not the Condo. Plat.

20. LDC Section 6-14. **Neighborhood Flooding** - To minimize neighborhood flooding from normal daily rainfall, **no more than 67 percent of the total lot area within a residential zoning district shall be covered with impervious surfaces**. The plans must indicate the method

[8] *See* Exhibit D – Applicant's Variance Application, at p. 18.
[9] *See* Exhibit E – Prior 242333 Permit Application.

used to maintain a one-inch (interior lot) or 1.6 inch (waterfront lot) rainfall on-site when more than 500 square feet of impervious surface is proposed. *Emphasis Added.*

21. Accordingly, the permit for the swimming pool at the subject property was improperly granted as the subject property already reached the Section 6-*14* threshold of permeable surfaces prior to approval and subjects the Appellants property to flooding as contemplated by LDC Section 6-14.

WHEREFORE, Appellants respectfully request that the subject permit application and issuance be revoked, and for any and all other relief deemed just and proper.

Respectfully re-filed this December 13, 2024

By: /s/ Robert N. Hartsell
Robert N. Hartsell, Esq.
Florida Bar No. 636207
Robert@Hartsell-Law.com
Shai Ozery, Esq.
Florida Bar No. 118371
Shai@ Hartsell-Law.com
ROBERT N. HARTSELL, P.A.
61 NE 1st Street, Suite C,
Pompano Beach, FL 33060
Telephone: 954-778-1052
Counsel for the Appellant

EXHIBIT A

VOSE LAW FIRM LLP
ATTORNEYS & COUNSELORS AT LAW

GRETCHEN R.H. ("BECKY") VOSE‡
WADE C. VOSE†
NANCY A. STUPARICH
PAUL R. WATERS
GARRETT M. OLSEN
STEPHANIE M. VELO
CHLOE E. BERRYMAN
MARIA RONDEL

†BOARD CERTIFIED IN CITY, COUNTY & LOCAL GOVERNMENT LAW

‡RATED AV PREEMINENT BY MARTINDALE-HUBBELL

November 15, 2024

VIA U.S. MAIL AND ELECTRONIC MAIL

Hartsell Ozery P.A.
Attn: Robert N. Hartsell
61 NE 1st Street, Suite C
Pompano Beach, FL 33060
robert@hartsellozery.com
shai@hartsellozery.com

RE: Town's Response to Renewed Administrative Appeal of Building Permit #242333, dated September 30, 2024

Dear Mr. Hartsell,

Our firm represents the Town of Fort Myers Beach ("Town"). I am contacting you regarding the Renewed Administrative Appeal of permit #242333 filed by your client, Himmelstein Associates, LLC, on September 30, 2024, regarding the property located at 213191 Widgeon Terrace, Fort Myers Beach, Florida 33931.

Please note that the Town's records do not reflect issuance of a building permit on that date. Per the Town's records, permit #242333 was created on August 26, 2024. Subsequently thereafter, a rejection letter was provided to the property owner on September 3, 2024, due to the outstanding items related to flood. For this reason, the permit remains pending until the requirements pertaining to flood are satisfied. For more information regarding permit #242333, please see the enclosed permit summary.

In view of this information, please advise if you wish to pursue the appeal on behalf of your client or if you intend to withdraw the appeal since the permit has not yet been issued. If you would like to continue with the appeal, we will work on scheduling the appeal before the Town's Special Magistrate.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact our office at 407-645-3735.

Sincerely,

Maria Rondel, Esquire
Assistant Town Attorney

Cc: Robert B. Burandt, Esq. o/b/o Todd Plaisted

VOSE LAW FIRM LLP

Fwd: Permit # 242333

Maria Rondel <mrondel@voselaw.com> Fri, Nov 15, 2024 at 1:12 PM
To: Maria Rondel <mrondel@voselaw.com>

From: **Fort Myers Beach** <wo@iworq.net>
Date: Fri, Nov 15, 2024, 12:13 PM
Subject: Permit # 242333
To: <nstuparich@voselaw.com>

FMBeach
FORT MYERS BEACH © ESTERO ISLAND

Permit #:	242333
Permit Date:	08/26/24
Permit Type:	
Permit Type:	Residential
Sub Type:	Pool- Below Ground
Type of Construction:	
Type of Occupancy / Use:	Residential
Contractor Business Name/Applicant:	BIG GATOR POOLS AND SPAS
Contact Name:	DARELL SIZEMORE
Contractor/Applicant Email:	office@biggatorpoolsandspas.com/ Permits@thebidgator.com
Contractor/Applicant Phone #:	239-770-8543
Property Owner's Email:	todd@plaistedcompanies.com
Current Use:	R
Proposed Use:	R
Scope of Work:	ELEVATED POOL
Project Cost:	150000
Square Feet:	547
Issued Date:	09/09/2024
Expiration Date:	03/09/2025
Finaled Date:	
Closed Date:	

Repair Damage Due To:
Storm Damage:
Status: WAITING ON RESUBMITTAL
Assigned To:

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
344624W1022M00010	21391 WIDGEON TER	FLAMINGO HARBOUR CONDO CONDO PLAT 7 PG 104 UNIT M-1	PLAISTED TODD R TR FOR TODD R PLAISTED TRUST		RM-2

Contractors

Contractor	Primary Contact	Phone	Address	Contractor Type	License	License #
Big Gator Pools and Spas LLC	Kristin Riddle	239-770-8543	1749 NE 10th Ter Unit 6	Certified Pool/Spa Servicing Contractor	General Liability	NN1754021
FAVAZZA ELECTRIC INC	VINCENT J FAVAZZA JR		1320 SE 2ND TER	Certified Electrical	LIABILITY	1100
FAVAZZA ELECTRIC INC	VINCENT J FAVAZZA JR		1320 SE 2ND TER	Certified Electrical	STATE OF FLORIDA	EC13013506
FAVAZZA ELECTRIC INC	VINCENT J FAVAZZA JR		1320 SE 2ND TER	Certified Electrical	WORKMAN'S COMP	934809419
Big Gator Pools and Spas LLC	Kristin Riddle	239-770-8543	1749 NE 10th Ter Unit 6	Certified Pool/Spa Servicing Contractor	Certified Residential Pool/Spa Contractor	CPC1459908
Big Gator Pools and Spas LLC	Kristin Riddle	239-770-8543	1749 NE 10th Ter Unit 6	Certified Pool/Spa Servicing Contractor	WC - EXEMPT	825229613

Inspections

Date	Inspection Type	Description	Scheduled Date	Completed Date	Inspector	Status
08/26/2024	Engineered Drainage Letter					Open

Plan Reviews

Date	Review Type	Description	Assigned To	Review Status
08/26/2024	Notice of Commencement		Andrew Garry	DONE
08/26/2024	Review Flood		Carl Thomas	RESUBMITTAL REQUIRED
08/26/2024	Review Res. Plan review		Joe Specht	REVIEWED FOR COMPLIANCE
08/26/2024	Review Zoning		Kendra Rosa	REVIEWED FOR COMPLIANCE
08/26/2024	Review Stormwater		James Warner	REVIEWED FOR COMPLIANCE
08/26/2024	Review Environmental		Chadd Chustz	REVIEWED W/CONDITIONS
08/26/2024	Review FMB Application		Kendra Rosa	DONE
08/26/2024	Elec. Sub Permit Req.	FAVAZZA ELECTRIC INC	Kendra Rosa	DONE

09/03/2024	Rejection Letter Sent	1st Flood Rejection Letter	Marilyn Silva	DONE

Fees

Fee	Description	Notes	Amount
FMB-Third Party Review Costs	Pass Through Fees from Tetra Tech Engineering		$292.50
		Total	**$292.50**

Payments

Date	Paid By	Description	Payment Type	Accepted By	Amount
09/03/2024	Kristin J Riddle	993655			$292.50
				Outstanding Balance	**$0.00**

Notes

Date	Note	Created By:
08/26/2024	FEES WAIVED PER MANAGEMENT	Kendra Rosa

Uploaded Files

Date	File Name
09/03/2024	22248238-Flood Rejection Letter 242333.pdf
08/26/2024	22146305-NOC.pdf
08/26/2024	22142238-e6a7f9c2a6758bbe26577846f02b5530_noc_21391_widgeon.pdf
08/26/2024	22141715-DRAIN24-338-01-DRAINAGE-R(ESIGN) (1).pdf
08/26/2024	22141711-Subcontractor form_Favazza Electric_Plaisted Pool_08222024.pdf
08/26/2024	22141709-Plaisted Pool Application Paperwork.pdf
08/26/2024	22141706-PLAISTED MOORE REV24-08-19 signed (1).pdf

VOSE LAW FIRM LLP
ATTORNEYS & COUNSELORS AT LAW

GRETCHEN R.H. ("BECKY") VOSE‡
WADE C. VOSE†
NANCY A. STUPARICH
PAUL R. WATERS
GARRETT M. OLSEN
STEPHANIE M. VELO
CHLOE E. BERRYMAN
MARIA RONDEL

†BOARD CERTIFIED IN CITY, COUNTY & LOCAL GOVERNMENT LAW

‡RATED AV PREEMINENT BY MARTINDALE-HUBBELL

November 19, 2024

VIA U.S. MAIL AND ELECTRONIC MAIL

Hartsell Ozery P.A.
Attn: Robert N. Hartsell
61 NE 1st Street, Suite C
Pompano Beach, FL 33060
robert@hartsellozery.com
shai@hartsellozery.com

RE: Updated Status of Building Permit #242333

Dear Mr. Hartsell,

As you may already know, our firm represents the Town of Fort Myers Beach ("Town"). I am contacting you regarding the updated status of the building permit #242333, associated with the property located at 21391 Widgeon Terrace, Fort Myers Beach, Florida 33931, owned by Todd Plaisted.

On November 15, 2024, our office provided you with a letter containing the Town's response to the Renewed Administrative Appeal of Building Permit #242333, dated September 30, 2024, indicating that the subject permit has not been issued and was pending due to the outstanding flood comment. Please note that, since the transmission of that letter, the Town's Building Official has issued permit #242333. Enclosed, you will find a screenshot of the building permit records.

Please advise us of the status of your appeal by contacting the Town Building Official or by calling our office at 407-645-3735 or sending me an email at mrondel@voselaw.com and cdarcy@voselaw.com.

Sincerely,

Maria Rondel, Esquire
Assistant Town Attorney

Cc: Robert B. Burandt, Esq. o/b/o Todd Plaisted
Joe Specht (jspecht@fmbgov.com); Sarah Propst (sarah.propst@fmbgov.com);
Frank Kropacek (fkropacek@fmbgov.com);
Becky Vose, Esq. (bvose@voselaw.com); Nancy Stuparich, Esq. (nstuparich@voselaw.com)

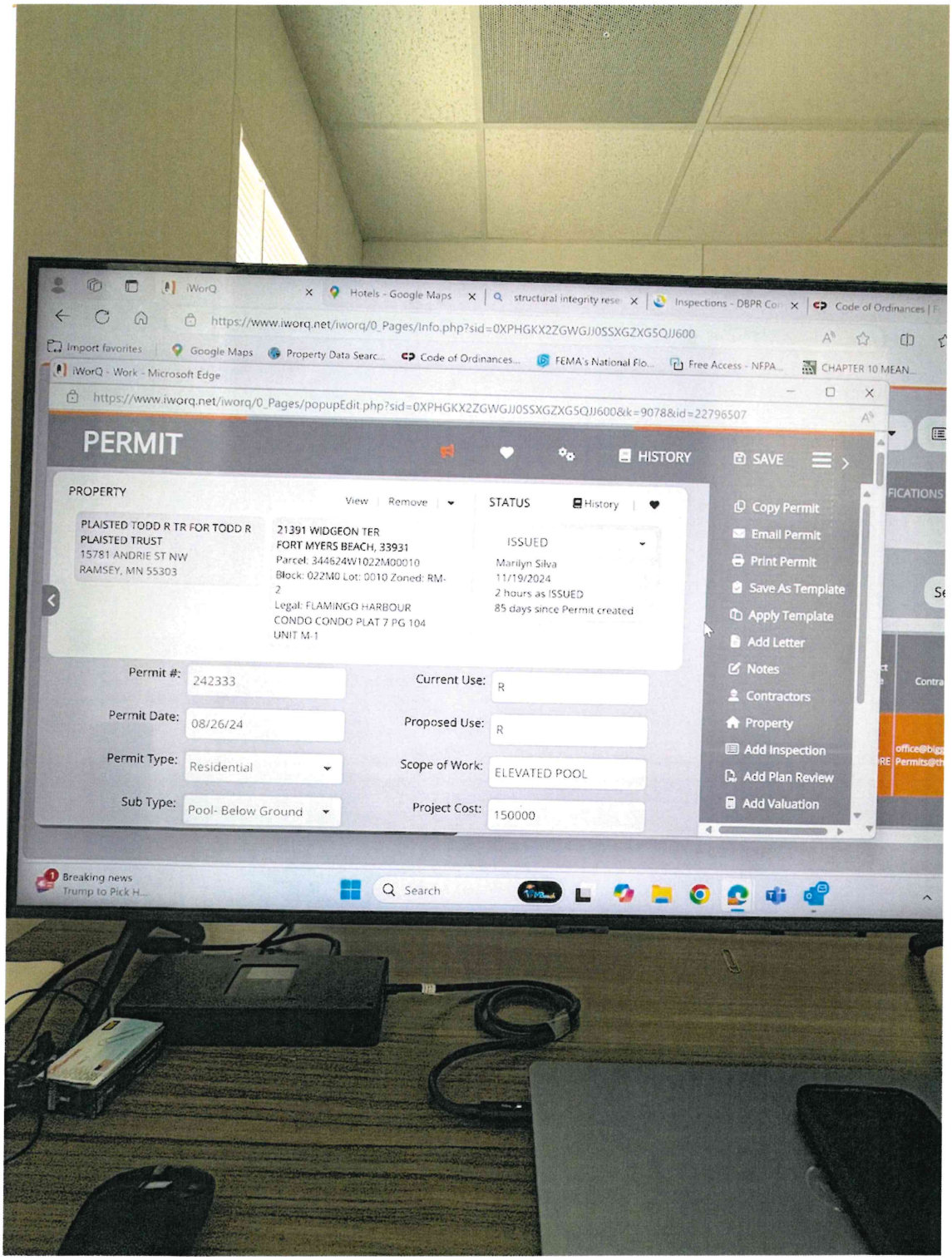

iWorQ
Hotels - Google Maps
https://www.iworq.net/iworq/0_Pages/Info.php?sid=0XPHGKX2ZGWGJJ0SSXGZXG5QJJ600
iWorQ - Work - Microsoft Edge
https://www.iworq.net/iworq/0_Pages/popupEdit.php?sid=0XPHGKX2ZGWGJJ0SSXGZXG5QJJ600&k=9078&id=22796507
PERMIT
HISTORY
SAVE
PROPERTY
View
Remove
STATUS
History
PLAISTED TODD R TR FOR TODD R
PLAISTED TRUST
15781 ANDRIE ST NW
RAMSEY, MN 55303
21391 WIDGEON TER
FORT MYERS BEACH, 33931
Parcel: 344624W1022M00010
Block: 022M0 Lot: 0010 Zoned: RM-2
Legal: FLAMINGO HARBOUR CONDO CONDO PLAT 7 PG 104 UNIT M-1
ISSUED
Marilyn Silva
11/19/2024
2 hours as ISSUED
85 days since Permit created
Copy Permit
Email Permit
Print Permit
Save As Template
Apply Template
Add Letter
Notes
Contractors
Property
Add Inspection
Add Plan Review
Add Valuation
Permit #: 242333
Permit Date: 08/26/24
Permit Type: Residential
Sub Type: Pool- Below Ground
Current Use: R
Proposed Use: R
Scope of Work: ELEVATED POOL
Project Cost: 150000
Search

EXHIBIT B

Reviewed for Compliance **Permit 243333**

Town of Fort Myers Beach
Building Department

2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239)765-0909

Approval Letter

BUILD RESPONSIBLY!
GO TO:
https://www.fortmyersbeachfl.gov/DocumentCenter/View/16329/BUILD-RESPONSIBLY

Date: 11/15/2024

Permit #: 242333

Address: 21391 Widgeon Ter.

Applicant: BIG GATOR POOLS AND SPAS

Scope of Work: ELEVATED POOL

Review Type	Reviewer	Review Status
Zoning Review	Kendra Rosa	Reviewed for Compliance
Flood Review	Carl Thomas	Approved w/ Conditions
Plan Review	Joe Specht	Reviewed for Compliance
Stormwater Review	James Warner	Reviewed for Compliance
Environmental Review	Chad Chutz	Reviewed w/ Conditions
Public Works Review		Not Required
Beach Water Review		Not Required

Permit Conditions:

Flood Conditions: APPROVED -W- CONDITIONS

-STRUCTURE MUST HAVE HYDROSTATIC RELIEF VALVES

*PLANS STATE POOL IS IN COMPLIANCE WITH SECTION FBC SECTION 3.2.2.4 (ANCHORED TO RESIST FLOOD LOADS) AND 322.3.3.1 (COMPLIANCE WITH ASCE 24-14 - FLOOD RESISTANT DESIGN)

Environmental Conditions: DO NOT CAUSE EROSION OR SEDIMENTATION INTO WATERWAYS
Install and maintain best management practices for erosion control and sedimentation throughout construction.
DO NOT DISCHARGE WATER INTO WATERWAYS OR THE BEACH
NOTICE: Under no circumstances shall any swimming pool or ground water be discharged either directly or indirectly onto the beach, or into canals, wetlands, or any other tidal waters. Discharge of pool water into waterways or the Environmentally Critical Zone may be considered an irreparable and irreversible violation of Florida Statutes and Town Code with a penalty of up to $5,000 per violation.
DO NOT DISCHARGE CHLORINATED POOL WATER.
Disposal of swimming pool water: Prior to disposing of any swimming pool water, chlorine and bromine levels must be reduced by not adding chlorine or bromine for a least five (5) days or until levels are below 0.1 mg per liter.
Dechlorinated pool water can be discharged into roadside swales to allow for percolation of the water into the ground without any runoff to canals, beaches, wetlands, other tidal waters, or onto adjoining properties.
PROTECT NATIVE TREES
Native Trees to be protected in accordance with the Tree Protection Code.

buildingpermits@fmbgov.com

Jobsite copy

Reviewed for Compliance

Permit 243333

Pool or Spa Application

Job Information:

Owner Name: TODD R PLAISTED Phone # 612-868-7699

Owner Email: TODD@PLAISTEDCOMPANIES.COM

Owner Mailing Address (if different): 15781 ANDRIE ST NW, RAMSEY, MN 55303

STRAP #: 34-46-24-W1-0022M0.0010

Job Address: 21391 WIDGEON TER Fort Myers Beach, FL 33931 Lee County

Contractor's Information:

Contractor Business Name: BIG GATOR POOLS & SPAS License #: CPC 1459908

Qualifiers Name: KRISTIN RIDDLE Email: PERMITS@THEBIGGATOR.COM

Phone# 239-770-8543 Address: 1749 NE 10TH TER, UNIT 6, CAPE CORAL, FL 33909

Scope of work: INSTALLATION OF NEW RESIDENTIAL POOL & STEM WALL

Estimated sqft: 546.92 Estimated cost value: 150,000 **if over $5000 a NOC is required*

Are you using Private Provider services for Plan Review? NO ■ YES ☐ Inspections? NO ■ YES ☐

Pool Safety Feature (Check One)

☐ Barrier ☒ Alarms ☐ Self- Closing Latching Doors

☐ Pool Cover ☐ Removable Ladder (for above ground pools with a wall height of 48'' or greater)

Pool/Spa Type: Fiberglass ☐ Masonry ■ Above Ground, *provide pool dimensions:* _____

House under Construction? ☐YES ■ NO

Retaining Wall ■YES ☐ NO

Pool Resurface ☐YES ☐ NO Pool Const. Drawings Mastered ☐ YES ■ NO

(Pool resurfacing) Provide a drawing of the pool showing the location of all the markings.

Pool Master#_____

PERMIT REQUIREMENTS TO BE SUBMITTED WITH APPLICATION- The following must be included with the application

An electronic set of digitally signed and sealed engineering plans

☐ Engineered plan & details for pool construction, and plumbing and equipment's TDH calculations

☐ One (1) Sealed Boundary Survey showing (**existing conditions**) Per LDC Sec. 34-639.(b)(5)

☐ One (1) site plan clearly showing:

Property dimensions

Pool/deck dimensions and setbacks

Footer details (if applicable)

Pool equipment location and setbacks

Proposed finished elevation above existing grade

Equipment overflow line

Silt Fence

■ One (1) Stormwater Pollution Protection Plan (SWPPP)

1) Site Plan

2) Narrative detailing best management practices (BMPs) as outlined by the State of Florida Erosion and Sediment Control Designer and Reviewer Manual. Manual Link: https://www.flrules.org/Gateway/reference.asp?No=Ref-04227

You may use a copy of your Boundary survey as a site plan however, you must block out the title block, seal, and any other information as you are not to "write or draw" on a sealed survey*

DRAINAGE REQUIREMENTS TO BE SUBMITTED WITH APPLICATION

☐ Impervious Surface Calculation Sheet: if impervious surface is less than 500 square feet

☐ One (1) Engineered drainage plan if 500 square feet of impervious is created

**Please note, an increase of impervious surface by 500 square feet or more, an as-built inspection shall be performed by the developers engineer or designated representative. The Engineer shall submit a signed and sealed letter of substantial compliance to the Director along with a final inspection request.

☐ Waiver of submittal requirements form- If there is no change or replacement of material and elevations are the same a Waiver of survey requirements can be submitted to the director.

Phone # (239) 765-0202
Buildingpermits@fmbgov.com

Jobsite copy

Rev 02/06/24
Guidelines subject to change without notice

App. No. 0008

Reviewed for Compliance

Permit 243333

NOTICE OF COMMENCEMENT

Permit No. _____
Tax Folio No. 10230971
State of FL
County of LEE

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available)
21391 WIDGEON TER, FMB, FL 33931; STRAP 34-46-24-W1-002M0.0010

2. **General description of improvement:**
INSTALLATION OF NEW RESIDENTIAL POOL & STEM WALL

3. **Owner information.**
Name TODD R. PLAISTED
Address 15781 ANDRIE ST NW, RAMSEY, MN 55303
Phone 612-868-7699 Fax _____
Interest in property OWNER
Name and address of fee simple titleholder (if other than Owner)

4. **Contractor**
Name BIG GATOR POOLS AND SPAS
Address 1749 NE 10TH TER, UNITE CAPE CORAL FL 33909
Phone 239-770-8543 Fax _____

5. **Surety**
Name _____
Address _____
Amount of bond: $ _____ Phone _____ Fax _____

6. **Lender:**
Name _____
Address _____
Phone _____ Fax _____

7. **Persons within the State of Florida designated by Owner** upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes
Name _____
Address _____
Phone _____ Fax _____

8. **In addition to himself or herself, Owner designates** the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes
Name _____
Address _____
Phone _____ Fax _____

9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT

Todd Plaisted — OWNER

(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager) (Signatory's Title/Office)

STATE OF Florida COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ___online notarization, this 22 day of August 2024, by Todd Plaisted ✓ who is personally known to me OR ___ who has produced _____ as identification.

Notary Public State of Florida
Barbara J Donner
My Commission HH 381045
Expires 2/12/2027

Barbara J Donner
Notary Public Signature

Town of Fort Myers Beach
2525 Estero Blvd Fort Myers Beach, FL 33931
Phone: 239 765-0202 Buildingpermits@fmbgov.com

Jobsite copy

Reviewed for Compliance

Permit 243333

Aquatics Drawings For:

Todd Plaisted & Kelly Moore

21391 WIDGEOM TERRACE
FT. MYERS BEACH, FL. 33921



Myriam L Murphy

Digitally signed by Myriam L Murphy
Date: 2024.08.19 16:44:53 -04'00'

DRAWING SCHEDULE

P-1	POOL& PIPING PLAN
P-2	SITE PLAN
P-3	ELEVATIONS
P-4	POOL DETAILS
P-5	SUB SHELL DETAIL
P-6	TDH WORKSHEETS
P-7	GENERAL NOTES & DETAILS

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED. SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE.

COVER SHEET
TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

Project
Date 2/15/23
Scale AS LISTED
P-0

Jobsite copy

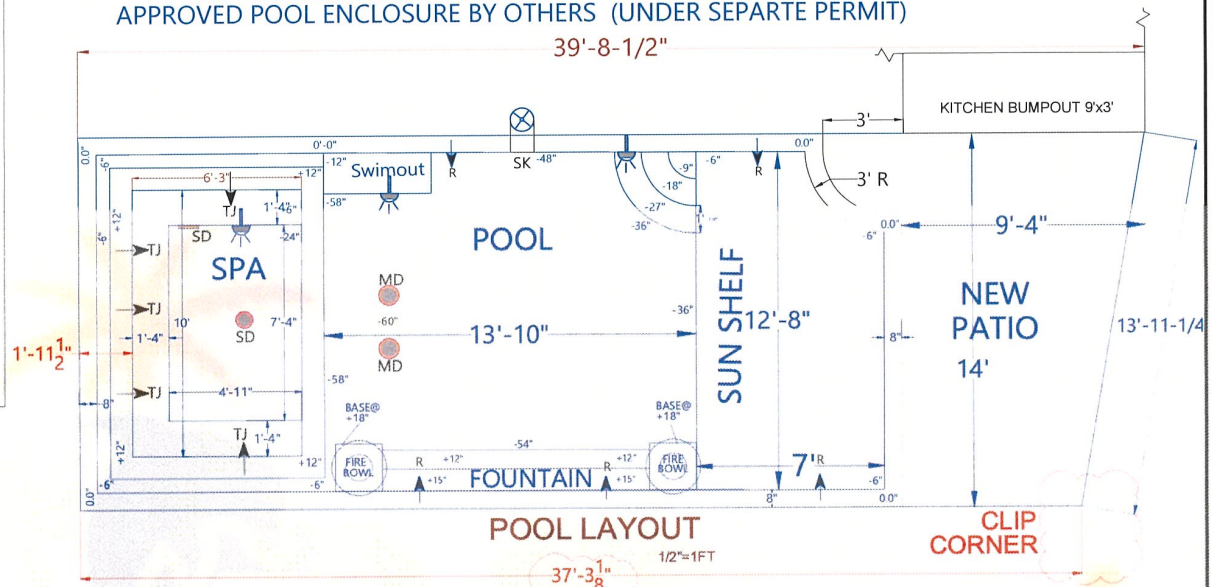
App. No. 0010

Reviewed for Compliance

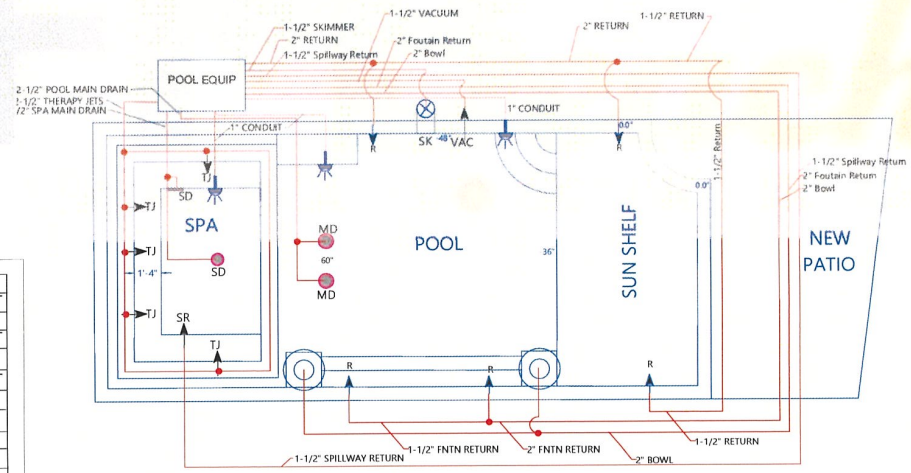
Permit 243333

LEGEND	
AF	AUTO FILL
BU	BUBBLER
CD	CONDUIT
DJ	DECK JET
FR	FLOOR RETURN
GD	GUTTER DRAINS
MD	POOL MAIN DRAIN
ND	NEG.EDGE MAIN DRAIN
R	RETURN
SD	SPA MAIN DRAIN
SK	SKIMMER
TJ	THERAPY JET
V	VACUUM

ALL WINDOWS & DOORS LEADING
TO POOL AREA SHALL BE ALARMED
APPROVED POOL ENCLOSURE BY OTHERS (UNDER SEPARTE PERMIT)



POOL LAYOUT
1/2"=1FT



PIPIING LAYOUT
3/8"=1FT

POOL DATA				
POOL SQ/FT	174.5	SQ/FT	52	LIN FT
POOL VOLUME	5,221.0	GAL.		
SUNSHELF SQ/FT	88.5	SQ/FT	39.5	LIN FT
SUNSHELF VOLUME	331	GAL.		
SPA SQ/FT	62.5	SQ/FT	32	LIN FT
SPA VOLUME	701	GAL.		
TOTAL SQ/FT	325.5	SQ/FT		
TOTAL VOLUME	6,253.0	GAL.		

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED
WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED. SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE

POOL & PIPING PLAN
TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

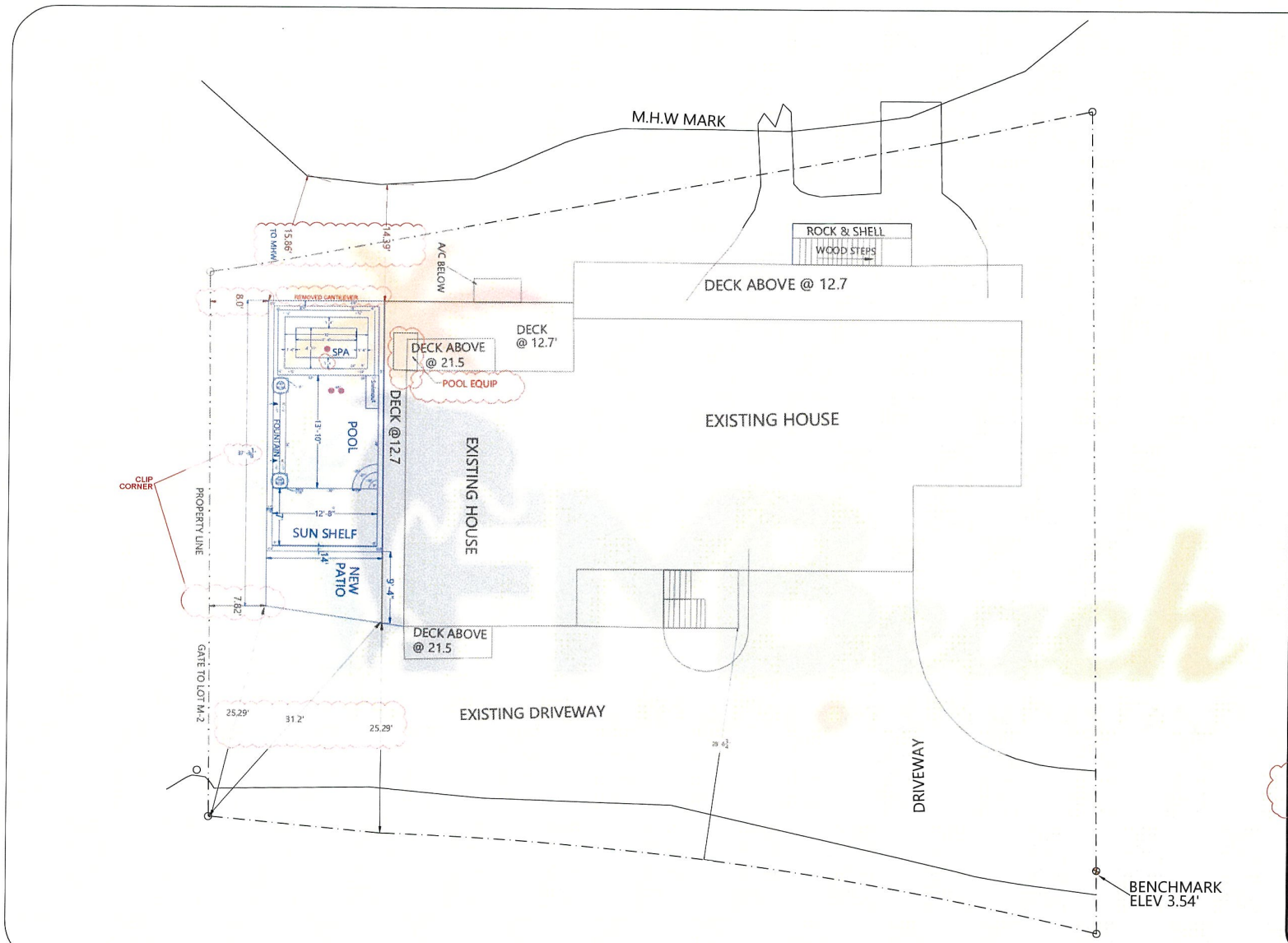
Project
Date 2/15/23
Scale AS LISTED
P-1

Jobsite copy

App. No. 0011

Reviewed for Compliance

Permit 243333



PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION
CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED. SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE,UNLESS NOTED OTHERWISE

SITE PLAN

TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

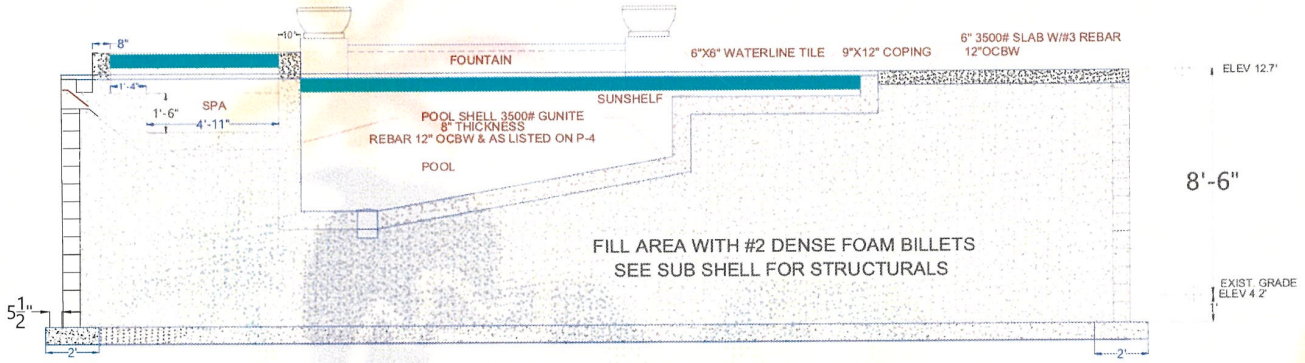
No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

Project
Date 1/25/23
Scale AS LISTED
P-2

Jobsite copy

Reviewed for Compliance

Permit 243333



POOL ELEVATION

1/2"=1FT

PLANS PREPARED BY:
DESIGNS BY ATO Z

DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE

POOL ELEVATION

TODD PLAISTED

21391 WIDGEOM TERRACE

FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

Project

Date 2/15/23

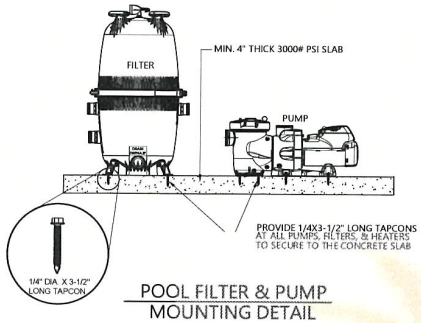
Scale AS LISTED

P-3

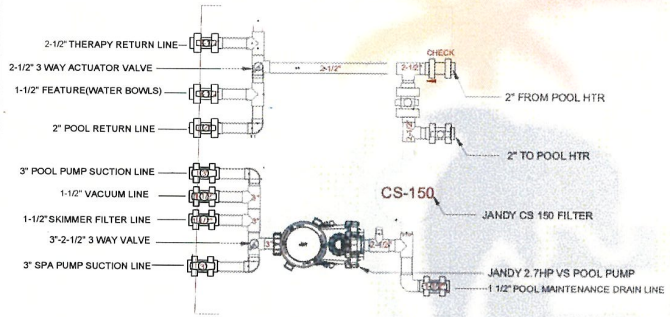
Jobsite copy

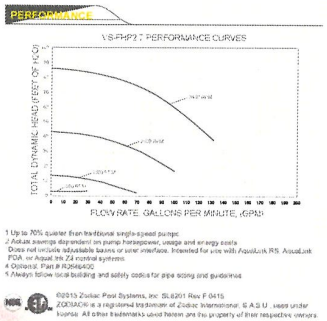
Reviewed for Compliance

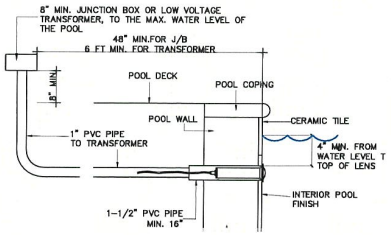
Permit 243333



POOL FILTER & PUMP MOUNTING DETAIL

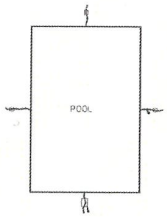






NICHELESS LIGHT DETAIL
NO SCALE

TO ALL POOL EQUIPMENT



NOTE: PROVIDE CONTINUOUS SINGLE # 8 COPPER BONDED IN FOUR POINTS(360°) AROUND POOL & SPA

NOTE: THIS DIAGRAM IS DIAGRAMIC ONLY AND IT COMPLY'S WITH N.E.C. 2017 ART 680.26 (B) & (C)

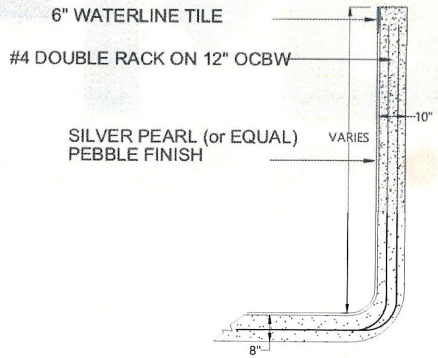
PROVIDE 4 #8 COPPER BONDING TAILS (ONE EACH SIDE) CLAMPED TO POOL WALL STEEL FOR DECK BONDING

BOND WIRE SHALL BE SECURED TO POOL STEEL WITH APPROVED CLAMP.

POOL BOND SCHEMATIC
NTS

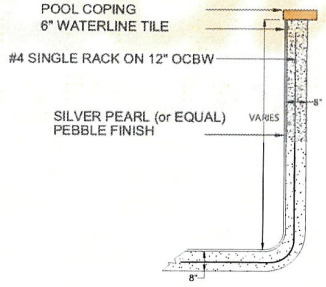
EQUIPMENT LIST

MARK	QTY	MFG	MODEL	DESCRIPTION
①	1	JANDY	VSPHP270DV2A	2.7 HP VARI SPEED POOL PUMP 115-230 1PH.
②	1	JANDY	CS150	150 SQ FT CART. FILTER (120 GPM)
③	1	HAYWARD	W-400	1-1/2" VAC LOCK SAFETY FITTING
④	4	CUSTOM MOLDED	25524-200-0000	2" FIP WALL FITTING
⑤	3	JANDY	JLU4C -12W -xxx	12V 12WATT RGBW NICHLESS LIGHT
⑥	1	HAYWARD	SP-1072S2	1-1/2"-2" SIDEWALL SKIMMER
⑦	5	WATERWAY	210-3400	2" X 1" THERAPY JETS
⑧	OPT	JANDY CHOOSE	JXI400	400 MBH GAS POOL HEATER Available in Natural or Propane
⑨	OPT	OR JANDY	JT 3000T	137 MBH POOL HEAT PUMP
⑩	OPT	JANDY	RSPS-*	MULTI CHANNEL SYSTEM CONTROLER
⑪	OPT	JANDY	IQ30A	WI-FI ATENNA
⑫	OPT	JANDY	6614LD	CONTROL PANEL W/BREAKERS
⑬	OPT	JANDY	7443	SPA SIDE REMOTE
⑭	OPT	CUSTOM MOLDED	SPG-56-5000	1" AUTOFILL (OT TYPE)



POOL-SPA.COMMON WALL DETAIL

SCALE: NTS



TYP.WALL DETAIL

SCALE: NTS

PLANS PREPARED BY: DESIGNS BY ATO Z

DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE.

POOL DETAILS

TODD PLAISTED

21391 WIDGEOM TERRACE

FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

Project

Date 2/15/23

Scale AS LISTED

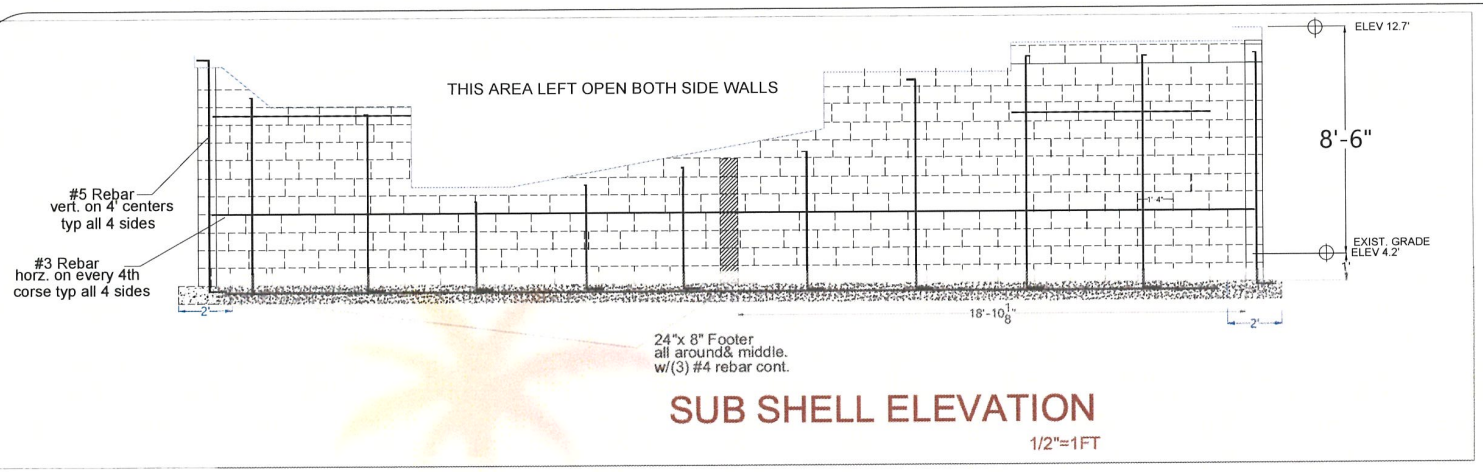
P-4

Jobsite copy

App. No. 0014

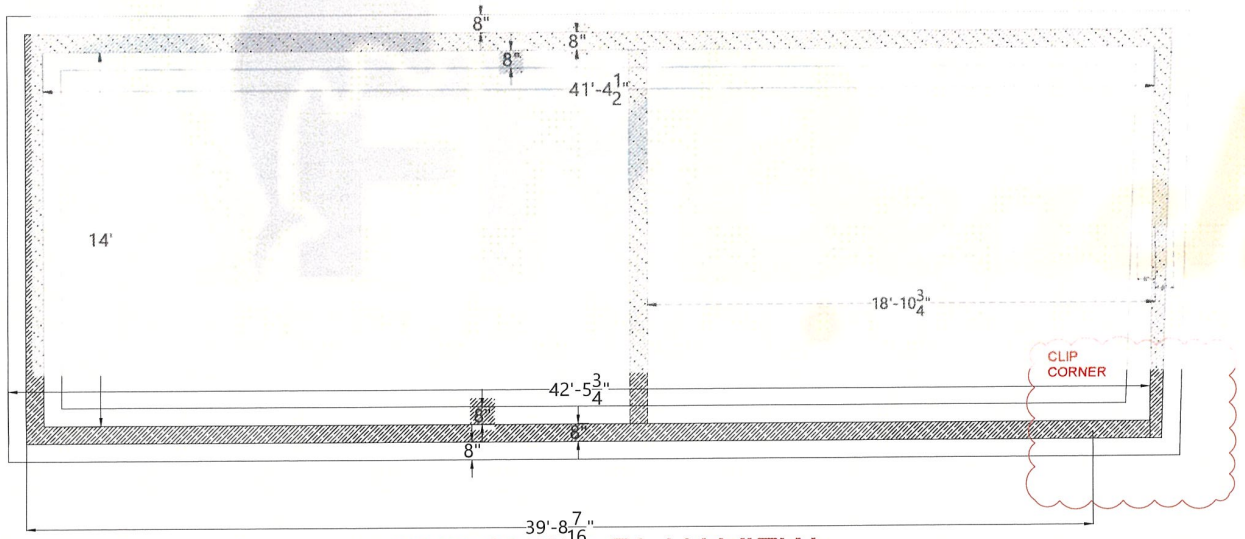
Reviewed for Compliance

Permit 243333



SUB SHELL ELEVATION

1/2"=1FT



SUB SHELL PLAN VIEW

1/2"=1FT

PLANS PREPARED BY:
DESIGNS BY ATO Z

DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED. SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE

SUB SHELL DETAILS

TODD PLAISTED

21391 WIDGEOM TERRACE

FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

Project

Date 2/15/23

Scale AS LISTED

P-5

Jobsite copy

App. No. 0015

Reviewed for Compliance

Permit 243333

SIMPLIFIED TOTAL DYNAMIC HEAD (TDH) CALCULATION WORKSHEET

POOL/SPA

Home Owner/ Property Name: PLAISTED-MOORE Date: 02/15/23 Job # :

Property Address: 21391 WIDGEOM TERRACE City/State/Zip: FT MYERS BEACH, FLORIDA 34921

"This form must be filled out for each pump on the above listed project"

DETERMINE MAXIMUM SYSTEM FLOW RATE:

1. Calculate Pool Volume: 263.8 SQ/FT X 2.827 ADV.DEPTH X 7.48 = 5,578 Volume gal/cu ft.

Determine 3 (min/hr. 180.00

3. Determine Max. Flow Rate: Gal 5,578.0 / 180.00 = 31.0 + 80 Feature 111.0 Total

4. Spa Jets: 7 X 12 gpm/jet = 84.0 Gallons Spa flow rate in Spa Mode

Gallons

(For single pump / spa combo, use higher of No. 3 or No. 4 in the following calculations for the pool and spa) pump / spa

Higther flow rate 111.0

DETERMINE PIPE SIZE & TDH:

Branch Piping to Be 3 velocity @ 6fps 138 gpm GPM Max Flow Rate 0.04

Trunk Piping to Be 2.5 velocity @ 8fps 117 gpm GPM Max Flow Rate 0.09

Return Piping to Be 2.5 velocity @ 10fps 146 gpm GPM Max Flow Rate 0.13

DETERMINE SIMPLIFIED TDH:

1. Friction Loss (In suction pipe) in: 3.0 per/ft 100gpm 0.07
2. Friction Loss (In return pipe) in: 2.0 per/ft 100gpm 0.16
3. Length of Suction Pipe (in Linear Feet) 100.0 X 0.07 = 7
4.. Length of Return\ Pipe (in Linear Feet) 100.0 X 0.16 = 16

TDH in piping: 23.0 (added 3 and 4 from above)
Filter Loss in TDH: 1.5 (from filter data sheet)
Heater loss is TDH: 10.0 (from heater data sheet)
Total All Other Loss: 11.0 (record additional loss items on "additional notes")
Total TDH: 45.5

FLOW AND FRICTION LOSSES PER FT. - SCH 40 PIPE						
Velocity - Feet Per Second						
Pipe Size	6 FT/S		8 FT/S		10 FT/S	
1"	16 gpm.	0.14	21 gpm.	0.23	26gpm.	0.35
1 1/2"	37 gpm.	0.08	50 gpm.	0.14	62 gpm.	0.24
2"	62 gpm.	0.06	82 gpm.	0.10	103 gpm.	0.16
2 1/2"	88 gpm.	0.05	117 gpm.	0.09	146 gpm.	0.13
3"	138 gpm.	0.04	181 gpm.	0.07	227 gpm.	0.10
4"	234 gpm.	0.03	313 gpm.	0.05	392 gpm.	0.07
5"	534 gpm.	0.02	712 gpm.	0.03	890 gpm.	0.05

SIMPLIFIED TOTAL DYNAMIC HEAD (TDH) CALCULATION WORKSHEET p2

POOL/SPA PUMP

	MAKE	MODEL	HP	
Pump Selection:	JANDY	VSFHP270AUT	2.7	Using pump curve for TDH and System Flow Rate

	MAKE	MODEL	MAX FLOW	REPL DATE
Main Drain Cover:	CUSTOM	25516-400	146	5 YRS

(System Flow Rate must not exceed approved cover flow rate)

NOTE: Minimum system flow based on min. flow per skimmer of 35 GPM

MAIN DRAIN PLUMBING METHOD USED:

X A. Dual outlets in parallel to one pump
B. Dual outlets in parallel to dual pumps in par
C. Parallel dual outlets to two pumps
D. Dual outlets on different planes
E. Three or more outlets in parallel symmetric
F. Three or more outlets in parallel eccentrically tapped piping
G. Three or more outlets in parallel looped piping
Single unblockable channel outlets to single pump. (Channel drain @316 gpm. Max flow rate)
I. Single unblockable channel outlets to two pumps. (Channel drain @217 w/2 ports & 278 gpm. w/3 ports){See Note 4)

NOTES:

If a variable speed pump is used, use the Max. pump flow calculations
For side wall drains, use appropriate side wall drain flaw as published by manufacturer.
Insert manufacturer's name and approved maximum flow.
See installation instructions for number of ports to be used
suction
Pump and Filtermake, model, and location can not change without submitting a revised plan TDH worksheet
Pump curve for pump specified shall be attached to these sheets.

ADDITIONAL NOTES:

ADDITIONAL ESTIMATING, HEAD LOSSES IN FITTINGS, 45'S AND TEES (INCLUDED)

Myriam Murphy
Engineer of Record
859-866-9620
Telephone No.
bobstaubach@gmail.com
E-Mail Address

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED. SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE,UNLESS NOTED OTHERWISE

TDH CALCULATIONS
TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

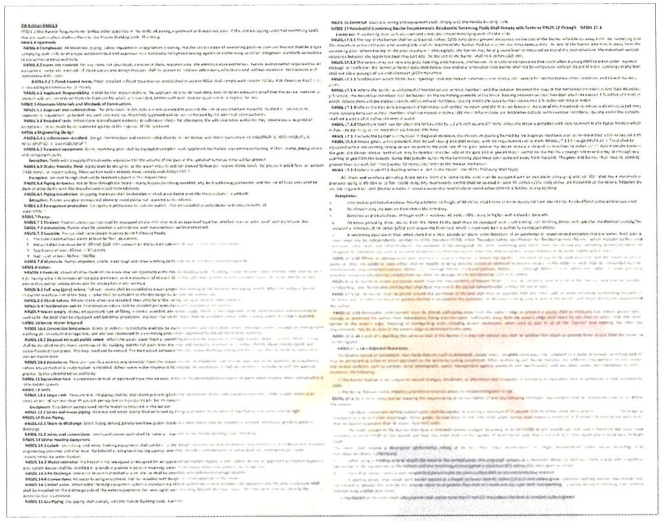
Project
Date 2/15/23
Scale AS LISTED
P-6

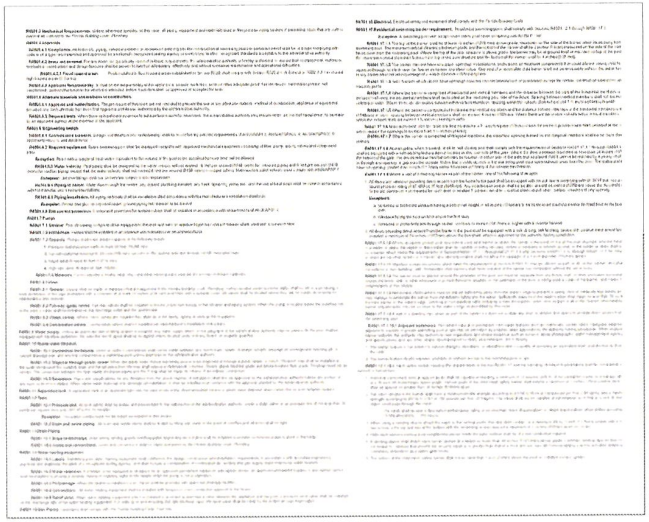
Jobsite copy

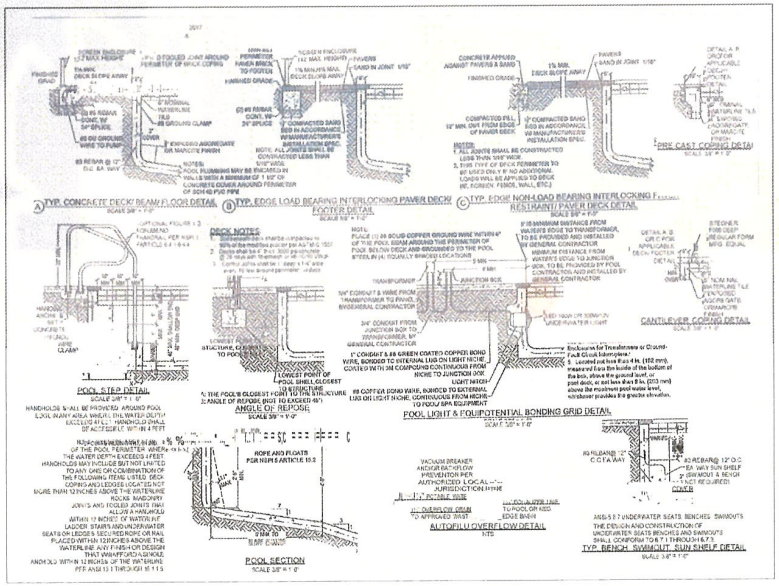
App. No. 0016

Reviewed for Compliance

Permit 243333







PLANS PREPARED BY:
DESIGNS BY ATO Z

DRAWN BY: RJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION
CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED. SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE

ADDITIONAL DETAILS

TODD PLAISTED

21391 WIDGEOM TERRACE

FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.	CLIP CORNER OF STRUCTURE	8/13/24

Project

Date 2/15/23

Scale AS LISTED

P-7

Jobsite copy

App. No. 0017

Reviewed for Compliance
Permit 243333

DETAILED SCOPE OF WORK WORKSHEET

(Information required with application. Use of this worksheet is optional.)

Provide a detailed description below of any and all work being proposed. Show work location (#1-13) on site plan.

1) PLEASE SEE DETAILED ENGINEERING DRAWINGS & SCOPE OF WORK FOR POOL, SPA AND WALL.

2)

3)

4)

5)

6)

7)

8)

9)

10)

11)

12)

13)

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbfl.com

Jobsite copy

App. No. 0018

Reviewed for Compliance

Qualifier Acknowledgement

Permit 243333

This page is required for ALL Building Permit Applications

ACKNOWLEDGEMENT OF TOWN OF FORT MYERS BEACH REGULATIONS BY THE QUALIFIER

NOTICE OF ADDITIONAL RESTRICTIONS: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that maybe found in the public records of this County, and there may be additional permits required from other governmental entities such as the Water Management District, State agencies, or Federal agencies. I acknowledge that any demolition or renovation of an existing structure must comply with Florida Statutes s. 469.003, Florida Building Code, and any other relevant regulations, including state and federal law. I understand that I am responsible for notifying the Department of Environmental Protection in advance of any intentions to remove asbestos, when applicable, in accordance with state and federal law.

WARNING OF WORK IN THE COUNTY RIGHT-OF-WAYS: This permit does not authorize construction or installation of any structure or utility, above or below ground, within any right of way or easement reserved for access, drainage or utility purposes. This restriction specifically prohibits fencing, sprinkler systems, landscaping other than sod, signs, water, sewer, cable and drainage work therein. If such improvements are necessary, a separate permit for that purpose must be obtained from the Building Department.

INSPECTIONS: This permit is void if the first inspection is not made within six (6) months from the date issued or if no inspection has been made for a period of six (6) months from the most recently passed inspection. The permit is void if the zoning classification is violated. Applicant agrees to comply with the sanitary regulations and understands that the proposed structure may not be used or occupied until an approved certificate of occupancy is issued. Applicant further understands that failure to obtain permit or misrepresentation of the improvements is a misdemeanor and upon conviction, applicant can be punished as provided by the law. Failure to comply with the mechanics lien law can result in the property owner paying twice for improvements

NOTICE OF CLEARING RESTRICTIONS: Issuance of a Demolition Permit for a structure does not authorize removal of vegetation beyond the footprint of the structure. A Demo Permit is not a clearing permit.

WORK IN THE SPECIAL FLOOD HAZARD AREA: Be advised that Substantial Damage/Substantial Improvement requirements will apply to structures located in the Special Flood Hazard Area with Finished Floor Elevations below the Base Flood Elevation.

CERTIFICATION: Application is hereby made to obtain a permit to do the work and installations as indicated. I, **THE QUALIFIER,** certify that I have not performed any work or installation prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. The permit or application fee may have additional fees imposed for failing to obtain permits prior to commencement of construction. The permit application or approved permit expires if work is not commenced within 180 days from the date of issuance. I, **THE QUALIFIER** understand that the structure cannot be used or occupied until a certificate of occupancy is issued. By signing this permit application, I, **THE QUALIFIER**, agree that I have been retained by the property owner to provide contracting services for the trade for which I am listed. Furthermore, it is my responsibility to notify the Building Plan Review and Inspection Division should I no longer be **THE QUALIFIER** responsible for providing said contracting services. I, **THE QUALIFIER** , agree that I understand the review and issuing of this permit does not exempt me from complying with all County Codes and Ordinances.

NOTICE OF COMMENCEMENT INFORMATION Per Florida Statutes 713.135 a Notice of Commencement (NOC) is required for construction of improvements totaling more than $2,500, with certain exceptions. For A/C Repairs or Replacements a notice of commencement is required for improvements more than or equal to $15,000. The applicant shall file with the issuing authority prior to the first inspection either a certified copy of the recorded NOC or a notarized statement that the NOC has been filed for recording, along with a copy thereof. In order to comply with the state requirement, permits will be placed in inspection hold until proof of the NOC is filed with the building permitting and inspection department. The issuing authority shall not perform or approve subsequent inspections until the applicant files by mail, facsimile, hand delivery, email or any other means such as certified copy with the issuing authority.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

Job Street Address: 21391 WIDGEON TER, FORT MYERS BEACH, FL 33931

I, Kristin Riddle (Qualifier), hereby certify that all answers to the questions in this registration and any supplementary information attached to and made part of this registration is honest and true.

Kristin Riddle
Typed or printed name of Qualifier

Kristin Riddle
Signature of Qualifier

STATE OF Oh **COUNTY OF** Wood

The foregoing instrument was certified and subscribed before me by means of X physical presence OR _____ online notarization, this 22nd day of August, 20 24, by Kristin Riddle, _____ who is personally known to me OR X who has produced drivers license as identification.

Melissa Malloy LaRocco
Notary Public Signature

MELISSA MALLOY LAROCCO
Notary Public
State of Ohio
My Comm. Expires
April 13, 2028

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765-0202
Buildingpermits@fmbgov.com

Jobsite copy

Reviewed for Compliance

Owner Acknowledgement

Permit 243333

This page is required for ALL Building Permit Applications

ACKNOWLEDGEMENT OF TOWN OF FORT MYERS BEACH REGULATIONS BY OWNER OR AUTHORIZED AGENT OF OWNER

OTICE OF ADDITIONAL RESTRICTIONS: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that maybe found in the ublic records of this County, and there may be additional permits required from other governmental entities such as the Water Management District, State agencies, or Federal gencies. I acknowledge that any demolition or renovation of an existing structure must comply with Florida Statutes s. 469.003, Florida Building Code, and any other relevant egulations, including state and federal law. I understand that I am responsible for notifying the Department of Environmental Protection in advance of any intentions to remove sbestos, when applicable, in accordance with state and federal law.

/ARNING OF WORK IN THE COUNTY RIGHT-OF-WAYS: This permit does not authorize construction or installation of any structure or utility, above or below ground, within any ght of way or easement reserved for access, drainage or utility purposes. This restriction specifically prohibits fencing, sprinkler systems, landscaping other than sod, signs, 'ater, sewer, cable and drainage work therein. If such improvements are necessary, a separate permit for that purpose must be obtained from the Building Department.

ESPECTIONS: This permit is void if the first inspection is not made within six (6) months from the date issued or if no inspection has been made for a period of six (6) months om the most recently passed inspection. The permit is void if the zoning classification is violated. Applicant agrees to comply with the sanitary regulations and understands tat the proposed structure may not be used or occupied until an approved certificate of occupancy is issued. Applicant further understands that failure to obtain permit or misrepresentation of the improvements is a misdemeanor and upon conviction, applicant can be punished as provided by the law. Failure to comply with the mechanics lien law an result in the property owner paying twice for improvements.

IOTICE OF CLEARING RESTRICTIONS: Issuance of a Demolition Permit for a structure does not authorize removal of vegetation beyond the footprint of the structure. A Demo ermit is not a clearing permit.

/ORK IN THE SPECIAL FLOOD HAZARD AREA: Be advised that Substantial Damage/Substantial Improvement requirements will apply to structures located in the Special Flood azard Area with Finished Floor Elevations below the Base Flood Elevation.

ERTIFICATION: Application is hereby made to obtain a permit to do the work and installations as indicated. I, **THE OWNER OR AUTHORIZED AGENT OF OWNER**, certify that I have ot performed any work or installation prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this isdiction. The permit or application fee may have additional fees imposed for failing to obtain permits prior to commencement of construction. The permit application or pproved permit expires if work is not commenced within 180 days from the date of issuance. I, **THE OWNER OR AUTHORIZED AGENT OF OWNER** understand that the structure annot be used or occupied until a certificate of occupancy is issued. By signing this permit application, I, **THE OWNER OR AUTHORIZED AGENT OF OWNER**, agree that I have been ntained by the property owner to provide contracting services for the trade for which I am listed. Furthermore, it is my responsibility to notify the Building Plan Review and nspection Division should I no longer be **THE OWNER OR AUTHORIZED AGENT OF OWNER** responsible for providing said contracting services. I, **THE OWNER OR AUTHORIZED GENT OF OWNER**, agree that I understand the review and issuing of this permit does not exempt me from complying with all State and local County Codes and Ordinances.

IOTICE OF COMMENCEMENT INFORMATION Per Florida Statutes 713.135 a Notice of Commencement (NOC) is required for construction of improvements totaling more than 2,500, with certain exceptions. For A/C Repairs or Replacements a notice of commencement is required for improvements more than or equal to $15,000. The applicant shall file ith the issuing authority prior to the first inspection either a certified copy of the recorded NOC or a notarized statement that the NOC has been filed for recording, along with a opy thereof. In order to comply with the state requirement, permits will be placed in inspection hold until proof of the NOC is filed with the building permitting and inspection epartment. The issuing authority shall not perform or approve subsequent inspections until the applicant files by mail, facsimile, hand delivery, email or any other means such as ertified copy with the issuing authority.

VARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR 'ROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO)BTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

ob Street Address: 21391 WIDGEON TER. FORT MYERS BEACH, FL 33931

Signature of Property Owner

TODD PLAISTED

Typed or printed name of Property Owner

STATE OF Florida COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ____ online notarization, this 22 day of August, 2024, by Todd Plaisted

✓ who is personally known to me OR ____ who has produced _____ as identification.

Barbara J. Donner

Notary Public Signature

Notary Public State of Florida
Barbara J Donner
My Commission HH 361045
Expires 2/12/2027

If An Owner Agent is Being Named, Please complete below

I, _____ (Property Owner), hereby certify that _____ is my authorized AUTHORIZED AGENT/representative of the property described herein. All answers to the questions in this registration and any supplementary information attached to and made part of this registration is honest and true.

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

Jobsite copy

App. No. 0020

POOL ENCLOSURE AFFIDAVIT

This is to certify that I am applying for a Pool and Deck permit. The enclosure will be a separate permit. However, I understand in accordance with the Zoning Regulations of the Town of Fort Myers Beach Land Development Code, A PERMANENT ENCLOSURE MUST BE IN PLACE AND AN ENCLOSURE PERMIT POSTED PRIOR TO A FINAL INSPECTION AND CERTIFICATE OF COMPLIANCE BEING ISSUED FOR MY PERMIT.

Contractor/ Owner Name: BIG GATOR POOLS & SPAS / KRISTIN RIDDLE
Project Address: 2391 WIDGEON TER, FORT MYERS BEACH, FL 33931
Reference/ Building Permit: _____

Residential Pools, Spas, or Water Features in Coastal High Hazard Areas (V Zones)

Pools, spas, or water features located within the areas of special flood hazard are designated as coastal high- hazard areas or **"V" Zones**. These areas have special flood hazards associated with wave wash and scour; therefore, the following additional provisions apply:
FBC R 322.3.3.1 (2017) Pools in Coastal High Hazard areas shall be designed and constructed in conformance with ASCE 24.

The Design Professional must certify that the pool, spa, or water feature including **deck and foundation, either at-grade or elevated,** has been designed and site located to assure that:

- It will not be subject to breaking up or floating out of the ground
- It will not increase wave or debris impact forces during the storm surge water forces of a coastal flood
- It will not increase the damage potential or jeopardize the integrity to the foundation and elevated portion of any nearby.

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

Jobsite copy

Reviewed for Compliance

Permit 243333

Pool or Spa Application

RESIDENTIAL SWIMMING POOL SPA AND HOT TUB SAFETY ACT
REQUIREMENT

PERMIT# _____

ADDRESS: 21391 WIDGEON TER, FORT MYERS BEACH, FL 33931

I, KRISTIN RIDDLE, License # CPC 1459908
(Please print contractor's Name)

Hereby affirm that one of the following methods will be used to meet the requirements of Chapter 515, Florida Statutes:

☐ The pool will be isolated from access to the home by an enclosure that meets the pool barrier requirements of Florida Statute, Section 515.29.

☐ The pool will be equipped with an approved safety pool cover that complies with ASTM F1346-91 (Standard Performance Specifications for Safety Covers for Swimming Pools, Spas, and Hot Tubs).

☐ All doors and windows providing direct access from the home to the pool will be equipped with an exit alarm that has a minimum sound pressure rating of 85 decibels at 10 feet; ALL ALARMS MUST BE PERMANENTLY ATTACHED (BY BEING SCREWED IN) TO ALL WINDOWS AND DOORS LEADING TO POOL AREA.

☐ All doors providing direct access from the home to the pool will be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54" above the floor or deck.

☒ A swimming pool alarm that, when placed in a pool, sounds an alarm upon detection of an accidental or unauthorized entrance into the water. Such pool alarm must meet and be independently certified to ASTM Standard F2208, titled "Standard Safety Specification for Residential Pool Alarms." Which includes surface motion, pressure, sonar, laser, and infrared alarms.

********** IN ADDITION **********

I understand that a barrier must be placed around the perimeter of the pool and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, is being used as part of the barrier, and meets the barrier requirements of this section. I also understand that not having one of the above installed at time of final inspection will constitute a violation of Chapter 515 F.S.

I understand that not having one of the above installed before filling the pool with water, will constitute a violation of Chapter 515 F.S

Kristin Riddle
Contractor's Signature

Owner's Signature

KRISTIN RIDDLE
Contractor's Name (Please Print)

TODD PLAISTED
Owner's Name (Please Print)

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

Jobsite copy

App. No. 0022

Reviewed for Compliance

Pool or Spa Application

Permit 243333

Regulations and information

1. Town of Fort Myers Beach is regulated by the Florida Building Code 8th Edition (2023). For more information about the code or to purchase the code, visit www.floridabuilding.org.
2. To be an owner builder you must maintain the home as your primary residence for a minimum of one year after CO. You must be present for the permitting process, the construction process, the inspection process, and at CO.

a. Properties in a corporation, trust, or LLC cannot submit owner builder permits.

3. A Florida certified design professional must sign and seal all plans for structural components.
4. If this site is located in a Coastal High Hazard Area, (V-Zone) the entire pool and pool shell must meet the required Design Flood Elevation. All Pools are considered accessory structures and may not be attached to the primary structure.
5. If the pool is seaward of the CCCL, a DEP permit must accompany your plans.
6. Plans for structural components must be designed, signed and sealed by a Florida State Certified Design Professional.
7. If removing protected trees or vegetation, it is required to submit a vegetation permit application.
8. Pool discharge may not be directed toward any natural waterbody or canal.
9. Spot Survey is required within 10 days after the approved slab inspection, As-built Survey before CO.
10. It is the contractor's responsibility to contact the Building Department when all final inspections are complete and obtain a Certificate of Occupancy or a Certificate of Completion.
11. **Sec. 32-109. - Pool areas.**

a) **Lighting of pool decks, pool facilities, swimming pools, and spas** shall be long wavelength, downward directed, full cutoff, fully shielded and mounted as close to the ground or finished floor surface as possible to achieve the required footcandles.

b) **Lighting of the pool water surfaces, and the pool wet deck** surfaces shall comply with the minimum light levels set forth in applicable federal and state laws designed to protect public safety.

c) **Above-water lighting of pool decks, pool facilities, swimming pools, and spas** shall otherwise adhere to the applicable requirements for acceptable light fixtures set forth herein.

d) **Underwater lighting of pools or spa** light shall:

1. Be mounted horizontally in the wall,
2. Not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach, and
3. Shall comply with **minimum light levels** set forth in applicable federal and state laws designed to protect public safety.

12. **Stormwater Pollution Protection Plan (SWPPP) Information**
Due to the nature of excavation and dewatering activities proposed, the Town recommends Pool Contractors submit a Stormwater Pollution Protection Plan (SWPPP) to mitigate erosion of sediment into the Town's stormwater system and surrounding surface waters. The SWPPP shall comply with all applicable Federal, State, and Town regulations.

IN-GROUND INSPECTIONS REQUIRED:

***Notice of Commencement –** a recorded document to submitted to the Building Dept/ need on job site before first inspection.

142- SWP3- Silt Fence-Silt Fence shall be installed prior to construction

101-Foundation/ Stem Wall- Wall /Pile caps if applicable

108-Shell Steel- Structural, including main drain

109-Pool Deck- Structural

304- Shell Bonding- Electrical Bonding of Pool Steel

304- Deck Bonding - Electrical Bonding of Pool Deck

305- Pool Safety- Final electric and barrier code inspection shall be completed prior to filling the pool with water

751- As-Built Survey to be submitted to the Town of Fort Myers Beach (required per Ordinance 20-15 Sec. 34-639)

****If your pool is elevated, you will need to submit a **Structure As-Built/ Height verification survey**-This is to verify the structural height of the building measuring from slab to the tallest horizontal member****

Phone # (239) 765 -0202
Building@fmbeachfl.com

Jobsite copy

Rev 02/06/24
Guidelines subject to change without notice.

App. No. 0023

Reviewed for Compliance

Permit 243333

Impervious Surface Calculation Sheet

This calculations sheet is a necessary attachment for all of the Town of Fort Myers Beach building permit applications that involve a change to a properties impervious surfaces. In order to assure compliance with this limit to impervious surfaces in the LDC, an accurate calculation of the amount of impervious surface coverage is needed. A short definition of impervious surface is "any hard surface that prevents or restricts the flow of water into the soil". Examples of imperious surfaces include rooftops, sidewalks, parking lots, patios, pools, roads or any driveway made of asphalt, concrete, gravel or paver blocks. Please complete the following information:

Site Address: 21391 WIDGEON TER **Permit #:** _____

Lot Dimensions: _____ **Total Lot Area (Multiply length x width of Lot):** 9540.96

Use the following Table to Calculate Total Impervious Surface Area, (proposed and existing) attach additional sheet if necessary.

Impervious Surface Item	Proposed	Existing	Dimensions	Area (Ft2)
Single Family/Duplex	☐	☑		2205
Addition	☐	☐		
Accessory Building	☐	☐		
Driveway (calculations based site improvements, exclude ROW)	☐	☑		2320
Patio, Deck, Porches (include curbing and any gravel/shell, compacted surfaced areas) Sidewalks or Walkways (include pavers) (Exclude landscape beds)	☐ ☐	☐ ☐		961.63
Recreational Area (basketball court, tennis court, pools, etc.)	☑	☐		546.92
Other	☐	☐		

Impervious Calculation: 6033.55 **Total sq.ft. of impervious surface/** 9540.96 **sq ft. Total Lot Area=** .6324 **(must be less than .67)**

I verify that the above information is true and accurate to the best of my knowledge and that I have included all existing or proposed impervious surfaces. I understand that providing incorrect information may result in the need to remove impervious surfaces if it is discovered that the maximum coverage has been exceeded or creates an impact to surrounding properties.

Kristin Riddle
Signature of Applicant

KRISTIN RIDDLE
Printed Name of Applicant

8/22/24
Date

Jobsite copy

App. No. 0024

Reviewed for Compliance **Permit 243333**

Town of Fort Myers Beach

Stormwater Pollution Protection Plan

(To be submitted with application.)

Permit No: _____
Strap #: 34-46-24-W1-002M0.0010
Job Site Address: 21391 WIDGEON TER, FORT MYERS BEACH, FL 33931
Project Description: NEW RESIDENTIAL POOL & STEM WALL
Site Contact Name: DARELL SIZEMORE
Title: OWNER
Phone #: 239-770-8543
Email: PERMITS@THEBIGGATOR.COM
Size of construction parcel(sqft): 9540.96
Amount of proposed developed area(sqft): 546.92

Identification of additional water or wetlands:

☐ Gulf ☒ Bay ☐ Canal ☐ Beach ☐ Other(please specify)_____

Identification of where the discharge is going:

☐ Catch basin ☐ Canal ☒ Swale or ditch ☐ Other (please specify)_____

Types of Stormwater and De-watering Erosion controls:

☒ Silt Screens ☐ Hay bales ☐ Berms ☐ Sediment Box ☐ Turbidity Booms/Screens
☐ Other (please specify) _____

**If using a Silt fence, it must be trenched to a depth of 8" below the ground surface.*

Provide a sketch including the following:

1)Silt fence location.
2)Locations of discharge from the site.
3)Narrative detailing best management practices (BMPs) as outlined by the State of Florida Erosion and SedimentControl Designer and Reviewer Manual. Manual Link: https://www.flrules.org/Gateway/reference.asp?No=Ref

Contractor shall contact the Building Department @ inspections@fmbgov.com to request an inspection once the silt fence (or erosion control) is installed.

Stormwater Pollution Protection Plan (SWPPP) Information

Due to the nature of excavation and dewatering activities proposed, the Town recommends Pool Contractors submit a Stormwater Pollution Protection Plan (SWPPP) to mitigate erosion of sediment into the Town's Stormwater system and surrounding surface waters. The SWPPP shall comply with all applicable Federal, State, and Town regulations

Jobsite copy

Reviewed for Compliance

Permit 243333

Town of Fort Myers Beach

Stormwater Pollution Protection Plan

(To be submitted with application.)

- SITE SKETCH -

SEE ATTACHED DRAINAGE PLAN

Jobsite copy

App. No. 0026

Reviewed for Compliance **Permit 243333**

SUB-CONTRACTOR CONFIRMATION FORM

Permit # _____ Primary Contractor: BIG GATOR POOLS & SPAS

Job Site Address: 21391 WIDGEON TER, FORT MYERS FL 33931

The qualifier of each sub-trade (electric, plumbing, mechanical, roofing) performing work under a general contractor must complete this form and email to inspections@fmbgov.com.

Sub- Contractors Information:

Company Name: FAVAZZA ELECTRIC INC

Qualifier Name: VINCENT FAVAZZA

Address: 1320 SE 2ND TER, CAPE CORAL, FL 33990

License #: EC 13013506

Phone and email: 239-789-6026; FAVAZZAELECTRIC@GMAIL.COM

Qualifier's Affidavit:

KNOW ALL MEN that I VINCENT FAVAZZA do hereby certify that my company is responsible for the (choose one)

✓ Electric ○ Mechanical ○ Plumbing ○ Roofing, on the above-mentioned permit.

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

I, VINCENT FAVAZZA (Qualifier), hereby certify that all answers to the questions in this registration and any supplementary information attached to and made part of this registration is honest and true.

_____
Signature of Qualifier

VINCENT FAVAZZA
Typed or printed name of Qualifier

STATE OF FL **COUNTY OF** Lee

The foregoing instrument was certified and subscribed before me by means of ____ physical presence OR ✓ online notarization, this 22nd day of August 2024, by Vincent Favazza ✓ who is personally known to me OR ____ who has produced _____ as identification.

Michelle Irene Waterman
Notary Public Signature

(SEAL)

Michelle Irene Waterman
Comm.: HH 424722
Expires: Jul. 23, 2027
Notary Public - State of Florida

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202 inspections@fmbgov.com

02/06/24

Jobsite copy

Kevin C. Karnes, Lee County Clerk of Circuit Court
INSTR. # 2023000206388, Doc Type NOC, Pages 1, Recorded 6/13/2023 at 10:33 AM, Deputy Clerk SSTILIS ERECORD
Rec Fees: $10.00

Reviewed for Compliance

Permit 243333

NOTICE OF COMMENCEMENT

Permit No. _____
Tax Folio No. 10230971
State of FL
County of LEE

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property**: (legal description of property and street address if available).
21391 WIDGEON TER, FORT MYERS BEACH, FL 33931; STRAP: 34-46-24-W1-022M0.0010; FLAMINGO HARBOUR CONDO CONDO PLAT 7 PG 104 UNIT M-1

2. **General description of improvement**:
INSTALLATION OF NEW RESIDENTIAL POOL AND STEM WALL

3. **Owner information**:
Name TODD R PLAISTED
Address 15781 ANDRIE ST NW, RAMSEYY, MN 55303
Phone 62-868-7699 Fax _____
Interest in property OWNER
Name and address of fee simple titleholder (if other than Owner)

4. **Contractor**:
Name BIG GATOR POOLS AND SPAS
Address 1749 NE 10TH TER, UNIT 6, CAPE CORAL, FL 33909
Phone 239-770-8543 Fax _____

5. **Surety**:
Name _____
Address _____
Amount of bond: $ _____ Phone _____ Fax _____

6. **Lender**:
Name _____
Address _____
Phone _____ Fax _____

7. **Persons within the State of Florida designated by Owner** upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:
Name _____
Address _____
Phone _____ Fax _____

8. **In addition to himself or herself, Owner designates** the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.
Name _____
Address _____
Phone _____ Fax _____

9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY, A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Todd Plaisted — owner

(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Office/Director/Partner/Manager) (Signatory's Title/Office)

STATE OF Minnesota COUNTY OF Sherburne

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ___ online notarization, this 23rd day of May, 2023 by Todd Plaisted, ___ who is personally known to me OR ✓ who has produced _____ as identification.

Michelle Sue Nilson
Notary Public
Minnesota
My Commission Expires January 31, 2024

Notary Public Signature

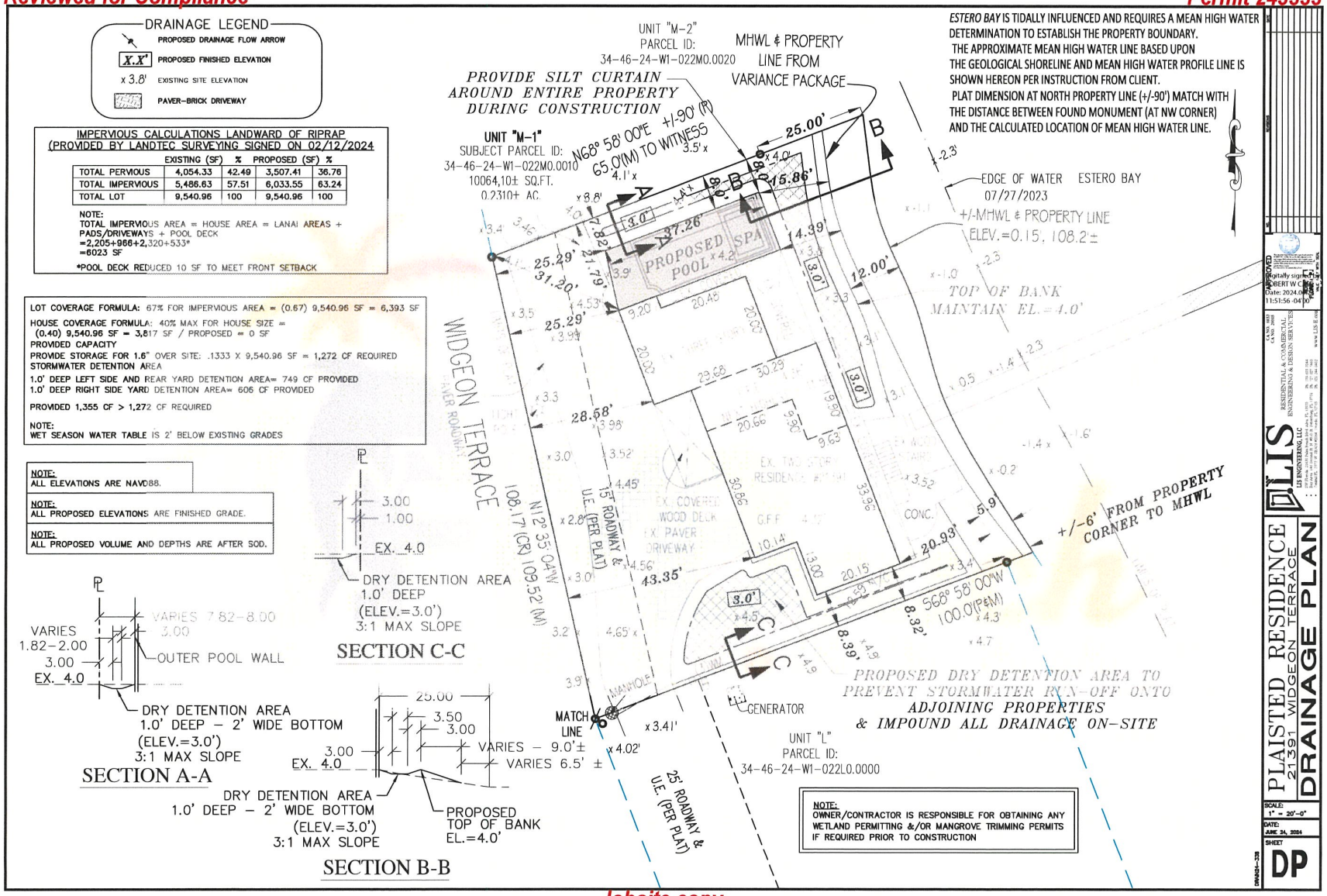
Town of Fort Myers Beach
2525 Estero Blvd, Fort Myers Beach, FL 33931
Phone 239-765-0202, building@fmbeachfl.gov.com

Jobsite copy

App. No. 0028

Reviewed for Compliance

Permit 243333



Jobsite copy

App. No. 0029

EXHIBIT C

12123227

THIS INSTRUMENT PREPARED BY:
RICHARD D. DeBOEST
ATTORNEY AT LAW
P. O. BOX 1451
FORT MYERS, FLORIDA 33902

DECLARATION OF CONDOMINIUM

OF

OFF REC 1357 PG 1089

FLAMINGO HARBOUR CONDOMINIUM

Flamingo Bayou, Inc., a Florida corporation, herein called "developer" on behalf of itself, its sucessors, grantees and assigns, to its grantees and assigns and their heirs, successors and assigns hereby make this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The lands located in Lee County, Florida, owned by Developer and described in attached Exhibit "D", are submitted to the condominium form of ownership.

2. NAME AND SCOPE - The name of the condominium is FLAMINGO HARBOUR CONDOMINIUM, and will consist of 13 residential units consisting of land only (a Land Condominium).

3. NAME - ASSOCIATION - The name of the condominium association is FLAMINGO HARBOUR CONDOMINIUM ASSOCIATION, INC. This association shall be incorporated as a non-profit Florida corporation.

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:

A. UNIT - A part of the condominium property which is subject to exclusive ownership.

B. UNIT OWNER - The owner of a Condominium parcel.

C. UNIT NUMBER - The letter, number, or combination thereof which is designated upon the surveyor plans, and which is used as the identification of a unit.

D. ASSESSMENT - Means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

E. ASSOCIATION - The corporation responsible for the operation of the condominium.

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P. A.
ATTORNEYS AT LAW
P. O. BOX 1450
COLLIER ARCADE
FORT MYERS, FLORIDA

RECORD VERIFIED - SAL CERACI CLERK
BY G WORKMAN D.C.

F. BOARD OF ADMINISTRATION - means the Board of Directors responsible for administration of the association.

G. COMMON ELEMENTS - The portions of the condominium property not included in the units as defined in Florida Statute 718.108, including:

(.1) Those portions of the land that do not constitute the units.

(.2) Improvements which are not included within the units.

(.3) Easements.

(.4) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water and sewer.

(.5) Personal property - tangible personal property may be purchased, sold, leased, replaced and otherwise dealt with by the association, through its Board of Directors, on behalf of the members of the association, without the necessity of any joinder by the members.

H. LIMITED COMMON ELEMENTS - means and includes those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

I. COMMON EXPENSES - All expenses and assessments properly incurred by the association for the condominium.

J. COMMON SURPLUS - means the excess of all receipts of the association including but not limited to assessments, rents, profits and revenues on account of the common elements over the amount of the common expenses.

K. PERSON - means an individual, corporation, trustee, or other legal entity capable of holding title to real property.

L. SINGULAR, PLURAL, GENDER - Whenever the context so permits, the use of the plural shall include the singular, the plural, and use of any gender shall be deemed to include all genders.

ALLEN, KNUDSEN, SWARTZ, DEBOEST, RHOADS & EDWARDS, P.A.
ATTORNEYS AT LAW
P. O. BOX 1460
COLLIER ARCADE
FORT MYERS, FLORIDA

App. No. 0031
Page 836 of 1221

M. CONDOMINIUM DOCUMENTS - means the declaration and its attached exhibits, which set forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the declaration.

N. CONDOMINIUM PARCEL - means a unit together with the undivided share in the common elements which is appurtenant to the unit.

O. CONDOMINIUM PROPERTY - means the lands and personal property subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

P. OPERATION - means and includes the administration and management of the condominium property.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. REAL PROPERTY - Each unit (which is the parcel of land graphically depicted and numbered on the surveyor plans), all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of the Condominium Documents and applicable laws.

B. BOUNDARIES - Since the unit has been defined herein as land, the only boundary each unit shall have is its perimeter boundary as shown on the surveyor plans.

C. EXCLUSIVE USE - Each unit owner shall have the exclusive use of his unit, subject to easements.

D. APPURTENANCES - The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P. A.
ATTORNEYS AT LAW
P. O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA

App. No. 0032
Page 837 of 1221

(.1) COMMON ELEMENTS - an undivided share of the common elements as defined in Chapter 718.108, Florida Statutes.

(.2) ASSOCIATION MEMBERSHIP and an undivided share in the common surplus and property, real and personal, held by the association.

E. EASEMENTS - The following non-exclusive easements are hereby granted from the Developer to each unit owner, to the association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services are hereby granted and created:

(.1) INGRESS AND EGRESS - Easement as shown on the plot plan for ingress and egress, to units and public ways.

(.2) MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

(.3) UTILITIES - Easement as shown on the plot plan for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

(.4) Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the condominium property.

G. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

(.1) BY THE ASSOCIATION - The association shall maintain, repair, and replace at the association's expense:

(i) The roads and all other common elements;

(ii) Provided that if the maintenance and repair and replacement of any of the above shall be made necessary because of the negligence, act or omission of a unit

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P. A.
ATTORNEYS AT LAW
P. O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA

App. No. 0033
Page 838 of 1221

owner, his family, lessees, invitees and guests, in that event the work shall be done by the association at the expense of the unit owner; and the cost shall be secured as an assessment.

(iii) All incidental damage caused to a unit by work done or ordered by the association shall be promptly repaired by and at the expense of the association.

(.2) BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

(i) To maintain, repair and replace at his expense, all portions of the unit and improvements placed upon the unit by or at the order of the owner except the portions to be maintained, repaired and replaced by the association.

H. ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by the association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the common elements, or impair any easements.

J. COMMON ELEMENTS -

(.1) The common elements shall be owned by the unit owners in such undivided shares as are set forth in Exhibit "D".

(.2) No action for partition of the common elements shall lie.

(.3) The maintenance and operation of the common elements shall be the responsibility of the association which shall not, however, prohibit management contracts.

(.4) Each unit owner and the association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

(.5) Enlargement or material alteration of or substantial additions to the common elements may be effectuated only by amendment to the declaration.

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P. A.
ATTORNEYS-AT-LAW
P. O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA

App. No. 0034
Page 839 of 1221

6. FISCAL MANAGEMENT - The fiscal management of the condominium including budget, fiscal year, assessments, lien for and collection of assessments, and accounts shall be as set forth in the By-Laws.

7. ASSOCIATION - The administration of the condominium by the Board of Directors and its powers and duties shall be as set forth in the By-Laws.

8. INSURANCE - The insurance which shall be carried upon the property shall be governed by the following provisions:

A. UNIT OWNERS - Each unit owner shall obtain and maintain insurance at his own expense, affording coverage upon buildings and other insurable improvements constructed upon his unit against loss due to fire, windstorm and extended coverage, and flood insurance, if available.

B. ASSOCIATION - The Association shall maintain public liability and property damage insurance in such amounts as shall be decided by the association. The association may purchase such other insurance as they may deem necessary.

C. PREMIUMS - Premiums upon insurance policies purchased by the association shall be paid by the association and charged as common expenses.

D. ALL INSURANCE POLICIES PURCHASED by the association shall be for the benefit of the association and the unit owners and their mortgagees as their respecitve interests may appear.

E. INSURANCE ADJUSTMENTS - Each unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association.

9. USE RESTRICTIONS - The use of the property of the condominium shall be in accordance with the following provisions:

A. LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the require-

ALLEN, KNUDSEN, SWARTZ, DuBOEST, RHOADS & EDWARDS, P.A. ATTORNEYS AT LAW P. O. BOX 1480 COLLIER ARCADE FORT MYERS, FLORIDA

App. No. 0035
Page 840 of 1221

ments of governmental bodies which require maintenance, modification or repair upon condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

B. REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by a majority vote of the association. Copies of such regulations and amendments thereto shall be posted conspicuously and shall be furnished by the association to all unit owners. No regulation may discriminate against any group or class of users.

C. ALL UNITS shall be used for residential purposes only.

D. THE BOARD OF DIRECTORS of the association shall constitute the architectural control committee and no hourses or other structures may be erected upon the units without the prior written approval of the committee. The committee may consider size, setback, style, color, landscaping and any other factor they consider to be pertinent in making their decision.

E. NO HOUSE TRAILER or mobile home shall be used as a residence upon the condominium property.

F. NO UNIT may be subdivided.

G. IN ORDER TO PROTECT the value of all the units, the association may enter upon units to perform groundskeeping and exterior maintenance of structures so that they are at all times presentable and in good condition and appearance if the owner fails to do so after 30 days' written notice delivered or mailed to the owner's last known address and the costs thereof shall be secured as an assessment against the unit.

H. UNITS A THROUGH L, inclusive, are restricted to single family or duplex residential purposes only, and Unit M to fourplex residential purposes only.

10. LIENS -

A. PROTECTION OF PROPERTY - All liens against a unit other than for mortgages, taxes or special assessments, will be satisfied or otherwise removed within 30 days from the

ALLEN, KNUDSEN, SWARTZ, DEBOEST, RHOADS & EDWARDS, P. A. ATTORNEYS AT LAW P. O. BOX 1480 COLLIER ARCADE FORT MYERS, FLORIDA

App. No. 0036

date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

B. NOTICE OF LIEN - An owner shall give notice to the association of every lien upon his unit other than for mortgages, taxes and special assessments within seven (7) business days after the attaching of the lien.

C. NOTICE OF SUIT - An owner shall give notice to the association of every suit or other proceedings which may affect the title to his unit, such notice to be given within seven (7) business days after the owners receives knowledge thereof.

D. FAILURE TO COMPLY with this section concerning liens will not affect the validity of any judicial sale.

11. COMPLIANCE AND DEFAULT - Each owner and the association shall be governed by and shall comply with the terms of the condominium documents as they may be amended from time to time.

A. FAILURE TO COMPLY shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the association or by an aggrieved owner.

B. IN ANY SUCH PROCEEDING the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

C. IN THE EVENT that the grievance is that of an owner or owners against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors and they shall be allowed a period of 20 days in which to cure or correct.

D. NO WAIVER OF RIGHTS - The failure of the association or any owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to later infractions.

ALLEN, KNUDSEN, SWARTZ, DEBOEST, RHOADS & EDWARDS, P. A.
ATTORNEYS AT LAW
P. O. BOX 1485
COLLIER ARCADE
FORT MYERS, FLORIDA

App. No. 0037
Page 842 of 1221

12. AMENDMENTS - Amendments to any of the condominium documents shall be in accordance with the following:

A. AN AMENDMENT may be proposed either by the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed signed by the President or Vice-President and Secretary of the association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present and the separate written joinder of mortgagees where required; shall include the recording data identifying the Declaration and which shall become effective when recorded according to law.

B. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the condominium documents amendment of which will not materially adversely affect the property rights of unit owners, a 51% vote of the owners shall be the required percentage, or the procedure set forth in F. S. 718.110(5) may be used.

C. REGULAR AMENDMENTS - An amendment which does not change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus or materially adversely affects the property rights of owners may be enacted by a 66 2/3% vote.

D. EXTRAORDINARY AMENDMENTS - An amendment which will have the effect of doing any of the things mentioned in "C" above shall require the affirmative vote of all the record owners of the affected units and all record owners of liens thereon and the affirmative vote of the owners of all other units. This section shall be deemed to include enlarge-

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P. A. ATTORNEYS AT LAW P. O. BOX 1480 COLLIER ARCADE FORT MYERS, FLORIDA

App. No. 0038
Page 843 of 1221

ment of, material alteration of or substantial additions to the common elements only if the same will have a material adverse effect on the owners' property rights; which shall otherwise be treated as regular amendments. Any vote changing the percentage of ownership of the common elements or sharing the common expenses shall be conducted by secret ballot.

13. TERMINATION - The condominium shall be terminated if at all, in the following manner:

A. BY THE AGREEMENT of 66 2/3% of the owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such Agreement has been recorded according to law.

B. SHARES OF UNIT OWNERS AFTER TERMINATION - After termination of the condominium, the owners shall continue to own the parcels which were formerly their units in fee simple and also the limited common elements land abutting their unit shown on the plot plan and the holders of mortgages and liens against the former unit or units owned by such owners shall have mortgages and liens upon such parcels. All funds held by the association except for the reasonably necessary expenses of winding up shall be disbursed to the unit owners in the shares set forth in Exhibit "D". The costs incurred by the association in connection with a termination shall be a common expense.

C. FOLLOWING TERMINATION - The road shall remain burdened with a non-exclusive easement for ingress and egress and public utilities in favor of the property parcels which were units and limited common elements in the condominium prior to the termination, or in the alternative the owners may elect to deed the road to the county as a public road if the county will accept it or to a non-profit corporation in which all the owners would be members, formed to maintain the road.

D. THE MEMBERS OF THE LAST BOARD OF DIRECTORS shall continue to have such powers as in this Declaration are granted,

ALLEN, KNUDSEN, SWARTZ, DEBOEST, RHOADS & EDWARDS, P. A. ATTORNEYS AT LAW P. O. BOX 1480 COLLIER ARCADE FORT MYERS, FLORIDA

App. No. 0039
Page 844 of 1221

notwithstanding the fact that the association itself may be dissolved upon a termination, subject to the limitations of F. A. Chapter 617 (1977).

14. PROVISIONS PERTAINING TO THE DEVELOPER -

A. SO LONG AS THE DEVELOPER holds more than one unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(.1) Assessment of the Developer as a unit owner for capital improvements.

(.2) Any action by the association that would be detrimental to the sale of units or the completion of the project by the Developer including such use of unsold units and common areas as may facilitate completion and/or sale, maintenance of a sales office, showing the property and display of signs.

B. UNTIL A MAJORITY OF THE BOARD OF DIRECTORS of the association is elected from owners other than the Developer or its nominees, the Developer reserves the right for itself, or its nominees, to provide and charge for management which shall be fair and reasonable.

15. RIGHTS OF MORTGAGEES - Where a mortgagee of a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which become due prior to acquisition of title unless such share is secured by a claim of lien for assessments recorded prior to the recordation of the subject mortgage. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. See F. S. 718.116(1)(a).

ALLEN, KNUDSEN, SWARTZ, DEBOEST, RHOADS & EDWARDS, P. A. ATTORNEYS AT LAW P. O. BOX 1480 COLLIER ARCADE FORT MYERS, FLORIDA

App. No. 0040
Page 845 of 1221

Also, such mortgagee may occupy, lease, sell or otherwise dispose of such unit without the approval of the association.

16. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the association in like manner as a foreclosure of mortgage on real property. During his occupancy, the foreclosed owner shall be required to pay a reasonable rental and the association shall be entitled to the appointment of a receiver to collect the same, and the association shall have all the powers provided in F. S. 718.116, including specifically interest at ten (10) percent per annum on unpaid assessments and reasonable attorney's feets incident to the collection of such assessment or enforcement of such lien, with or without suit.

17. MEMBERS - The qualification of members, the manner of their admission and voting by members shall be as follows:

A. ALL OWNERS OF UNITS in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a change of record title to a unit in the condominium and delivery to the association of a copy of such instrument, the new owner thereby becoming a member of the association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this declaration and the association need not recognize membership or ownership in any person until its requirements have been complied with.

18. INDEMNIFICATION - Every Director of the association shall be indemnified by the association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P. A. ATTORNEYS AT LAW P. O. BOX 1480 COLLIER ARCADE FORT MYERS, FLORIDA

App. No. 0041
Page 846 of 1221

he may be a party, or in which he may become involved by reason of his being or having been a Director of the association, or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged tuilty of nonfeasance, misfeasance or malfeasance in the performance of his duties, or shall have breached his fiduciary duty to the members of the association. Provided however, that the association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

19. COMMON EXPENSES AND COMMON SURPLUS - The percentage of sharing common expenses and the percentage of ownership of common surplus are shown on Exhibit "C" to this declaration and are based on the approximate square footage within each unit. The manner of sharing the common expenses will be such that units of approximately equal square footage will pay the same dollar assessment, and the dollar assessments on units of different sizes will be fair in relation to the others.

20. SEVERABILITY - If any provision of this declaration or the exhibits thereto, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

21. UNTIL THE COMPLETION OF THE CONTEMPLATED IMPROVEMENTS to the condominium property, the Developer specifically reserves the right, without joinder of any person, to make such changes in the declaration and its attachments or in the plan of development, as may be required by any lender, governmental authority or as may be, in its judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the declaration or its attachments.

ALLEN, KNUDSEN, SWARTZ, DEBOEST, RHOADS & EDWARDS, P. A.
ATTORNEYS AT LAW
P. O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA

App. No. 0042
Page 847 of 1221

OR 1357 PG 1102

THIS DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 13th day of June, 1979.

FLAMINGO BAYOU, INC.,
A Florida Corporation

(Corporate Seal)

By C. A. Cartwright (SEAL)
President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of June, 1979, by C. A. CARTWRIGHT, President of FLAMINGO BAYOU, INC., a Florida corporation, on behalf of the corporation.

Sharon M. Wells
Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 8, 1980

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P. A.
ATTORNEYS AT LAW
P. O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA

App. No. 0043
Page 848 of 1221

EXHIBIT "A"

OFF REC 1357 PG 1103

BY-LAWS

OF

FLAMINGO HARBOUR CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY - These are the By-Laws of FLAMINGO HARBOUR CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation formed for the purpose of administering Flamingo Harbour Condominium, which is located at Fort Myers Beach, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the Association).

(.1) OFFICE - The office of the Association shall be at the Condominium.

(.2) FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

(.3) SEAL - The seal of the Association shall bear the name of the Association, the word "Florida", and the year of establishment.

2. MEMBERS' MEETINGS -

(.1) ANNUAL MEMBERS' MEETINGS shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and of transacting any business authorized to be transacted by the members.

(.2) SPECIAL MEMBERS' MEETINGS shall be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and when called by written notice from ten (10) percent of the entire membership. As

App. No. 0044

to the meeting required when unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the meeting may be called and notice given by any unit owner if the Association fails to do so.

(.3) NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail at least 14 days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least 14 days prior to the annual meeting.

The Board of administration shall also mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than 30 days prior to the meeting at which the budget will be considered.

Notice of a special meeting to elect a director or directors from the unit owners other than the Developer is specified in By-Law 3(.2)(D)(ii).

Notice of a special meeting called by the Board at the written request of ten (10) percent of the owners because of a budget exceeding 115% of that of the preceding year requires not less than 10 days' written notice to each unit owner.

Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage pre-paid not less than 10 days prior to the meeting.

However, unit owners may waive notice of specific meetings and may take action by written agreement without meetings where it is in the best interest of the condominium to do so.

All notice of meetings shall state clearly and particularly the purpose or purposes of the meeting.

(.4) A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the condominium documents or such other decision as may by law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

(.5) EACH UNIT shall have one indivisible vote, and the vote of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. The certificate shall be valid until revoked by a

subsequent certificate. If such a certificate is not on file, the vote of such unit shall not be considered in determining the requirement for a quorum nor for any other purpose. No certificate is required for a unit owned by husband and wife and either spouse may cast the vote of that unit.

(.6) PROXIES Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before or at the appointed time of the meetings.

(.7) APPROVAL OR DISAPPROVAL of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(.8) ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

(.9) THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS, and, as far as applicable at all other members' meetings, shall be:

(a) Election of Chairman of the meeting, unless the President or Vice-President of the Association is present when he (or she) shall preside.

(b) Calling of the roll and certifying of proxies.

(c) Proof of Notice of meeting or waiver of notice.

(d) Reading and disposal of any unapproved minutes.

(e) Reports of Directors.

(f) Reports of Committees.

(g) Election of Directors.

(h) Unfinished business.

(i) New business.

(j) Adjournment.

3. BOARD OF DIRECTORS -

(.1) MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. Boards elected subsequent to the time members other than the Developer are entitled to elect a majority of the Directors shall be composed of any odd number of Directors that the Owners may decide. Other than Directors selected by the Developer, each Director shall be a person entitled to cast a vote in the meetings of the Association. The Developer shall be entitled to select at least one Director as long as it holds at least 5% of the units that will ultimately be operated by the Association for sale in the ordinary course of business.

(.2) DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Directors except those selected by the Developer shall be elected by a majority of those present and voting at the annual meeting of the members of the Association or at a special meeting called

for pursuant to Paragraph 3 (.2)(D)(ii) under F.S. 718.301.

(b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors.

(c) Any Director except those selected by the Developer, may be removed with or without cause by concurrence of a majority of the members of the Association, either by written agreement or at a special meeting of the members called for that purpose either by a majority of the Board of Directors or by 10% of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d)

(i) When unit owners other than the Developer own fifteen percent (15) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors 3 years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers, or 3 months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of

the others are being offered for sale by the Developer in the ordinary course of business or when some of the units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur.

(ii) Within 60 days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than 30 or more than 40 days' notice of a meeting of the unit owners for this purpose.

(iii) Prior to or not more than 60 days after unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, as specified in F.S. 718.301.

(.3) THE TERM OF EACH DIRECTOR'S SERVICE shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Provided however, that in order to provide a continuity of experience, the members at the first annual meeting after the Developer has relinquished control of the Association may vote to give up to one-half of the Board members terms of two years so that a system of staggered terms will be

initiated.

(.4) THE ORGANIZATION MEETING of the newly elected Board of Directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

(.5) REGULAR MEETINGS OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

(.6) SPECIAL MEETINGS OF THE DIRECTORS MAY BE called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

(.7) WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(.8) MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and listen but not be heard or participate (unless a majority of the Directors consent thereto) and notice of meetings shall be posted conspicuously

on the condominium property forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

(.9) A QUORUM AT DIRECTORS' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(.10) THE PRESIDING OFFICER at Directors' meetings shall be the President of the Board if such an officer has been elected; and if none, then the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(.11) DIRECTORS SHALL SERVE WITHOUT PAY, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and these By-Laws shall be exercised exclusively by the Board of Directors,

or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is sphcifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

(.1) TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the condominium.

(.2) TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

(.3) THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the condominium property.

(.4) THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

(.5) TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

(.6) TO ENFORCE by legal means the provisions of applicable laws, the condominium documents, the ByLaws of the Association, and the regulations for the use of the property in the condominium.

(.7) TO CONTRACT FOR MANAGEMENT of the condominium.

(.8) TO PAY TAXES AND ASSESSMENTS which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

(.9) TO CARRY INSURANCE for the protection of the unit owners and the Association against casualty and liabilities.

(.10) TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the condominium and not billed to owners of individual units.

(.11) TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seems appropriate for proper administration of the purposes of the Association.

(.12) TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to own, convey and encumber real and personal property.

(.13) THE DIRECTORS MAY, pursuant to F.S. 617.10 (3) impose fines in such reasonable sums as they deem appropriate, not to exceed $100.00, against unit owners for violations of the Condominium Documents, including the Rules and Regulations, by owners or their guests or lessees.

5. OFFICERS

(.1) THE EXECUTIVE OFFICERS of the Association shall be the President, a VicePresident, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meetings. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary.

(.2) THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation.

(.3) THE VICEPRESIDENT shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(.4) THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

(.5) THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer of a corporation.

(.6) THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors. This

provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the condominium.

7. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Directors shall be kept in a businesslike manner and these plus records of all receipts and expenditures and all other records shall be available for inspection by unit owners and Board members at all reasonable times.

8. FISCAL MANAGEMENT shall be in accordance with the following provisions:

A. BUDGET A proposed annual budget of

(.1) common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the condominium including insurance, management fees, if any, and which may accrue a reserve for deferred maintenance and depreciation. It will contain a reasonable allowance for contingencies, and provide funds for all unpaid operating expense previously incurred.

(.2) A copy of the proposed annual budget shall be mailed to the unit owners not less than thirty days prior to a meeting of the owners at which the budget will be considered together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then and in that

event the Directors shall have the authority to adopt a budget.

(.3) The first budget shall be made by the Developer.

B. ASSESSMENTS The shares of the unit owners of the common expenses shall be made payable monthly in advance or, in the discretion of the Directors, quarterly in advance and shall become due on the first day of each month or the first day of each quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expense previously incurred.

C. EMERGENCY ASSESSMENTS - Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Directors and the time of payment shall likewise be determined by them.

D. ASSESSMENT ROLL - The assessments for common expenses according to the budget shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative of the Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made other than the unit owner.

E. LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and such owner and his grantees after a

voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made, per Florida Statute 718.116.

F. LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(.1) THE UNIT, and all appurtenances thereto when a notice claiming the lien as been recorded by the Association in accordance with the requirements of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded mortgage on the unit.

(.2) ALL TANGIBLE PERSONAL PROPERTY located in the unit except that such lien shall be subordinate to prior liens and security interests of record.

(.3) COLLECTION:

(i) INTEREST: APPLICATION OF PAYMENTS - Assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the rate of 10% per annum from the date due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

(ii) SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of 10% per annum, and all costs incident to the collection and the proceedings, including reasonable attorney's fees. Per F.S. 718.116(5)(b) the Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure.

G. ACCOUNTS All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

(.1) COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all common expenses.

(.2) ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments, if any.

(.3) CONTINGENCY ACCOUNT - which shall be credited all sums collected for contingencies and emergencies.

H. THE DEPOSITORY of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

I. AN AUDIT of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each member within 30 days after its completion and delivery to the Directors, or at the annual meeting.

J. FIDELITY BONDS shall be required by the Board of Directors from all officers and directors of the Association who control or disburse Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

9. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the By-Laws of the Association or with the Laws of the State of Florida.

10. AMENDMENTS Amendments to the By-Laws shall be proposed in the following manner:

(.1) NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(.2) A RESOLUTION adopting a proposed amendment must receive approval of a majority of the votes of the

entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

(.3) INITIATION - An amendment may be proposed by either a majority of the Board of Directors or by ten (10) percent of the membership of the Association.

(.4) EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

(.5) THESE BY-LAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

(.6) PROPOSAL TO AMEND EXISTING BY-LAWS shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW #_____ FOR PRESENT TEXT."

11. WEIGHT OF VOTES cast by members of the Association shall be one vote for each unit.

12. IN THE EVENT THE DIRECTORS DEEM IT NECESSARY to do so, they and the owners may act by written agreement without meetings, which written agreement may be executed in counterparts.

OFF. REC. 1357 PG 1121

The foregoing was adopted as the By-Laws of Flamingo Harbour Condominium Association, at the first meeting of the Board of Directors.

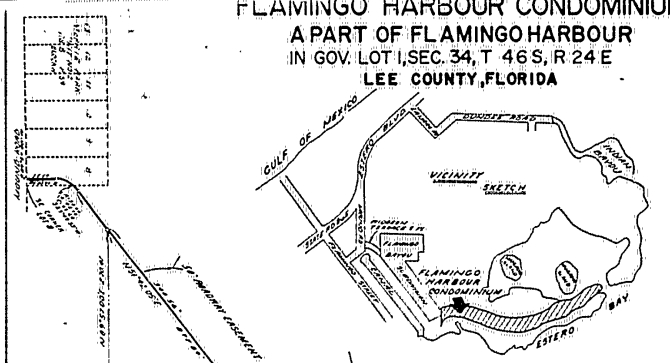
C. A. Cartwright

CONDO PLAT BOOK 5 PAGE 372

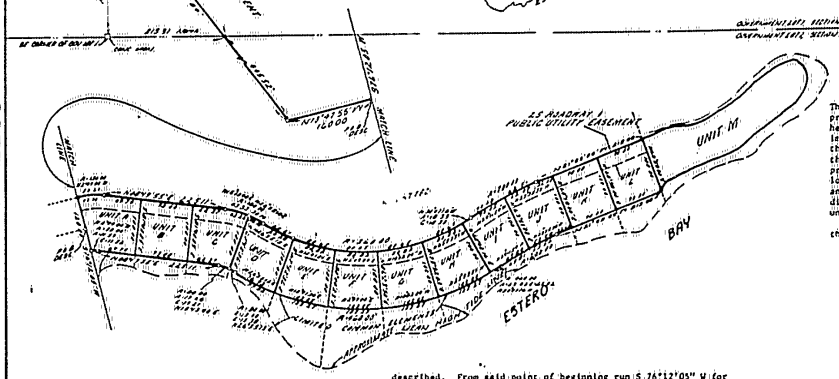
FLAMINGO HARBOUR CONDOMINIUM
A PART OF FLAMINGO HARBOUR
IN GOV. LOT 1, SEC. 34, T 46 S, R 24 E
LEE COUNTY, FLORIDA

EXHIBIT "B"

OFF. REC. 1357 PG 1122



SCALE
100 0 100



DESCRIPTION OF LIMITED COMMON ELEMENTS

All those lands lying East of the platted unit line and West of the Mean High Tide Line along Estero Bay.

SURVEYOR'S CERTIFICATE

The undersigned, a surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

CERTIFIED TO FLAMINGO BAYOU, INC., dated this 13 day of June, 1979.

Duane Hall
Duane Hall
Registered Land Surveyor
Florida Certificate #1615

DESCRIPTION: A tract of land lying in Government Lot 1, Section 34, Township 46 South, Range 24 East, Estero Island, Florida, which tract is described as follows: From the southeast corner of Lot 8, Block H, Unit 2, McPhie Park, according to the plat recorded in Plat Book 8 at page 59 of the public records of Lee County, Florida, run westerly along the south line of said Lot 8 for 10 feet; thence run northerly perpendicular to said south line and along the east line of a roadway easement 50 feet wide for 55.54 feet to a point of curvature; thence run northeasterly along the southeasterly line of said roadway easement along the arc of a curve to the right with a radius of 50 feet (said curve having a central angle of 51°45'05") for 45.16 feet to a point of tangency; thence run N 51°42'05" E along said southeasterly line of said roadway easement along a line 295 feet (as measured on a perpendicular) northwesterly of and parallel with the northwesterly line of Block C of Flamingo Park (now the centerline of Flamingo Street) as shown on the plat recorded in Plat Book 3 at page 66 of said public records for 877.84 feet; thence run N 13°47'55" W along the northeasterly line of said roadway easement for 160 feet to the point of beginning of the lands hereinafter described. From said point of beginning run S 76°12'05" W for 60 feet; thence run northwesterly, northerly and northeasterly along the westerly line of a roadway easement 25 feet wide along the arc of a curve to the right having a radius of 130 feet (chord bearing N 2°46'00" W - chord distance 69.90 feet) for 50.21 feet to a point of tangency; thence run N 8°19'55" E along said westerly line of said roadway easement for 225.11 feet to a point of curvature; thence run northeasterly along said westerly line of said roadway easement along the arc of a curve to the right having a radius of 180.00 feet (chord bearing N 20°01'28" E - chord distance 72.96 feet) for 73.67 feet to a point of reverse curvature; thence run northeasterly, northerly and northwesterly along said westerly line of said roadway easement along the arc of a curve to the left having a radius of 360.00 feet (chord bearing N 0°15'53" E - chord distance 381.35 feet) for 401.89 feet to a point of reverse curvature; thence run northwesterly along the arc of a curve to the right having a radius of 700.00 feet (chord bearing N 26°28'24" W - chord distance 136.78 feet) for 137.00 feet to a point of tangency; thence run N 21°02'00" W along said westerly line of said roadway easement for 212.00 feet; thence run S 40°58'58" W for 10 feet more or less to the waters of Flamingo Bayou; thence run northeasterly, northerly and northeasterly along said waters to the waters of Estero Bay; thence run in a southerly direction along said waters to an intersection with a line bearing N 76°12'05" E passing through the point of beginning; thence run S 76°12'05" W along said line to the point of beginning. TOGETHER WITH the hereinabove described roadway easement 50 feet wide extending from Mound Road to the southerly line of the hereinabove described parcel.

DUANE HALL & ASSOCIATES, INC.

FLAMINGO HARBOUR CONDOMINIUM

EXHIBIT "C"

PERCENTAGES OF OWNERSHIP

Units A through L, inclusive	1/14th of the whole
Unit M	2/14ths of the whole
	14/14ths

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P. A.
ATTORNEYS AT LAW
P. O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA

FLAMINGO HARBOUR CONDOMINIUM

EXHIBIT "D"

LEGAL DESCRIPTION

A tract of land lying in Government Lot 1, Section 34, Township 46 South, Range 24 East, Estero Island, Florida, which tract is described as follows: From the southeast corner of Lot 8, Block H., Unit 2, McPhie Park, according to the plat recorded in Plat Book 8 at page 59 of the public records of Lee County, Florida, run westerly along the south line of said Lot 8 for 10 feet; thence run northerly perpendicular to said south line and along the east line of a roadway easement 50 feet wide for 55.54 feet to a point of curvature; thence run northeasterly along the southeasterly line of said roadway easement along the arc of a curve to the right with a radius of 50 feet (said curve have a central angle of 51°45'05") for 45.16 feet to a point of tangency; thence run N 51°42'05" E along said southeasterly line of said roadway easement along a line 295 feet (measured on a perpendicular) northwesterly of and parallel with the northwesterly line of Block C of Flamingo Park (now the centerline of Flamingo Street) as shown on the plat recorded in Plat Book 9 at page 66 of said public records for 877.84 feet; thence run N 13°47'55" W along the northeasterly line of said roadway easement for 160 feet to the point of beginning of the lands herein described. From said point of beginning run S 76°12'05" W for 60 feet; thence run northwesterly, northerly and northeasterly along the westerly line of a roadway easement 25 feet wide along the arc of a curve to the right having a radius of 130 feet (chord bearing N 2°44'00" W - chord distance 49.90 feet) for 50.21 feet to a point of tangency; thence run N 8°19'55" E along said westerly line of said roadway easement for 225.11 feet to a point of curvature; thence run northeasterly along said westerly line of said roadway easement along the arc of a curve to the right having a radius of 180.00 feet (chord bearing N 20° 01'28" E - chord distance 72.96 feet) for 73.47 feet to a point of reverse curvature; thence run northeasterly, northerly and northwesterly along said westerly line of said roadway easement along the arc of a curve to the left having a radius of 360.00 feet (chord bearing N 0°15'53" E - chord distance 381.35 feet) for 401.89 feet to a point of reverse curvature; thence run northwesterly along the arc of a curve to the right having a radius of 700.00 feet (chord bearing N 26°28'24" W - chord distance 136.78 feet) for 137.00 feet to a point of tangency; thence run N 21°02'00" W along said westerly line of said roadway easement for 212.00 feet; thence

ALLEN, KNUDSEN, SWARTZ, DEBOEST, RHOADS & EDWARDS, P. A.
ATTORNEYS AT LAW
P. O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA

run S 0°68'58" W for 10 feet more or less to the waters of Flamingo Harbor; thence run northwesterly, northerly and northeasterly along said waters to the waters of Estero Bay; thence run in a southerly direction along said waters to an intersection with a line bearing N 76°12'05" E passing through the point of beginning; thence run S 76°12'05" W along said line to the point of beginning. TOGETHER WITH the hereinabove described roadway easement 50 feet wide extending from Mound Road to the southerly line of the hereinabove described parcel.

ALLEN, KNUDSEN, SWARTZ, DeBOEST, RHOADS & EDWARDS, P. A.
ATTORNEYS AT LAW
P. O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA

State of Florida

Department of State

OFF. REC. 1357 PG 1126

I certify that the attached is a true and correct copy of the Articles of Incorporation of FLAMINGO HARBOUR CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on June 5, 1979, as shown by the records of this office.

The charter number for this corporation is 747514.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 6th day of June, 1979.

Secretary of State

CER 101
12-78

FLORIDA — STATE OF THE ARTS

FILED
JUN 6 4 47 PM '73
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
FLAMINGO HARBOUR CONDOMINIUM ASSOCIATION, INC.
(A NONPROFIT FLORIDA CORPORATION)

OFF REC 1357 PG 1127

ARTICLE I.

The name of this corporation is FLAMINGO HARBOUR CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.

The purpose for which this corporation is organized is to act as the governing association of Flamingo Harbour Condominium, located at Fort Myers Beach, Florida.

ARTICLE III.

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a condominium unit in the Condominium shall by virtue of such ownership be a member of this corporation.

ARTICLE IV.

This corporation shall exist perpetually.

ARTICLE V.

The names and residences of the subscribers to these Articles of Incorporation are as follows:

Green Keltner
4253 Bay Beach Lane S. W.
Apt. H-6
Fort Myers Beach, Florida 33931

C. A. Cartwright
Carnoustie Drive
General Delivery
Bonita Springs, Florida

Sharon M. Willis
6308 Panther Drive
Apartment T-5
Fort Myers, Florida 33907

ARTICLE VI.

The affairs of the corporation are to be managed initially by a Board of three (3) Directors who will be elected each year at the annual meeting of the Condominium Association as provided

for in the By-Laws. At such time as the Developer has relinquished control of the Association as provided by the Condominium Act, the Board may be composed of any odd number of Directors that the members decide (as provided for in the By-Laws).

ARTICLE VII.

The names of the officers who are to serve until the first election or appointment under the Articles of Incorporation are:

President - Green Keltner

Vice President - C. A. Cartwright

Secretary-Treasurer - Sharon M. Willis

ARTICLE VIII.

The number of persons constituting the first Board of Directors shall be three (3) and their names and addresses are as follows:

Green Keltner
4253 Bay Beach Lane S. W.
Apt. H-6
Fort Myers Beach, Florida 33931

C. A. Cartwright
Carnoustie Drive
General Delivery
Bonita Springs, Florida

Sharon M. Willis
6308 Panther Drive
Apartment T-5
Fort Myers, Florida 33907

ARTICLE IX.

The By-Laws of the corporation are to be made, altered or rescinded by a majority vote of the members and Directors of the corporation.

ARTICLE X.

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

An Amendment may be proposed by either the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed amendment.

The Amendment must be approved by a vote of a majority of the members of the corporation.

ARTICLE XI.

Each unit in the condominium shall have one (1) full vote, which vote shall be cast by a designated owner as provided for in the Declaration of Condominium.

ARTICLE XII.

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

ARTICLE XIII.

This corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declaration and ByLaws.

ARTICLE XIV.

No part of the net earnings of this corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or care of association property or through the rebate of the excess membership due, fees, or assessments.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 21st day of June, 1979.

Green Keltner (SEAL)

C. A. Cartwright (SEAL)

Sharon M. Willis (SEAL)

STATE OF FLORIDA
COUNTY OF LEE

Before me, the undersigned, a Notary Public authorized to take acknowledgments in the State and County aforesaid, personally appeared Green Keltner, C. A. Cartwright and Sharon M. Willis, known to me and known to be the persons who executed the foregoing

Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation.

WITNESS my hand and seal this 21st day of May, 1979.

Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1981

OR 1357 PG 1131

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT FLAMINGO HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida Corporation
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA,

WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF FORT MYERS BEACH (CITY),

STATE OF FLORIDA (STATE), HAS NAMED C.A. CARTWRIGHT (NAME OF RESIDENT AGENT),

LOCATED AT 2800 ESTERO BOULEVARD
(STREET ADDRESS AND NUMBER OF BUILDING, POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF FORT MYERS BEACH, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

FILED
JUN 19 11 21 AM '79
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SIGNATURE [signature]
(CORPORATE OFFICER)

TITLE PRESIDENT

DATE May 1, 1979

SAL GERACI
CLERK OF CIRCUIT COURT
JUN 19 11 21 AM '79
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE C. A. Cartwright
(RESIDENT AGENT)

DATE May 1, 1979

AMENDMENT NO. 1

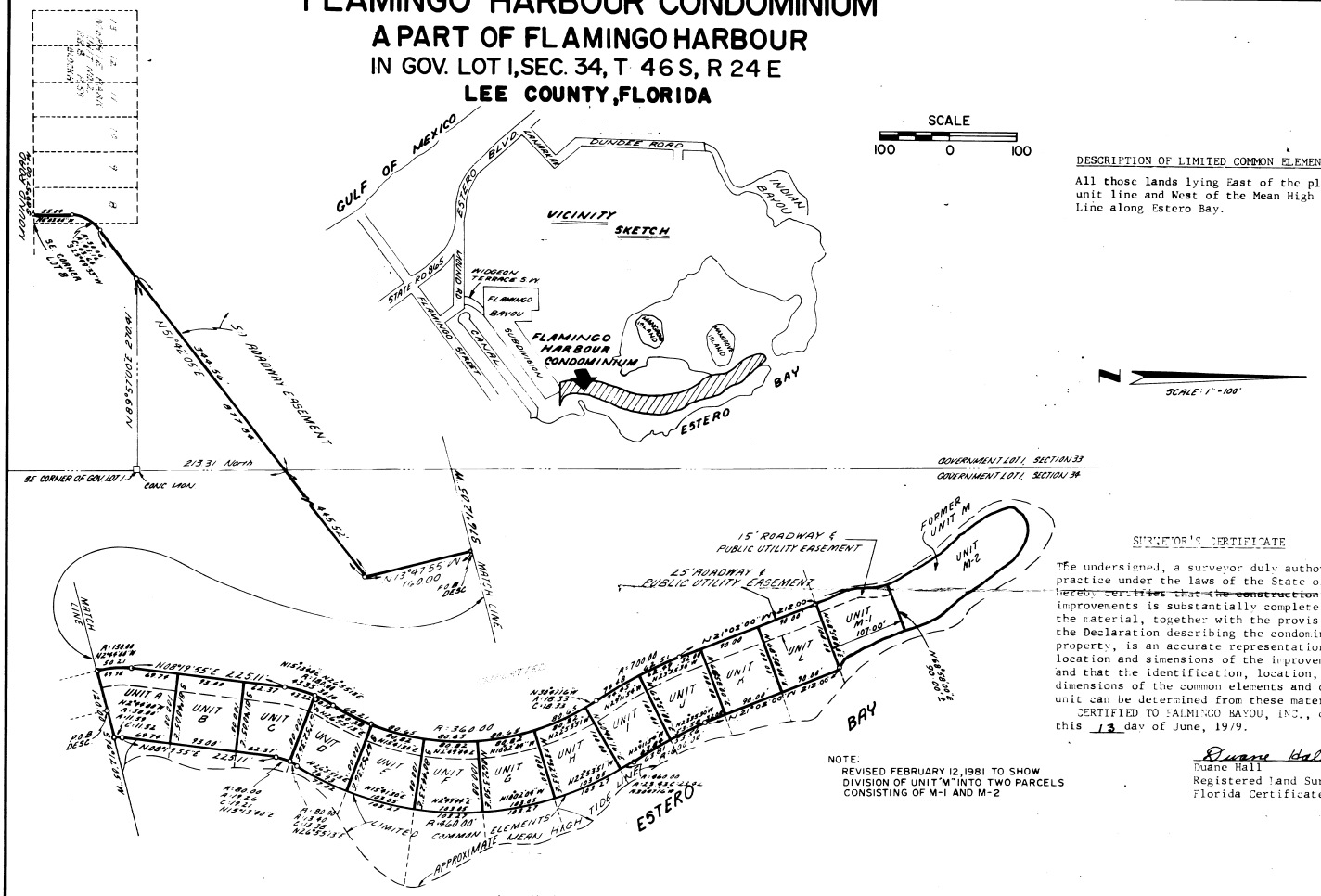
FLAMINGO HARBOUR CONDOMINIUM

A PART OF FLAMINGO HARBOUR

IN GOV. LOT 1, SEC. 34, T 46 S, R 24 E

LEE COUNTY, FLORIDA

CONDOMINIUM
PLAT BOOK 7 PAGE 104



NOTE:
REVISED FEBRUARY 12, 1981 TO SHOW DIVISION OF UNIT "M" INTO TWO PARCELS CONSISTING OF M-1 AND M-2

DESCRIPTION OF LIMITED COMMON ELEMENTS

All those lands lying East of the platted unit line and West of the Mean High Tide Line along Estero Bay.

SURVEYOR'S CERTIFICATE

The undersigned, a surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

CERTIFIED TO FALMINGO BAYOU, INC., dated this 13 day of June, 1979.

Duane Hall
Duane Hall
Registered Land Surveyor
Florida Certificate #1415

DESCRIPTION: A tract of land lying in Government Lot 1, Section 34, Township 46 South, Range 24 East, Estero Island, Florida, which tract is described as follows: From the southeast corner of Lot 8, Block H., Unit 7, McPhie Park, according to the plat recorded in Plat Book 8 at page 59 of the public records of Lee County, Florida, run westerly along the south line of said Lot 8 for 10 feet; thence run northerly perpendicular to said south line and along the east line of a roadway easement 50 feet wide for 55.54 feet to a point of curvature; thence run northeasterly along the southeasterly line of said roadway easement along the arc of a curve to the right with a radius of 50 feet (said curve having a central angle of 51°45'05") for 45.16 feet to a point of tangency; thence run N 51°42'05" E along said southeasterly line of said roadway easement along a line 295 feet (as measured on a perpendicular) northwesterly of and parallel with the northwesterly line of Block C of Flamingo Park (now the centerline of Flamingo Street) as shown on the plat recorded in Plat Book 9 at page 66 of said public records for 877.84 feet; thence run N 13°47'55" W along the northeasterly line of said roadway easement for 160 feet to the point of beginning of the lands herein described. From said point of beginning run S 76°12'05" W for 60 feet; thence run northwesterly, northerly and northeasterly along the westerly line of a roadway easement 25 feet wide along the arc of a curve to the right having a radius of 140 feet (chord bearing N 2°44'00" W - chord distance 49.90 feet) for 50.21 feet to a point of tangency; thence run N 8°19'55" E along said westerly line of said roadway easement for 225.11 feet to a point of curvature; thence run northeasterly along said westerly line of said roadway easement along the arc of a curve to the right having a radius of 180.00 feet (chord bearing N 20°01'28" E - chord distance 72.46 feet) for 73.47 feet to a point of reverse curvature; thence run northeasterly, northerly and northwesterly along said westerly line of said roadway easement along the arc of a curve to the left having a radius of 360.00 feet (chord bearing N 0°15'53" W - chord distance 381.15 feet) for 401.89 feet to a point of reverse curvature; thence run northwesterly along the arc of a curve to the right having a radius of 700.00 feet (chord bearing N 76°28'24" W - chord distance 136.78 feet) for 137.00 feet to a point of tangency; thence run N 21°02'00" W along said westerly line of said roadway easement for 212.00 feet; thence run S 0°68'58" E for 10 feet more or less to the waters of Flamingo Harbor; thence run northwesterly, northerly and northeasterly along said waters to the waters of Estero Bay; thence run in a southerly direction along said waters to an intersection with a line bearing N 76°12'05" E passing through the point of beginning; thence run S 76°12'05" W along said line to the point of beginning. TOGETHER WITH the hereinabove described roadway easement 50 feet wide extending from Bound Road to the southerly line of the hereinabove described parcel.

DUANE HALL & ASSOCIATES, INC.
CIVIL ENGINEERS — LAND SURVEYORS — LAND PLANNERS
PO BOX 6790 FORT MYERS FLORIDA 33901

Date 4-2-79 Dwn by L.O. Chk'd by
Proj No 793765 File No

App. No. 0073

EXHIBIT D

TABLE OF CONTENTS

VARIANCE APPLICATION FOR TODD PLAISTED POOL

WITH THE TOWN OF FORT MYERS BEACH CODE 34-638

1.	Photograph of neighbor's residence/pool (21401 Widgeon Terrace, Fort Myers Beach, FL
2.	Lee County Property Appraiser's Printout
3.	Survey showing where the pool is to be located
4.	Photograph of residence and property line
5 and 6.	Photographs for the planned area for the pool
7.	Photograph of the applicant's house from the back bay
8.	Boundary Survey (by Bean, Whitaker, Lutz & Kareh, Inc.)
9.	List of surrounding property owners within 500 feet of the perimeter
10.	Map showing the parcel boundaries within the 500 feet radius
11.	Two (2) sets of mailing labels providing the names and addresses of the owners on the list (attached hereto as no. 9)

1

Property Data

STRAP: 34-46-24-W1-022L0.0000 Folio ID: 10230970

Generated on 7/19/2022 3:13 PM

Owner Of Record - Sole Owner [Change Address]

ELFMAN JOEL TR
FOR SUSAN R ELFMAN TRUST
21401 WIDGEON TER
FORT MYERS BEACH FL 33931

Site Address

Site Address maintained by E911 Program Addressing

21401 WIDGEON TER
FORT MYERS BEACH FL 33931

Property Description

Do not use for legal documents!

FLAMINGO HARBOUR CONDO OR 1357 PG 1089 UNIT L

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Just	1,675,764

Attributes

Land Units Of Measure	UT
Units	1.00
Total Number of Buildings	1
Total Bedrooms / Bathrooms	3 / 3.0
Gross Living Area	2,082
1st Year Building on Tax Roll	1990
Historic Designation	No

Image of Structure

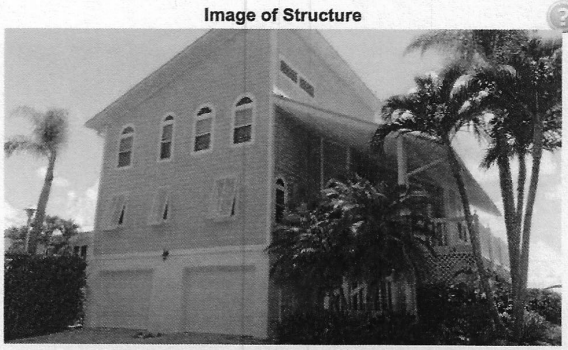


Photo Date June of 2021 View other photos

Last Inspection Date: 06/02/2021

Exemptions

Generated on 7/19/2022 3:13 PM

Values (2021 Tax Roll)

Generated on 7/19/2022 3:13 PM

Taxing Authorities

Generated on 7/19/2022 3:13 PM

Sales / Transactions

Generated on 7/19/2022 3:13 PM

Picture is of neighbors house


NEIGHBOR'S
#2 HOUSE

2

Property Data

STRAP: 34-46-24-W1-022M0.0010 Folio ID: 10230971

Generated on 7/19/2022 3:11 PM

Owner Of Record - Sole Owner [Change Address]

PLAISTED TODD R
15781 ANDRIE ST NW
RAMSEY MN 55303

Site Address

Site Address maintained by E911 Program Addressing

21391 WIDGEON TER
FORT MYERS BEACH FL 33931

Property Description

Do not use for legal documents!

FLAMINGO HARBOUR CONDO
CONDO PLAT 7 PG 104
UNIT M-1

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Just	1,533,867

Attributes

Land Units Of Measure	UT
Units	1.00
Total Number of Buildings	1
Total Bedrooms / Bathrooms	4 / 3.0
Gross Living Area	2,691
1st Year Building on Tax Roll	1983
Historic Designation	No

Image of Structure



Photo Date June of 2021 View other photos

Last Inspection Date: 06/02/2021

Exemptions

Generated on 7/19/2022 3:11 PM

Values (2021 Tax Roll)

Generated on 7/19/2022 3:11 PM

Taxing Authorities

Generated on 7/19/2022 3:11 PM

Sales / Transactions

Generated on 7/19/2022 3:11 PM

Please see Applicant's Home

3

Received
Electronically
Oct 27, 2021
South District
EXEMPT
File Number:
0194953-003 EE
GATE TO LOT M-2
PROPERTY LINE
EXISTING DRIVEWAY
NEW PATIO
SUN SHELF
FOUNTAIN
SPA
POOL
PAVERS
POOL EQUIP
A/C BELOW
DECK ABOVE @12.7
EXISTING HOUSE
DECK ABOVE @ 21.5
DECK @ 12.7'
HOUSE
DECK ABOVE @ 12.7
ROCK & SHELL
M.H.W MARK
DRIVEWAY
BENCHMARK
ELEV 3.54'
POOL LAYOUT PLAN
TODD PLAISTED
21391 WIDGAN TERRACE
FT MYERS BEACH, FLORIDA 33921
PLANS PREPARED FOR:
ISLAND CONSTRUCTION
ISLAND POOLS & SPAS
6901 Alico Rd
Fort Myers FL
ENGINEER OF RECORD:
UNIQUE ENGINEERING SOLUTIONS LLC
COA# 33913
R DOUGLAS HALL P.E.
FL# 53759
Project 5202
Date 10/21/21
Scale 3/16" = 1'-0"
P-01

Exhibit #3

4

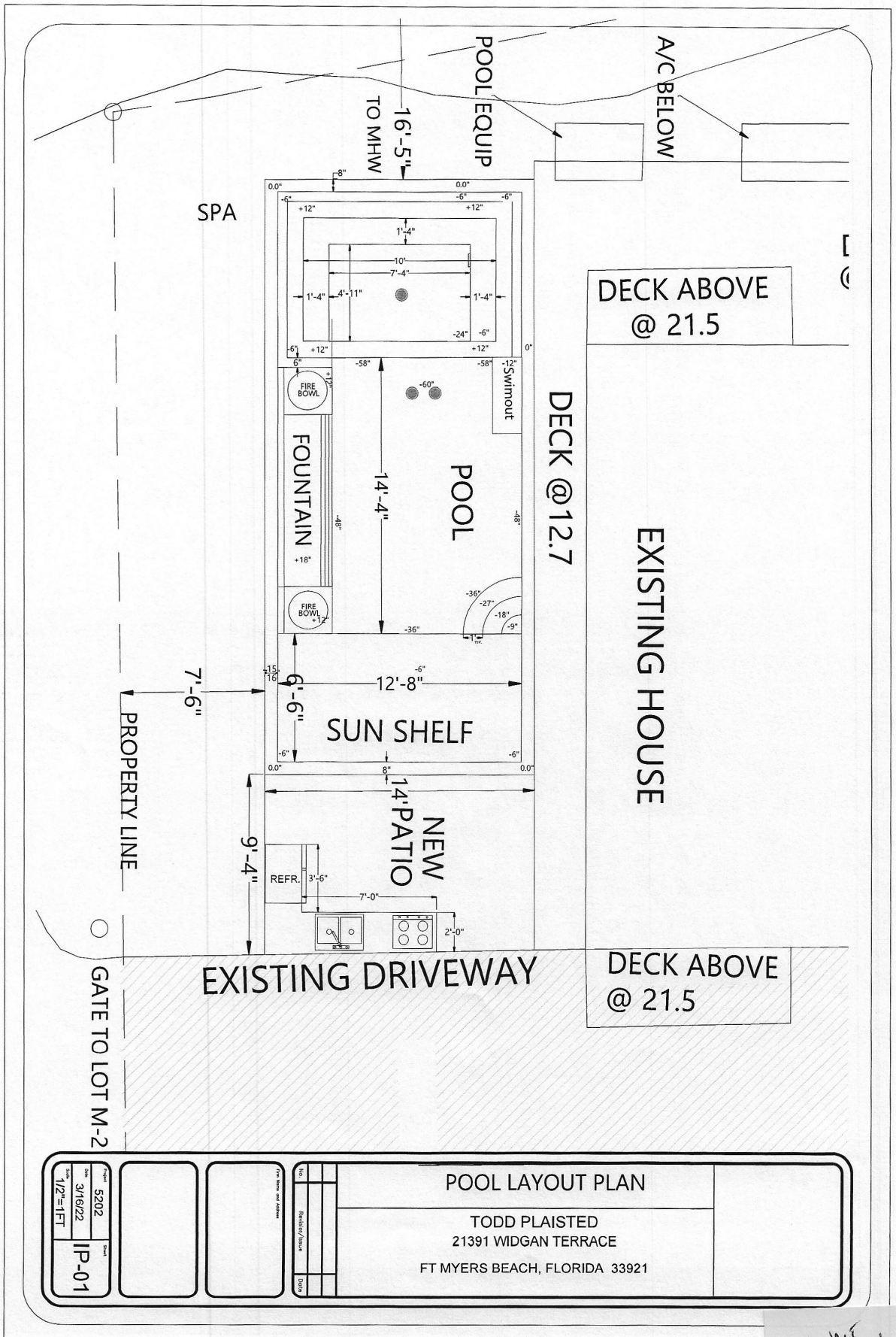

16'-5"
TO MHW
POOL EQUIP
A/C BELOW
SPA
DECK ABOVE
@ 21.5
DECK @12.7
EXISTING HOUSE
FIRE BOWL
FOUNTAIN
POOL
Swimout
14'-4"
FIRE BOWL
SUN SHELF
12'-8"
6'-6"
7'-6"
PROPERTY LINE
NEW
14' PATIO
9'-4"
REFR.
3'-6"
7'-0"
2'-0"
EXISTING DRIVEWAY
DECK ABOVE
@ 21.5
GATE TO LOT M-2
POOL LAYOUT PLAN
TODD PLAISTED
21391 WIDGAN TERRACE
FT MYERS BEACH, FLORIDA 33921
Project 5202
Date 3/16/22
Scale 1/2"=1FT
Sheet IP-01

Exhibit #4

5

NEIGHBOR 2
NEXT DOOR 1
PLASTER

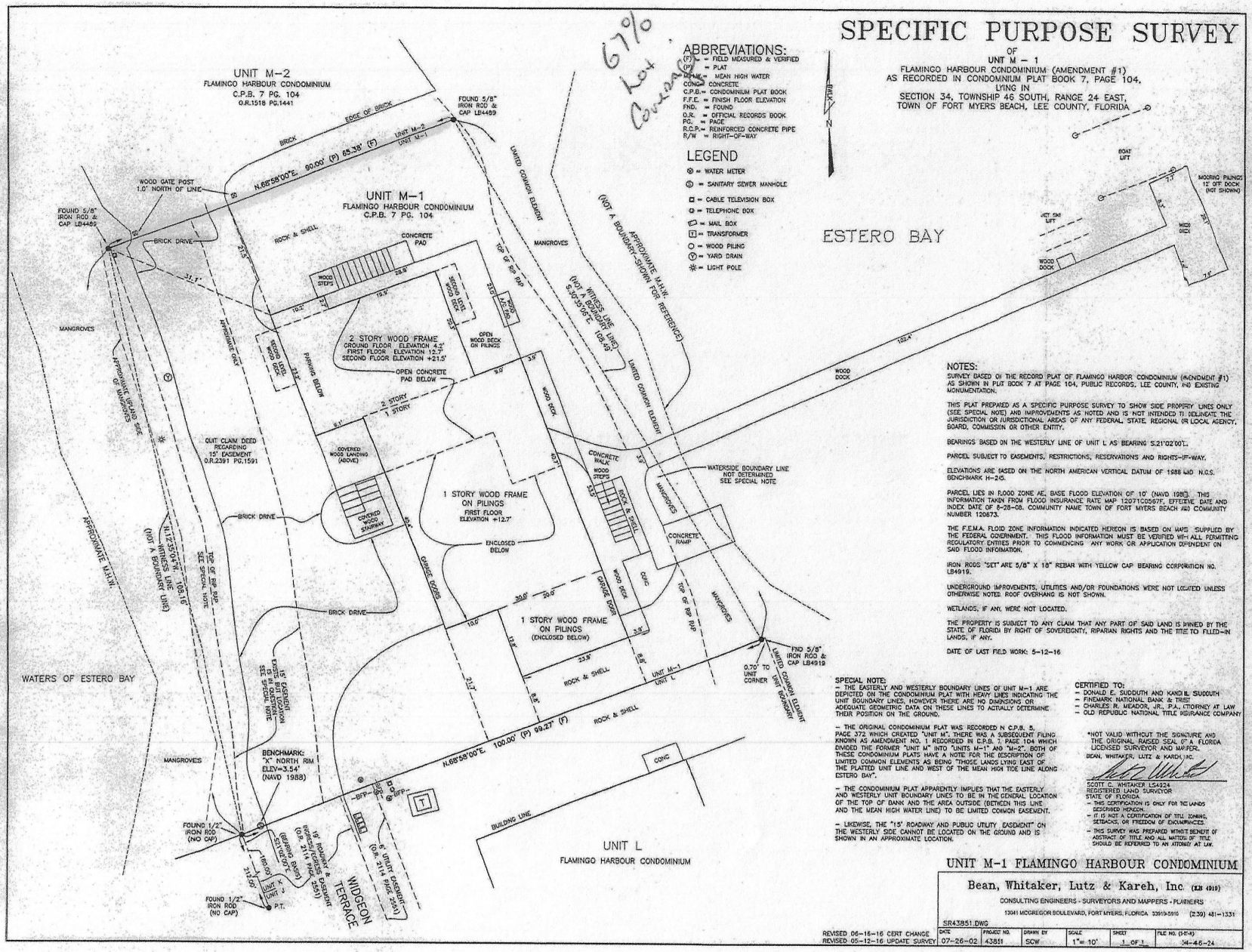
6

PLASTER HOUSE
PLASTER
NEIGHBOR #2

7


PLAISTED
PLAISTED HOUSE
NEIGHBOR #2

8


SPECIFIC PURPOSE SURVEY
OF
UNIT M – 1
FLAMINGO HARBOUR CONDOMINIUM (AMENDMENT #1)
AS RECORDED IN CONDOMINIUM PLAT BOOK 7, PAGE 104,
LYING IN
SECTION 34, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA
67% Lot Coverage
ABBREVIATIONS:
(F) = FIELD MEASURED & VERIFIED
(P) = PLAT
MHW = MEAN HIGH WATER
CONC. = CONCRETE
C.P.B. = CONDOMINIUM PLAT BOOK
F.F.E. = FINISH FLOOR ELEVATION
FND. = FOUND
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
R.C.P. = REINFORCED CONCRETE PIPE
R/W = RIGHT-OF-WAY
LEGEND
W = WATER METER
S = SANITARY SEWER MANHOLE
C = CABLE TELEVISION BOX
T = TELEPHONE BOX
M = MAIL BOX
T = TRANSFORMER
O = WOOD PILING
Y = YARD DRAIN
LIGHT POLE
UNIT M-2
FLAMINGO HARBOUR CONDOMINIUM
C.P.B. 7 PG. 104
O.R.1518 PG.1441
UNIT M-1
FLAMINGO HARBOUR CONDOMINIUM
C.P.B. 7 PG. 104
ESTERO BAY
WATERS OF ESTERO BAY
UNIT L
FLAMINGO HARBOUR CONDOMINIUM
2 STORY WOOD FRAME
GROUND FLOOR ELEVATION 4.2'
FIRST FLOOR ELEVATION 12.7'
SECOND FLOOR ELEVATION +21.5'
1 STORY WOOD FRAME ON PILINGS
FIRST FLOOR ELEVATION +12.7'
1 STORY WOOD FRAME ON PILINGS
(ENCLOSED BELOW)
BENCHMARK:
"X" NORTH RIM
ELEV=3.54'
(NAVD 1988)
FOUND 5/8" IRON ROD & CAP LB4489
FOUND 1/2" IRON ROD (NO CAP)
FND 5/8" IRON ROD & CAP LB4919
N.65°58'00"E. 90.00' (P) 89.38' (F)
N.65°58'00"E. 100.00' (P) 99.27' (F)
N.12°55'04"W. 108.16'
(NOT A BOUNDARY LINE)
S.30°35'06"E. 108.49'
(NOT A BOUNDARY LINE)
APPROXIMATE MEAN HIGH WATER LINE
APPROXIMATE UPLAND SIDE OF MANGROVES
LIMITED COMMON ELEMENT
UNIT BOUNDARY
WATERSIDE BOUNDARY LINE SEE SPECIAL NOTE
QUIT CLAIM DEED REGARDING 15' EASEMENT O.R.2391 PG.1591
15' EASEMENT EXISTS BUT LOCATION IS UNDETERMINED SEE SPECIAL NOTE
16' ROADWAY & PUBLIC UTILITY EASEMENT (O.R. 2174 PAGE 2551)
5' UTILITY EASEMENT (O.R. 2174 PAGE 2551)
WIDGEON TERRACE
BUILDING LINE
BOAT LIFT
MOORING PILINGS 12' OFF DOCK (NOT SHOWN)
WOOD DOCK
JET SKI LIFT
NOTES:
SURVEY BASED ON THE RECORD PLAT OF FLAMINGO HARBOR CONDOMINIUM (AMENDMENT #1) AS SHOWN IN PLAT BOOK 7 AT PAGE 104, PUBLIC RECORDS, LEE COUNTY, AND EXISTING MONUMENTATION.
THIS PLAT PREPARED AS A SPECIFIC PURPOSE SURVEY TO SHOW SIDE PROPERTY LINES ONLY (SEE SPECIAL NOTE) AND IMPROVEMENTS AS NOTED AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.
BEARINGS BASED ON THE WESTERLY LINE OF UNIT L AS BEARING S.21°02'00"E.
PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY.
ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND N.G.S. BENCHMARK H-245.
PARCEL LIES IN FLOOD ZONE AE, BASE FLOOD ELEVATION OF 10' (NAVD 1988). THIS INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP 12071C0567F, EFFECTIVE DATE AND INDEX DATE OF 8-28-08. COMMUNITY NAME TOWN OF FORT MYERS BEACH AND COMMUNITY NUMBER 120673.
THE F.E.M.A. FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED WITH ALL PERMITTING REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.
IRON RODS "SET" ARE 5/8" X 18" REBAR WITH YELLOW CAP BEARING CORPORATION NO. LB4919.
UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED. ROOF OVERHANG IS NOT SHOWN.
WETLANDS, IF ANY, WERE NOT LOCATED.
THE PROPERTY IS SUBJECT TO ANY CLAIM THAT ANY PART OF SAID LAND IS OWNED BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY, RIPARIAN RIGHTS AND THE TITLE TO FILLED-IN LANDS, IF ANY.
DATE OF LAST FIELD WORK: 5-12-16
SPECIAL NOTE:
– THE EASTERLY AND WESTERLY BOUNDARY LINES OF UNIT M-1 ARE DEPICTED ON THE CONDOMINIUM PLAT WITH HEAVY LINES INDICATING THE UNIT BOUNDARY LINES, HOWEVER THERE ARE NO DIMENSIONS OR ADEQUATE GEOMETRIC DATA ON THESE LINES TO ACTUALLY DETERMINE THEIR POSITION ON THE GROUND.
– THE ORIGINAL CONDOMINIUM PLAT WAS RECORDED IN C.P.B. 5, PAGE 372 WHICH CREATED "UNIT M". THERE WAS A SUBSEQUENT FILING KNOWN AS AMENDMENT NO. 1 RECORDED IN C.P.B. 7, PAGE 104 WHICH DIVIDED THE FORMER "UNIT M" INTO "UNITS M-1" AND "M-2". BOTH OF THESE CONDOMINIUM PLATS HAVE A NOTE FOR THE DESCRIPTION OF LIMITED COMMON ELEMENTS AS BEING "THOSE LANDS LYING EAST OF THE PLATTED UNIT LINE AND WEST OF THE MEAN HIGH TIDE LINE ALONG ESTERO BAY".
– THE CONDOMINIUM PLAT APPARENTLY IMPLIES THAT THE EASTERLY AND WESTERLY UNIT BOUNDARY LINES TO BE IN THE GENERAL LOCATION OF THE TOP OF BANK AND THE AREA OUTSIDE (BETWEEN THIS LINE AND THE MEAN HIGH WATER LINE) TO BE LIMITED COMMON EASEMENT.
– LIKEWISE, THE "15' ROADWAY AND PUBLIC UTILITY EASEMENT" ON THE WESTERLY SIDE CANNOT BE LOCATED ON THE GROUND AND IS SHOWN IN AN APPROXIMATE LOCATION.
CERTIFIED TO:
– DONALD E. SUDDUTH AND KANDI B. SUDDUTH
– FINEMARK NATIONAL BANK & TRUST
– CHARLES R. MEADOR, JR., P.A., ATTORNEY AT LAW
– OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEAN, WHITAKER, LUTZ & KAREH, INC.
SCOTT C. WHITAKER LS4324
REGISTERED LAND SURVEYOR
STATE OF FLORIDA
– THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON.
– IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
– THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
UNIT M-1 FLAMINGO HARBOUR CONDOMINIUM
Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
13041 McGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-5910 (239) 481-1331
SR43851.DWG
REVISED 06-16-16 CERT CHANGE
REVISED 05-12-16 UPDATE SURVEY
DATE 07-26-02 | PROJECT NO. 43851 | DRAWN BY SCW | SCALE 1"= 10' | SHEET 1 OF 1 | FILE NO. (34-46-24) 34-46-24

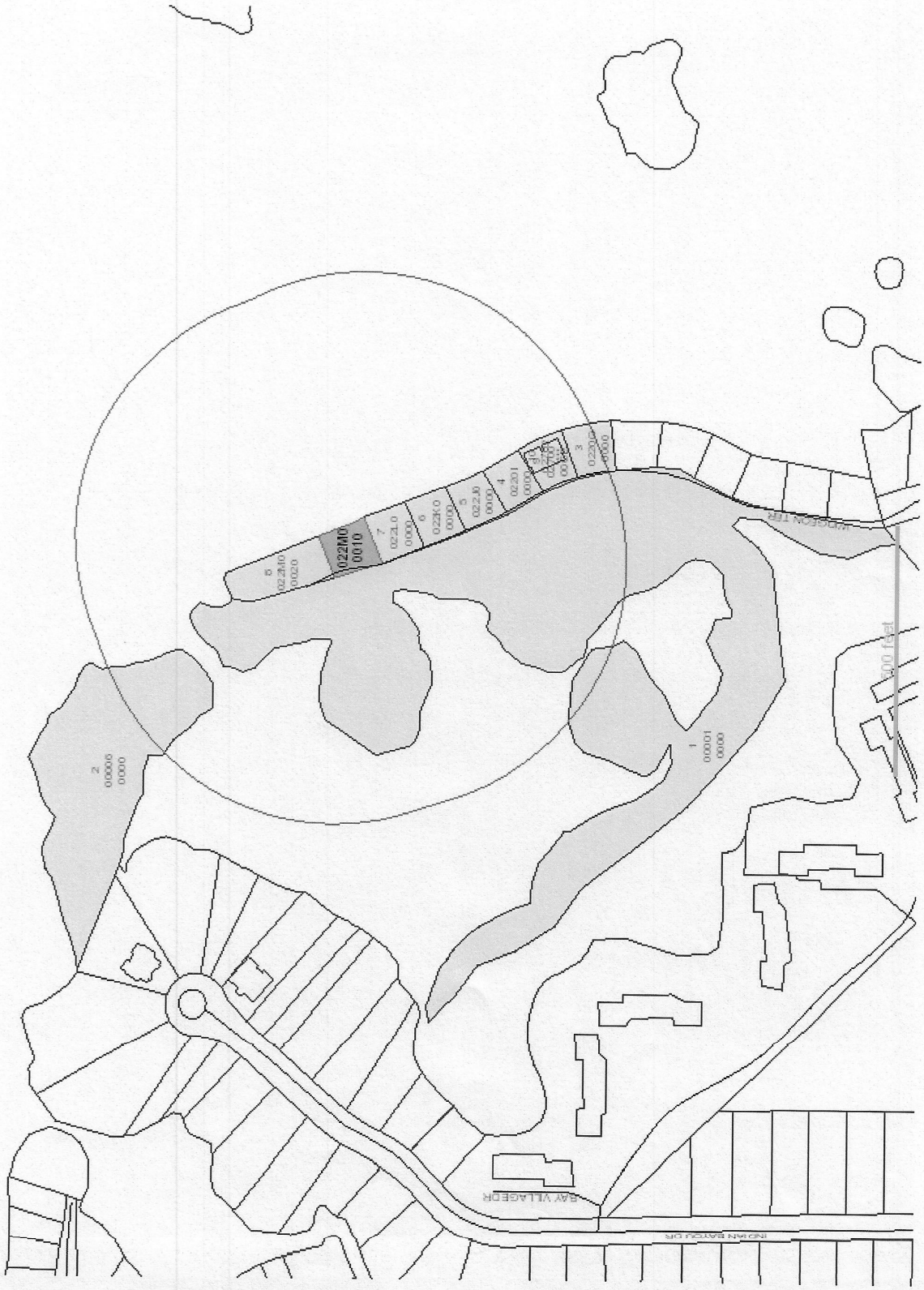
App. No. 0091

9

Buffer: 50 Date: 8/1/2022 12:00:00 AM List Size: 12

FolioId	STRAP	OwnerName	MailAddress	MailCity	MailState	MailZip	SiteNumb	SiteStreet	SiteCity	SiteZip	Legal
10230971	34-46-24-W1-022M0.0010	PLAISTED TODD R	15781 ANDRIE ST NW	RAMSEY	MN	55303	21391	WIDGEON	FORT MYERS B	33931	FLAMINGO HARBOUR CONDO<CR>CONDO PLAT 7 PG 104<CR>UNIT M-1
10450516	33-46-24-W2-00001.0000	TIITF STATE OF FLORIDA	3900 COMMONWEALTH	TALLAHASSEE	FL	32399		ACCESS U	FORT MYERS B	33931	PARL LYING IN THE NW 1/4 <CR>OF SECT 34 AND THE NW 1/4 <CR>OF SECT 33
10230325	33-46-24-W2-00006.0000	SOUTHERN LIVING RVP LLC	602-B CENTER RD	FORT MYERS	FL	33907		ACCESS U	FORT MYERS BEACH		PARL IN SEC 33<CR>DESC OR 819 PG 146 LESS<CR>PLATTED AREA LESS 6.100
10230965	34-46-24-W1-0220G.0000	SOUTH 8TH AVE LLC +	1241 71ST AVE	GREELEY	CO	80634	21451	WIDGEON	FORT MYERS B	33931	FLAMINGO HARBOUR CONDO<CR>OR 1357 PG 1089<CR>UNIT G
10230967	34-46-24-W1-0220I.0000	CS AND BD LLC	27 STONEY CREEK DR	EGG HARBOR TWI	NJ	8234	21431	WIDGEON	FORT MYERS B	33931	FLAMINGO HARBOUR CONDO<CR>OR 1357 PG 1089<CR>UNIT I
10230968	34-46-24-W1-022J0.0000	KNAUL FELICIA MARIE & CARLIN ROBERT G &	11355 FOUR FILLIES RD	PINECREST	FL	33156	21421	WIDGEON	FORT MYERS B	33931	FLAMINGO HARBOUR CONDO<CR>OR 1357 PG 1089<CR>UNIT J
10230969	34-46-24-W1-022K0.0000	EVLYNA	21411 WIDGEON TER	FORT MYERS BEA	FL	33931	21411	WIDGEON	FORT MYERS B	33931	FLAMINGO HARBOUR CONDO<CR>OR 1357 PG 1089<CR>UNIT K
10230970	34-46-24-W1-022L0.0000	ELFMAN JOEL TR	21401 WIDGEON TER	FORT MYERS BEA	FL	33931	21401	WIDGEON	FORT MYERS B	33931	FLAMINGO HARBOUR CONDO<CR>OR 1357 PG 1089<CR>UNIT L
10230972	34-46-24-W1-022M0.0020	HIMMELSTEIN ASSOCIATES LLC	PO BOX 218	SOMERS POINT	NJ	8244	21381	WIDGEON	FORT MYERS B	33931	FLAMINGO HARBOUR CONDO<CR>CONDO PLAT 7 PG 104<CR>UNIT M-2
10562801	34-46-24-W1-02700.00CE	FLAMINGO HARBOUR VILLAS					21441/443	WIDGEON	FORT MYERS B	33931	FLAMINGO HARBOUR VILLAS<CR>AS DESC IN INST 2013000113031<CR>COMMON ELEMENTS
10562802	34-46-24-W1-02702.1441	WILSON WILLIAM SAMUEL JR & BRUCK DEBORAH	68 W INDIAN LN	EAGLEVILLE	PA	19403	21441	WIDGEON	FORT MYERS B	33931	FLAMINGO HARBOUR VILLAS<CR>AS DESC IN INST 2013000113031<CR>UNIT 21441
10562803	34-46-24-W1-02702.1443	KRUSCHE	1840 S TWIN WILLOWS I	NEW BERLIN	WI	53146	21443	WIDGEON	FORT MYERS B	33931	FLAMINGO HARBOUR VILLAS<CR>AS DESC IN INST 2013000113031<CR>UNIT 21443

10



022M0
0010
022L0
0000
022K0
0000
022J0
0000
022I0
0000
022M0
0020
1
00001
0000
2
00006
0000
3
0000
0000
BAY VILLAGE DR
INDIAN BAYOU DR

11

Reviewed for Compliance PERMIT 234477

Town of Fort Myers Beach
Building Department

EXHIBIT E

2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239)765-0909

Approval Letter

BUILD RESPONSIBLY!
GO TO:
https://www.fortmyersbeachfl.gov/DocumentCenter/View/16329/BUILD-RESPONSIBLY

Date: 6/28/24

Permit #: 234477

Address: 21391 WIDGEON TER FORT MYERS BEACH, 33931

Applicant: Big Gator Pools and Spas

Scope of Work: New elevated pool

Review Type	Reviewer	Review Status
Zoning Review	KENDRA ROSA	Reviewed for Compliance
Flood Review	JOE SPECHT	Reviewed for Compliance
Plan Review	JOE SPECHT	Reviewed for Compliance
Stormwater Review	ELI LEE	Reviewed w/ Conditions
Environmental Review	CHADD CHUSTZ	Reviewed w/ Conditions
Public Works Review		Not Required
Beach Water Review		Not Required

Permit Conditions:

ENVIRONMENTAL - COMPLY WITH LIGHTING STANDARDS
All exterior lighting shall comply with Land Development Code Chapter 34, DIVISION 20: Lighting Standards and Chapter 32, ARTICLE V. Sea Turtle Conservation Code.

PREVENT EROSION OFF SITE AND INTO WATERWAYS
Install and maintain best management practices for erosion control and sedimentation throughout construction.

PROTECT NATIVE TREES
Native Trees to be protected in accordance with the Tree Protection Code.

REMOVE ALL DEBRIS FROM SITE
All debris shall be removed BEFORE placing any fill and commencing construction of any new structures.

Please make sure you have the link below saved as a favorite so you can check the address for the CCCL.

STORM WATER - The engineer and homeowner will be held responsible for any flooding caused by water discharge from property, and will be required to address the issue at the discretion of the Town.

Stormwater approved revised drainage plan labeled "DRAIN24-338-01-DRAINAGE-R(ESIGN).pdf"

buildingpermits@fmbgov.com

JOBSITE COPY

Reviewed for Compliance PERMIT 234477

Pool or Spa Application

Job Information:

Owner Name: TODD R PLAISTED Phone # 612-868-7699

Owner Email: todd@plaistedcompanies.com

Owner Mailing Address (if different): 15781 ANDRIE ST NW, RAMSEY, MN 55303

STRAP #: 34-46-24-W1-022M0.0010

Job Address: 21391 WIDGEON TER, FORT MYERS BEACH, FL 33931 Fort Myers Beach, FL 33931 Lee County

Contractor's Information:

Contractor Business Name: BIG GATOR POOLS & SPAS License #: CPC 1459908

Qualifiers Name: KRISTIN RIDDLE Email: OFFICE@BIGGATORPOOLSANDSPAS.COM

Phone# 239-770-8543 Address: 1749 NE 10TH TER, UNIT 6, CAPE CORAL, FL 33909

Scope of work: INSTALLTION OF NEW RESIDENTIAL POOL & STEM WALL

Estimated sqft: 553 Estimated cost value: 150,000 **if over $2500 a NOC is required*

Are you using Private Provider services for Plan Review? NO ■ YES ☐ Inspections? NO ■ YES ☐

Pool Safety Feature (Check One)

☐ Barrier ☒ Alarms ☐ Self- Closing Latching Doors

☐ Pool Cover ☐ Removable Ladder (for above ground pools with a wall height of 48" or greater)

Pool/Spa Type: Fiberglass ☐ Masonry ■ Above Ground, *provide pool dimensions:* _____

House under Construction? ☐ YES ■ NO

Retaining Wall ■ YES ☐ NO

Pool Resurface ☐ YES ■ NO Pool Const. Drawings Mastered ☐ YES ☒ NO

(Pool resurfacing) Provide a drawing of the pool showing the location of all the markings.

Pool Master# _____

PERMIT REQUIREMENTS TO BE SUBMITTED WITH APPLICATION- The following must be included with the application

An electronic set of digitally signed and sealed engineering plans

☐ Engineered plan & details for pool construction, and plumbing and equipment's TDH calculations

☐ One (1) Sealed Boundary Survey showing (**existing conditions**) Per LDC Sec. 34-639.(b)(5)

☐ One (1) site plan clearly showing:

Property dimensions

Pool/deck dimensions and setbacks

Footer details (if applicable)

Pool equipment location and setbacks

Proposed finished elevation above existing grade

Equipment overflow line

Silt Fence

☐ One (1) Stormwater Pollution Protection Plan (SWPPP)

1) Site Plan
2) Narrative detailing best management practices (BMPs) as outlined by the State of Florida Erosion and Sediment Control Designer and Reviewer Manual. Manual Link: https://www.flrules.org/Gateway/reference.asp?No=Ref-04227

You may use a copy of your Boundary survey as a site plan however, you must block out the title block, seal, and any other information as you are not to "write or draw" on a sealed survey*

DRAINAGE REQUIREMENTS TO BE SUBMITTED WITH APPLICATION

☐ Impervious Surface Calculation Sheet: if impervious surface is less than 500 square feet

☐ One (1) Engineered drainage plan if 500 square feet of impervious is created

**Please note, an increase of impervious surface by 500 square feet or more, an as-built inspection shall be performed by the developers engineer or designated representative. The Engineer shall submit a signed and sealed letter of substantial compliance to the Director along with a final inspection request.

☐ Waiver of submittal requirements form- If there is no change or replacement of material and elevations are the same a Waiver of survey requirements can be submitted to the director.

Phone # (239) 765 -0202
BuildingPermits@fmbgov.com

JOBSITE COPY

Rev 02/18/23
Guidelines subject to change without notice.

Reviewed for Compliance PERMIT 234477

DETAILED SCOPE OF WORK WORKSHEET

Provide a detailed description below of any and all work being proposed. Show work location (#1-13) on site plan.

1) Please see detailed engineered drawings & scope of work for pool + spa + wall

2)

3)

4)

5)

6)

7)

8)

9)

10)

11)

12)

13)

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

JOBSITE COPY

Reviewed for Compliance PERMIT 234477

Impervious Surface Calculation Sheet

This calculations sheet is a necessary attachment for all of the Town of Fort Myers Beach building permit applications that involve a change to a properties impervious surfaces. In order to assure compliance with this limit to impervious surfaces in the LDC, an accurate calculation of the amount of impervious surface coverage is needed. A short definition of impervious surface is "any hard surface that prevents or restricts the flow of water into the soil". Examples of imperious surfaces include rooftops, sidewalks, parking lots, patios, pools, roads or any driveway made of asphalt, concrete, gravel or paver blocks. Please complete the following information:

Site Address: 21391 Widgeon Ter **Permit #:** _____

Lot Dimensions: 108.49 x 100 **Total Lot Area (Multiply length x width of Lot):** 10,849

Use the following Table to Calculate Total Impervious Surface Area, (proposed and existing) attach additional sheet if necessary.

Impervious Surface Item	Proposed	Existing	Dimensions	Area (Ft2)
Single Family/Duplex	☐	☑		2691 SF
Addition	☐	☐		
Accessory Building	☐	☐		
Driveway (calculations based site improvements, exclude ROW)	☐	☐		1800 SF
Patio, Deck, Porches (include curbing and any gravel/shell, compacted surfaced areas) Sidewalks or Walkways (include pavers) (Exclude landscape beds)	☐ ☐	☐ ☐	23.9x8.8 21x90 3x40	2220.32 SF *The Pool will be going at the location that is already labeled as having a concrete pad and rock & Shell. Impervious surface should not change.
Recreational Area (basketball court, tennis court, pools, etc.)	☐	☐		
Other	☐	☐		

Impervious Calculation: .61 **Total sq.ft. of impervious surface/** 6711.32 **sq ft. Total Lot Area=** 10849

(must be less than .67)

I verify that the above information is true and accurate to the best of my knowledge and that I have included all existing or proposed impervious surfaces. I understand that providing incorrect information may result in the need to remove impervious surfaces if it is discovered that the maximum coverage has been exceeded or creates an impact to surrounding properties.

Kristin Riddle
Signature of Applicant

Kristin Riddle
Printed Name of Applicant

4/20/2023
Date

JOBSITE COPY

Reviewed for Compliance PERMIT 234477

Qualifier Acknowledgement

This page is required for ALL Building Permit Applications

ACKNOWLEDGEMENT OF TOWN OF FORT MYERS BEACH REGULATIONS BY THE QUALIFIER

NOTICE OF ADDITIONAL RESTRICTIONS: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that maybe found in the public records of this County, and there may be additional permits required from other governmental entities such as the Water Management District, State agencies, or Federal agencies. I acknowledge that any demolition or renovation of an existing structure must comply with Florida Statutes s. 469.003, Florida Building Code, and any other relevant regulations, including state and federal law. I understand that I am responsible for notifying the Department of Environmental Protection in advance of any intentions to remove asbestos, when applicable, in accordance with state and federal law.

WARNING OF WORK IN THE COUNTY RIGHT-OF-WAYS: This permit does not authorize construction or installation of any structure or utility, above or below ground, within any right of way or easement reserved for access, drainage or utility purposes. This restriction specifically prohibits fencing, sprinkler systems, landscaping other than sod, signs, water, sewer, cable and drainage work therein. If such improvements are necessary, a separate permit for that purpose must be obtained from the Building Department.

INSPECTIONS: This permit is void if the first inspection is not made within six (6) months from the date issued or if no inspection has been made for a period of six (6) months from the most recently passed inspection. The permit is void if the zoning classification is violated. Applicant agrees to comply with the sanitary regulations and understands that the proposed structure may not be used or occupied until an approved certificate of occupancy is issued. Applicant further understands that failure to obtain permit or misrepresentation of the improvements is a misdemeanor and upon conviction, applicant can be punished as provided by the law. Failure to comply with the mechanics lien law can result in the property owner paying twice for improvements

NOTICE OF CLEARING RESTRICTIONS: Issuance of a Demolition Permit for a structure does not authorize removal of vegetation beyond the footprint of the structure. A Demo Permit is not a clearing permit.

WORK IN THE SPECIAL FLOOD HAZARD AREA: Be advised that Substantial Damage/Substantial Improvement requirements will apply to structures located in the Special Flood Hazard Area with Finished Floor Elevations below the Base Flood Elevation.

CERTIFICATION: Application is hereby made to obtain a permit to do the work and installations as indicated. I, **THE QUALIFIER,** certify that I have not performed any work or installation prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. The permit or application fee may have additional fees imposed for failing to obtain permits prior to commencement of construction. The permit application or approved permit expires if work is not commenced within 180 days from the date of issuance. I, **THE QUALIFIER** understand that the structure cannot be used or occupied until a certificate of occupancy is issued. By signing this permit application, I, **THE QUALIFIER**, agree that I have been retained by the property owner to provide contracting services for the trade for which I am listed. Furthermore, it is my responsibility to notify the Building Plan Review and Inspection Division should I no longer be **THE QUALIFIER** responsible for providing said contracting services. I, **THE QUALIFIER** , agree that I understand the review and issuing of this permit does not exempt me from complying with all County Codes and Ordinances.

NOTICE OF COMMENCEMENT INFORMATION Per Florida Statutes 713.135 a Notice of Commencement (NOC) is required for construction of improvements totaling more than
$2,500, with certain exceptions. For A/C Repairs or Replacements a notice of commencement is required for improvements more than or equal to $15,000. The applicant shall file with the issuing authority prior to the first inspection either a certified copy of the recorded NOC or a notarized statement that the NOC has been filed for recording, along with a copy thereof. In order to comply with the state requirement, permits will be placed in inspection hold until proof of the NOC is filed with the building permitting and inspection department. The issuing authority shall not perform or approve subsequent inspections until the applicant files by mail, facsimile, hand delivery, email or any other means such
as certified copy with the issuing authority.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

Job Street Address: 21391 Widgeon Ter, Fort Myers Beach, FL 33931

I, Kristin Riddle (Qualifier), hereby certify that all answers to the questions in this registration and any supplementary information attached to and made part of this registration is honest and true.

Kristin Riddle
Typed or printed name of Qualifier

Kristin Riddle
Signature of Qualifier

STATE OF OH COUNTY OF Wood

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ___ online notarization, this 21 day of April, 2023, by Kristin Riddle, ___ who is personally known to me OR ✓ who has produced drivers license as identification.

Notary Public Signature

MELANIE MCCLOSKEY
Notary Public
State of Ohio
My Comm. Expires
October 3, 2027

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

JOBSITE COPY

Reviewed for Compliance PERMIT 234477

Pool or Spa Application

POOL ENCLOSURE AFFIDAVIT

This is to certify that I am applying for a Pool and Deck permit. The enclosure will be a separate permit. However, I understand in accordance with the Zoning Regulations of the Town of Fort Myers Beach Land Development Code, A PERMANENT ENCLOSURE MUST BE IN PLACE AND AN ENCLOSURE PERMIT POSTED PRIOR TO A FINAL INSPECTION AND CERTIFICATE OF COMPLIANCE BEING ISSUED FOR MY PERMIT.

Contractor/ Owner Name: Big Gator Pools & Spas / Kristin Riddle
Project Address: 21391 Widgeon Ter, Fort Myers Beach, FL 33931
Reference/ Building Permit: _____

Residential Pools, Spas, or Water Features in Coastal High Hazard Areas (V Zones)

Pools, spas, or water features located within the areas of special flood hazard are designated as coastal high- hazard areas or **"V" Zones**. These areas have special flood hazards associated with wave wash and scour; therefore, the following additional provisions apply:
FBC R 322.3.3.1 (2017) Pools in Coastal High Hazard areas shall be designed and constructed in conformance with ASCE 24.

The Design Professional must certify that the pool, spa, or water feature including **deck and foundation, either at-grade or elevated,** has been designed and site located to assure that:

- It will not be subject to breaking up or floating out of the ground
- It will not increase wave or debris impact forces during the storm surge water forces of a coastal flood
- It will not increase the damage potential or jeopardize the integrity to the foundation and elevated portion of any nearby.

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

JOBSITE COPY

Reviewed for Compliance PERMIT 234477

SUB-CONTRACTOR CONFIRMATION FORM

Permit # _____ Primary Contractor: Kristin Riddle

Job Site Address: 21391 Widgeon Ter, Fort Myers Beach, FL 33931

The qualifier of each sub-trade (electric, plumbing, mechanical, roofing) performing work under a general contractor must complete this form and email to inspections@fmbgov.com.

Sub- Contractors Information:

Company Name: NCS Electric

Qualifier Name: Jack Schwartz

Address: 1749 Northeast 10th Ter, Units 5, 7, & 8, Cape Coral, FL 33909

License #: EC 13010997

Phone and email: 239-573-3456

Qualifier's Affidavit:

KNOW ALL MEN that I Kristin Riddle do hereby certify that my company is responsible for the (choose one)

◉ Electric ○ Mechanical ○ Plumbing ○ Roofing, on the above-mentioned permit.

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

I, Kristin Riddle (Qualifier), hereby certify that all answers to the questions in this registration and any supplementary information attached to and made part of this registration is honest and true.

Kristin Riddle
Signature of Qualifier

Kristin Riddle
Typed or printed name of Qualifier

STATE OF OH COUNTY OF Wood

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ___online notarization, this 21 day of April, 2023, by Kristin Riddle who is personally known to me OR ✓ who has produced drivers license as identification.

(SEAL)

MELANIE MCCLOSKEY
Notary Public
State of Ohio
My Comm. Expires
October 3, 2027

Notary Public Signature

JOBSITE COPY

Reviewed for Compliance PERMIT 234477

Town of Fort Myers Beach

Stormwater Pollution Protection Plan

(To be submitted with application.)

Permit No: _____
Strap #: 34-46-24-W1-022M0.0010
Job Site Address: 21391 Widgeon Ter, Fort Myers Beach, FL 33931
Project Description: New Residential Pool + Stem Wall
Site Contact Name: Darell Sizemore
Title: Owner
Phone #: 239-770-8543
Email: office@BigGatorPoolsAndSpas.com
Size of construction parcel(sqft): 10,800
Amount of proposed developed area(sqft): 560 SF

Identification of additional water or wetlands:

☐ Gulf ☒ Bay ☐ Canal ☐ Beach ☐ Other(please specify)_____

Identification of where the discharge is going:

☐ Catch basin ☐ Canal ☒ Swale or ditch ☐ Other (please specify)_____

Types of Stormwater and De-watering Erosion controls:

☒ Silt Screens ☐ Hay bales ☐ Berms ☐ Sediment Box ☐ Turbidity Booms/Screens
☐ Other (please specify) _____

**If using a Silt fence, it must be trenched to a depth of 8" below the ground surface.*

Provide a sketch including the following:

1)Silt fence location.
2)Locations of discharge from the site.
3)Narrative detailing best management practices (BMPs) as outlined by the State of Florida Erosion and SedimentControl Designer and Reviewer Manual. Manual Link: https://www.flrules.org/Gateway/reference.asp?No=Ref

Contractor shall contact the Building Department @ inspections@fmbgov.com to request an inspection once the silt fence (or erosion control) is installed.

Stormwater Pollution Protection Plan (SWPPP) Information

Due to the nature of excavation and dewatering activities proposed, the Town recommends Pool Contractors submit a Stormwater Pollution Protection Plan (SWPPP) to mitigate erosion of sediment into the Town's Stormwater system and surrounding surface waters. The SWPPP shall comply with all applicable Federal, State, and Town regulations

Reviewed for Compliance PERMIT 234477

Town of Fort Myers Beach

Stormwater Pollution Protection Plan

(To be submitted with application.)

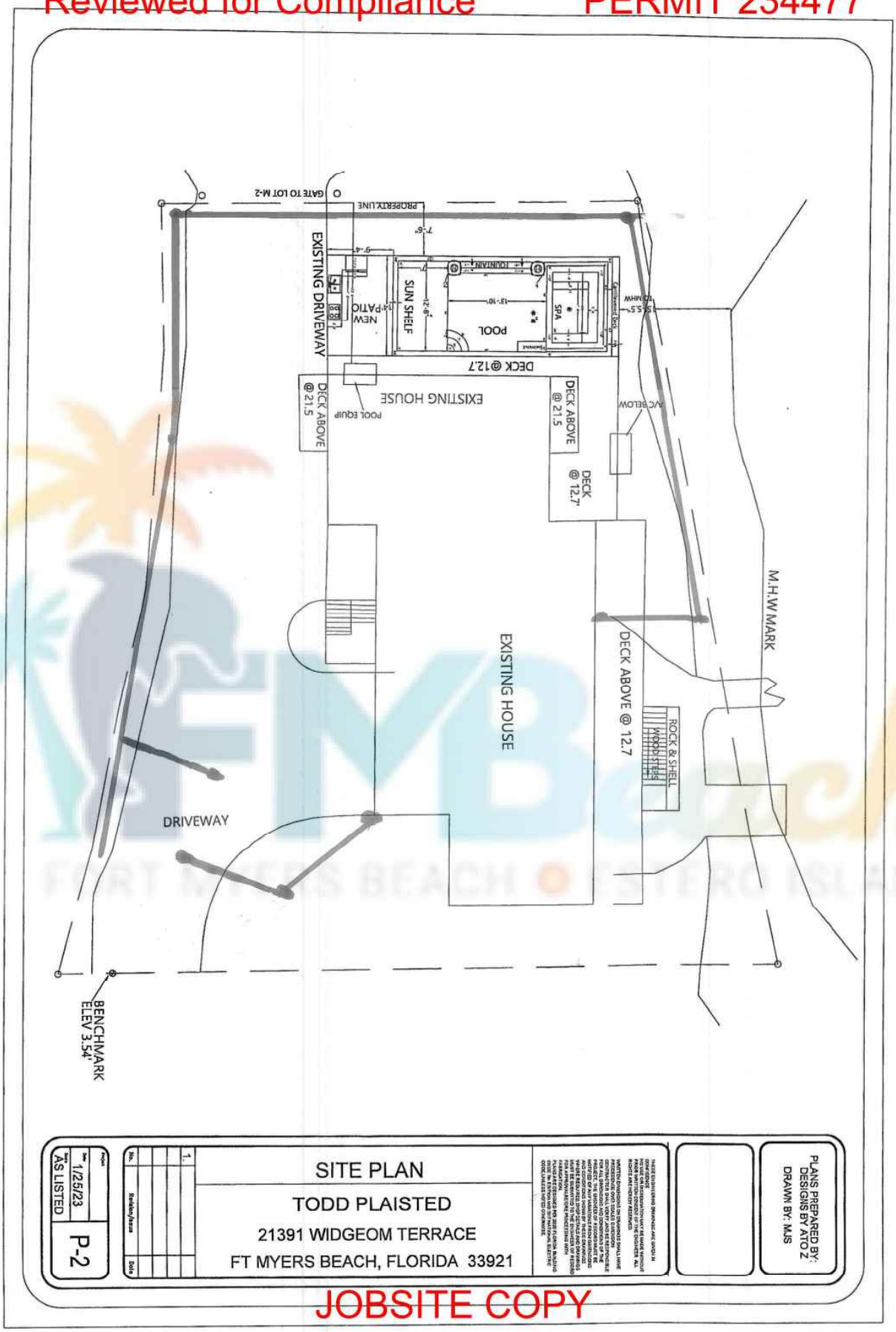
- SITE SKETCH -

See next page

FMBeach
FORT MYERS BEACH • ESTERO ISLAND

JOBSITE COPY

Reviewed for Compliance PERMIT 234477



SITE PLAN

TODD PLAISTED

21391 WIDGEOM TERRACE

FT MYERS BEACH, FLORIDA 33921

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

Scale: AS LISTED
Date: 1/25/23
Page: P-2

JOBSITE COPY

App. No. 0106

Reviewed for Compliance PERMIT 234477

Owner Acknowledgement

This page is required for ALL Building Permit Applications

ACKNOWLEDGEMENT OF TOWN OF FORT MYERS BEACH REGULATIONS BY OWNER OR AUTHORIZED AGENT OF OWNER

NOTICE OF ADDITIONAL RESTRICTIONS: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that maybe found in the public records of this County, and there may be additional permits required from other governmental entities such as the Water Management District, State agencies, or Federal agencies. I acknowledge that any demolition or renovation of an existing structure must comply with Florida Statutes s. 469.003, Florida Building Code, and any other relevant regulations, including state and federal law. I understand that I am responsible for notifying the Department of Environmental Protection in advance of any intentions to remove asbestos, when applicable, in accordance with state and federal law.

WARNING OF WORK IN THE COUNTY RIGHT-OF-WAYS: This permit does not authorize construction or installation of any structure or utility, above or below ground, within any right of way or easement reserved for access, drainage or utility purposes. This restriction specifically prohibits fencing, sprinkler systems, landscaping other than sod, signs, water, sewer, cable and drainage work therein. If such improvements are necessary, a separate permit for that purpose must be obtained from the Building Department.

INSPECTIONS: This permit is void if the first inspection is not made within six (6) months from the date issued or if no inspection has been made for a period of six (6) months from the most recently passed inspection. The permit is void if the zoning classification is violated. Applicant agrees to comply with the sanitary regulations and understands that the proposed structure may not be used or occupied until an approved certificate of occupancy is issued. Applicant further understands that failure to obtain permit or misrepresentation of the improvements is a misdemeanor and upon conviction, applicant can be punished as provided by the law. Failure to comply with the mechanics lien law can result in the property owner paying twice for improvements

NOTICE OF CLEARING RESTRICTIONS: Issuance of a Demolition Permit for a structure does not authorize removal of vegetation beyond the footprint of the structure. A Demo Permit is not a clearing permit.

WORK IN THE SPECIAL FLOOD HAZARD AREA: Be advised that Substantial Damage/Substantial Improvement requirements will apply to structures located in the Special Flood Hazard Area with Finished Floor Elevations below the Base Flood Elevation.

CERTIFICATION: Application is hereby made to obtain a permit to do the work and installations as indicated. I, THE OWNER OR AUTHORIZED AGENT OF OWNER, certify that I have not performed any work or installation prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. The permit or application fee may have additional fees imposed for failing to obtain permits prior to commencement of construction. The permit application or approved permit expires if work is not commenced within 180 days from the date of issuance. I, THE OWNER OR AUTHORIZED AGENT OF OWNER understand that the structure cannot be used or occupied until a certificate of occupancy is issued. By signing this permit application, I, THE OWNER OR AUTHORIZED AGENT OF OWNER, agree that I have been retained by the property owner to provide contracting services for the trade for which I am listed. Furthermore, it is my responsibility to notify the Building Plan Review and Inspection Division should I no longer be THE OWNER OR AUTHORIZED AGENT OF OWNER responsible for providing said contracting services. I, THE OWNER OR AUTHORIZED AGENT OF OWNER, agree that I understand the review and issuing of this permit does not exempt me from complying with all State and local County Codes and Ordinances.

NOTICE OF COMMENCEMENT INFORMATION Per Florida Statutes 713.135 a Notice of Commencement (NOC) is required for construction of improvements totaling more than $2,500, with certain exceptions. For A/C Repairs or Replacements a notice of commencement is required for improvements more than or equal to $15,000. The applicant shall file with the issuing authority prior to the first inspection either a certified copy of the recorded NOC or a notarized statement that the NOC has been filed for recording, along with a copy thereof. In order to comply with the state requirement, permits will be placed in inspection hold until proof of the NOC is filed with the building permitting and inspection department. The issuing authority shall not perform or approve subsequent inspections until the applicant files by mail, facsimile, hand delivery, email or any other means such as certified copy with the issuing authority.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

Job Street Address: 21391 Widgeon Ter, Fort Myers Beach, FL 33931

Signature of Property Owner

Todd Plaisted

Typed or printed name of Property Owner

STATE OF Florida COUNTY OF LEE

The foregoing instrument was certified and subscribed before me by means of ✔ physical presence

OR ____ online notarization, this 13th day of JUNE, 2023, by _____

✔ who is personally known to me OR ____ who has produced _____ as identification.

Notary Public Signature

Notary Public State of Florida
David A Ward
My Commission HH 321902
Expires 10/14/2026

If An Owner Agent is Being Named, Please complete below

I, Todd Plaisted (Property Owner), hereby certify that KRISTEN RIDDLE - contractor is my authorized AUTHORIZED AGENT/representative of the property described herein. All answers to the questions in this registration and any supplementary information attached to and made part of this registration is honest and true.

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

JOBSITE COPY

Reviewed for Compliance PERMIT 234477

Pool or Spa Application

RESIDENTIAL SWIMMING POOL SPA AND HOT TUB SAFETY ACT REQUIREMENT

PERMIT# _____

ADDRESS: 21391 Widgeon Ter. Fort Myers Beach, FL 33931

I, Kristin Riddle, License # CPC 1459908
(Please print contractor's Name)

Hereby affirm that one of the following methods will be used to meet the requirements of Chapter 515, Florida Statutes.

☐ The pool will be isolated from access to the home by an enclosure that meets the pool barrier requirements of Florida Statute, Section 515.29.

☐ The pool will be equipped with an approved safety pool cover that complies with ASTM F1346-91 (Standard Performance Specifications for Safety Covers for Swimming Pools, Spas, and Hot Tubs).

☐ All doors and windows providing direct access from the home to the pool will be equipped with an exit alarm that has a minimum sound pressure rating of 85 decibels at 10 feet; ALL ALARMS MUST BE PERMANENTLY ATTACHED (BY BEING SCREWED IN) TO ALL WINDOWS AND DOORS LEADING TO POOL AREA.

☐ All doors providing direct access from the home to the pool will be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54" above the floor or deck.

☒ A swimming pool alarm that, when placed in a pool, sounds an alarm upon detection of an accidental or unauthorized entrance into the water. Such pool alarm must meet and be independently certified to ASTM Standard F2208, titled "Standard Safety Specification for Residential Pool Alarms." Which includes surface motion, pressure, sonar, laser, and infrared alarms.

********** IN ADDITION **********

I understand that a barrier must be placed around the perimeter of the pool and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, is being used as part of the barrier, and meets the barrier requirements of this section. I also understand that not having one of the above installed at time of final inspection will constitute a violation of Chapter 515 F.S.

I understand that not having one of the above installed before filling the pool with water, will constitute a violation of Chapter 515 F.S

Kristin Riddle — Contractor's Signature

Owner's Signature

Kristin Riddle — Contractor's Name (Please Print)

Todd Plaisted — Owner's Name (Please Print)

Town of Fort Myers Beach
2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone # (239) 765 -0202
Buildingpermits@fmbgov.com

Rev 02/18/23
Guidelines subject to change without notice.

JOBSITE COPY

Kevin C. Karnes, Lee County Clerk of Circuit Court
INSTR. # 2023000206388 Doc Type NOC, Pages 1, Recorded 6/13/2023 at 10:33 AM, Deputy Clerk SSTILIS ERECORD
Rec Fees: $10.00

Appeal Bates #13

Reviewed for Compliance PERMIT 234477

NOTICE OF COMMENCEMENT

Permit No. _____
Tax Folio No. 10230971
State of FL
County of LEE

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property**: (legal description of property and street address if available).
21391 WIDGEON TER, FORT MYERS BEACH, FL 33931; STRAP: 34-46-24-W1-022M0.0010; FLAMINGO HARBOUR CONDO CONDO PLAT 7 PG 104 UNIT M-1

2. **General description of improvement**:
INSTALLATION OF NEW RESIDENTIAL POOL AND STEM WALL

3. **Owner information**:
Name TODD R PLAISTED
Address 15781 ANDRIE ST NW, RAMSEYY, MN 55303
Phone 62-868-7699 Fax _____
Interest in property OWNER
Name and address of fee simple titleholder (if other than Owner)

4. **Contractor**:
Name BIG GATOR POOLS AND SPAS
Address 1749 NE 10TH TER, UNIT 6, CAPE CORAL, FL 33909
Phone 239-770-8543 Fax _____

5. **Surety**:
Name _____
Address _____
Amount of bond: $ _____ Phone _____ Fax _____

6. **Lender**:
Name _____
Address _____
Phone _____ Fax _____

7. **Persons within the State of Florida designated by Owner** upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:
Name _____
Address _____
Phone _____ Fax _____

8. **In addition to himself or herself, Owner designates** the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.
Name _____
Address _____
Phone _____ Fax _____

9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY, A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Todd Plaisted — owner

(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Office/Director/Partner/Manager) (Signatory's Title/Office)

STATE OF Minnesota COUNTY OF Sherburne

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ___ online notarization, this 23rd day of May, 2023 by Todd Plaisted, ___ who is personally known to me OR ✓ who has produced _____ as identification.

Michelle Sue Nilson
Notary Public
Minnesota
My Commission Expires January 31, 2024

Notary Public Signature

Town of Fort Myers Beach
2525 Estero Blvd, Fort Myers Beach, FL 33931
Phone: 239-765-0202 buildingpermits@fmbgov.com

JOBSITE COPY

App. No. 0109

Reviewed for Compliance

PERMIT 234477

PAGE 1 OF 1

SCALE: 1"=30'

TYPE OF SURVEY:
- ☐ BOUNDARY
- ☐ ALTA/NSPS
- ■ CONSTRUCTION
- ■ TOPOGRAPHIC
- ☐ CONDOMINIUM
- ☐ SPECIAL PURPOSE

PRINTING INSTRUCTIONS

WHEN PRINTING THIS PDF IN ADOBE, SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING. DO NOT USE "FIT".

ABBREVIATION LEGEND
(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

A OR AL = ARC LENGTH	P = PLAT
CO = CLEANOUT	PC = POINT OF CURVE
CA = CENTRAL ANGLE	PCC = POINT OF COMPOUND CURVE
CATV = CABLE TV RISER	PH = POOL HEATER
CF = CALCULATED FROM FIELD	PI = POINT OF INTERSECTION
CH = CHORD DISTANCE	POB = POINT OF BEGINNING
CONC. = CONCRETE	POC = POINT OF COMMENCEMENT
CR = CALCULATED FROM RECORD	PP = POOL PUMP
DE = DRAINAGE EASEMENT	PRC = POINT OF REVERSE CURVE
EL OR ELEV = ELEVATION	PT = POINT OF TANGENCY
EM = ELECTRIC METER	QTR = QUARTER
F.F.E. = FINISHED FLOOR ELEV.	R = RADIUS
FIR = FOUND IRON ROD	RNG = RANGE
FN = FOUND NAIL	SEC = SECTION
FND = FOUND	TR = TELEPHONE RISER
G.F.F = GARAGE FINISHED FLOOR	TWP = TOWNSHIP
L = LEGAL DESCRIPTION	UE = UTILITY EASEMENT
M = MEASURED	UP = UTILITY POLE
OHC = OVERHEAD CABLE	WM = WATER METER
	WV = WATER VALVE

SYMBOLS - NOT-TO-SCALE
(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

- = UTILITY POLE
- = LIGHT POLE
- = CATCH BASIN
- = FIRE HYDRANT
- = MANHOLE
- = WATER VALVE
- WM = WATER METER
- = HANDICAP PARKING SPACE
- = SEC. QTR. CORNER
- = SECTION CORNER
- W = WELL
- ℄ = CENTER LINE
- ℘ = PARTY WALL
- AC = AIR CONDITIONER
- SD = SEPTIC LID
- x = ELEV. SHOT

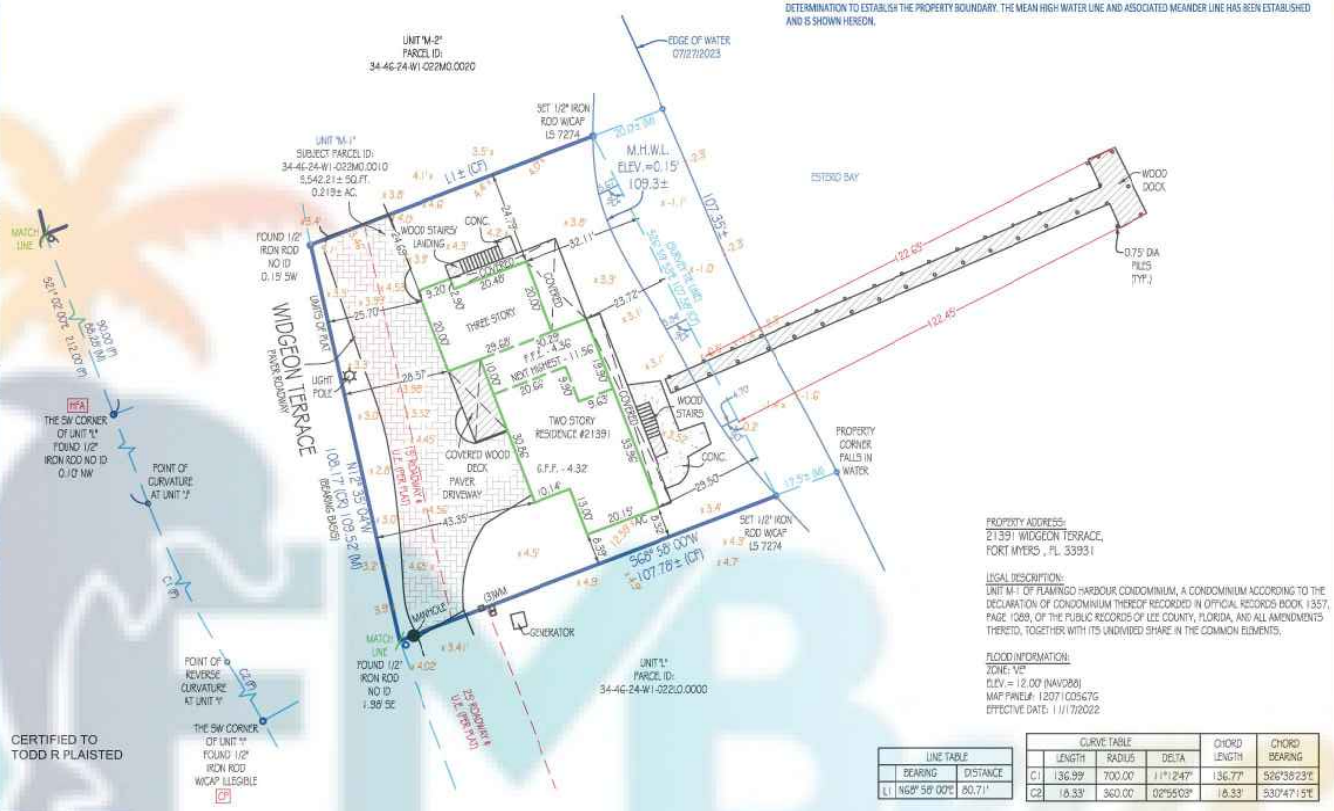
CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

SIGNATURE _____ DATE: 8-24-2023

PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

4. RECORD DATA INDICATES OWNERSHIP TO THE EDGE OF WATER. ESTERO BAY IS TIDALLY INFLUENCED AND REQUIRES A MEAN HIGH WATER DETERMINATION TO ESTABLISH THE PROPERTY BOUNDARY. THE MEAN HIGH WATER LINE AND ASSOCIATED MEANDER LINE HAS BEEN ESTABLISHED AND IS SHOWN HEREON.



CERTIFIED TO
TODD R. PLAISTED

LINE TABLE		
	BEARING	DISTANCE
L1	N68° 58' 00"E	80.71'

CURVE TABLE				CHORD LENGTH	CHORD BEARING
	LENGTH	RADIUS	DELTA		
C1	136.99'	700.00'	11°12'47"	136.77'	S26°38'23"E
C2	18.33'	360.00'	02°55'03"	18.33'	S30°47'15"E

PROPERTY ADDRESS:
21391 WIDGEON TERRACE,
FORT MYERS, FL. 33931

LEGAL DESCRIPTION:
UNIT M-1 OF FLAMINGO HARBOUR CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 1088, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ALL AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

FLOOD INFORMATION:
ZONE: VE*
ELEV. = 12.00' (NAVD88)
MAP PANEL#: 12071C0567G
EFFECTIVE DATE: 11/17/2022

Aerial Photograph
May not show latest improvements. Not-to-scale.



GENERAL NOTES:
1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2. AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY", IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFINANCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
3. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
4. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
5. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
6. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ABOVE.
7. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
8. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 2 BUSINESS WEEKS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) #7274.

BEARING REFERENCE:
CENTER LINE OF 93rd AVENUE AS N 88°46'09" W
AS REFERENCED IN SUBJECT PROPERTY LEGAL DESCRIPTION.
ALL BEARINGS SHOWN HEREON REFERENCED THERETO.

Job Number : 179798-SW	Field: K.A.
Drawn By: E.I.	Date of Field Work : 07/28/2023

PURPOSE OF SURVEY: PROPERTY IMPROVEMENTS-OTHER

REVISIONS	
UPDATE - E.I. - 08/23/2023	

LINETYPES:
- BOUNDARY
- EASEMENT
- WOOD FENCE
- OVERHEAD CABLE
- BUILDING
- CHAIN LINK FENCE
- PLASTIC FENCE

Elevations, if shown:
Benchmark: DN3725
Benchmark Elev.: 3.27'
Benchmark Datum: NAVD 88
Elevations on Drawing are In:
N.G.V.D.29 ☐ N.A.V.D.88 ■

"CP" = CONTROLLING POINT (POINT OF ROTATION) "HFA" = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.
- 15' ROADWAY AND UTILITY EASEMENT ALONG WESTERLY BOUNDARY LINE OF SUBJECT LOT.
- PAVER DRIVEWAY EXTENDS THROUGH THE WESTERLY EASEMENT.
- PAVER DRIVEWAY CROSSES THE BOUNDARY LINE ON NORTHERLY AND SOUTHERLY SIDES OF LOT AS SHOWN.
- WOOD DOCK CROSSES THE BOUNDARY LINE ON EASTERLY SIDE OF LOT AS SHOWN.

This survey has been issued by the following Landtec Surveying office:
700 W. Hillsboro Blvd. Suite 4-100
Deerfield Beach, FL 33441
Office: (561) 367-3587 Fax: (561) 465-3145
www.LandtecSurvey.com

LANDTEC SURVEYING and Sign
LICENSED BUSINESS No. 8507

JOBSITE COPY

Appeal Bates #14

App. No. 0110

Reviewed for Compliance

PERMIT 234477

21391 WIDGEON TERRACE
FORT MYERS BEACH





SITE LOCATION





PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

A 0.1

MICHAEL D. STEWART, PE
FLA REG. #72459

JOBSITE COPY

Appeal Bates #15

App. No. 0111

Reviewed for Compliance

PERMIT 234477

DRAINAGE SHEET NOTES:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY APPROPRIATE EROSION CONTROL DEVICES SHALL BE INSTALLED TO CONTROL AND REDUCE SOIL EROSION AND SEDIMENT TRANPORT TO OFFSITE AREAS. THE CONTRACTOR SHALL MAINTAIN THESE DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEVICES SHALL REMAIN IN PLACE UNTIL THE SURROUNDING AREAS ARE ESTABLISHED.
2. CONSTRUCTION ACTIVITIES SHALL ENSURE THAT SURFACE WATER RUNOFF DURING CONSTRUCTION SHALL NOT BE GREATER THAN THAT OF THE SURFACE WATER RUNOFF DURING PRE-CONSTRUCTION CONDITIONS.
3. FINAL LOT GRADING SHALL BE SUCH THAT SURFACE WATER RUNOFF IS DIRECTED INTO EXISTING ADJACENT DRAINAGE CONVEYANCES. HISTORICAL RUNOFF PATERN SHALL BE MAINTAINED.

NOTE:
SCOPE OF WORK IS LIMITED TO DOOR REPLACEMENTS, STAIR RECONSTRUCTION, DECK EXTENSION AND THE ADDITION OF A POOL/POOL DECK. THE PROPOSED SCOPE ADDS 547 SF OF IMPERVIOUS AREA TO THE SITE. THIS IS ALL WITHIN THE BUILDING COVERAGE REQUIREMENTS, AND SHALL NOT SIGNIFICANTLY ALTER OR IMPACT HISTORICAL DRAINAGE PATTENS IN THE AREA.

FLOOD ZONE INFORMATION

ZONE: VE
BASE FLOOD ELEVATION: 12.0' NAVD
DESIGN FLOOD ELEVATION: 13.0' NAVD

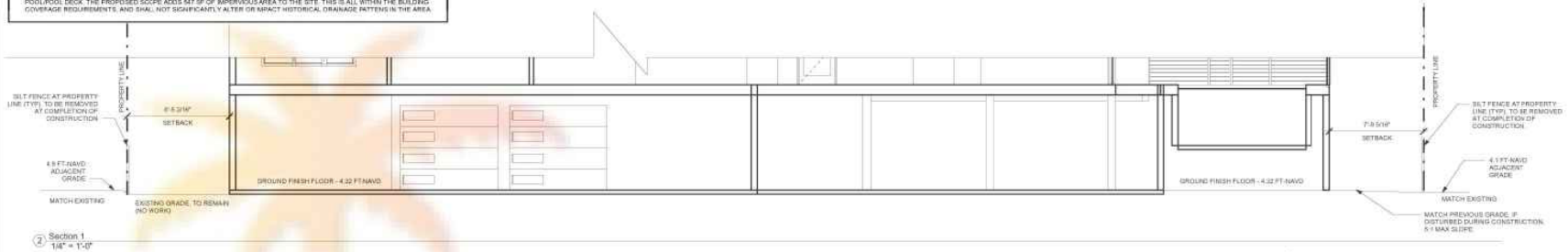
LEGAL DISCRIPTION

UNIT M-1 OF FLAMINGO HARBOUR CONDOMINIUM, A CONDOMINIUM ACCORDING OT THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 1998, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ALL AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

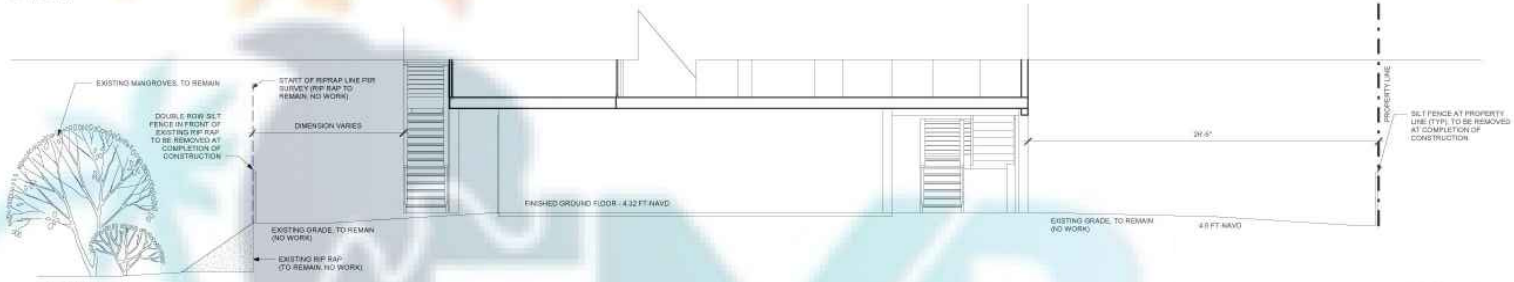
STREET ADDRESS
21391 WIDGEON TERRACE,
FORT MYERS BEACH, FL

BUILDING COVERAGE CALCULATIONS

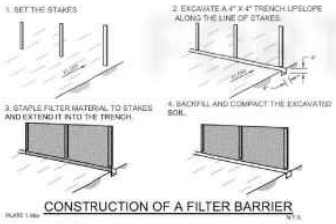
		TOTAL LOT AREA	%	REMARKS
TOTAL		9540.96	100%	TOTAL LOT AREA PER SURVEY
BUILDING COVERAGE		3445	36%	
MAX ALLOWED		3816.39	40%	



2 Section 1
1/4" = 1'-0"



3 Section 2
1/4" = 1'-0"



CONSTRUCTION OF A FILTER BARRIER

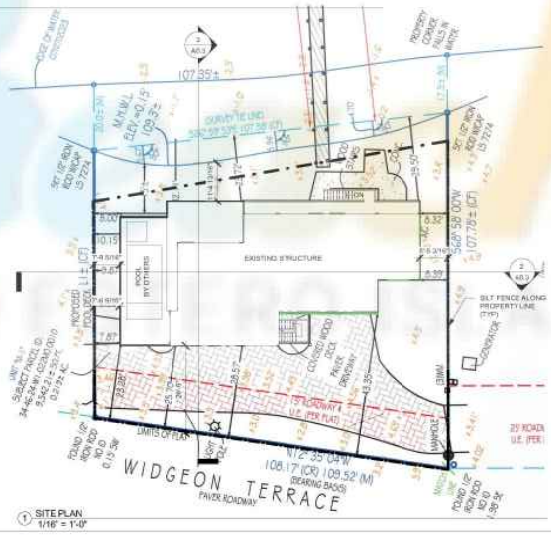
IMPERVIOUS CALCULATIONS

	EXISTING (SF)	%	PROPOSED (SF)	%
TOTAL PERVIOUS	4054.33	42.49	3907.41	36.79
TOTAL IMPERVIOUS	5486.63	57.51	6033.55	63.24
TOTAL LOT	9540.96	100	9540.96	100

NOTE:
IMPERVIOUS CALCULATIONS ARE PER INFORMATION PROVIDED BY THE SURVEYOR. A BUILDING COVERAGE CALCULATION HAS ALSO BEEN PROVIDED.

NOTE:
SITE PLAN DOES NOT CONSTITUTE A SURVEY. A LICENSED SURVEYOR SHALL SET ALL CORNER PINS AND VERIFY FINISHED FLOOR ELEVATION PRIOR TO CONSTRUCTION.

FINISH FLOOR ELEVATION (NAVD) (MINIMUM IS FLOOR + 12" OR 18" ABOVE CROWN OF THE ROAD.) PER SURVEY BY OTHERS.



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

JOBSITE COPY



PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

[PROJECT ADDRESS]
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

[DRAWN BY] [TYR S HUS]

[SHEET NAME]
[SHEET NUMBER]
A
0.2

MICHAEL D. STEWART, PE
FLA REG. #72459
5330 SW 11th CT
Cape Coral, FL
Cell: (239) 292-1670
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

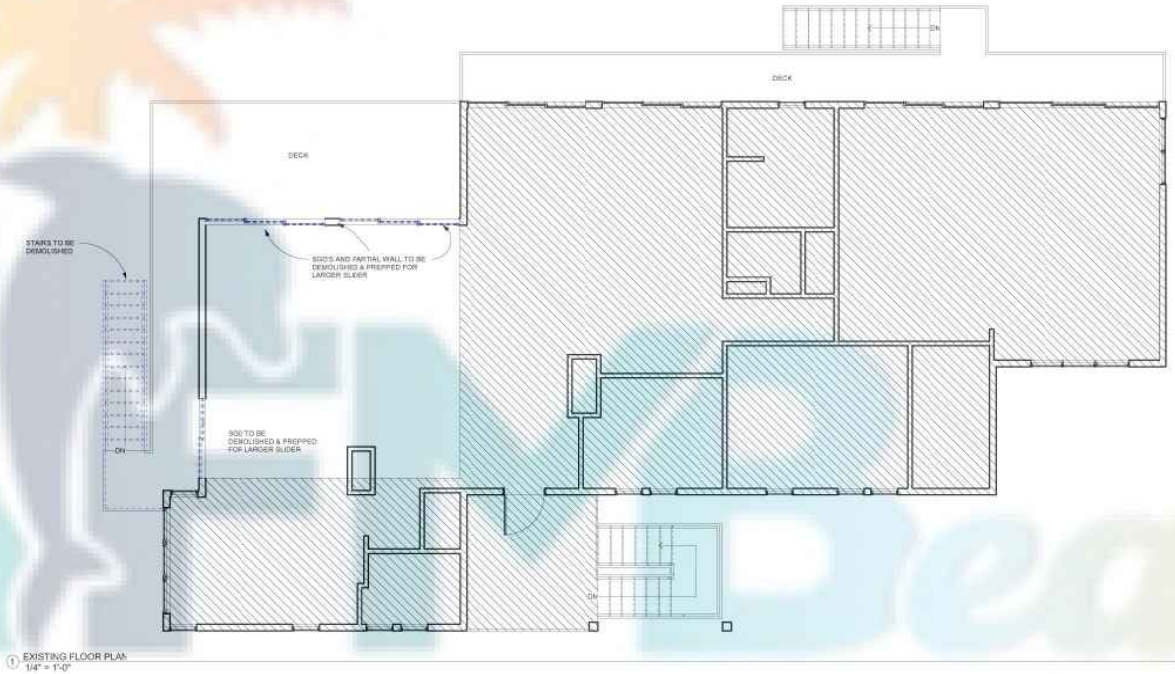
Appeal Bates #16

App. No. 0112

Reviewed for Compliance

PERMIT 234477





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

JOBSITE COPY

PERMIT: 2024.04.03

Appeal Bates #17

PROJECT INFORMATION

Private Residence

[PROJECT ADDRESS]
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

[DRAWN BY]

[SHEET NAME]

[SHEET NUMBER]

A 1.0

MICHAEL D. STEWART, PE
FLA REG. #72459

App. No. 0113

Reviewed for Compliance

PERMIT 234477

FLOOR PLAN GENERAL NOTES:

GENERAL:
VERIFY FLOOR ELEVATIONS W/ FLOOD REQUIREMENTS.

ALL EXTERIOR WINDOWS & DOORS ARE DIMENSIONED TO CENTER LINE U.N.O.

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

PROVIDE METAL THRESHOLD (MT) AT DOORS LEADING TO THE GARAGE, ELEVATOR DOOR AND ALL EXTERIOR DOORS. TYP. U.N.O.

COORDINATE ATTIC ACCESS LOCATIONS W/ FINAL TRUSS LAYOUT.

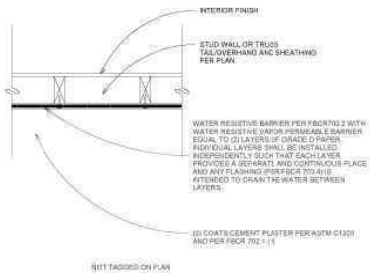
SEE STRUCTURAL DRAWINGS FOR ALL LOAD BEARING WALL, COLUMN AND FILLED CELL LOCATIONS.

EXTEND POURED SLAB EDGE @ DOORS 1 1/2" TYP. BEYOND STEM WALL.

FOR WALLS THAT ABUT NON-CONDITIONED SPACE USE "DENSARMOR"
FOR WALLS THAT ARE IN DIRECT CONTACT WITH WET AREAS, USE "DENSARMOR PLUS".
FOR WALLS AND CEILING AT A TUB/SHOWER USE CEMENT BOARD SHEATHING W/ TILE FINISH SELECTED BY THE OWNER.

DOOR SCHEDULE

Mark	Height	Width	Function	Type	Pressures (+/-)	FLA #
1	8' - 8"	16' - 0"	Exterior	19066 SOD	-40.43/47.87	251.4
2	8' - 8"	16' - 0"	Exterior	19066 SOD	-40.43/47.87	251.4

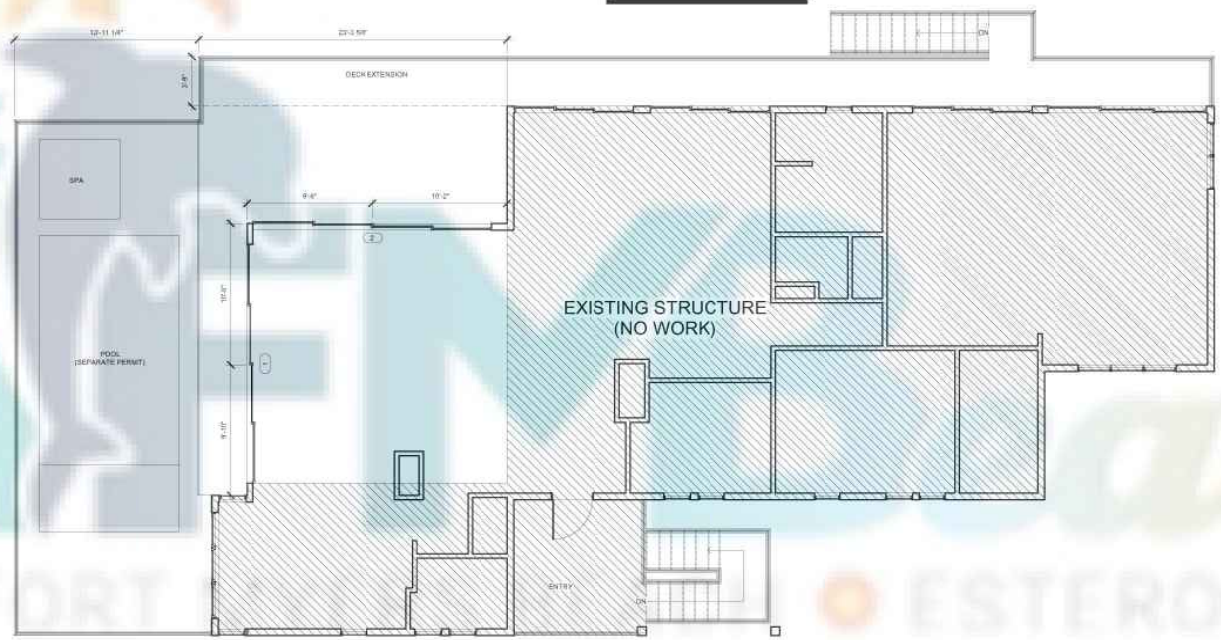


NOT TO SCALE

3 WATER RESISTIVE BARRIER DETAIL
1/2" = 1'-0"

EXISTING AREA CALCULATIONS:	
A/C LIVING AREA 1ST FLOOR:	1464 SF
A/C LIVING AREA 2ND FLOOR:	400 SF
GARAGE:	964 SF
DECK:	615 SF
ENTRY:	180 SF
TOTAL UNDER ROOF	2723 SF

AREA CALCULATIONS:	
A/C LIVING AREA 1ST FLOOR:	1464 SF
A/C LIVING AREA 2ND FLOOR:	400 SF
DECK ADDITION TOTAL:	**351 SF**
GARAGE:	964 SF
TOTAL DECK:	966 SF
ENTRY:	180 SF
TOTAL UNDER ROOF	4074 SF



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

PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) TYN B HUS

(SHEET NAME)
(SHEET NUMBER)

A
1.1

MICHAEL D. STEWART, PE
FLA REG. #72459
5330 NW 11th CT
Cape Coral, FL
Cell: (239)-240-1670
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477

ELEVATION TYPICAL NOTES:

ROOF NOTE:
- SEE ROOF PLAN FOR GENERAL ROOF NOTES AND ROOF MATERIAL SELECTION NOTES.

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



② FRONT ELEVATION
1/4" = 1'-0"



③ LEFT ELEVATION
1/4" = 1'-0"

JOBSITE COPY



PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

[PROJECT ADDRESS]
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

[DRAWN BY]

[SHEET NAME]

[SHEET NUMBER]

A 2.0

MICHAEL D. STEWART, PE
FLA REG. #72459

Appeal Bates #19

App. No. 0115

Reviewed for Compliance

PERMIT 234477

ELEVATION TYPICAL NOTES:

ROOF NOTE:
SEE ROOF PLAN FOR GENERAL ROOF NOTES AND ROOF MATERIAL SELECTION NOTES.
TYPICAL ARCHITECTURAL NOTES:
-VERIFY ALL STRUCTURAL ELEMENTS WITH STRUCTURAL ENGINEER
-COORDINATE ALL INTERIOR WALL SOFFITS AND CEILING TREATMENTS WITH OWNER.
-ROOF AND BEARING HEIGHTS ARE SHOWN RELATIVE TO A REFERENCE ELEVATION BASED ON TOP OF SLAB U.N.O.
-ALL HANDRAILS AND GUARD RAILS TO BE 36" AFF U.N.O. W/ ALL ELEMENTS SPACED SO AS TO NOT ALLOW THE PASSAGE OF A 4" SPHERE. PROVIDE TOE RAILING AS REQ'D. MAX 2" A.F.F. COORD. FINAL MATERIAL, DESIGN, AND FINISH WITH OWNER. HANDRAILS AND GUARDS MUST COMPLY WITH THE REQUIREMENTS OF THE FBC 2021 7th EDITION.



2 REAR ELEVATION
1/4" = 1'-0"



3 RIGHT ELEVATION
1/4" = 1'-0"

JOBSITE COPY



PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

[PROJECT ADDRESS]
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

[DRAWN BY]

[SHEET NAME]

[SHEET NUMBER]
A 2.1

MICHAEL D. STEWART, PE
FLA REG. #72459
5330 SW 11th CT
Cape Coral, FL
Cell: (239) 292-1670
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

Appeal Bates #20

App. No. 0116

Reviewed for Compliance

PERMIT 234477





PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) TYN B HUS

(SHEET NAME)
(SHEET NUMBER)

R
1.0

MICHAEL D. STEWART, PE
FLA REG. #72459
5330 NW 11th CT
Cape Coral, FL
Cell: (239)-292-1670
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477





PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

R
1.1

MICHAEL D. STEWART, PE
FLA REG. #72459

JOBSITE COPY

Appeal Bates #22

Reviewed for Compliance

PERMIT 234477





PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) TYN B HUS

(SHEET NAME)
(SHEET NUMBER)

R
1.2

MICHAEL D. STEWART, PE
FLA REG. #72459
5330 NW 11th CT
Cape Coral, FL
Cell: (219) 210-1670
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

FORT MYERS BEACH ESTERO ISLAND

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477





PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) TYN B HUS

(SHEET NAME)
(SHEET NUMBER)

R
1.3

MICHAEL D. STEWART, PE
FLA REG. #72459
5330 NW 11th CT
Cape Coral, FL
Cell: (239)-250-7670
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477

21391 WIDGEON TERRACE
FORT MYERS BEACH

SCOPE OF PROJECT:

CONCEPT ELEVATIONS FOR EXTERIOR SIDING RENOOVATIONS
CONCEPT ELEVATIONS FOR POOL AND DECK STRUCTURE (STRUCTURAL POOL & DECK PERMIT DRAWINGS BY OTHERS)
CONCEPT ELEVATIONS FOR SCREEN CADE ADDITION (SCREEN CAGE PERMIT DRAWINGS BY OTHERS)
DRAINAGE PLAN ENGINEERING FOR THE ABOVE REFERENCED SCOPE
ENLARGING (2) SLIDING GLASS DOOR OPENINGS - SEE STRUCTURAL.



SITE LOCATION



JOBSITE COPY



PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25

PROJECT INFORMATION

Private Residence

21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

A 0.1

MICHAEL D. STEWART, PE
FLA REG. #72459

Appeal Bates #25

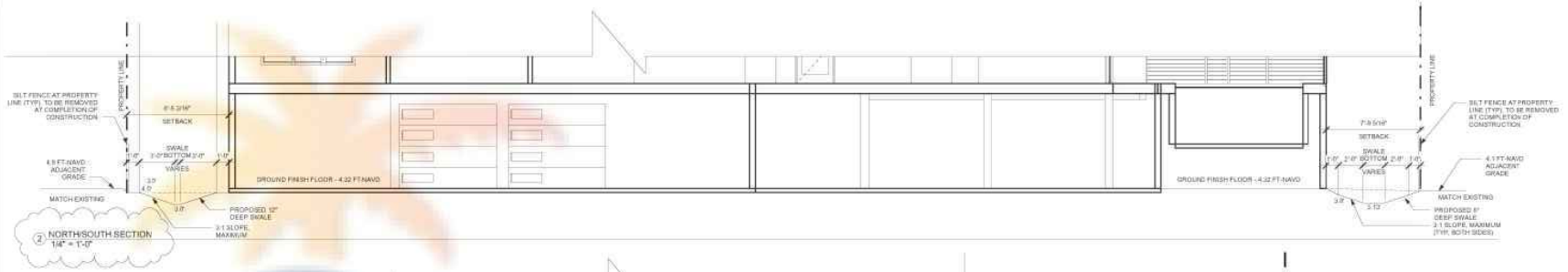
App. No. 0121

Reviewed for Compliance

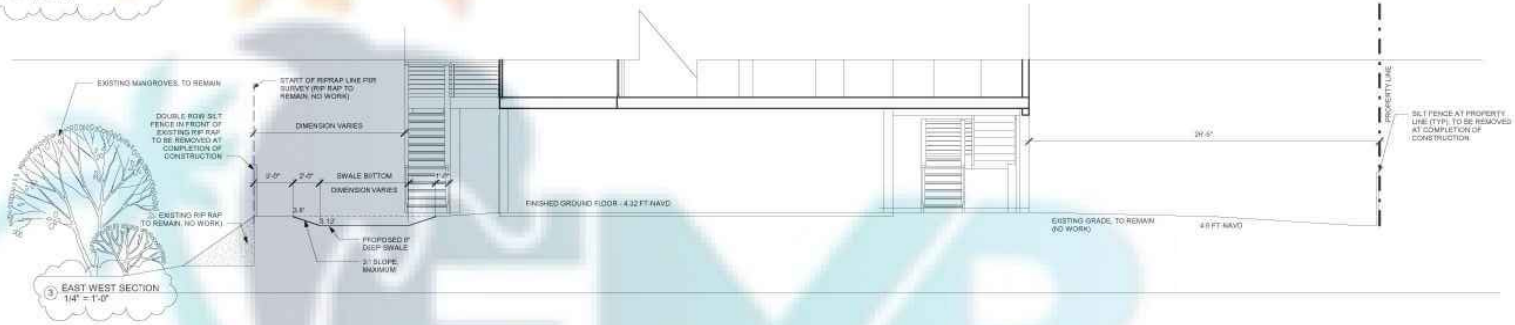
PERMIT P34477

DRAINAGE SHEET NOTES:

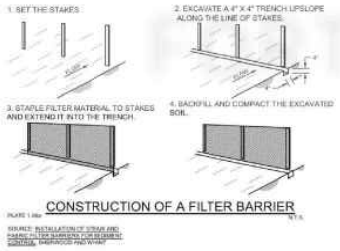
1. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY APPROPRIATE EROSION CONTROL DEVICES SHALL BE INSTALLED TO CONTROL AND REDUCE SOIL EROSION AND SEDIMENT TRANPORT TO OFFSITE AREAS. THE CONTRACTOR SHALL MAINTAIN THESE DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEVICES SHALL REMAIN IN PLACE UNTIL THE SURROUNDING AREAS ARE ESTABLISHED.
2. CONSTRUCTION ACTIVITIES SHALL ENSURE THAT SURFACE WATER RUNOFF DURING CONSTRUCTION SHALL NOT BE GREATER THAN THAT OF THE SURFACE WATER RUNOFF DURING PRE-CONSTRUCTION CONDITIONS.
3. FINAL LOT GRADING SHALL BE SUCH THAT SURFACE WATER RUNOFF IS DIRECTED INTO EXISTING ADJACENT DRAINAGE CONVEYANCES. HISTORICAL RUNOFF PATERN SHALL BE MAINTAINED.



2 NORTH/SOUTH SECTION
1/4" = 1'-0"



3 EAST WEST SECTION
1/4" = 1'-0"



CONSTRUCTION OF A FILTER BARRIER



PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25

PROJECT INFORMATION

Private Residence

[PROJECT ADDRESS]
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

[DRAWN BY] [TYP. B INIS.]

[SHEET NAME]
[SHEET NUMBER]

A
0.2

MICHAEL D. STEWART, PE
FLA REG. #72459

Cell: (239) 292-1670
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

FMBeach
FORT MYERS BEACH • ESTERO ISLAND

Appeal Bates #26

App. No. 0122

Reviewed for Compliance

PERMIT 234477

DRAINAGE SHEET NOTES:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY APPROPRIATE EROSION CONTROL DEVICES SHALL BE INSTALLED TO CONTROL AND REDUCE SOIL EROSION AND SEDIMENT TRANPORT TO OFFSITE AREAS. THE CONTRACTOR SHALL MAINTAIN THESE DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEVICES SHALL REMAIN IN PLACE UNTIL THE SURROUNDING AREAS ARE ESTABLISHED.
2. CONSTRUCTION ACTIVITIES SHALL ENSURE THAT SURFACE WATER RUNOFF DURING CONSTRUCTION SHALL NOT BE GREATER THAN THAT OF THE SURFACE WATER RUNOFF DURING PRE-CONSTRUCTION CONDITIONS.
3. FINAL LOT GRADING SHALL BE SUCH THAT SURFACE WATER RUNOFF IS DIRECTED INTO EXISTING ADJACENT DRAINAGE CONVEYANCES. HISTORICAL RUNOFF PATERN SHALL BE MAINTAINED.

NOTE:
SCOPE OF WORK IS LIMITED TO DOOR REPLACEMENTS, STAIR RECONSTRUCTION, DECK EXTENSION AND THE ADDITION OF A POOL/POOL DECK. THE PROPOSED SCOPE ADDS 547 SF OF IMPERVIOUS AREA TO THE SITE AS SUCH, A SWALE AREA ABLE TO STORE 1 IF OF RAINFALL OVER THE SITE HAS BEEN PROPOSED AS PART OF THE IMPROVEMENTS.

SWALE CAPACITY CALCULATION

REQUIRED:

PROVIDE 1.0" OVER THE SITE 1320' x 9541 SF = 1,271.5 CF

PROPOSED:

NORTHERN SWALE VOLUME = 1/2 x (3.5-3.13) x (549-406) = 420 CF

SOUTHERN SWALE VOLUME = 1/2 x (4-3) x (955-286) + 1/2 x (3-2) x (286+125) = 835 CF

TOTAL SWALE VOLUME = 423 + 835 = 1255 CF > 1272 CF

IMPERVIOUS CALCULATIONS

	EXISTING (SF)	%	PROPOSED (SF)	%
TOTAL PERVIOUS	4054.33	42.49	3507.41	36.76
TOTAL IMPERVIOUS	5486.63	57.51	6033.55	63.24
TOTAL LOT	9540.96	100	9540.96	100

NOTE:
TOTAL IMPERVIOUS AREA = HOUSE AREA + LANAI AREAS + PAVERS/DRIVEWAYS + POOL DECK
= 2295 + 998 + 2220 +643
= 6033 SF

FLOOD ZONE INFORMATION

ZONE: VE
BASE FLOOD ELEVATION: 12.0' NAVD
DESIGN FLOOD ELEVATION: 13.0' NAVD

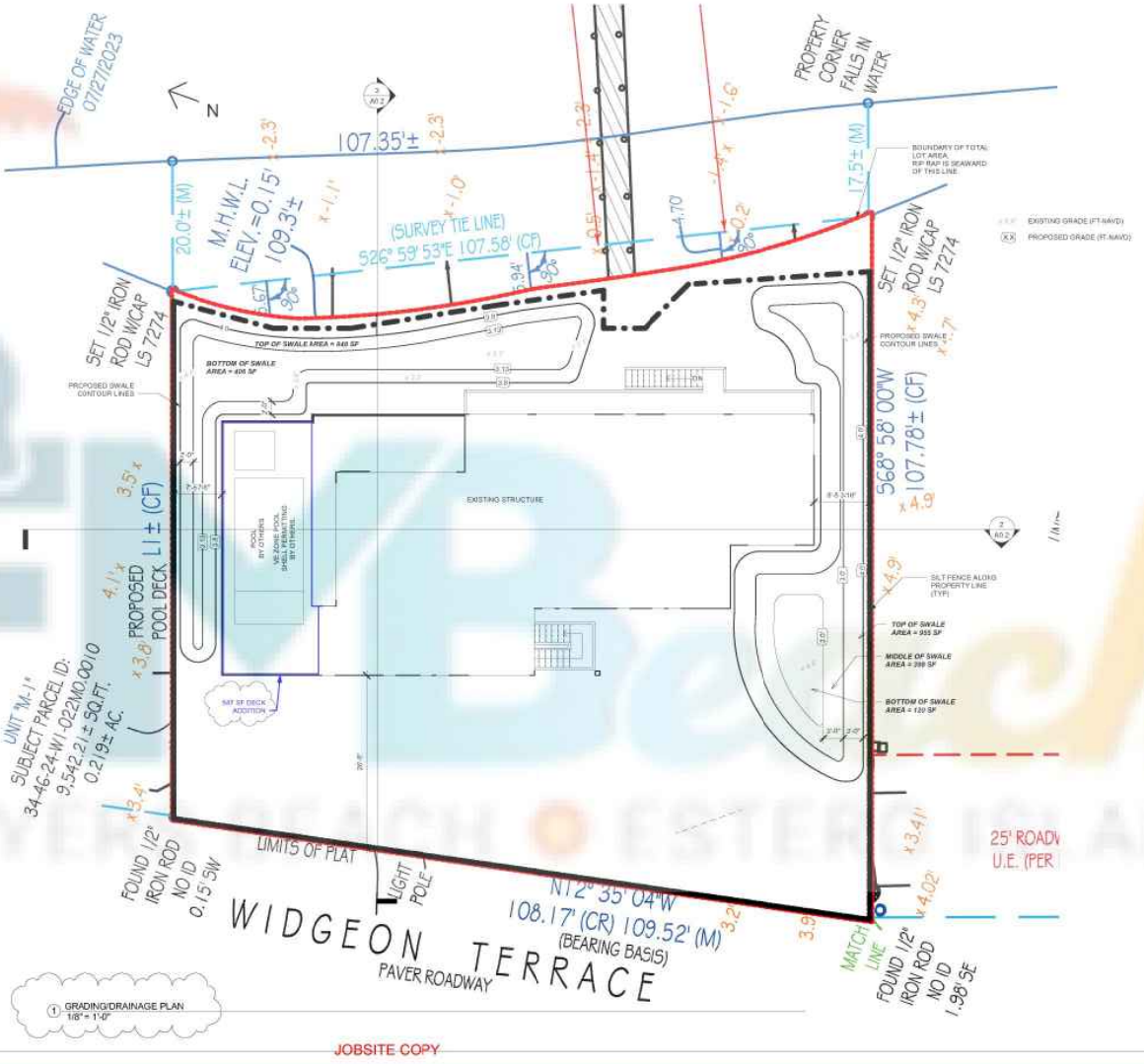
LEGAL DISCRIPTION

UNIT M-1 OF FLAMINGO HARBOUR CONDOMINIUM, A CONDOMINIUM ACCORDING OT THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 1998, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ALL AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

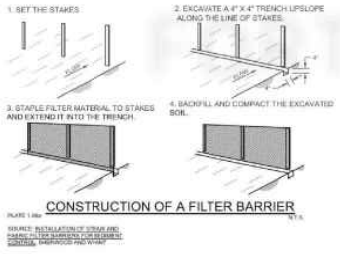
STREET ADDRESS
21391 WIDGEON TERRACE,
FORT MYERS BEACH, FL

BUILDING COVERAGE CALCULATIONS

		TOTAL LOT AREA	%	REMARKS
TOTAL		9540.96	100%	TOTAL LOT AREA IS AREA LANDWARD OF RIPRAP
BUILDING COVERAGE		2205	23%	
MAX ALLOWED		3816.39	40%	



1 GRADING/DRAINAGE PLAN
1/8" = 1'-0"



CONSTRUCTION OF A FILTER BARRIER

SOURCE: INSTALLATION OF STRAW AND FABRIC FILTER BARRIERS FOR RESIDENTIAL CONSTRUCTION, FAMPHOOD AND MYAKKA

JOBSITE COPY



PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25

PROJECT INFORMATION

Private Residence

[PROJECT ADDRESS]
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

[DRAWN BY] [TYP. B HGS.]

[SHEET NAME]
[SHEET NUMBER]
A
0.3

MICHAEL D. STEWART, PE
FLA REG. #72459
Cell: (239) 292-1670
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

Appeal Bates #27

App. No. 0123

Reviewed for Compliance

PERMIT 234477



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



PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) TYN B HUS

(SHEET NAME)
(SHEET NUMBER)

A
1.0

MICHAEL D. STEWART, PE
FLA REG. #72459

CLK: (239)-297-1470
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477

FLOOR PLAN GENERAL NOTES:

GENERAL:
VERIFY FLOOR ELEVATIONS W/ FLOOD REQUIREMENTS.

ALL EXTERIOR WINDOWS & DOORS ARE DIMENSIONED TO CENTER LINE U.N.O.

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

PROVIDE METAL THRESHOLD (MT) AT DOORS LEADING TO THE GARAGE, ELEVATOR DOOR AND ALL EXTERIOR DOORS, TYP. U.N.O.

COORDINATE ATTIC ACCESS LOCATIONS W/ FINAL TRUSS LAYOUT

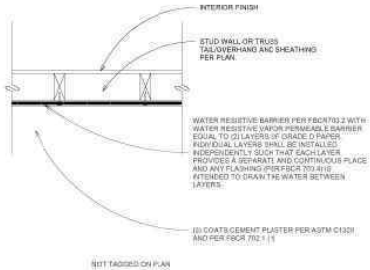
SEE STRUCTURAL DRAWINGS FOR ALL LOAD BEARING WALL, COLUMN AND FILLED CELL LOCATIONS

EXTEND POURED SLAB EDGE @ DOORS 1 1/2" TYP. BEYOND STEM WALL.

FOR WALLS THAT ABUT NON-CONDITIONED SPACE USE "DENSARMOR"
FOR WALLS THAT ARE IN DIRECT CONTACT WITH WET AREAS, USE "DENSARMOR PLUS".
FOR WALLS AND CEILING AT A TUB/SHOWER USE CEMENT BOARD SHEATHING W/ TILE FINISH SELECTED BY THE OWNER.

DOOR SCHEDULE

Mark	Height	Width	Function	Type	Pressures (+/-)	FLA #
1	8' - 8"	16' - 0"	Exterior	19086 SOD	-40.43/-47.87	251.4
2	8' - 8"	16' - 0"	Exterior	19086 SOD	-40.43/-47.87	251.4

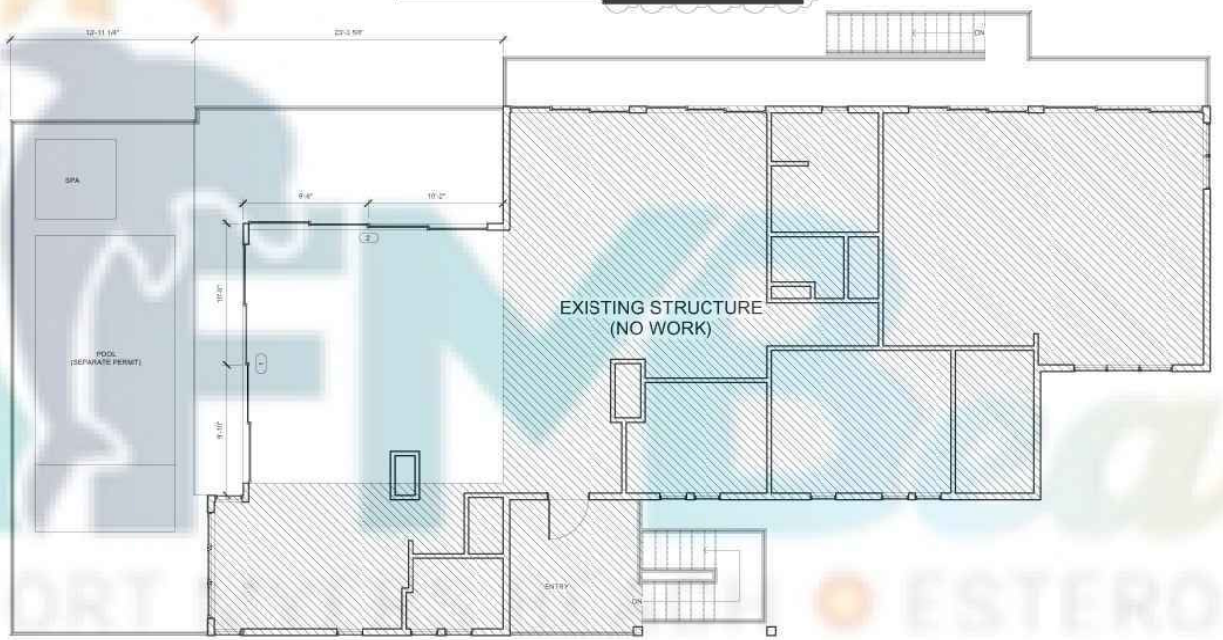


NOT TO SCALE

3 WATER RESISTIVE BARRIER DETAIL
1/2" = 1'-0"

EXISTING AREA CALCULATIONS:	
A/C LIVING AREA 1ST FLOOR:	2091 SF
A/C LIVING AREA 2ND FLOOR:	600 SF
GARAGE:	864 SF
LOWER UTILITY:	210 SF
CARPORT:	1170 SF
DECK:	588 SF
ENTRY:	180 SF
TOTAL:	5703 SF

PROPOSED AREA CALCULATIONS:	
A/C LIVING AREA 1ST FLOOR:	2091 SF
A/C LIVING AREA 2ND FLOOR:	600 SF
DECK ADDITION:	**547 SF**
GARAGE:	864 SF
LOWER UTILITY:	210 SF
CARPORT:	1170 SF
DECK:	588 SF
ENTRY:	180 SF
TOTAL:	5650 SF



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

PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) TYN B HUS

(SHEET NAME)
(SHEET NUMBER)

A
1.1

MICHAEL D. STEWART, PE
FLA REG. #72459
Cell: (219)-240-1470
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477

ELEVATION TYPICAL NOTES:

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



2 FRONT ELEVATION
1/4" = 1'-0"



3 LEFT ELEVATION
1/4" = 1'-0"



PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) FYN B HUS

(SHEET NAME)
(SHEET NUMBER)

A
2.0

MICHAEL D. STEWART, PE
FLA REG. #72459
Cell: (239)-292-1470
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477

ELEVATION TYPICAL NOTES:

ROOF NOTE:
- SEE ROOF PLAN FOR GENERAL ROOF NOTES AND ROOF MATERIAL SELECTION NOTES.

TYPICAL ARCHITECTURAL NOTES:
- VERIFY ALL STRUCTURAL ELEMENTS WITH STRUCTURAL ENGINEER
- COORDINATE ALL INTERIOR WALL, SOFFITS AND CEILING TREATMENTS WITH OWNER.
- ROOF AND BEARING HEIGHTS ARE SHOWN RELATIVE TO A REFERENCE ELEVATION BASED ON TOP OF SLAB U.N.O.
- ALL HANDRAILS AND GUARD RAILS TO BE 36" AFF U.N.O. W/ ALL ELEMENTS SPACED SO AS TO NOT ALLOW THE PASSAGE OF A 4" SPHERE. PROVIDE TOE RAILING AS REQ'D, MAX 2" A.F.F. COORD. FINAL MATERIAL, DESIGN, AND FINISH WITH OWNER. HANDRAILS AND GUARDS MUST COMPLY WITH THE REQUIREMENTS OF THE FBC 2023 7th EDITION.



2 REAR ELEVATION
1/4" = 1'-0"



3 RIGHT ELEVATION
1/4" = 1'-0"



PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) TYN B HUS

(SHEET NAME)
(SHEET NUMBER)
A
2.1

MICHAEL D. STEWART, PE
FLA REG. #72459
Cell: (219)-210-1470
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477

App. No. 0128

Appeal Bates #32

GENERAL NOTES

ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE IDENTICAL AND SHALL BE CONSTRUCTED TO APPLY TO ANY SIMILAR SITUATION SHALL BE WHERE IN THE WORK EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.

THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL REPORT ALL DISCREPANCIES BETWEEN THE DRAWING AND EXISTING CONDITIONS TO THE DESIGNER PRIOR TO ORDERING AND AGAIN PRIOR TO COMMENCING WORK.

ALL BOLTS, NUTS, WASHERS, STRAPS, AND FASTENERS INCLUDING NAILS, SHALL BE HOT DIP GALVANIZED OR ASTM A 153 STEEL CONFORMING ANCHORAGE SHALL BE PROVIDED AS SHOWN ALL TRUSSES, SHALL SECTIONS, BEAMS, POSTS, AND FOOTINGS WITH THE USE OF STRAPS AND CONNECTORS AS SPECIFIED HEREIN.

IF ALUMINUM IS TO BE USED IN ANY AREAS ALL FASTENERS IN CONTACT SHALL BE ALUMINUM ALSO, OR A BARRIER SHALL BE PROVIDED TO PREVENT GALVANIC ACTION BETWEEN DISSIMILAR METALS.

ALL OPENINGS AND OPENING LOCATIONS ARE BASED IN NOMINAL MODULAR SIZES. DIMENSIONS MAY VARY DUE TO FRAMING, BLOCKING, TRUSS ALIGNMENT, OR OTHER CONDITIONS NECESSARY TO COMPLETE CONSTRUCTION. DIMENSIONS MAY NOT BE IDENTICAL TO THE ACTIVE REQUIREMENT DUE TO THE MINOR PICTURE AND/OR BOXES THAT MAY EXIST.

PROVIDE CAULKING AND SEALING AT ALL EXTERIOR DOORS AND WINDOWS. PROVIDE THRESHOLDS AND WEATHER STRIPPING AT ALL EXTERIOR DOORS. ALL OTHER WEATHERPROOFING WORK BY THE GENERAL CONTRACTOR OR THE ARCHITECT IF ONE WORK ON THE JOB.

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CORRECT THREE DRAWINGS FOR ALL NOTES, DEPRESSIONS, AND CORRECT DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS.

CONTRACTOR SHALL LOCATE ALL BURIED UTILITIES PRIOR TO EXCAVATION TO FOR DIGGING FOOTINGS. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF POTENTIAL CONFLICTS OR UNEXPECTED CONDITIONS AND BURIED UTILITIES.

CODE REQUIREMENTS: THE BUILDING/STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE 2023 EDITION AND REVISIONS OF THE FLORIDA BUILDING CODE. FOLLOW ALL APPLICABLE PROCEDURES FOR ALL PHASES OF CONSTRUCTION.

TEMPORARY CONDITIONS: THE STRUCTURAL INTEGRITY OF THE COMPLETED STRUCTURE DEPENDS ON INTERACTION OF VARIOUS CONNECTED COMPONENTS. PROVISIONS SUCH AS BRACING, BRACKING, AND OTHER TEMPORARY SUPPORTS ARE REQUIRED TO SAFELY COMPLETE THE WORK. THE STRUCTURE AS SHOWN ON THE DRAWINGS HAS BEEN DESIGNED FOR ITS FINAL CONFIGURATION. CONSTRUCTION ONLY.

THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO MAINTAIN CONSTRUCTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE DESIGNED AND ITS COMPONENTS DURING CONSTRUCTION. THIS INCLUDES THE ADDITION OF NECESSARY BRACING, SHEETING, TEMPORARY BRACING, OVER OR TIE-DOWN.

WOOD FRAMING NOTES:

ALL FRAMING SHALL BE SECURELY FRAMED AND BRACED TO RESIST LOADS DURING CONSTRUCTION.

ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED OR PROTECTED AS REQUIRED BY THE FLORIDA RESIDENTIAL CODE. ALL WOOD SHALL BE PROTECTED FROM WEATHER AND SHALL BE KEPT DRY AS SPECIFIED IN THE DRAWINGS. SHEATHING SHALL NOT BE INSTALLED ON THE EXTERIOR WALLS UNTIL THE ROOF IS DRY IN. ALL WOOD SHALL BE PROTECTED FROM WEATHER AND SHALL BE KEPT DRY AS SPECIFIED IN THE DRAWINGS. ALL ACTS AND LAWS AND ACCEPTABLE STANDARDS SHALL CONFORM TO ANSI/AWC NDS-2018 FOR ALL STRUCTURAL LUMBER. ALL STRUCTURAL LUMBER SHALL BE #2 OR BETTER UNLESS NOTED OTHERWISE.

ALL WOOD MEMBERS EXPOSED TO WEATHER OR IN CONTACT WITH MASONRY, CONCRETE, OR SOIL SHALL BE PRESSURE TREATED.

ALL METAL CONNECTORS AND FABRICATIONS SHALL COMPLY WITH ANSI/ASCE 8 SPECIFICATIONS.

WOOD BLOCK ALL JOISTS AND ANY TIGHT INTERIOR POINT OF SUPPORT.

WHERE WOOD FRAME WALLS ARE ON WOOD BEAMS, PROVIDE A MINIMUM OF SPECIFICATION WOOD BEARING NOTED OTHERWISE OR IN THE SECTIONS OR DETAILS.

WHERE SPECIFIED ON "WOOD SHEAR" (TYPICAL 3rd FRAME BEARING WALL) 3rd FRAME WALL SHALL BE 2x6 @ 16" O.C. WITH 1/2" PLYWOOD SHEATHING WITH 10d NAILS @ 6" O.C. AT PANEL EDGES AND 12" O.C. IN THE FIELD UNLESS NOTED OTHERWISE. ALL PLYWOOD SHEATHING SHALL BE APPLIED IN THE DIRECTION SHOWN ON THE DRAWINGS. ALL PLYWOOD SHEATHING SHALL BE APPLIED WITH THE FACE GRAIN PERPENDICULAR TO THE SUPPORTS BELOW. ALL PLYWOOD SHEATHING SHALL BE APPLIED WITH THE FACE GRAIN PERPENDICULAR TO THE SUPPORTS BELOW. ALL PLYWOOD SHEATHING SHALL BE APPLIED WITH THE FACE GRAIN PERPENDICULAR TO THE SUPPORTS BELOW. ALL PLYWOOD SHEATHING SHALL BE APPLIED WITH THE FACE GRAIN PERPENDICULAR TO THE SUPPORTS BELOW.

WHERE SPECIFIED ON "WOOD SHEAR" (TYPICAL 3rd FRAME BEARING WALL) 3rd FRAME WALL SHALL BE 2x6 @ 16" O.C. WITH 1/2" PLYWOOD SHEATHING WITH 10d NAILS @ 6" O.C. AT PANEL EDGES AND 12" O.C. IN THE FIELD UNLESS NOTED OTHERWISE. ALL PLYWOOD SHEATHING SHALL BE APPLIED IN THE DIRECTION SHOWN ON THE DRAWINGS. ALL PLYWOOD SHEATHING SHALL BE APPLIED WITH THE FACE GRAIN PERPENDICULAR TO THE SUPPORTS BELOW. ALL PLYWOOD SHEATHING SHALL BE APPLIED WITH THE FACE GRAIN PERPENDICULAR TO THE SUPPORTS BELOW. ALL PLYWOOD SHEATHING SHALL BE APPLIED WITH THE FACE GRAIN PERPENDICULAR TO THE SUPPORTS BELOW.

DOUBLE TOP PLATES SHALL BE OVERLAPPED AT CORNERS AND SECURED WITH (2) 16d NAILS. 3RD WALL SPACES SHALL BE 48" MINIMUM OR TWO (2) 16d NAILS AT 24" O.C. STAGGERED.

FASTEN MULTIPLE PLY BEAMS, COLUMNS AND CUTS TOGETHER WITH 10d NAILS AT 12" O.C. STAGGERED TOP AND BOTTOM AS REQUIRED.

WHERE SPECIFIED ON "WOOD SHEAR" (TYPICAL 3rd FRAME BEARING WALL) 3rd FRAME WALL SHALL BE 2x6 @ 16" O.C. WITH 1/2" PLYWOOD SHEATHING WITH 10d NAILS @ 6" O.C. AT PANEL EDGES AND 12" O.C. IN THE FIELD UNLESS NOTED OTHERWISE. ALL PLYWOOD SHEATHING SHALL BE APPLIED IN THE DIRECTION SHOWN ON THE DRAWINGS. ALL PLYWOOD SHEATHING SHALL BE APPLIED WITH THE FACE GRAIN PERPENDICULAR TO THE SUPPORTS BELOW. ALL PLYWOOD SHEATHING SHALL BE APPLIED WITH THE FACE GRAIN PERPENDICULAR TO THE SUPPORTS BELOW. ALL PLYWOOD SHEATHING SHALL BE APPLIED WITH THE FACE GRAIN PERPENDICULAR TO THE SUPPORTS BELOW.

WHERE ENGINEERED FLOOR TRUSSES OR BEAMS BEARING ON STEEL BEAMS, PROVIDE A CONTINUOUS BEARING OF 1-1/2" x 6" PER PLY OF FLOOR MATERIAL OR GEORGIA-PACIFIC 2 IN. OR 4 IN. WIDE ADJUSTABLE STEEL BEAM TO CONCRETE BEARING WALLS. SHIM UNDER TOP WITH WEDGES.

STRUCTURAL

ALL WOOD STUD WALLS SHALL CONFORM TO THE REQUIREMENTS OF THE 2023 FLORIDA RESIDENTIAL CONSTRUCTION STANDARDS AND ANSI/AWC NDS-2018 UNLESS NOTED OTHERWISE. ALL WOOD SHALL BE #2 OR BETTER SPRUCE-PINE-FIR (SPF) UNLESS NOTED OTHERWISE.

PROVIDE SPF #2 OR BETTER ALL SHEATHING APPLICATIONS TO COMMON BRACE WALLS AT 16" O.C. DOUBLE TOP PLATES UNLESS NOTED OTHERWISE.

PROVIDE SPF #2 OR BETTER ALL SINGLE FLOOR APPLICATIONS BEARING WHERE WALLS AT 16" O.C. DOUBLE TOP PLATES UNLESS NOTED OTHERWISE.

PROVIDE SPF #2 OR BETTER ALL FLOOR APPLICATIONS BEARING WHERE WALLS AT 16" O.C. DOUBLE TOP PLATES UNLESS NOTED OTHERWISE.

FOR ALL ITEMS NOT NOTED SPECIFICALLY PROVIDE SPF #2 OR BETTER UNLESS NOTED OTHERWISE.

PROVIDE SPF #2 OR BETTER ALL FLOOR JOIST APPLICATIONS FOR FLOOR AND ROOF PROVIDE HANGERS @ 16" O.C. EQUIV. AND 16" O.C. FIELD NAILS. GUIDE CONSTRUCTION ADHERENCE INSTALL JOIST PER MANUFACTURERS SPECIFICATIONS. FLOOR SHEATHING ALL FRAMES EQUIV.

PLYWOOD INSTALLATION SHALL BE IN CONFORMANCE WITH APA RECOMMENDATIONS. ALL ON SPACING AT TIMES, CLOSER UNLESS OTHERWISE RECOMMENDED BY THE FRAMING MANUFACTURER.

ALL ROOF AND WALL BALL BRACING SHALL BE INSTALLED WITH BRACE DIAGONALLY EQUAL TO SUPPORTS, EXCEPT AS INDICATED ON THE DRAWINGS. 8 BRACES EACH IF ADJACENT FRAMES ON, IF THING, NOTED.

ROOF SHEATHING SHALL BE CLOSED, TONGUE AND GROOVE, OR OTHER ENGINEERED APPROVED SYSTEMS WITHIN 6 PIECES PARALLEL TO ROOF RIDGE AND ATTACHED TO EACH RAFTER OR TRUSS WITH NAILS SPACED AT 6" ON CENTER ALONG THE PANEL EDGES AND AT 12" ON CENTER ALONG INTERMEDIATE SUPPORTS, UNLESS NOTED OTHERWISE.

ALL LOAD BEARING WALLS, INCLUDED, TONGUE AND GROOVE, OR OTHER ENGINEERED APPROVED SYSTEMS WITHIN 6 PIECES PARALLEL TO ROOF RIDGE AND ATTACHED TO EACH RAFTER OR TRUSS WITH NAILS SPACED AT 6" ON CENTER ALONG THE PANEL EDGES AND AT 12" ON CENTER ALONG INTERMEDIATE SUPPORTS, UNLESS NOTED OTHERWISE.

ALL LOAD BEARING WALLS, INCLUDED, TONGUE AND GROOVE, OR OTHER ENGINEERED APPROVED SYSTEMS WITHIN 6 PIECES PARALLEL TO ROOF RIDGE AND ATTACHED TO EACH RAFTER OR TRUSS WITH NAILS SPACED AT 6" ON CENTER ALONG THE PANEL EDGES AND AT 12" ON CENTER ALONG INTERMEDIATE SUPPORTS, UNLESS NOTED OTHERWISE.

ATTACH TRUSSES PARALLEL TO ROOF RIDGE MEMBERS WITH NAILS SPACED AT 6" ON CENTER ALONG THE PANEL EDGES AND AT 12" ON CENTER ALONG INTERMEDIATE SUPPORTS, UNLESS NOTED OTHERWISE.

WOOD FRAMING CONNECTIONS:

FRAMING ACCESSORIES AND CONNECTIONS: FASTENER SHALL BE ALUMINUM OR GALVANIZED OR EQUIVALENT CORROSION RESISTANT COATED STEEL OF THE SIZE AND TYPE SHOWN ON THE DRAWINGS.

ANCHOR BOLTS: SUBSTANTIALLY EMBED ON THE FOUNDATION OR MASONRY WALL AS SHOWN ON THE DRAWINGS. ALL ANCHOR BOLTS SHALL BE TIGHTENED AS FOUNDATIONS ARE ESTABLISHED. ALL CONNECTIONS SHALL BE NOT OR "GALVANIZED" OR ALTERNATIVE STEEL AT OR ONLY CONSTRUCTION UNLESS SHOWN OTHERWISE ON THE DRAWINGS. ALL ANCHOR BOLTS SHALL BE EMBEDDED AS SHOWN ON THE DRAWINGS. ALL ANCHOR BOLTS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION. ALL ANCHOR BOLTS SHALL BE EMBEDDED AS SHOWN ON THE DRAWINGS. ALL ANCHOR BOLTS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION. ALL ANCHOR BOLTS SHALL BE EMBEDDED AS SHOWN ON THE DRAWINGS. ALL ANCHOR BOLTS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION.

ALL NOT OR BOLTED CONNECTIONS SHALL BE DRAWN WITH "HIGH STRENGTH BOLTS" OR EQUIVALENT. ALL CONNECTIONS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION. ALL CONNECTIONS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION. ALL CONNECTIONS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION.

MANUFACTURED CONNECTIONS AND FASTENERS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION. ALL CONNECTIONS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION.

MANUFACTURED CONNECTIONS AND FASTENERS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION. ALL CONNECTIONS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION.

WHERE COLUMNS ARE SPECIFIED ON THE DRAWINGS, THEY SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION. ALL CONNECTIONS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION.

WHERE ALL OTHER FRAMING IS SPECIFIED ON THE DRAWINGS, THEY SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION. ALL CONNECTIONS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION.

MANUFACTURED CONNECTIONS AND FASTENERS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION. ALL CONNECTIONS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION.

WHERE SPECIFIED ON THE DRAWINGS, THEY SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION. ALL CONNECTIONS SHALL BE INSTALLED WITH ALL NUTS TIGHTENED TO SNUG TIGHT CONDITION.

DESIGN PARAMETERS:

APPLICABLE CODES

FLORIDA BUILDING CODE 2020 7th EDITION AND PBC TECHNICAL AMENDMENT
EXISTING BUILDING CODE 2023

METHOD OF DESIGN
DESIGNED PURSUANT TO FLORIDA BUILDING CODE CHAP. 16, ASCE 7, ACI 318, AISC

BUILDING OCCUPANCY CLASSIFICATION

- ☐ GROUP A - ASSEMBLY
- ☐ GROUP B - BUSINESS
- ☐ GROUP E - DAY CARE CENTER
- ☐ GROUP F - DIVISION
- ☐ GROUP F - FACTORY INDUSTRIAL
- ☐ GROUP H - HAZARDOUS
- ☐ GROUP I - INSTITUTIONAL
- ☐ GROUP M - MERCANTILE
- ☑ GROUP R - RESIDENTIAL
- ☐ GROUP S - STORAGE

BASIC WIND SPEED

- ☑ 140 MPH ULTIMATE (108 MPH NOMINAL)
- ☐ 170 MPH ULTIMATE (132 MPH NOMINAL)

RISK CATEGORY

- ☐ I
- ☐ II
- ☑ III
- ☐ IV

WIND EXPOSURE CATEGORY

- ☐ B
- ☑ C
- ☐ D

WIND BORNE DEBRIS REGION

- ☐ NO
- ☑ YES
  - ☑ IMPACT RESISTANT GLASS
  - ☐ IMPACT RESISTANT SHUTTERS
  - ☐ IMPACT RESISTANT STRUCTURES
  - ☐ IMPACT RESISTANT COMBINATION OF GLASS & STORM PANELS
  - ☐ N/A

INTERNAL PRESSURE COEFFICIENTS

- ☐ ENCLOSED
- ☑ +0.18, -0.18 ENCLOSED
- ☐ +0.55, -0.55 (PARTIALLY ENCLOSED)

BUILDING DESIGN TYPE

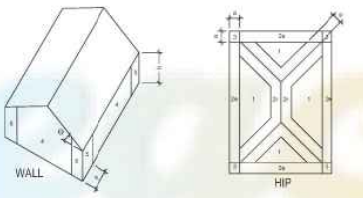
- ☐ TYPE I-A
- ☐ TYPE I-B
- ☐ TYPE II-A
- ☐ TYPE II-B
- ☐ TYPE III-A
- ☐ TYPE III-B
- ☐ TYPE IV
- ☑ TYPE V-A
- ☐ TYPE V-B

Wind Pressure Summary for C&C Zones based Upon Areas Ch 30 Pt 1 (Table 1 of 2)
All wind pressures include a load factor of 0.6

Zone	Figure	A <= 10.00 sq ft psf	A = 10.00 sq ft psf	A = 20.00 sq ft psf	A > 50.00 sq ft psf
1	30.3-2C	33.16 -59.55	33.16 -59.55	28.63 -52.14	22.63 -43.74
1_OH	30.3-2C	9.60 -71.82	9.60 -71.20	9.60 -70.43	9.60 -69.49
2e	30.3-2C	33.16 -82.16	33.16 -82.16	28.63 -73.44	22.63 -61.91
2e_OH	30.3-2C	9.60 -94.22	9.60 -93.21	9.60 -88.32	9.60 -83.17
2n	30.3-2C	33.16 -82.16	33.16 -82.16	28.63 -73.44	22.63 -61.91
2n_OH	30.3-2C	9.60 -94.22	9.60 -93.21	9.60 -88.32	9.60 -83.17
3	30.3-2C	33.16 -82.16	33.16 -82.16	28.63 -73.44	22.63 -61.91
3_OH	30.3-2C	9.60 -116.83	9.60 -115.61	9.60 -97.70	9.60 -81.47
4	30.3-1	44.47 -48.24	44.47 -48.24	42.47 -46.04	39.82 -43.19
5	30.3-1	44.47 -59.55	44.47 -59.55	42.47 -56.54	39.82 -52.24

Wind Pressure Summary for C&C Zones based Upon Areas Ch 30 Pt 1 (Table 2 of 2)
All wind pressures include a load factor of 0.6

Zone	Figure	A = 100.00 sq ft psf	A = 200.00 sq ft psf	A > 500.00 sq ft psf
1	30.3-2D	18.09 -26.93	18.09 -26.93	18.09 -26.93
1_OH	30.3-2D	9.60 -66.82	9.60 -67.84	9.60 -67.84
2e	30.3-2D	18.09 -53.19	18.09 -44.47	18.09 -44.47
2e_OH	30.3-2D	9.60 -79.27	9.60 -75.37	9.60 -75.37
2n	30.3-2D	18.09 -53.19	18.09 -44.47	18.09 -44.47
2n_OH	30.3-2D	9.60 -79.27	9.60 -75.37	9.60 -75.37
3	30.3-2D	18.09 -53.19	18.09 -44.47	18.09 -44.47
3_OH	30.3-2D	9.60 -69.00	9.60 -56.53	9.60 -54.55
4	30.3-1	37.92 -41.58	35.81 -39.58	33.16 -36.93
5	30.3-1	37.92 -46.24	35.81 -42.23	33.16 -36.93



STRUCTURAL SHEATHING CONNECTORS

BUILDING DESIGN LOADS: (ASCE7-16 & FBC CH 16)

ROOF:		
TOP CHORD LIVE LOAD	-	20 PSF
BOTTOM CHORD LIVE LOAD	-	10 PSF
UNINHABITABLE ATTIC W/O STORAGE	-	10 PSF
UNINHABITABLE ATTIC W/ STORAGE	-	20 PSF
TOP CHORD DEAD LOAD	-	30 PSF
BOTTOM CHORD DEAD LOAD	-	10 PSF
FLOOR:		
LIVE LOAD (RESIDENTIAL)	-	40 PSF
LIVE LOAD (STAIRS & BALCONIES)	-	100 PSF
DEAD LOAD (WOOD FRAMED)	-	20 PSF
DEAD LOAD (@ PLANKS)	-	10 PSF
DEAD LOAD (@ PLANKS @ 2" TOPPING)	-	35 PSF
DEAD LOAD (@ PLANKS @ 2" TOPPING	-	105 PSF
LIVE LOAD (@ OFFICES (COMMERCIAL)	-	50 PSF
LIVE LOAD (CORRIDORS (COMMERCIAL)	-	100 PSF
LIVE LOAD (@ ST & STAIRS (COMMERCIAL)	-	15 PSF

MINIMUM LOAD COMBINATIONS - ASCE 7-16
1.2(DEAD) + 1.6(LIVE), ETC...

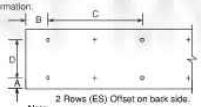
Minimum Fastening Requirements for Multi-Ply Frame Members	3-1/2" Wide		5-1/4" Wide		7" Wide
	LVL	SAWN	LVL	SAWN	LVL ONLY
SAWN LUMBER SHOWN WITH 1/2" PLYWOOD SPACER					

Fastener Type	Depth	2-ply	3-ply	4-ply
10d Nails	7-1/4" ≤ d <14"	3 rows @ 12" o.c.	3 rows @ 12" o.c. (ES)	----
	d ≥ 14"	4 rows @ 12" o.c.	4 rows @ 12" o.c. (ES)	----
16d Nails	7-1/4" ≤ d <14"	2 rows @ 12" o.c.	2 rows @ 12" o.c. (ES)	----
	d ≥ 14"	3 rows @ 12" o.c.	3 rows @ 12" o.c. (ES)	----
1/2" ø Thru-Bolts	d ≥ 7-1/4"	2 rows @ 24" o.c.	2 rows @ 18" o.c. (ES)	----
SDS 1/4" x 3-1/2"		2 rows @ 24" o.c.	2 rows @ 24" o.c. (ES)	2 rows @ 24" o.c. (ES)
SDS 1/4" x 6"		----	----	2 rows @ 24" o.c. (ES)
5" TrussLok		----	2 rows @ 24" o.c. (ES)	
6" TrussLok		----	----	2 rows @ 24" o.c. (ES)

1. (ES) = Each Side, offset fasteners up to 1/2" o' the on center spacing.
2. Consult Georgia Pacific Specification Manual for Additional Information.
3. Fastener spacing based off the 2005 NDS Manual.

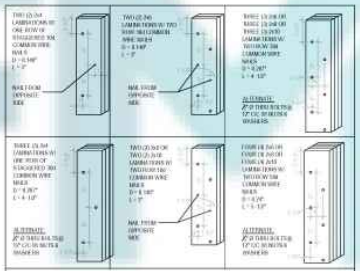
Fastener Clearances for Multi-Ply Members

Fastener Type	A	B		C		D
	Min.	Min.	Max	Min.	Max	Min.
10d & 16d Nails	2"	2"	6"	4"	12"	3"
Bolts & Screws	2"	4"	12"	4"	24"	3"



2 Rows (ES) Offset on back side.

Note:
Edge Distances also apply to beams only fastened on one side.



BUILD-UP COLUMN DETAIL/NOTES:

1. ADJACENT NAILS ARE DRIVEN FROM OPPOSITE SIDES OF THE COLUMN.
2. ALL NAILS TO PENETRATE AT LEAST 3/4 OF THICKNESS OF LAST PENETRATION.
3. 15D = END DIST => 15D
4. 20D => SPACE BET. ADJ NAILS IN A ROW => 16min.
5. 15D = SPACE BET. ROWS OF NAILS => 20d
6. 5D => EDGE DIST => 20D
7. 2 OR MORE LONGITUDINAL ROWS OF NAILS ARE PROVIDED WHEN d = 3mm.
8. S = NAIL DIAMETER
   d = DEPTH (FACE WIDTH) OF INDIVIDUAL LAMINATIONS
   tmin = THICKNESS OF THINNEST LAMINATION
9. WHEN ONE ROW OF NAILS ARE REQUIRED, ADJACENT NAILS SHALL BE STAGGERED.
10. WHEN ONE ROW OF NAILS ARE REQUIRED, ADJACENT NAILS SHALL BE STAGGERED.
11. WHEN THREE OR MORE LONGITUDINAL ROWS OF NAILS ARE USED, NAILS IN ADJACENT ROWS SHALL BE STAGGERED.
12. WHEN BORED HOLES ARE DESIRED TO PREVENT SPLITTING OF WOOD, THE DIAMETER OF THE BORED HOLE SHALL NOT EXCEED 75% OF NAIL DIAMETER FOR SOUTHERN PINE.
THESE DETAILS REPRODUCED FROM NDS SPECIFICATIONS 2005 EDITION





PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

[PROJECT ADDRESS]
23391 Widgeon
Fort Myers Beach, FL

[DRAWN BY] MD

[COPYRIGHT] 2023

SHEET NUMBER

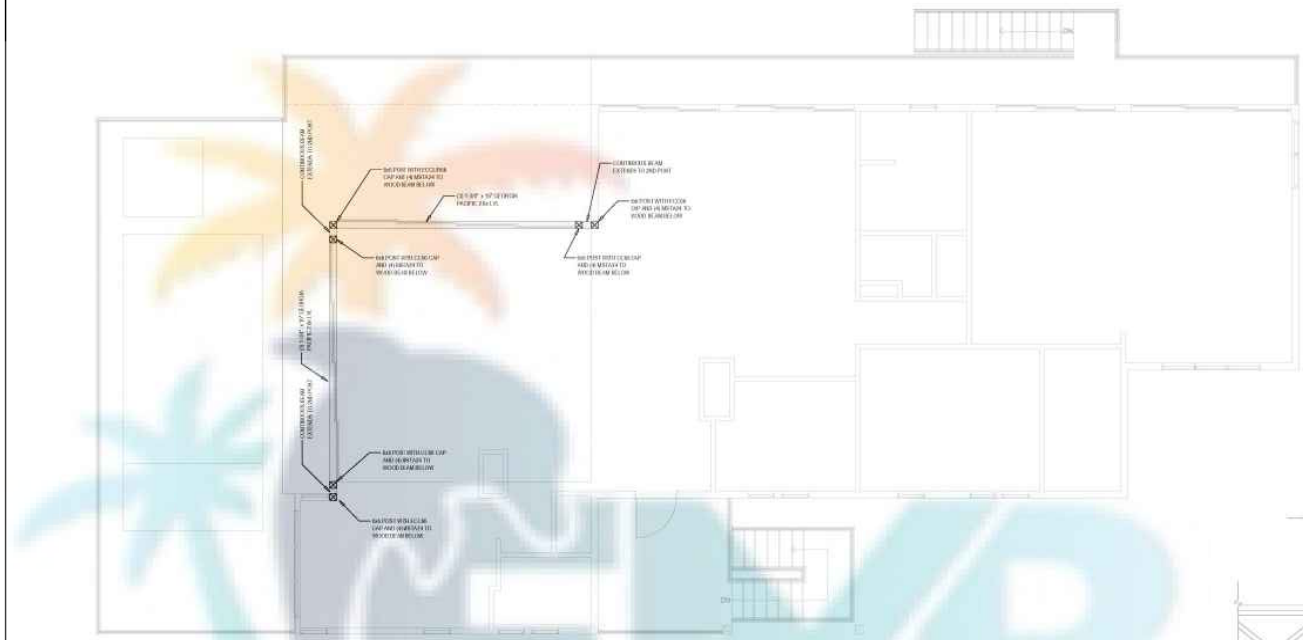
S0.1

MICHAEL D. STEWART, PE
FLA REG. #72459
5330 SW 11th CT
Cape Coral, FL
Cell: (239) 292-7670
Email: MStewart@PRSmartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

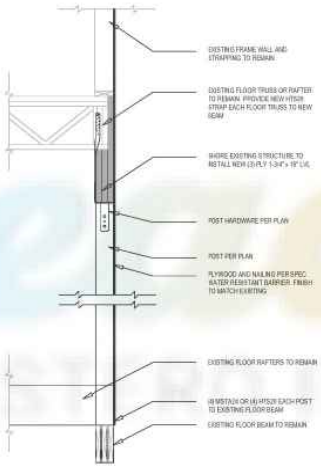
PERMIT 234477



A
S1.1

Beam Plan

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



1
S1.1

New Post and Beam Detail

NOT TO SCALE





PERMIT: 2024.04.03

Appeal Bates #33

PROJECT INFORMATION

Private Residence

[PROJECT ADDRESS]
23391 Widgeon
Fort Myers Beach, FL

[DRAWN BY] MDS

[COPYRIGHT 2023]

[SHEET NUMBER]

S1.1

MICHAEL D. STEWART, PE
FLA REG. #72459
5330 SW 11th CT
Cape Coral, FL
Cell: (239) 292-7670
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

App. No. 0129

Reviewed for Compliance

PERMIT 234477

21391 WIDGEON TERRACE
FORT MYERS BEACH

SCOPE OF PROJECT:

CONCEPT ELEVATIONS FOR EXTERIOR SIDING RENOOVATIONS
CONCEPT ELEVATIONS FOR POOL AND DECK STRUCTURE (STRUCTURAL POOL & DECK PERMIT DRAWINGS BY OTHERS)
CONCEPT ELEVATIONS FOR SCREEN CADE ADDITION (SCREEN CAGE PERMIT DRAWINGS BY OTHERS)
DRAINAGE PLAN ENGINEERING FOR THE ABOVE REFERENCED SCOPE
ENLARGING (2) SLIDING GLASS DOOR OPENINGS - SEE STRUCTURAL.



SITE LOCATION



JOBSITE COPY



PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25
REVISION: 2024.04.29

PROJECT INFORMATION

Private Residence

21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

A 0.1

MICHAEL D. STEWART, PE
FLA REG. #72459

Appeal Bates #34

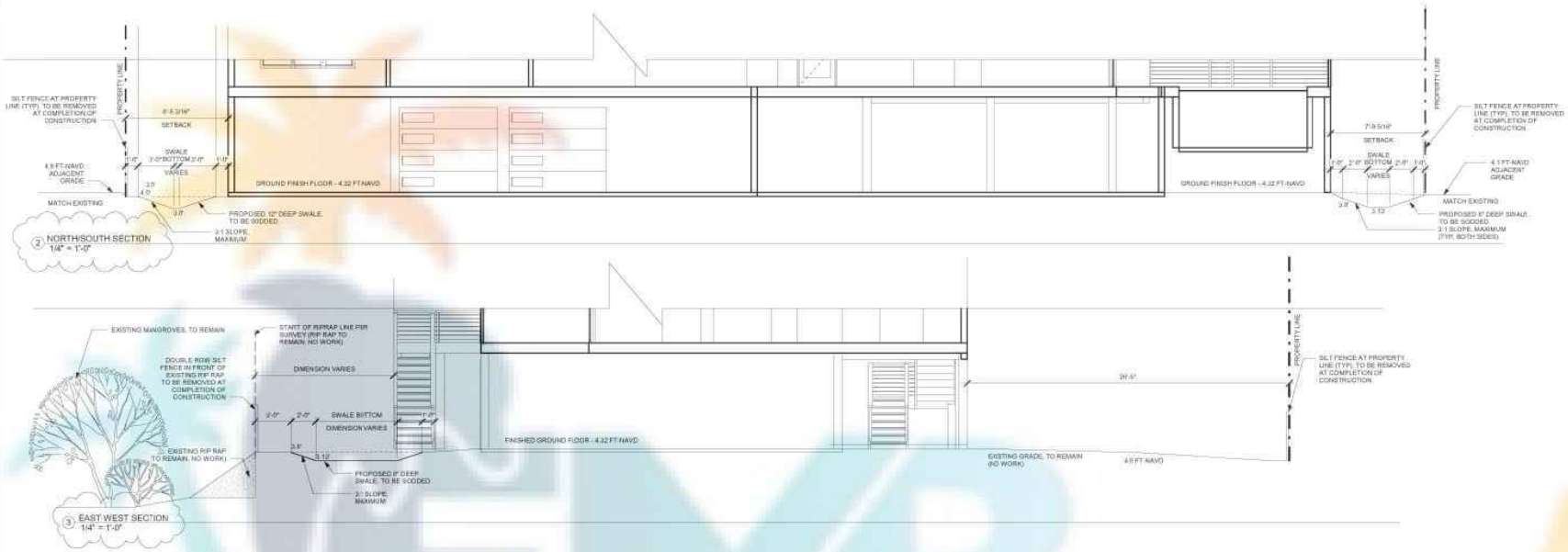
App. No. 0130

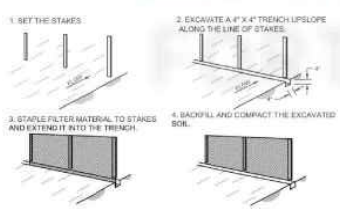
Reviewed for Compliance

PERMIT 234477

DRAINAGE SHEET NOTES:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY APPROPRIATE EROSION CONTROL DEVICES SHALL BE INSTALLED TO CONTROL AND REDUCE SOIL EROSION AND SEDIMENT TRANSPORT TO OFFSITE AREAS. THE CONTRACTOR SHALL MAINTAIN THESE DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEVICES SHALL REMAIN IN PLACE UNTIL THE SURROUNDING AREAS ARE ESTABLISHED.
2. CONSTRUCTION ACTIVITIES SHALL ENSURE THAT SURFACE WATER RUNOFF DURING CONSTRUCTION SHALL NOT BE GREATER THAN THAT OF THE SURFACE WATER RUNOFF DURING PRE-CONSTRUCTION CONDITIONS.
3. FINAL LOT GRADING SHALL BE SUCH THAT SURFACE WATER RUNOFF IS DIRECTED INTO EXISTING ADJACENT DRAINAGE CONVEYANCES. HISTORICAL RUNOFF PATERN SHALL BE MAINTAINED.





CONSTRUCTION OF A FILTER BARRIER

PLATE 1.06a N.T.S.

SOURCE: INSTALLATION OF STRAW AND FABRIC FILTER BARRIERS FOR SEDIMENT CONTROL, EMBRACED AND WHAT



PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25
REVISION: 2024.04.29

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) TYN B HUS

(SHEET NAME)
(SHEET NUMBER)

A
0.2

MICHAEL D. STEWART, PE
FLA REG. #72459

Cell: (219)-20-1470
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

FMBeach
FORT MYERS BEACH • ESTERO ISLAND

Reviewed for Compliance

PERMIT 234477

DRAINAGE SHEET NOTES:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY APPROPRIATE EROSION CONTROL DEVICES SHALL BE INSTALLED TO CONTROL AND REDUCE SOIL EROSION AND SEDIMENT TRANPORT TO OFFSITE AREAS. THE CONTRACTOR SHALL MAINTAIN THESE DEVICES THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEVICES SHALL REMAIN IN PLACE UNTIL THE SURROUNDING AREAS ARE ESTABLISHED.
2. CONSTRUCTION ACTIVITIES SHALL ENSURE THAT SURFACE WATER RUNOFF DURING CONSTRUCTION SHALL NOT BE GREATER THAN THAT OF THE SURFACE WATER RUNOFF DURING PRE-CONSTRUCTION CONDITIONS.
3. FINAL LOT GRADING SHALL BE SUCH THAT SURFACE WATER RUNOFF IS DIRECTED INTO EXISTING ADJACENT DRAINAGE CONVEYANCES. HISTORICAL RUNOFF PATERN SHALL BE MAINTAINED.

NOTE:
SCOPE OF WORK IS LIMITED TO DOOR REPLACEMENTS, STAIR RECONSTRUCTION, DECK EXTENSION AND THE ADDITION OF A POOL/POOL DECK. THE PROPOSED SCOPE ADDS 547 SF OF IMPERVIOUS AREA TO THE SITE AS SUCH, A SWALE AREA ABLE TO STORE 1"/F OF RAINFALL OVER THE SITE HAS BEEN PROPOSED AS PART OF THE IMPROVEMENTS.

SWALE CAPACITY CALCULATION

REQUIRED:

PROVIDE 1.0" OVER THE SITE 1320' x 9541 SF = 1,271.8 CF

PROPOSED:

NORTHERN SWALE VOLUME = 1/2 x (3.5-3.13) x (648+406) = 420 CF

SOUTHERN SWALE VOLUME = 1/2 x (4-3) x (955+288) + 1/2 x (3-2) x (288+120) = 835 CF

TOTAL SWALE VOLUME = 423 + 835 = 1255 CF > 1272 CF

TOTAL SWALE AREA = 648+406+955+288 = 2007 SF

PERCENTAGE OF LOT USED FOR SWALE = 2007 SF/ 9541 SF = 21.3 %

IMPERVIOUS CALCULATIONS

	EXISTING (SF)	%	PROPOSED (SF)	%
TOTAL PERVIOUS	4054.33	42.49	3507.41	36.76
TOTAL IMPERVIOUS	5486.63	57.51	6033.55	63.24
TOTAL LOT	9540.96	100	9540.96	100

NOTE:

TOTAL IMPERVIOUS AREA = HOUSE AREA + LANAI AREAS + PAOS/DRIVEWAYS + POOL DECK
= 2285 + 960 + 2325 +543
= 6013 SF

FLOOD ZONE INFORMATION

ZONE: VE
BASE FLOOD ELEVATION: 12.0' NAVD
DESIGN FLOOD ELEVATION: 13.0' NAVD

LEGAL DESCRIPTION

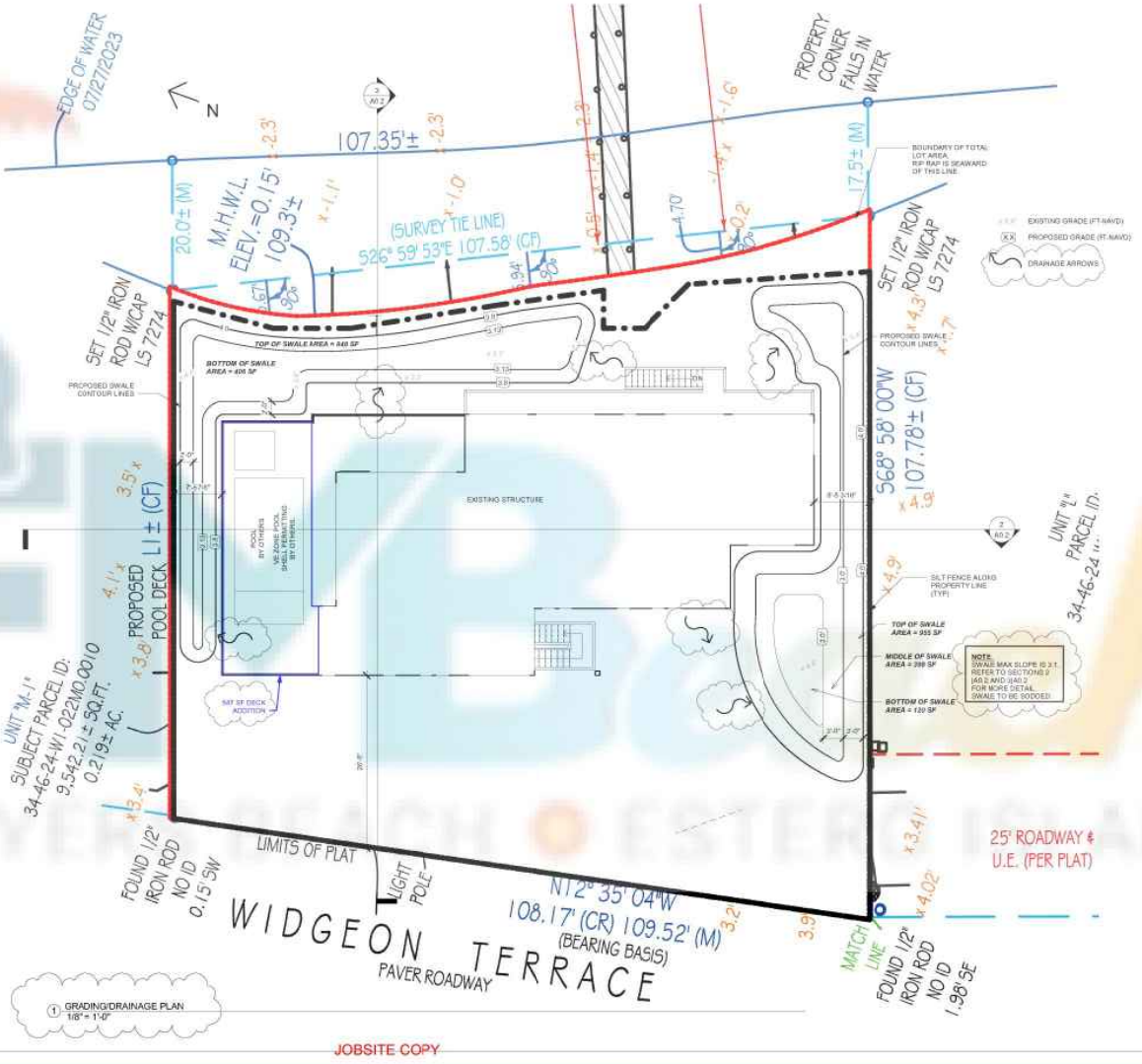
UNIT M-1 OF FLAMINGO HARBOUR CONDOMINIUM, A CONDOMINIUM ACCORDING OT THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 1998, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ALL AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

STREET ADDRESS
21391 WIDGEON TERRACE,
FORT MYERS BEACH, FL

BUILDING COVERAGE CALCULATIONS

		TOTAL LOT AREA	%	REMARKS
TOTAL		9540.96	100%	TOTAL LOT AREA IS AREA LANDWARD OF RIPRAP
BUILDING COVERAGE		2205	23%	
MAX ALLOWED		3816.39	40%	





1. SET THE STAKES
2. EXCAVATE A 4" X 4" TRENCH UPSLOPE ALONG THE LINE OF STAKES.
3. STAPLE FILTER MATERIAL TO STAKES AND EXTEND IT INTO THE TRENCH.
4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

CONSTRUCTION OF A FILTER BARRIER

PLATE 1.06a

SOURCE: INSTALLATION OF STRAW AND FABRIC FILTER BARRIERS FOR SEDIMENT CONTROL. (MN DEPT OF TRANSPORTATION)

1 GRADING/DRAINAGE PLAN
1/8" = 1'-0"

JOBSITE COPY

PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25
REVISION: 2024.04.29

PROJECT INFORMATION

Private Residence

[PROJECT ADDRESS]
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

[DRAWN BY] [TYP. 8 INCH]

[SHEET NAME]
[SHEET NUMBER]
A
0.3

MICHAEL D. STEWART, PE
FLA REG. #72459
Cell: (239) 292-1670
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

Appeal Bates #36

Reviewed for Compliance

PERMIT 234477



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



PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25
REVISION: 2024.04.29

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) TYN B HUS

(SHEET NAME)
(SHEET NUMBER)

A
1.0

MICHAEL D. STEWART, PE
FLA REG. #72459
CLR (239)-292-1470
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477

FLOOR PLAN GENERAL NOTES:

GENERAL:
VERIFY FLOOR ELEVATIONS W/ FLOOD REQUIREMENTS.

ALL EXTERIOR WINDOWS & DOORS ARE DIMENSIONED TO CENTER LINE U.N.O.

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

PROVIDE METAL THRESHOLD (MT) AT DOORS LEADING TO THE GARAGE, ELEVATOR DOOR AND ALL EXTERIOR DOORS. TYP. U.N.O.

COORDINATE ATTIC ACCESS LOCATIONS W/ FINAL TRUSS LAYOUT

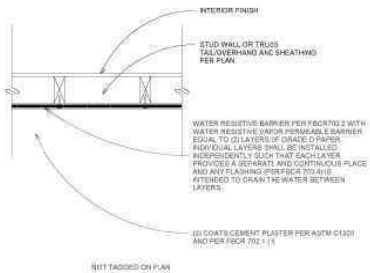
SEE STRUCTURAL DRAWINGS FOR ALL LOAD BEARING WALL, COLUMN AND FILLED CELL LOCATIONS

EXTEND POURED SLAB EDGE @ DOORS 1 1/2" TYP. BEYOND STEM WALL.

FOR WALLS THAT ABUT NON-CONDITIONED SPACE USE "DENSARMOR"
FOR WALLS THAT ARE IN DIRECT CONTACT WITH WET AREAS, USE "DENSARMOR PLUS".
FOR WALLS AND CEILING AT A TUB/SHOWER USE CEMENT BOARD SHEATHING W/ TILE FINISH SELECTED BY THE OWNER.

DOOR SCHEDULE

Mark	Height	Width	Function	Type	Pressures (+/-)	FLA #
1	8' - 8"	16' - 0"	Exterior	19086 SOD	-40.43/-47.87	251.4
2	8' - 8"	16' - 0"	Exterior	19086 SOD	-40.43/-47.87	251.4

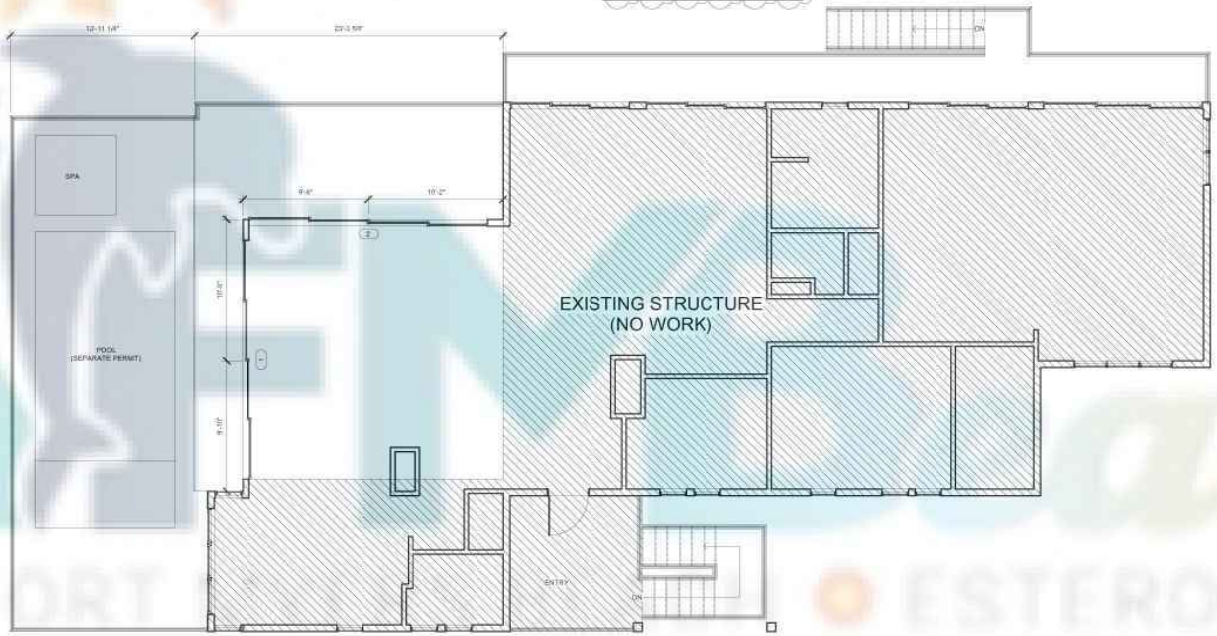


NOT TO SCALE

3 WATER RESISTIVE BARRIER DETAIL
1/2" = 1'-0"

EXISTING AREA CALCULATIONS	
A/C LIVING AREA 1ST FLOOR:	2091 SF
A/C LIVING AREA 2ND FLOOR:	600 SF
GARAGE:	864 SF
LOWER UTILITY:	210 SF
CARPORT:	1170 SF
DECK:	588 SF
ENTRY:	180 SF
TOTAL:	5703 SF

PROPOSED AREA CALCULATIONS:	
A/C LIVING AREA 1ST FLOOR:	2091 SF
A/C LIVING AREA 2ND FLOOR:	600 SF
DECK ADDITION:	**547 SF**
GARAGE:	864 SF
LOWER UTILITY:	210 SF
CARPORT:	1170 SF
DECK:	588 SF
ENTRY:	180 SF
TOTAL:	5693 SF



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

PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25
REVISION: 2024.04.29

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) TYN B HUS

(SHEET NAME)
(SHEET NUMBER)

A
1.1

MICHAEL D. STEWART, PE
FLA REG. #72459
Cell: (239)-250-1670
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477

ELEVATION TYPICAL NOTES:

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



2 FRONT ELEVATION
1/4" = 1'-0"



3 LEFT ELEVATION
1/4" = 1'-0"



PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25
REVISION: 2024.04.29

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) FYN B HUS

(SHEET NAME)
(SHEET NUMBER)

A
2.0

MICHAEL D. STEWART, PE
FLA REG. #72459
Cell: (219)-210-1470
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477

ELEVATION TYPICAL NOTES:

ROOF NOTE:
- SEE ROOF PLAN FOR GENERAL ROOF NOTES AND ROOF MATERIAL SELECTION NOTES.

TYPICAL ARCHITECTURAL NOTES:
- VERIFY ALL STRUCTURAL ELEMENTS WITH STRUCTURAL ENGINEER
- COORDINATE ALL INTERIOR WALL, SOFFITS AND CEILING TREATMENTS WITH OWNER
- ROOF AND BEARING HEIGHTS ARE SHOWN RELATIVE TO A REFERENCE ELEVATION BASED ON TOP OF SLAB U.N.O.
- ALL HANDRAILS AND GUARD RAILS TO BE 36" AFF U.N.O. W/ ALL ELEMENTS SPACED SO AS TO NOT ALLOW THE PASSAGE OF A 4" SPHERE. PROVIDE TOE RAILING AS REQ'D, MAX 2" A.F.F. COORD. FINAL MATERIAL, DESIGN, AND FINISH WITH OWNER. HANDRAILS AND GUARDS MUST COMPLY WITH THE REQUIREMENTS OF THE FBC 2023 7th EDITION.



2 REAR ELEVATION
1/4" = 1'-0"



3 RIGHT ELEVATION
1/4" = 1'-0"



PERMIT: 2024.04.03
REVISION: 2024.04.09
REVISION: 2024.04.25
REVISION: 2024.04.29

PROJECT INFORMATION

Private Residence

(PROJECT ADDRESS)
21391 WIDGEON TERRACE
FORT MYERS BEACH, FL

(DRAWN BY) TYN B HUS

(SHEET NAME)
(SHEET NUMBER)

A
2.1

MICHAEL D. STEWART, PE
FLA REG. #72459
Cell: (219)-291-1470
Email: MStewart@MStewartPE.com
PROFESSIONAL ENGINEERING SERVICES

JOBSITE COPY

Reviewed for Compliance

PERMIT 234477

Appeal Bates #41

App. No. 0137

JOBSITE COPY

GENERAL NOTES

ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE IDENTICAL AND SHALL BE CONSTRUCTED TO APPLY TO SIMILAR SITUATIONS ELSEWHERE IN THE WORK EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN

THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL REPORT ALL DISCREPANCIES BETWEEN THE DRAWINGS AND EXISTING CONDITIONS TO THE DESIGNER PRIOR TO ORDERING AND AGAIN PRIOR TO COMMENCING WORK

ALL BOLTS, NUTS, WASHERS, STRAPS, AND FASTENERS INCLUDING NAILS, SHALL BE HOT DIP GALVANIZED OR STAINLESS STEEL CONFORMING ANCHORAGE SHALL BE PROVIDED BETWEEN ALL TRUSSES, WALL SECTIONS, BEAMS, POSTS, AND FOUNDATION WITH THE USE OF STRAPS AND CONNECTORS AS SPECIFIED HEREIN

IF ALUMINUM IS TO BE USED IN ANY AREA ALL FASTENERS IN CONTACT SHALL BE ALUMINUM ALSO OR A DIFFERENCE SHALL BE PROVIDED TO PREVENT GALVANIC ACTION BETWEEN DISSIMILAR METALS.

ALL OPENINGS AND OPENABLE LOCATIONS ARE BASED ON NOMINAL MODULAR SIZES. DIMENSIONS MAY VARY DUE TO EXTERNAL BUILDING, TRIM ALLOWANCE, LOADING OR OTHER CONDITIONS NECESSARY TO COMPLETE THE CONSTRUCTION. THE CONTRACTOR MAY NOT BE RESPONSIBLE TO THE ACTUAL REQUIREMENTS OF THE STRUCTURE AND NOT BETTER THAN SPECIFIED.

PROVIDE CAULKING AND SEALING AT ALL EXTERIOR DOORS AND WINDOWS. PROVIDE THRESHOLDS AND WEATHER STRIPPING AT ALL EXTERIOR DOORS. ALL OTHER WOOD WITH OR INCIDENTAL TO THE WORK, CONFORMING TO THE REQUIREMENTS OF ONE IS IN THE JOB.

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH FOR SPECIFIC ITEMS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT THESE DRAWINGS FOR DETAILS OF OPENINGS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS.

CONTRACTOR SHALL LOCATE ALL BURIED UTILITIES PRIOR TO EXCAVATION FOR FOOTING FOUNDATIONS. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF POTENTIAL CONFLICTS IMMEDIATELY FOR RESOLUTIONS AND REVISED DETAILS.

CODE REQUIREMENTS: THE BUILDING STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE 2020 EDITION AND REVISIONS OF THE FLORIDA BUILDING CODE. ECSI ON ALL APPLICABLE PROVISIONS FOR ALL PHASES OF CONSTRUCTION.

TEMPORARY CONDITIONS: THE STRUCTURAL INTEGRITY OF THE COMPLETED STRUCTURE DEPENDS ON BRACING FOR VARIOUS CONSTRUCTION COMPONENTS. PROVIDE ADEQUATE BRACING, SHORING, AND OTHER TEMPORARY SUPPORTS AS REQUIRED TO SAFELY COMPLETE THE WORK. THE STRUCTURE MUST NOT BE THE DRAWINGS AND NOTES DESIGNED FOR STABILITY UNDER FINAL CONFIGURATION ONLY.

THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO DETERMINE CONSTRUCTION PROCEDURES AND METHODS REQUIRED TO MAINTAIN STABILITY OF THE BUILDING AND ITS COMPONENTS DURING CONSTRUCTION. THIS INCLUDES THE ADDITION OF NECESSARY BRACING, SHEETING, TEMPORARY BRACING GUYS OR TIE DOWNS.

WOOD FRAMING NOTES

ALL FRAMING SHALL BE PLUMB FROM FACE WITH THE ALIGNABLE FACES OF MEMBERS FOR THE ARCHITECTURAL DESIGN APPLICATION.

ALL LUMBER IN CONTACT WITH THE CONCRETE OR MASONRY SHALL BE PROTECTED OR PRESERVE TREATED. ALL WOOD SHALL BE FREE FROM DEFECTS THAT WOULD REDUCE THE STRENGTH OR DURABILITY OF THE MEMBER BEYOND THE ALLOWANCES ASSUMED IN THE DESIGN. ALL FRAMING SHALL BE COMMON GRADE AND SHALL BE OF THE SIZE AND NUMBER INDICATED ON THE DRAWINGS. MEMBERS WITH KNOTS, SLOPE OF GRAIN OR OTHER DEFECTS THAT EXCEED THE ALLOWABLE SHALL BE REJECTED OR USED IN LOCATIONS WHERE THEIR STRENGTH IS NOT CRITICAL.

ALL WOOD FRAMING SHALL BE FABRICATED AND ERECTED TO FIT ACCURATELY. DRILL AND NOTCH MEMBERS ONLY AS SHOWN ON THE DRAWINGS. DO NOT CUT OR DRILL HOLES IN TRUSS CHORDS OR WEBS EXCEPT AS SPECIFICALLY SHOWN ON THE TRUSS DESIGN DRAWINGS.

ALL WOOD MEMBERS SUPPORTED TO CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.

ALL METAL CONNECTORS AND FABRICATIONS SHALL COMPLY WITH ANSI, ASTM SPECIFICATIONS.

WOOD BLOCK ALL JOISTS AND RAFTERS AT INTERIOR POINTS OF SUPPORT.

WHERE WOOD FRAME WALLS ARE FACED WITH BRICK VENEER, PROVIDE A MINIMUM OF MINERAL FACED FIBER REINFORCED OVER WHERE IS THE RECESSED OR SIMILAR.

WHERE SPECIFIED ON "SHEAR WALL SCHEDULE" TYPICAL 2x4 FRAME OR SIMILAR WALLS SHALL BE 2x4 STUDS @ 16" o.c. WITH 1/2" APA RATED SHEATHING WITH 8d NAILS @ 6" o.c. EDGE AND 12" o.c. FIELD. PROVIDE SOLID BLOCKING AT ALL HORIZONTAL JOINTS. WHERE SHEAR WALLS ARE SHOWN ON THE PLANS, THEY SHALL BE CONSTRUCTED AS FOLLOWS: SHEAR WALL SCHEDULE: PROVIDE SHEAR PANELS AS SHOWN ON THE PLANS. WHERE SHEAR WALLS ARE SHOWN ON THE PLANS, THEY SHALL BE CONSTRUCTED AS FOLLOWS: SHEAR WALL SCHEDULE: PROVIDE SHEAR PANELS AS SHOWN ON THE PLANS. WHERE SHEAR WALLS ARE SHOWN ON THE PLANS, THEY SHALL BE CONSTRUCTED AS FOLLOWS: SHEAR WALL SCHEDULE: PROVIDE SHEAR PANELS AS SHOWN ON THE PLANS.

WHERE SPECIFIED ON "SHEAR WALL SCHEDULE" TYPICAL 2x4 FRAME OR SIMILAR WALLS SHALL BE 2x4 STUDS @ 16" o.c. WITH 1/2" APA RATED SHEATHING WITH 8d NAILS @ 6" o.c. EDGE AND 12" o.c. FIELD. PROVIDE SOLID BLOCKING AT ALL HORIZONTAL JOINTS. WHERE SHEAR WALLS ARE SHOWN ON THE PLANS, THEY SHALL BE CONSTRUCTED AS FOLLOWS: SHEAR WALL SCHEDULE: PROVIDE SHEAR PANELS AS SHOWN ON THE PLANS. WHERE SHEAR WALLS ARE SHOWN ON THE PLANS, THEY SHALL BE CONSTRUCTED AS FOLLOWS: SHEAR WALL SCHEDULE: PROVIDE SHEAR PANELS AS SHOWN ON THE PLANS.

WHERE SPECIFIED ON "SHEAR WALL SCHEDULE" TYPICAL 2x4 FRAME OR SIMILAR WALLS SHALL BE 2x4 STUDS @ 16" o.c. WITH 1/2" APA RATED SHEATHING WITH 8d NAILS @ 6" o.c. EDGE AND 12" o.c. FIELD. PROVIDE SOLID BLOCKING AT ALL HORIZONTAL JOINTS. WHERE SHEAR WALLS ARE SHOWN ON THE PLANS, THEY SHALL BE CONSTRUCTED AS FOLLOWS: SHEAR WALL SCHEDULE: PROVIDE SHEAR PANELS AS SHOWN ON THE PLANS. WHERE SHEAR WALLS ARE SHOWN ON THE PLANS, THEY SHALL BE CONSTRUCTED AS FOLLOWS: SHEAR WALL SCHEDULE: PROVIDE SHEAR PANELS AS SHOWN ON THE PLANS.

DOUBLE TOP PLATES SHALL BE OVERLAPPED AT CORNERS AND SECURED WITH 12d NAILS. END WALL SPACES SHALL BE AT MINIMUM BY TWO ROWS OF 16d NAILS AT 8" O.C. (STAGGERED).

FASTEN MULTIPLE PLY BEAMS, COLUMNS AND OTHER BUILT-UP SECTION PROVIDED BY THE MANUFACTURER'S REQUIREMENTS.

WHERE FLOOR SHEATHING IS NOTED ON BOTTOM OF FLOOR SHEATHING IS TO BE ADHERED AT 40 LBS. TO MEET OR EXCEED ASTM D 3498 OR ANSI A136.1 AND DIRECTLY TO SUBSTRATE.

WHERE PRE-ENGINEERED FLOOR TRUSSES OR WOOD FRAMING MEMBERS DEVELOP FRAME WALLS, PROVIDE A CONTINUOUS DOUBLED OF 2 2x4's LISTED OF FLOOR SYSTEM. USE SPECIFICATIONS OF 1 to 50 ft. VENDOR APPROVED TRUSS FLOOR FRAMING MEMBER STOOP OVER TOP WITH BRACE.

FLOOR NOTES

FLOOR SYSTEMS SHALL CONFORM TO THE REQUIREMENTS OF THE PROJECT STANDARD PER THE CONSTRUCTION DOCUMENTS, FLOOR LOAD ON ADAPTOR, AS NOTED ON DRAWINGS. WHERE LOAD IS NOT NOTED, HAND SHALL BE APPLIED TO HEATING, DEPENDING.

PROVIDE 3/8" APA RATED FLOOR SHEATHING PANELS OVER ALL FLOOR JOISTS AND TRUSSES UNLESS NOTED OTHERWISE. PROVIDE 3/8" APA RATED FLOOR SHEATHING PANELS OVER ALL FLOOR JOISTS AND TRUSSES UNLESS NOTED OTHERWISE. PROVIDE 3/8" APA RATED FLOOR SHEATHING PANELS OVER ALL FLOOR JOISTS AND TRUSSES UNLESS NOTED OTHERWISE. FOR ALL TONGUE AND GROOVE APPLICATIONS PROVIDE 3/4" APA SHEATHING PANELS OVER ALL FLOOR JOISTS AND TRUSSES UNLESS NOTED OTHERWISE.

PROVIDE 3/4" APA RATED FLOOR SHEATHING PANELS OVER ALL FLOOR JOISTS AND TRUSSES UNLESS NOTED OTHERWISE. PROVIDE 3/4" APA RATED FLOOR SHEATHING PANELS OVER ALL FLOOR JOISTS AND TRUSSES UNLESS NOTED OTHERWISE. FOR ALL TONGUE AND GROOVE APPLICATIONS PROVIDE 3/4" APA SHEATHING PANELS OVER ALL FLOOR JOISTS AND TRUSSES UNLESS NOTED OTHERWISE. FOR ALL TONGUE AND GROOVE APPLICATIONS PROVIDE 3/4" APA SHEATHING PANELS OVER ALL FLOOR JOISTS AND TRUSSES UNLESS NOTED OTHERWISE.

FLOOR CONSTRUCTION SHALL BE IN CONFORMANCE WITH APA RECOMMENDATIONS. ALLOW 1/8" SPACING AT PANEL EDGES UNLESS OTHERWISE RECOMMENDED BY THE PANEL MANUFACTURER.

ALL ROOF AND WALL SHEATHING SHALL BE INSTALLED WITH FACE GRAIN PERPENDICULAR TO SUPPORTS, EXCEPT AS INDICATED ON THE DRAWINGS. STAGGER ENDS OF ADJACENT PANELS SO THAT ALL PANEL EDGES OCCUR OVER SUPPORTS.

ROOF SHEATHING SHALL BE SOLIDLY TONGUE AND GROOVE, OR HAVE EDGES SUPPORTED BY CLIPS, ATTACH PLYCLIPS TO ROOF FRAMING MEMBERS WITH 8d NAILS AS SPECIFIED BY THE PLYCLIP MANUFACTURER. INSTALL PLYCLIPS AT ALL UNSUPPORTED PANEL EDGES.

ALL EXTERIOR WALL ON THE EXTERIOR OF THE BUILDING AND ALL SHEATHING SHALL BE APPLIED WITH THE LONG DIMENSION PARALLEL TO FRAMING. EDGES SHALL BE BLOCKED WITH 2x FRAMING AT ALL PANEL EDGES. ATTACH PLYCLIPS AT ALL UNSUPPORTED PANEL EDGES. ALL SHEATHING SHALL BE INSTALLED WITH THE LONG DIMENSION PARALLEL TO FRAMING. EDGES SHALL BE BLOCKED WITH 2x FRAMING AT ALL PANEL EDGES. ATTACH PLYCLIPS AT ALL UNSUPPORTED PANEL EDGES.

ATTACH PLYWOOD SHEATHING TO SUPPORTING MEMBERS WITH NAILS AS SPECIFIED IN THE SCHEDULE BELOW. THE PANEL EDGES AND AT THE CENTER ALONG INTERMEDIATE SUPPORTS. SPACE NAILS AS SHOWN ON THE PLANS AND SCHEDULE BELOW.

ROOF FRAMING CONSTRUCTION

FRAMING ACCESSORIES ARE ARCHITECTURAL PATTERNS SHALL BE JOINT PROTECTED BY EMPSON COMPANY OR APPROVED EQUAL AND OF THE SIZE AND TYPE SHOWN ON THE DRAWINGS.

HANGER MAY BE GENERALLY USED ON TYPE PLANS OR SHOWN ON PLANS WHERE THEY ARE REPRESENTED ON THE NORMAL FRAMING MEMBERS SUCH AS HEADERS SHALL BE THE HANGER FOR ALL HEADERS. ALL CONNECTORS SHALL BE KEPT OF GALVANIZED OR ZINC COATED STEEL AS APPLIED. CONNECTORS UNDER WEATHER OR WHERE ARE NOT SHOWN OR NOTED ON THE DRAWINGS SHALL BE OF STAINLESS STEEL OR PROTECTION AS NOTED. ALL CONNECTORS SHALL BE KEPT OF GALVANIZED OR ZINC COATED STEEL AS APPLIED. CONNECTORS UNDER WEATHER OR WHERE ARE NOT SHOWN OR NOTED ON THE DRAWINGS SHALL BE OF STAINLESS STEEL OR PROTECTION AS NOTED. INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

ALL ROOF TRUSSES SHALL BE DESIGNED BY A REGISTERED ENGINEER. ALL TRUSSES SHALL BE SHOP FABRICATED AND SHALL BE DELIVERED TO THE JOB SITE IN ASSEMBLED CONDITION. ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS. ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS. ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS.

ALL TOP CHORD SHEATHING AND ROOF CONNECTION PANEL OF TRUSSES SHALL BE 3/8" APA RATED SHEATHING EXPOSURE 1 WITH 8d NAILS @ 6" o.c. EDGE AND 12" o.c. FIELD. ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS. ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS.

ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS. ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS. ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS.

BRACING OF TRUSSES AND ROOF FRAMING

BRACE SPECIFIED ALL ON DRAWINGS. BRACED TRUSS SHALL BE ON THE TOP CHORD OF ROOF TRUSS TO PREVENT BUCKLING. ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS. ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS.

WHERE ALL POWER PENETRATE BEARING AND SPECIFY ON BEARING OR LOAD BEARING PARTITION SHALL BE PLACED. GENERAL CONTRACTOR SHALL READ AND IMPLEMENT MANUFACTURERS INSTALLATION INSTRUCTIONS.

MANUFACTURED ACCESS LIMITATION CHECK CONTROL

BRACE SPECIFIED ALL ON DRAWINGS. BRACED TRUSS SHALL BE ON THE TOP CHORD OF ROOF TRUSS TO PREVENT BUCKLING. ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS. ALL TRUSSES SHALL BE DESIGNED TO SUPPORT THE LOADS SHOWN ON THE DRAWINGS.

DESIGN PARAMETERS:

APPLICABLE CODES:

FLORIDA BUILDING CODE 2020 7th EDITION AND FEC RESIDENTIAL 2020 8th EDITION
EXISTING BUILDING CODE 2021

METHOD OF DESIGN:
DESIGNED PURSUANT TO THE FLORIDA BUILDING CODE CHAP. 16, ASCE 7, ACCESS, ASNC

BUILDING OCCUPANCY CLASSIFICATION

- [ ] GROUP A - ASSEMBLY
- [ ] GROUP B - BUSINESS
- [ ] GROUP E - DAY CARE CENTERS
- [ ] GROUP F - FIXED SEATS
- [ ] GROUP F - FACTORY INDUSTRIAL
- [ ] GROUP H - HAZARDOUS
- [ ] GROUP I - INSTITUTIONAL
- [ ] GROUP M - MERCANTILE
- [x] GROUP R - RESIDENTIAL
- [ ] GROUP S - STORAGE

BUILDING CONSTRUCTION TYPE

- [ ] TYPE 1A
- [ ] TYPE 1B
- [ ] TYPE 2A
- [ ] TYPE 2B
- [ ] TYPE 3A
- [ ] TYPE 3B
- [ ] TYPE 4
- [ ] TYPE 5A
- [x] TYPE 5B

EXPOSURE CATAGORY

- [ ] B
- [ ] C
- [x] D

WIND-BORNE DEBRIS REGION

- [ ] NO
- [x] YES

- [x] IMPACT RESISTANT GLASS
- [ ] IMPACT RESISTANT SHUTTERS
- [ ] IMPACT RESISTANT STORM PANELS
- [ ] IMPACT RESISTANT COVERING FOR GLASS & DOOR PANELS
- [ ] N/A

INTERNAL PRESSURE COEFFICIENTS

- [ ] ENCLOSED
- [x] PARTIALLY ENCLOSED
- [ ] OPEN

SEISMIC DESIGN SPEED

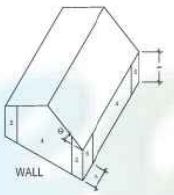
- [x] 130 MPH (EXCLUSIVE HURRICANE)
- [ ] 170 MPH (EXCLUSIVE HURRICANE)

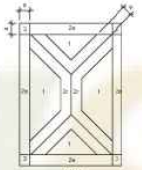
Wind Pressure Summary for C&C Zones based Upon Areas Ch 30 Pt 1 (Table 1 of 2)
All wind pressures include a load factor of 0.6

Zone	Figure	A <= 10.00 sq ft psf	A = 10.00 sq ft psf	A = 20.00 sq ft psf	A = 50.00 sq ft psf
1	30.3-2C	33.16 -59.55	33.16 -59.55	28.63 +52.74	23.69 +43.74
1_OH	30.3-2C	9.60 -71.61	9.60 -71.20	9.60 +70.43	9.60 +69.80
2e	30.3-2C	33.16 -82.16	33.16 -82.16	28.63 -71.16	23.69 +61.91
2e_OH	30.3-2C	9.60 -94.22	9.60 -93.21	9.60 +88.12	9.60 +83.17
2r	30.3-2C	33.16 -82.16	33.16 -82.16	28.63 -71.16	23.69 +61.91
2r_OH	30.3-2C	9.60 -94.22	9.60 -93.21	9.60 +88.12	9.60 +83.17
3	30.3-2C	33.16 -82.16	33.16 -82.16	28.63 -71.16	23.69 +61.91
3_OH	30.3-2C	9.60 +116.83	9.60 +110.41	9.60 +97.95	9.60 +81.97
4	30.3-1	46.47 -48.24	46.47 -48.24	42.47 -44.24	39.82 -43.58
5	30.3-1	46.47 -59.55	46.47 -59.55	42.47 -55.58	39.82 -50.24

Wind Pressure Summary for C&C Zones based Upon Areas Ch 30 Pt 1 (Table 2 of 2)
All wind pressures include a load factor of 0.6

Zone	Figure	A = 100.00 sq ft psf	A = 200.00 sq ft psf	A > 500.00 sq ft psf
1	30.3-2C	18.09 -26.93	18.09 -26.93	18.09 -26.93
1_OH	30.3-2C	9.60 +60.62	9.60 +47.84	9.60 +47.84
2e	30.3-2C	18.09 -53.19	18.09 -44.47	18.09 -44.47
2e_OH	30.3-2C	9.60 +79.27	9.60 +75.37	9.60 +75.37
2r	30.3-2C	18.09 -53.19	18.09 -44.47	18.09 -44.47
2r_OH	30.3-2C	9.60 +79.27	9.60 +75.37	9.60 +75.37
3	30.3-2C	18.09 -53.19	18.09 -44.47	18.09 -44.47
3_OH	30.3-2C	9.60 +69.00	9.60 +56.53	9.60 +56.53
4	30.3-1	37.82 -41.58	35.81 -39.58	33.16 -36.93
5	30.3-1	37.82 -48.24	35.81 -42.33	33.16 -36.93



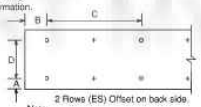


Minimum Fastening Requirements for Multi-Ply Frame Members		3-1/2" Wide		5-1/4" Wide		7" Wide
SAWN LUMBER SHOWN WITH 1/2" PLYWOOD SPACER		LVL	SAWN	LVL	SAWN	LVL ONLY
Fastener Type	Depth	2-ply		3-ply		4-ply
10d Nails	7-1/4" ≤ d <14"	3 rows @ 12" o.c.		3 rows @ 12" o.c. (ES)		----
	d ≥ 14"	4 rows @ 12" o.c.		4 rows @ 12" o.c. (ES)		----
16d Nails	7-1/4" ≤ d <14"	2 rows @ 12" o.c.		2 rows @ 12" o.c. (ES)		----
	d ≥ 14"	3 rows @ 12" o.c.		3 rows @ 12" o.c. (ES)		----
1/2" ø Thru-Bolts	d ≥ 7-1/4"	2 rows @ 24" o.c.		2 rows @ 18" o.c. (ES)		----
SDS 1/4" x 3-1/2"		2 rows @ 24" o.c.		2 rows @ 24" o.c. (ES)		2 rows @ 24" o.c. (ES)
SDS 1/4" x 6"		----		----		2 rows @ 24" o.c. (ES)
5" TrussLok		----		2 rows @ 24" o.c. (ES)		
6" TrussLok		----		----		2 rows @ 24" o.c. (ES)

1. (ES) = Each Side, offset fasteners up to 1/2" of the on center spacing.
2. Consult Georgia Pacific Specification Manual for Additional Information.
3. Fastener spacing based off the 2005 NDS Manual.

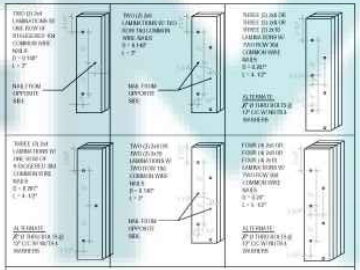
Fastener Clearances for Multi-Ply Members

Fastener Type	A	B		C		D
	Min.	Min.	Max	Min.	Max	Min.
10d & 16d Nails	2"	2"	6"	4"	12"	3"
Bolts & Screws	2"	4"	12"	4"	24"	3"



2 Rows (ES) Offset on back side.

Note:
Edges Distances also apply to beams only fastened on one side.



BUILD-UP COLUMN DETAIL/NOTES:

1. ADJACENT NAILS ARE DRIVEN FROM OPPOSITE SIDES OF THE COLUMN.
2. ALL NAILS TO PENETRATE AT LEAST 3/4 OF THICKNESS OF LAST PENETRATION.
3. 1SD = END DIST. = 15D
4. 2SD = SPACE BET. ROWS OF NAILS = 2SD
5. 1SD = EDGE DIST. = 2SD
6. 2 OR MORE LONGITUDINAL ROWS OF NAILS ARE PROVIDED WHEN d > 3mm.
7. D = NAIL DIAMETER
   d = DEPTH (FACE WIDTH) OF INDIVIDUAL LAMINATIONS
   t min. = THICKNESS OF THINNEST LAMINATION
8. WHEN ONE ROW OF NAILS ARE REQUIRED, ADJACENT NAILS SHALL BE STAGGERED.
9. WHEN ONE ROW OF NAILS ARE REQUIRED, ADJACENT NAILS SHALL BE STAGGERED.
10. WHEN THREE OR MORE LONGITUDINAL ROWS OF NAILS ARE USED, NAILS IN ADJACENT ROWS SHALL BE STAGGERED.
11. WHEN THREE OR MORE LONGITUDINAL ROWS OF NAILS ARE USED, NAILS IN ADJACENT ROWS SHALL BE STAGGERED.
12. WHEN BORED HOLES ARE DESIRED TO PREVENT SPLITTING OF WOOD, THE DIAMETER OF THE BORED HOLE SHALL NOT EXCEED 75% OF NAIL DIAMETER FOR SOUTHERN PINE.
THESE DETAILS REPRODUCED FROM NDS SPECIFICATIONS 2005 EDITION

STRUCTURAL SHEATHING CONNECTORS

MINIMUM CONNECTIONS FOR EACH USE:

1 & 4 — INTERIOR NAME WALLS @ 6" O.C. EDGE; EXTERIOR NAME WALLS @ 4" O.C. EDGE; INTERIOR NAME WALLS @ 6" O.C. FIELD

2, 3A, 3B & 5 — INTERIOR NAME WALLS @ 6" O.C. EDGE; EXTERIOR NAME WALLS @ 4" O.C. EDGE; INTERIOR NAME WALLS @ 6" O.C. FIELD

3 & 5A — INTERIOR NAME WALLS @ 6" O.C. EDGE; EXTERIOR NAME WALLS @ 4" O.C. EDGE; INTERIOR NAME WALLS @ 6" O.C. FIELD

4 — INTERIOR NAME WALLS @ 6" O.C. EDGE; EXTERIOR NAME WALLS @ 4" O.C. EDGE; INTERIOR NAME WALLS @ 6" O.C. FIELD

5 — INTERIOR NAME WALLS @ 6" O.C. EDGE; EXTERIOR NAME WALLS @ 4" O.C. EDGE; INTERIOR NAME WALLS @ 6" O.C. FIELD

SEE SPECIFICATION FOR PLYWOOD GRADES AND THICKNESS

NOTES:
1. FOUR AND WHEN WIND SHEAR PRESSURES ACTING TOWARD AND AWAY FROM THE BUILDING SURFACES
2. EDGE DISTANCE "A" = 12" E
3. WHERE INDICATED ON DRAWINGS, "E" REFERS TO BUILDING MEAN ROOF HEIGHT

NOTE:
MOST, BUT NOT ILLUSTRATION PURPOSES ONLY AND IS NOT MEANT TO SIMULATE THE ACTUAL STRUCTURE IN QUESTION

BUILDING DESIGN LOADS: [ASCE7-16 & FBC CH 16]

ROOF

TOP CHORD LIVE LOAD	=	20 PSF
BOTTOM CHORD LIVE LOAD	=	10 PSF
UNINHABITABLE ATTICS W/O STORAGE	=	10 PSF
UNINHABITABLE ATTICS W/ STORAGE	=	20 PSF
TOP CHORD DEAD LOAD	=	20 PSF
BOTTOM CHORD DEAD LOAD	=	10 PSF

FLOOR

LIVE LOAD (RESIDENTIAL)	=	40 PSF
LIVE LOAD (BALCONIES & DECKS)	=	100 PSF
LIVE LOAD (ATTICS STORAGE)	=	20 PSF
DEAD LOAD (FF FLOOR)	=	15 PSF
DEAD LOAD (FF FLOOR W/ 3" TOPPING)	=	30 PSF
DEAD LOAD (2ND FLOOR W/ 3" TOPPING)	=	30 PSF
DEAD LOAD (ROOF)	=	15 PSF
LIVE LOAD (OFFICES COMMERCIAL)	=	50 PSF
LIVE LOAD (CORRIDORS COMMERCIAL)	=	100 PSF
LIVE LOAD (RESTAURANTS COMMERCIAL)	=	100 PSF

NOTE:
MINIMUM LOAD COMBINATIONS - ASCE7-16
1.2(D&L) + 1.6 (LR&L) ETC...



MICHAEL D. STEWART
LICENSE
No 72459
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

[PROJECT ADDRESS]
21395 Widgeon
Fort Myers Beach, FL

DRAWN BY: MSS

COPYRIGHT 2021

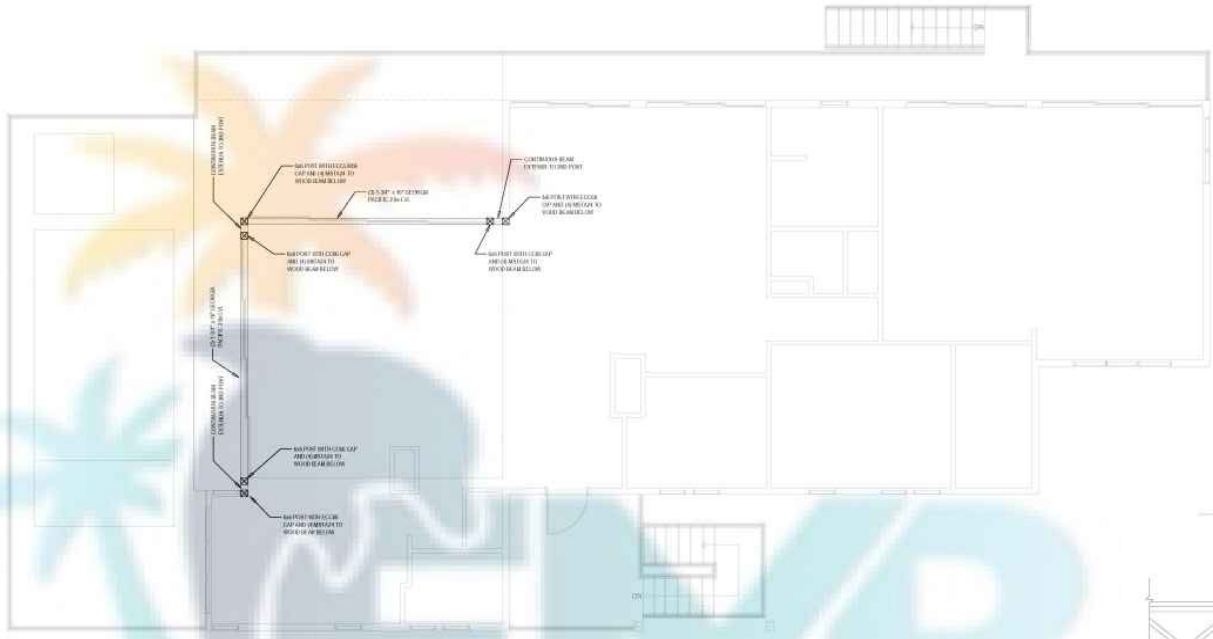
SHEET NUMBER

S0.1

MICHAEL D. STEWART, PE
FLA REG. #72459
5130 SW 11th Ct
Cape Coral, FL
Cell: (239) 292-7670
Email: MStewart@PEinsuranPE.com
PROFESSIONAL ENGINEERING SERVICES

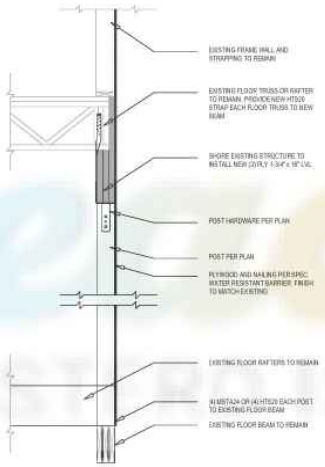
Reviewed for Compliance

PERMIT 234477



A S1.1 **Beam Plan**

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



1 S1.1 **New Post and Beam Detail**

NOT TO SCALE





PERMIT: 2024.04.03

PROJECT INFORMATION

Private Residence

[PROJECT ADDRESS]
2139 S Widgeon
Fort Myers Beach, FL

[DRAWN BY] MSS

[COPYRIGHT 2023]

[SHEET NUMBER]

S1.1

MICHAEL D. STEWART, PE
FLA REG. #72459
5130 SW 13th CT
Cape Coral, FL
Cell: (239) 292-7670
Email: MStewartSBP@comcast.net
PROFESSIONAL ENGINEERING SERVICES

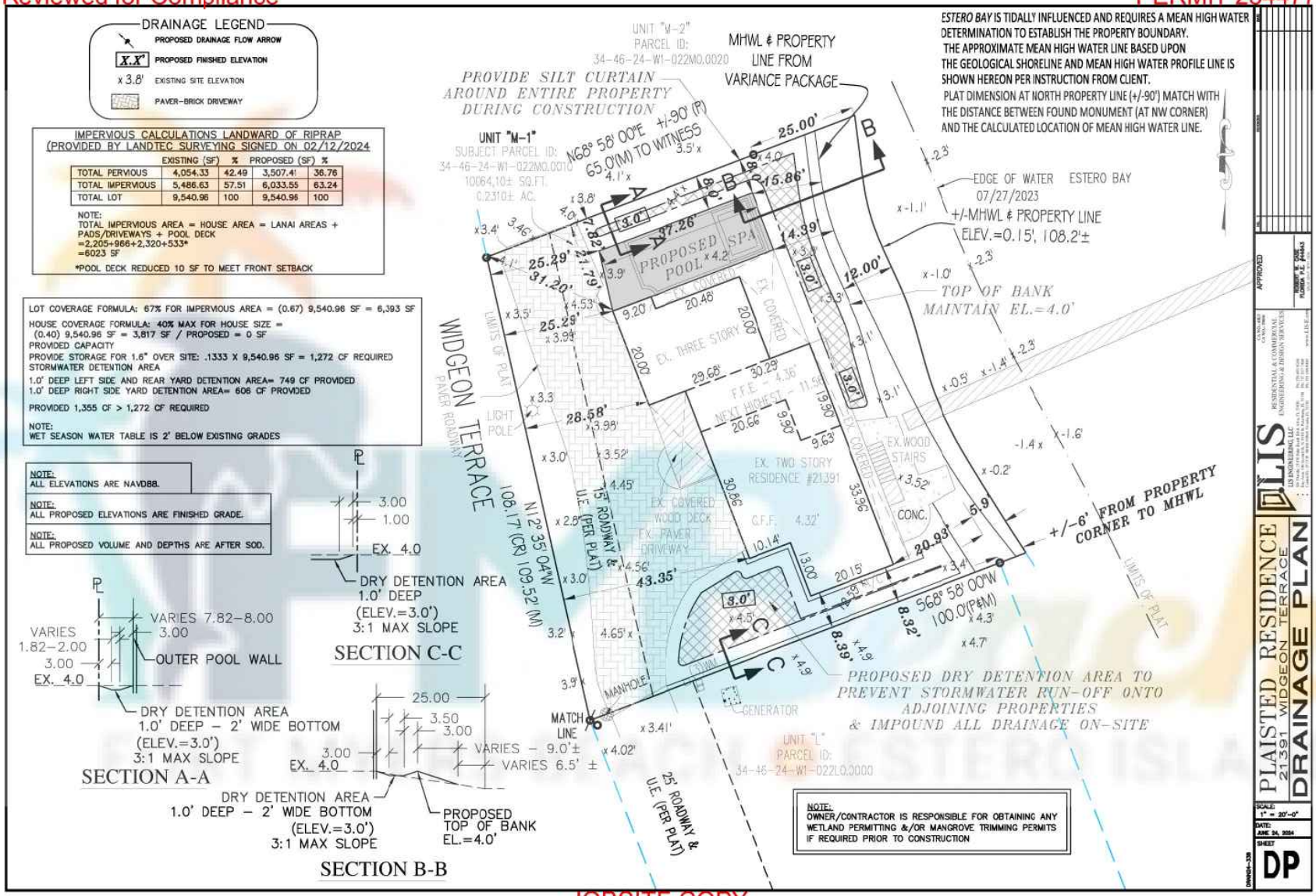
JOBSITE COPY

Appeal Bates #42

App. No. 0138

Reviewed for Compliance

PERMIT 234477



JOBSITE COPY

Appeal Bates #43

App. No. 0139

Reviewed for Compliance

PERMIT 234477

PAGE 1 OF 1

SCALE:1"=30'

TYPE OF SURVEY:
- ■ BOUNDARY
- □ ALTA/NSPS
- ■ CONSTRUCTION
- ■ TOPOGRAPHIC
- □ CONDOMINIUM
- □ SPECIAL PURPOSE

PRINTING INSTRUCTIONS

WHEN PRINTING THIS PDF IN ADOBE SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING. DO NOT USE "FIT".

ABBREVIATION LEGEND
(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

A or AL = ARC LENGTH	EL or ELEV = ELEVATION
CA = CENTRAL ANGLE	EM = ELECTRIC METER
CATV = CABLE TV RISER	FIR = FOUND IRON ROD
CF = CALCULATED FROM FIELD	FN = FOUND NAIL
CR = CALCULATED FROM RECORD	FND = FOUND
CH = CHORD DISTANCE	L= LEGAL DESCRIPTION
C/O = CLEANOUT	M = MEASURED
CONC. = CONCRETE	OHC = OVERHEAD CABLE
DE = DRAINAGE EASEMENT	P = PLAT
PI = POINT OF INTERSECTION	R = RADIUS
PT = POINT OF TANGENCY	SEC = SECTION
PC = POINT OF CURVE	TWP = TOWNSHIP
PRC = POINT OF REVERSE CURVE	RNG = RANGE
PCC = POINT OF COMPOUND CURVE	QTR = QUARTER
POB = POINT OF BEGINNING	TR = TELEPHONE RISER
POC = POINT OF COMMENCEMENT	UE = UTILITY EASEMENT
PH = POOL HEATER	UP = UTILITY POLE
PP = POOL PUMP	WM = WATER METER
	WV = WATER VALVE

SYMBOLS - NOT-TO-SCALE
(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

= UTILITY POLE	= WELL
= LIGHT POLE	= CENTER LINE
= CATCH BASIN	= PARTY WALL
= FIRE HYDRANT	AC = AIR CONDITIONER
= MANHOLE	= SEPTIC LID
= WATER VALVE	= ELEV. SHOT
WM = WATER METER	
= HANDICAP PARKING SPACE	
= SEC. QTR. CORNER	
= SECTION CORNER	

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

SIGNATURE _____ DATE: 2-12-2024

PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

IMPERVIOUS / PERVIOUS

EXISTING IMPROVEMENTS
TOTAL IMPERVIOUS = 5486.63 SQ FT 57.51%
TOTAL PERVIOUS = 4054.33 SQ FT 42.49%
TOTAL LOT = 9540.96 SQ FT 100%

CALCULATION INCLUDING PROPOSED IMPROVEMENTS
TOTAL IMPERVIOUS = 6033.55 SQ FT 63.24%
TOTAL PERVIOUS = 3507.41 SQ FT 36.76%
TOTAL LOT = 9540.96 SQ FT 100%



BEARING REFERENCE:

CENTERLINE OF 93RD AVENUE AS N 88°46'09" W AS REFERENCED IN SUBJECT PROPERTY LEGAL DESCRIPTION. ALL BEARINGSS SHOWN HEREON REFERENCED THERETO

Job Number : 179798-SW	Field: K.A.
Drawn By : E.I.	Date of Field Work : 07/28/2023

PURPOSE OF SURVEY: CONSTRUCTION PERMITS

REVISIONS

02/12/2024 - POOL SITE PLAN - SG	

PROPERTY ADDRESS:
21391 WIDGEON TERRACE,
FORT MYERS , FL. 33931

LEGAL DESCRIPTION:
UNIT M-1 OF FLAMINGO HARBOUR CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 1089, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ALL AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

FLOOD INFORMATION:
ZONE: "VE"
ELEV. = 12.00' (NAVD88)
MAP PANEL#: 12071C0567G
EFFECTIVE DATE: 11/17/2022

LINE TABLE

	BEARING	DISTANCE
L1	N68° 58' 00"E	80.71'

CURVE TABLE

	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	136.99'	700.00'	11°12'47"	136.77'	S26°36'23"E
C2	16.33'	360.00'	02°35'03"	16.33'	S30°47'15"E

LINETYPES:
BOUNDARY, EASEMENT, WOOD FENCE, OVERHEAD CABLE, BUILDING, CHAIN LINK FENCE, PLASTIC FENCE

Elevations, if shown:
Benchmark: DP3725
Benchmark Elev.: 3.27
Benchmark Datum: NAVD88
Elevations on Drawing are in: N.G.V.D.29 ☐ N.A.V.D.88 ■

Aerial Photograph
May not show latest improvements. Not-to-scale.



GENERAL NOTES:
1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2. AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY", IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFINANCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
3. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
4. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
5. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
6. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ABOVE.
7. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
8. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 5 BUSINESS DAYS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) #6539.

"CP" = CONTROLLING POINT (POINT OF ROTATION) "HFA" = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

- 15' ROADWAY AND UTILITY EASEMENT ALONG WESTERLY BOUNDARY LINE OF SUBJECT LOT.
- PAVER DRIVEWAY EXTENDS THROUGH THE WESTERLY EASEMENT.
- PAVER DRIVEWAY CROSSES THE BOUNDARY LINE ON NORTHERLY AND SOUTHERLY SIDES OF LOT AS SHOWN
- WOOD DOCK CROSSES THE BOUNDARY LINE ON EASTERLY SIDE OF LOT AS SHOWN

JOBSITE COPY

This survey has been issued by the following Landtec Surveying office:
700 W. Hillsboro Blvd. Suite 4-100
Deerfield Beach, FL 33441
Office: (561) 367-3587 Fax: (561) 465-3145
www.LandtecSurvey.com
LANDTEC SURVEYING and Lien
LICENSED BUSINESS No. 6507

App. No. 0140

Appeal Bates #44

Reviewed for Compliance

PERMIT 234477

Aquatics Drawings For:

Todd Plaisted & Kelly Moore

21391 WIDGEOM TERRACE
FT. MYERS BEACH, FL. 33921



DRAWING SCHEDULE

P-1	POOL& PIPING PLAN
P-2	SITE PLAN
P-3	ELEVATIONS
P-4	POOL DETAILS
P-5	SUB SHELL DETAIL
P-6	TDH WORKSHEETS
P-7	GENERAL NOTES & DETAILS

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE.
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREIN RESERVED.

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION.
CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7TH EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE.

COVER SHEET
TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.		

Project
Date 2/15/23
Scale AS LISTED

P-0

JOBSITE COPY

Appeal Bates #45

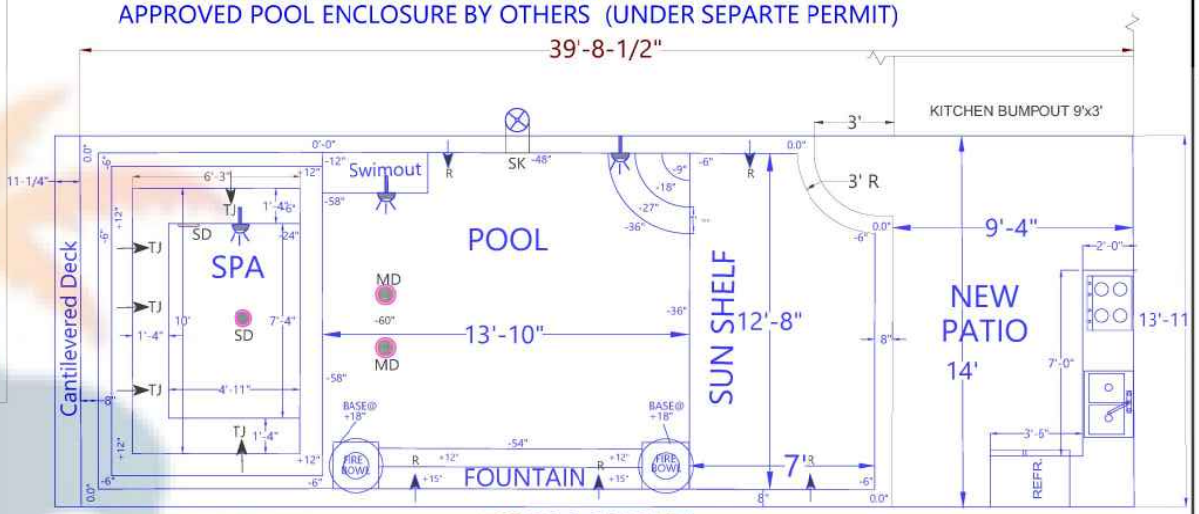
App. No. 0141

Reviewed for Compliance

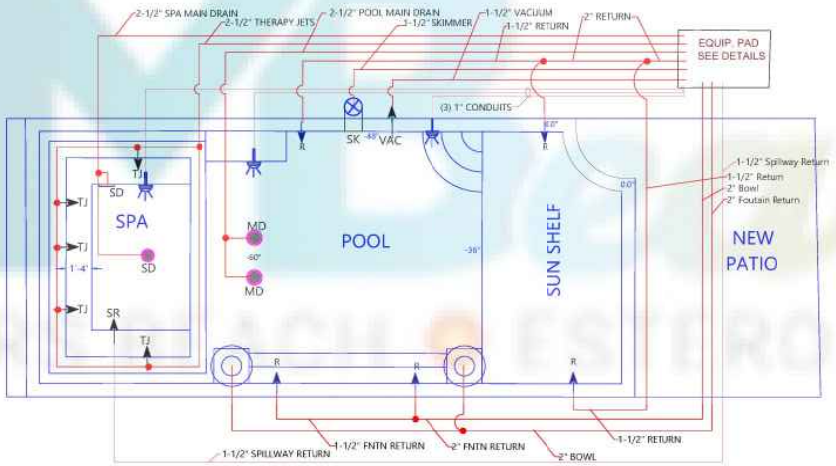
PERMIT 234477

LEGEND	
AF	AUTO FILL
BU	BUBBLER
CD	CONDUIT
DJ	DECK JET
FR	FLOOR RETURN
GD	GUTTER DRAINS
MD	POOL MAIN DRAIN
ND	NEG.EDGE MAIN DRAIN
R	RETURN
SD	SPA MAIN DRAIN
SK	SKIMMER
TJ	THERAPY JET
V	VACUUM

ALL WINDOWS & DOORS LEADING
TO POOL AREA SHALL BE ALARMED
APPROVED POOL ENCLOSURE BY OTHERS (UNDER SEPARTE PERMIT)



POOL LAYOUT
1/2"=1FT



PIPIING LAYOUT
3/8"=1FT

POOL DATA				
POOL SQ/FT	174.5	SQ/FT	52	LIN FT
POOL VOLUME	5,221.0	GAL.		
SUNSHELF SQ/FT	88.5	SQ/FT	39.5	LIN FT
SUNSHELF VOLUME	331	GAL.		
SPA SQ/FT	62.5	SQ/FT	32	LIN FT
SPA VOLUME	701	GAL.		
TOTAL SQ/FT	325.5	SQ/FT		
TOTAL VOLUME	6,253.0	GAL.		

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
RE-USE OR COMMERCIATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.
WRITTEN DIMENSION ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE

POOL & PIPING PLAN
TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.		

Project
Date 2/15/23
Scale AS LISTED
P-1

JOBSITE COPY

Appeal Bates #46

App. No. 0142

PERMIT 234477

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

SITE PLAN

TODD PLAISTED

2391 WIDGEOM TERRACE

FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.		

Project
Date 1/25/23
Scale AS LISTED

P-2

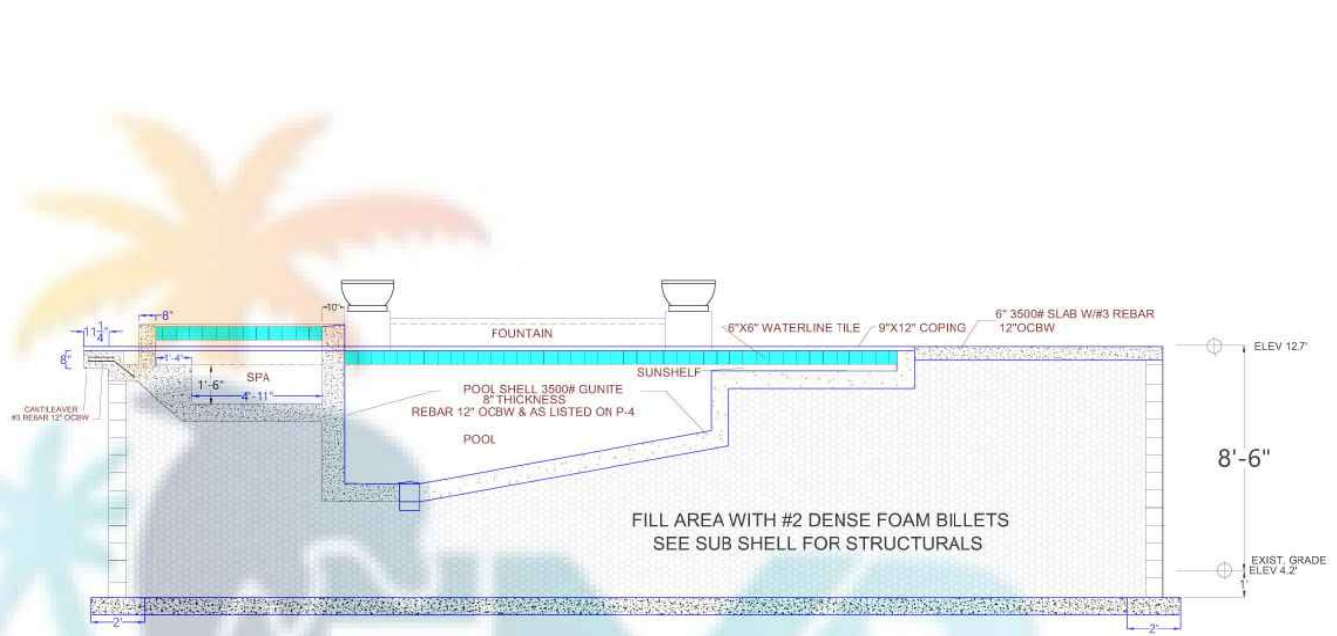


JOBSITE COPY

Reviewed for Compliance

Reviewed for Compliance

PERMIT 234477



POOL ELEVATION

1/2"=1FT

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE. NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEERS. ALL RIGHTS ARE HEREBY RESERVED.

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED. SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE, 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE

POOL ELEVATION
TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.		

Project
Date 2/15/23
Scale AS LISTED
P-3

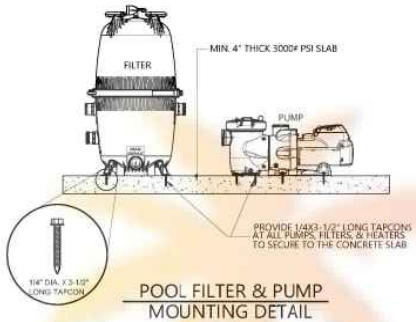
JOBSITE COPY

Appeal Bates #48

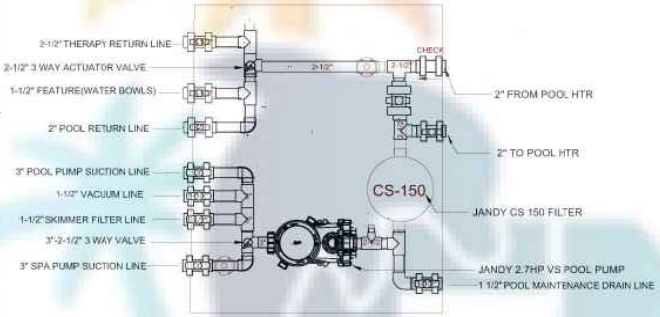
App. No. 0144

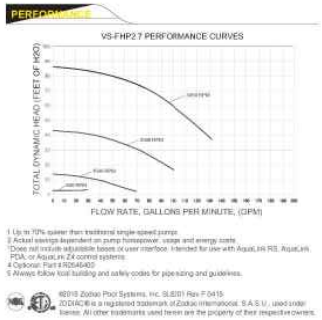
Reviewed for Compliance

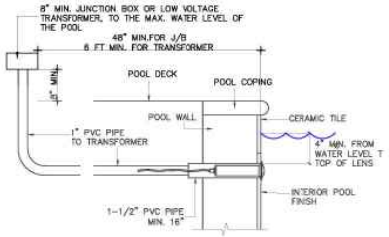
PERMIT 234477



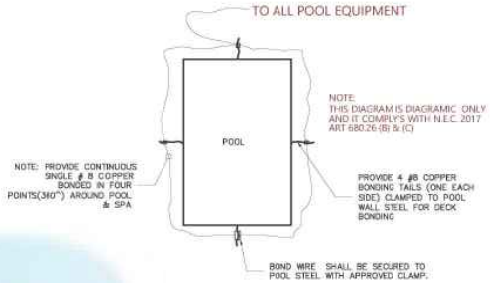
POOL FILTER & PUMP MOUNTING DETAIL







NICHELESS LIGHT DETAIL
NO SCALE



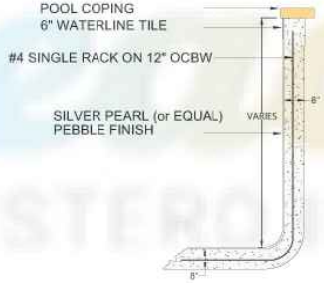
POOL BOND SCHEMATIC
N.T.S

EQUIPMENT LIST				
MARK	QTY	MFG	MODEL	DESCRIPTION
1	1	JANDY	VSPHP270DV2A	2.7 HP VARI SPEED POOL PUMP 1-5-230 1PH.
2	1	JANDY	CS150	150 SQ FT CART. FILTER (120 GPM)
3	1	HAYWARD	W-400	1-1/2" VAC LOCK SAFETY FITTING
4	4	CUSTOM MOLDED	25524-200-0000	2" FIP WALL FITTING
5	3	JANDY	JLU4C -12W -xxx	12V 12WATT RGBW NICHLESS LIGHT
6	1	HAYWARD	SP-1072S2	1-1/2"-2" SIDEWALL SKIMMER
7	5	WATERWAY	210-3400	2" X 1" THERAPY JETS
8	OPT	JANDY CHOOSE	JXI400	400 MBH GAS POOL HEATER Available in Natural or Propane
9	OPT	OR JANDY	JT 3000T	137 MBH POOL HEAT PUMP
10	OPT	JANDY	RSPS-*	MULTI CHANNEL SYSTEM CONTROLER
11	OPT	JANDY	IQ30A	WI-FI ATENNA
12	OPT	JANDY	6614LD	CONTROL PANEL W/BREAKERS
13	OPT	JANDY	7443	SPA SIDE REMOTE
14	OPT	CUSTOM MOLDED	SPG-56-5000	1" AUTOFILL (OT TYPE)



POOL-SPA.COMMON WALL DETAIL

SCALE: NTS



TYP.WALL DETAIL

SCALE: NTS

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE CAST IN CONFIDENCE. NO USE OR DISSEMINATION MAY BE MADE WITH OUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSION. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7TH EDITION AND 2017 NATIONAL ELECTRIC CODE, UNLESS NOTED OTHERWISE.

POOL DETAILS
TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.		

Project
Date 2/15/23
Scale AS LISTED
P-4

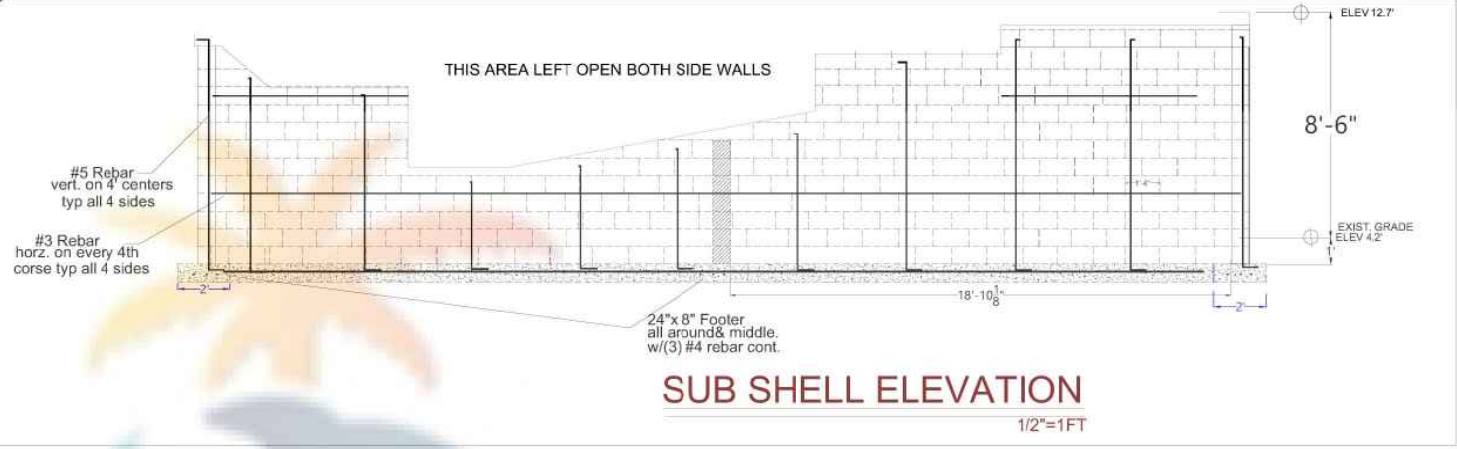
JOBSITE COPY

Appeal Bates #49

App. No. 0145

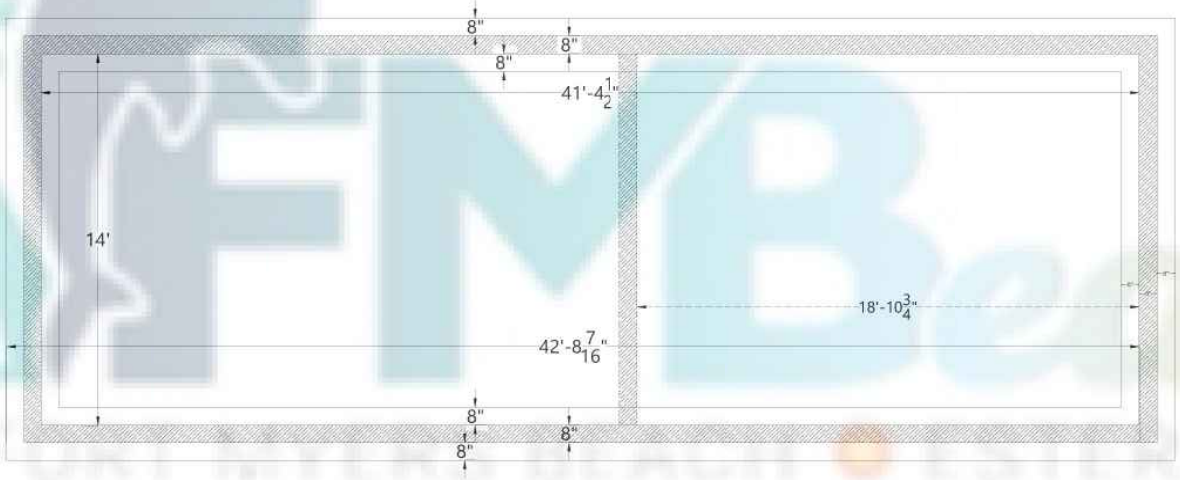
Reviewed for Compliance

PERMIT 234477



SUB SHELL ELEVATION

1/2"=1FT



SUB SHELL PLAN VIEW

1/2"=1FT

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE
NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEERS. ALL RIGHTS ARE HEREBY RESERVED.
WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.
PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7th EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE.

SUB SHELL DETAILS

TODD PLAISTED

21391 WIDGEOM TERRACE

FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.		

Project

Date 2/15/23

Scale AS LISTED

P-5

JOBSITE COPY

Appeal Bates #50

App. No. 0146

Reviewed for Compliance

PERMIT 234477

SIMPLIFIED TOTAL DYNAMIC HEAD (TDH) CALCULATION WORKSHEET

POOL/SPA

Home Owner/ Property Name: PLAISTED-MOORE Date: 02/15/23 Job # :

Property Address: 21391 WIDGEOM TERRACE City/State/Zip: FT MYERS BEACH, FLORIDA 34921

"This form must be filled out for each pump on the above listed project"

DETERMINE MAXIMUM SYSTEM FLOW RATE:

1. Calculate Pool Volume: 263.8 (SQ/FT) X 2.827 (AVV.DEPTH) X 7.48 = 5,578 (Volume) gal/cu ft.

Determine 3 min/hr. 180.00

3. Determine Max. Flow Rate: Gal 5,578.0 / 180.00 = 31.0 + 80 (Feature) 111.0 (Total)

4. Spa Jets: 7 X 12 gpm/jet = 84.0 (Gallons) Spa flow rate in Spa Mode

(For single pump / spa combo, use higher of No. 3 or No. 4 in the following calculations for the pool and spa) pump / spa

Higther flow rate 111.0

DETERMINE PIPE SIZE & TDH:

Branch Piping to Be	3	velocity @ 6fps	138 gpm	GPM Max Flow Rate	0.04
Trunk Piping to Be	2.5	velocity @ 8fps	117 gpm	GPM Max Flow Rate	0.09
Return Piping to Be	2.5	velocity @ 10fps	146 gpm	GPM Max Flow Rate	0.13

DETERMINE SIMPLIFIED TDH:

1. Friction Loss (In suction pipe) in:	3.0	per/ft 100gpm	0.07		
2. Friction Loss (In return pipe) in:	2.0	per/ft 100gpm	0.16		
3. Length of Suction Pipe (in Linear Feet)	100.0	X	0.07	=	7
4. Length of Return\ Pipe (in Linear Feet)	100.0	X	0.16	=	16

TDH in piping:	23.0	(added 3 and 4 from above)
Filter Loss in TDH:	1.5	(from filter data sheet)
Heater loss is TDH:	10.0	(from heater data sheet)
Total All Other Loss:	11.0	(record additional loss items on "additional notes")
Total TDH:	45.5	

FLOW AND FRICTION LOSSES PER FT. - SCH 40 PIPE						
Velocity - Feet Per Second						
Pipe Size	6 FT/S		8 FT/S		10 FT/S	
1"	16 gpm.	0.14	21 gpm.	0.23	26gpm.	0.35
1 1/2"	37 gpm.	0.08	50 gpm.	0.14	62 gpm.	0.24
2"	62 gpm.	0.06	82 gpm.	0.10	103 gpm.	0.16
2 1/2"	88 gpm.	0.05	117 gpm.	0.09	146 gpm.	0.13
3"	138 gpm.	0.04	181 gpm.	0.07	227 gpm.	0.10
4"	234 gpm.	0.03	313 gpm.	0.05	392 gpm.	0.07
5"	534 gpm.	0.02	712 gpm.	0.03	890 gpm.	0.05

SIMPLIFIED TOTAL DYNAMIC HEAD (TDH) CALCULATION WORKSHEET p2

POOL/SPA PUMP

	MAKE	MODEL	HP	
Pump Selection:	JANDY	VSFHP270AUT	2.7	Using pump curve for TDH and System Flow Rate

	MAKE	MODEL	MAX FLOW	REPL DATE
Main Drain Cover:	CUSTOM	25516-400	146	5 YRS

(System Flow Rate must not exceed approved cover flow rate)

NOTE: Minimum system flow based on min. flow per skimmer of 35 GPM

MAIN DRAIN PLUMBING METHOD USED:

X A. Dual outlets in parallel to one pump
B. Dual outlets in parallel to dual pumps in par
C. Parallel dual outlets to two pumps
D. Dual outlets on different planes
E. Three or more outlets in parallel symmetric
F. Three or more outlets in parallel eccentrically tapped piping
G. Three or more outlets in parallel looped piping
Single unblockable channel outlets to single pump. (Channel drain @316 gpm. Max flow rate)
I. Single unblockable channel outlets to two pumps. (Channel drain @217 w/2 ports & 278 gpm. w/3 ports)(See Note 4)

NOTES:

If a variable speed pump is used, use the Max. pump flow calculations
For side wall drains, use appropriate side wall drain flaw as published by manufacturer.
Insert manufacturer's name and approved maximum flow.
See installation instructions for number of ports to be used
suction
Pump and Filtermake, model, and location can not change without submitting a revised plan TDH worksheet
Pump curve for pump specified shall be attached to these sheets.

ADDITIONAL NOTES:

ADDITIONAL ESTIMATING, HEAD LOSSES IN FITTINGS, 45'S AND TEES (INCLUDED)

Myriam Murphy
Engineer of Record
859-866-9620
Telephone No.
bobstaubach@gmail.com
E-Mail Address

PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE AND UNDER NO CIRCUMSTANCES ARE THEY TO BE USED IN WHOLE OR IN PART, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.

PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7TH EDITION AND 2017 NATIONAL ELECTRIC CODE UNLESS NOTED OTHERWISE.

TDH CALCULATIONS
TODD PLAISTED
21391 WIDGEOM TERRACE
FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.		

Project
Date 2/15/23
Scale AS LISTED
P-6

JOBSITE COPY

Appeal Bates #51

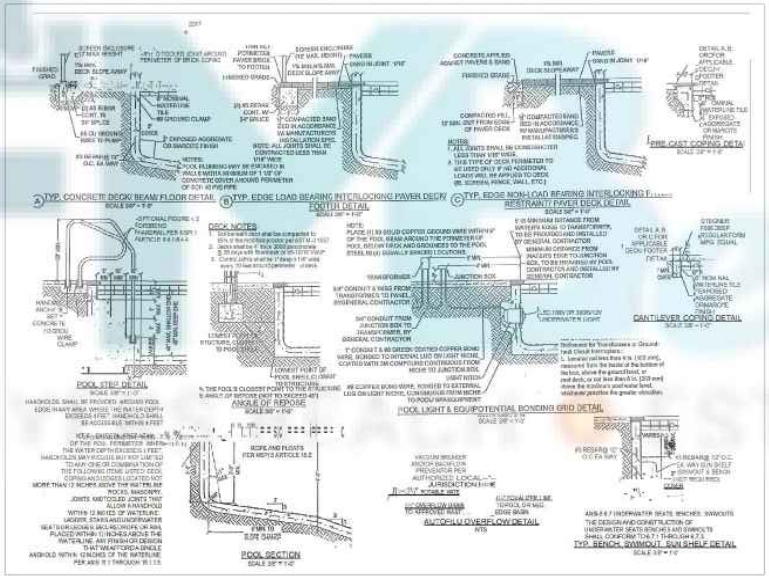
App. No. 0147

Reviewed for Compliance

PERMIT 234477







PLANS PREPARED BY:
DESIGNS BY ATO Z
DRAWN BY: MJS

THESE ENGINEERING DRAWINGS ARE GIVEN IN CONFIDENCE. NO USE OR DISSEMINATION MAY BE MADE WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER. ALL RIGHTS ARE HEREBY RESERVED.

WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE PROJECT. THE ENGINEER OF RECORD MUST BE NOTIFIED OF ANY VARIATIONS FROM DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS WHERE REQUIRED, SHOP DETAILS AND DRAWINGS MUST BE SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.

PLANS ARE DESIGNED PER 2020 FLORIDA BUILDING CODE 7TH EDITION AND ANY APPLICABLE ELECTRIC CODE UNLESS NOTED OTHERWISE

ADDITIONAL DETAILS

TODD PLAISTED

21391 WIDGEOM TERRACE

FT MYERS BEACH, FLORIDA 33921

No.	Revision/Issue	Date
1.		

Project

Date 2/15/23

Scale AS LISTED

P-7

JOBSITE COPY

Appeal Bates #52

App. No. 0148

Case # _____ Date Received: _____

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-F

Additional Required Information for an Appeal of an Administrative Action

This is the second part of a two-part application. This part requests specific information for an appeal of an administrative action. Include this form with the Request for Public Hearing form.

Fees: Appeals going to Council $1000.00

Project Name: Appeal of Open Space Calc/Lot Area - Elevated Pool 21391 Widge
Authorized Applicant: Appellant is adjoining landowner: HIMMELSTEIN ASSOCI
STRAP Number(s): Subject Property 34-46-24-W1-022M0-0010
Applicant/Owner: Todd Plaisted

Current Property Status: Vacant/Rebuild
Current Zoning: Residential Conservation (RC)
Future Land Use Map (FLUM) Category: Mixed Residential
Platted Overlay? ☑ **yes** ☐ **no** **FLUM Density Range:** 1 unit

Requested Action:

☐	Appeal interpretation of LDC Section(s) _____
☑	Appeal other administrative action (Explain: Open Space Calculation/Lot)
☐	Appeal development permit (must be authorized by property owner)
☐	Appeal decision of LPA (Explain:_____)

Date of decision: Issued 7.1.24; revoked 8.12.24; reissued 8 13 24 reissued 11.15.2

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

Case # _____ Date Received: _____

Submittal Requirements

Narratives

On separate sheets, address the following questions as applicable to the specific type of action you are appealing:

LDC Interpretation SEE ATTACHED

1. What is the interpretation that you are appealing?
Also attach copies of the request for an interpretation, and the written response by the Town, as "Exhibit 1." SEE ATTACHED

2. Describe what interpretation, in your opinion, should have been given. Explain the basis for your opinion. SEE ATTACHED

Other administrative action SEE ATTACHED

1. What administrative action are you appealing? (summarize) SEE ATTACHED
Also attached copies of your application for administrative action and the written response by the Town, as "Exhibit 1." SEE ATTACHED

2. Describe what action, in your opinion, should have been taken. Explain the basis for your opinion.

SEE ATTACHED

Appeal of development permit

1. What specific development permit application are you appealing? Include as much information as is necessary to make clear the nature of the proposed development, including site plans, elevations, construction plans, or any other relevant plans or designs. Attach these items and a copy of the written response by the Town or designee as "Exhibit 1" SEE ATTACHED

2. Describe what action should have been taken, in your opinion, on the development permit being appealed. Explain the basis for your opinion. SEE ATTACHED

Appeal of LPA decision

1. What specific LPA decision are you appealing? Indicate the context of the LPA decision (Historic Preservation Board decision, landmark sign request, MUD hearing, Comprehensive Plan interpretation) and attach a copy of the LPA resolution constituting the decision you are appealing.

2. Describe what decision the LPA (or LPA acting as Historic Preservation Board) should have made, in your opinion. Explain the basis for your opinion.

LDC Section 34-86 governs appeals of administrative actions unless other procedures are specifically provided in the LDC in a particular context. Note that an appeal is appropriate where it is alleged that there is an *error* in the administration and enforcement of the provisions of the LDC or any other ordinance. SEE ATTACHED

MEMORANDUM

TO: Mayor Allers, Vice-Mayor Safford, Council Members King, Link, & McLean

FROM: Nancy Stuparich, Town Attorney

RE: MOTION TO DISMISS *[SECOND RENEWED] ADMINISTRATIVE APPEAL BUILDING PERMIT # 242333 / #234477 (21391 Widgeon Terrace) FILED BY HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, AND STEPHANIE HIMMELSTEIN*

DATE: August 3, 2026

INTRODUCTION:

This memorandum provides the Town Attorney's opinion regarding the Motion to Dismiss filed by Todd R. Plaisted as Trustee for the Todd R. Plaisted Trust ("Plaisted"). The underlying appeal filed by Himmelstein Associates, LLC, Robert Himmelstein, and Stephanie Himmelstein ("Himmelstein") has been pending since December 12, 2024. Procedurally, an initial review of the appeal was heard before the Town Council on April 17, 2025 and continued to a date in the future to allow a decision by the Circuit Court, and a subsequent appeal to the 6th District Court of Appeal to resolve related to an approved variance. During this period of continuance, Himmelstein Associates, LLC through its attorney advised the Town staff of an error in the survey identified by the Florida Department of Agriculture & Consumer Services, Board of Professional Surveyors and Mappers. The survey was submitted for review of the requested variances and the building permit approval. The errors identified in the survey were subsequently corrected and determined by Town staff to not have any impact prior variance and impervious surface calculations related to the issuance of Building Permit #242333.

This memorandum is a supplement to the Town Attorney's prior Memorandum dated March 3, 2025, and is intended to only provide guidance regarding the procedural issues raised in the Motion to Dismiss currently before the Town Council for review on August 3, 2026. In order to do so, a general understanding of the appeal and the Town's building permit process is needed as background. The merits of the appeal will be provided to the Town Council for review in the event if the Motion to Dismiss is denied.

DISCUSSION:

Section 34-86 of the Land Development Code provides for the Town Council to review appeals of administrative decisions as follows:

(a) Function. The town council will hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, determination, or action of any administrative official charged with the administration and enforcement of the provisions of this code, or any other ordinance or portion of this code which provides for similar review; provided, however, that:

(1)No appeal to the town council shall lie from any act by such administrative official pursuant to:

a. An order, resolution, or directive of the town council directing him to perform such act; or

b.Any ordinance or other regulation or provision in this code which provides a different appellate procedure. (Emphasis added.)

(2) The appeal to the town council shall be in writing on forms provided by the director, and shall be duly filed within 30 calendar days, but not thereafter, after such act or decision by the administrative official. The appeal shall specify the grounds for the appeal.

(3) No appeal shall be considered by the town council where it appears to be a circumvention of an established or required procedure. Specifically, in no case may an appeal be heard when the town council determines that the case should more appropriately be heard on a request for a variance. (“Emphasis added.)

(4) Appeals from administrative action do not require a public hearing before the local planning agency.

(b) Considerations.

(1) In reaching its decision, the town council shall consider the following criteria, as well as any other issues which are pertinent and reasonable:

a. Whether the appeal is of a nature properly brought for decision, or whether there is an established procedure for handling the request other than through the appeal process (i.e., a variance or special exception, etc.).

b.The intent of the ordinance which is being applied or interpreted.

c. The effect the ruling will have when applied generally to this code.

(2) Staff recommendations, the testimony of the appellant, and testimony of the general public shall also be considered.

(c) Authority. In exercising its authority, the town council may reverse, affirm, or modify any decision or action of any administrative official charged with the administration or enforcement of this chapter.

Relying on Section 34-86(a), Himmelstein alleges that the Town's Building Official erred in the approval of Building Permit #242333/#234477. Building Permit#242333 permitted construction of an elevated swimming pool and accessory uses based on a survey that included calculation of impervious surface area associated with the real property as described in the deed transferring title to the property to Plaisted. A copy of the deed was included in the building permit application and provides that Plaisted owns:

> Unit M-1 of FLAMINGO HARBOUR CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1357, page 1089, of the Public Records of Lee County, Florida, and all amendments thereto, together with its undivided share in the common elements.

The Declaration of Condominium contains definitions for "common elements" and "limited common elements." A "limited common element" (area) is defined on page 2 of the Declaration of Condominium as meaning and including those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units. The Declaration does not itself restrict Plaisted from using the limited common area for purposes such as the calculation of impervious area.

Because there was no such restriction in the Declaration and because only Plaisted could use the limited common area property, the surveyor included and the Town staff relied on the surveyor's calculation of impervious area to include Plaisted's limited common element for purposes of determining impervious surface calculations associated with construction of the Plaisted swimming pool. The survey with these calculations was included in the engineering drawings and plans associated with the building permit application for the elevated pool and reviewed by the Building Official.

The Town's Building Official did not question and instead relied on the engineer's representations in his drawings and plans, that incorporated the survey calculations for impervious area. The engineer was an agent of the owner, and provided a survey, as required and as included in the engineering plans and drawings to be reviewed for

compliance with construction as required by the Florida Building Code prior to issuance of the building permit for the elevated swimming pool.

It is worthy to note the Town's building permit process provides for issuance of an approval letter for a numbered permit by the Building Department following separate reviews for zoning, flood, plans, stormwater, environmental and beach water, each of which may be subject to a different review process in the Land Development Code with a "default" to a review as an administrative appeal in Section 34-86. Once each of these areas have been reviewed and approved by designated Town staff, the Building Department issued an Approval Letter as occurred in this case.

Ordinance 24-30, amending Section 6-80 of the Land Development Code, was adopted to fill a void of procedure for reviews of decisions by the Building Official due to the expiration and nonrenewal of an Interlocal Agreement with Lee County to provide such services by the Lee County Board of Adjustment and Appeals. The ordinance was adopted first by emergency ordinance and subsequently through the normal ordinance adoption procedures in Section 166.041, Florida Statutes. It was the intent of the Town Council that all decisions by the Fort Myers Beach Building Official would be subject to review as provided in Ordinance 24-30 by one of the Town's Special Magistrates. The appeal process would not be limited to decisions by the Building Official that a structure was unsafe and in need of demolition.

Ordinance 24-30 provides a different appellate procedure for review of decisions by the Building Official from Section 34-86 of the Land Development Code. While the distinction between building permit and land use approvals can sometimes be blurred, regulations that impact a structure or construction from a horizontal perspective or plane are typically characterized as land use or zoning decisions. In contrast, approvals that impact a structure or construction from a vertical perspective or plane are typically building decisions. The location of a structure appears to require both a horizontal and vertical view.

Himmelstein claims a miscalculation of impervious surface area as required by Section 6-14 of the Land Development Code was based on an erroneous survey that includes a portion of condominium common area not owned by Plaisted. As a result, Himmelstein claims an adverse impact to its property as a result of the miscalculation.

To the extent that the Building Official's approval of Building Permit #242333 relies on the survey for identification of the location of the enclosed ground pool, it may be a land use or zoning request. The survey was reviewed when the variance requests were approved. Sections 34-86(a)(1)(b) and (a)(3) prohibit an administrative review by the Town Council of matters that are subject to a different appellate process or more appropriate for review as a variance.

Even assuming the Town Council determines it has jurisdiction to review the appeal as an administrative matter pursuant to Section 34-86, the appeal is a collateral attack on the Town Council's approval of the variances since the survey was relied upon for the location of the enclosed pool, and the variances to the side and waterbody setbacks have already been subject to approval and upheld by a circuit and an appellate court.

To the extent that the Building Official's approval of Building Permit #242333 relies on the technical expertise of the surveyor in the preparation of the survey for use by the engineer and Building Official for review of drawings and plans submitted with the building permit application, the matter may be within the jurisdiction of the Special Magistrate.

Whether or not Himmelstein or anyone has standing the pursue an appeal under either Section 34-86 of the Land Development Code or Section 6-80 is an issue for the Town Council or Special Magistrate to determine when an appeal is presented. Typically under Florida law "a person generally does not have standing to challenge the issuance of a building permit on someone else's property unless they can demonstrate a special injury different from that of the general public." *See Memorandum from Town Attorneys dated August 26, 2024 for a discussion of standing to challenge a Building Official decision by person who does not own property subject to the decision.* Himmelstein has a right to file an appeal, but must demonstrate a special injury to have standing to prevail in the appeal whether appearing before the special magistrate or the Town Council.

Recommendation**:**

The Town Council may dismiss the appeal on procedural grounds finding a lack of subject matter jurisdiction for the reasons set forth in the Motion to Dismiss and a previous Town Attorney opinion.

Alternatively, the Town Council may allow transfer of the case to the Special Magistrate as provided in Section 6-80 of the Code of Ordinances based on a finding that the Town Council had intended when it amended Section 6-.80 to in Ordinance 24-30 to provide an appellate process for review of all decisions by the Building Official associated with review of construction drawings and related plans before the Special Magistrate. At the time the initial appeal was filed, no process existed for review of the Building Official's decision regarding review of construction plans and drawing due to the expiration of the Interlocal Agreement with Lee County Board of Adjustment and Appeal to provide this service. The current appeal has been identified as a Second Renewed Administrative Appeal suggesting some sort of retention of a right to carry forward an appeal filed during the period of time when no appeal process was in place.

The procedural issue raised in this case is one of first impressions following the recent change to Section 6-80 of the Land Development Code and will impact the manner future appeals of decisions by the Building Official are reviewed.

MEMORANDUM

TO: **Mayor Allers, Vice-Mayor Atterholt, Council Members King, Woodson & Safford**

FROM: **Nancy Stuparich, Town Attorney**

RE: ***[SECOND RENEWED] ADMINISTRATIVE APPEAL BUILDING PERMIT # 242333 / #234477 (21391 Widgeon Terrace) FILED BY HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, AND STEPHANIE HIMMELSTEIN***

DATE: **March 3, 2025**

The TOWN OF FORT MYERS BEACH ("the Town") files this Response to the Administrative Appeal of a decision by the Town's Building Official, which was filed by HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, and STEPHANIE HIMMELSTEIN (collectively referred to as "Appellant") on December 13, 2024.

The appeal is of Building Permit #242333/#234477 issued for construction of an enclosed elevated pool at property located at 21391 Widgeon Terrace, Fort Myers Beach, Florida, and owned by Todd R. Plaisted as Trustee for the Todd R. Plaisted Trust ("Plaisted"). Building Permit #242333 was issued on November 15, 2024. A copy of the permit is attached as Exhibit A.

Appellants claim "Plaisted is using incorrect property boundaries according to the recorded survey. Specifically, Plaisted is using condominium "common area" land square footage to increase his private lot size square footage in order to improperly and inappropriately decrease his impervious surface calculation sheet, to appear to be less than .67 of their lot size." Appellants seek review of an administrative decision pursuant to Section 34-86 of the Land Development Code. Appellants' argument is substantively and procedurally flawed. For these reasons, the appeal should be denied with prejudice.

DISCUSSION: Section 34-86 of the Land Development Code provides for the Town Council to review appeals of administrative decisions as follows:

> (a) Function. The town council will hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, determination, or action of any administrative official charged with the administration and enforcement of the provisions of this code, or any other ordinance or portion of this code which provides for similar review; provided, however, that:

(1)No appeal to the town council shall lie from any act by such administrative official pursuant to:

a.An order, resolution, or directive of the town council directing him to perform such act; or

b.Any ordinance or other regulation or provision in this code which provides a different appellate procedure.

(2) The appeal to the town council shall be in writing on forms provided by the director, and shall be duly filed within 30 calendar days, but not thereafter, after such act or decision by the administrative official. The appeal shall specify the grounds for the appeal.

(3) No appeal shall be considered by the town council where it appears to be a circumvention of an established or required procedure. Specifically, in no case may an appeal be heard when the town council determines that the case should more appropriately be heard on a request for a variance.

(4) Appeals from administrative action do not require a public hearing before the local planning agency.

(b) Considerations.

(1) In reaching its decision, the town council shall consider the following criteria, as well as any other issues which are pertinent and reasonable:

a. Whether the appeal is of a nature properly brought for decision, or whether there is an established procedure for handling the request other than through the appeal process (i.e., a variance or special exception, etc.).

b.The intent of the ordinance which is being applied or interpreted.

c. The effect the ruling will have when applied generally to this code.

(2) Staff recommendations, the testimony of the appellant, and testimony of the general public shall also be considered.

> (c) Authority. In exercising its authority, the town council may reverse, affirm, or modify any decision or action of any administrative official charged with the administration or enforcement of this chapter.

Substantive Defect. As provided in Section 34-86(a), Appellants' allege that the Town's Building Official erred in the approval of Building Permit #242333/#234477. Building Permit #234477 was revoked on or about 6/28/2024 due to the inclusion of incorrect survey information in the Town's permit database known as IWorks.

Building Permit#242333 permitted construction of an elevated swimming pool and accessory uses based on a survey that included in its calculation the area associated with the real property as described in the deed transferring title to the property to Plaisted. A copy of the deed was included in the building permit application and provides that Plaisted owns:

> Unit M-1 of FLAMINGO HARBOUR CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof recorded in Official Records Book 1357, page 1089, of the Public Records of Lee County, Florida, and all amendments thereto, together with its undivided share in the common elements.

The Declaration of Condominium contains definitions for "common elements" and "limited common elements." A "limited common element" (area) is defined on page 2 of the Declaration of Condominium as meaning and including those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units. In other words, an area identified as a limited common element can only be used by the owner of the lot located adjacent to it, subject to any limitations and restrictions imposed by the Declaration for the benefit of the other condominium owners.

The Declaration does not itself restrict Plaisted from using the limited common area for purposes such as the calculation of impervious area. Because there was no such restriction in the Declaration and because only Plaisted could use the limited common area property, it was proper for the surveyor to include, and Town staff to rely on the surveyor's calculation of impervious area to include Plaisted's limited common element for purposes of construction of the Plaisted swimming pool. There is no error in the engineer's review of the building permit based on the survey that shows and included, the limited common area as part of the calculation of impervious area, as required by the Land Development Code.

Therefore, the Town's Building Official did not err in his administrative duty to administer Building Permit # 242333 since it was reasonable to rely on the engineer's analysis of

impervious area based on the surveyor's calculation. For this reason, the administrative appeal should be denied.

Procedural Defect. In addition to no substantive basis to approve the appeal as stated above, based on Section 34-86(a)(1)(b), the administrative appeal should be denied on procedural grounds. Any appeal of a decision by the Fort Myers Beach Building Official must be subject to review as provided in Ordinance 24-30 by one of the Town's Special Magistrates. A copy of Ordinance 24-30 is attached as Exhibit C. Ordinance 24-30 provides a different appellate procedure for review of decisions by the Building Official, and therefore is not proper for review by the Town Council.

Moreover, Appellant claims a miscalculation of impervious surface area as required by Section 6-14 of the Land Development Code based on an erroneous survey that includes a portion of condominium common area not owned by Plaisted, as well as an adverse impact to its property as a result of the miscalculation. Appellant's claims are not subject to review by the Town Council since the claims are based on calculations associated with issuance of Building Permit 242333, which is subject to review by one of the Town's Special Magistrates within 30 days of issuance of Building Permit 242333. Moreover, any claim of a miscalculation of impervious surface area related to Building Permit 234477 is moot since that building permit was revoked.

Attachments:
Exhibit A – Approval Letter for Building Permit 242333
Exhibit B - Copy of Ordinance 24-30

ADD A COPY OF THE PERMIT THAT IS THE SUBJECT OF THE APPEAL

ORDINANCE NO. 24-30

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING: 1) DIVISION 3 "UNSAFE BUILDING ABATEMENT CODE" OF ARTICLE I "PROPERTY MAINTENANCE CODES"; AND 2) DIVISION 2 "LEE COUNTY'S BOARDS OF ADJUSTMENT AND APPEALS" OF ARTICLE II "BUILDING CODES" OF CHAPTER 6 "MAINTENANCE CODES, BUILDING CODES AND COASTAL REGULATIONS" OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, TO AMEND EXISTING PROVISIONS RELATED TO APPEALS OF THE BUILDING OFFICIAL'S DECISIONS; DIVESTING THE LEE COUNTY'S CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE RESPONSIBILITY FOR REVIEW OF APPEALS OF THE TOWN BUILDING OFFICIAL'S DECISIONS REGARDING UNSAFE BUILDINGS; AUTHORIZING THE TOWN OF FORT MYERS BEACH SPECIAL MAGISTRATES TO HEAR APPEALS OF THE TOWN'S BUILDING OFFICIAL'S DECISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and 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, on September 28, 2022, residences and businesses in the Town of Fort Myers Beach were destroyed by Hurricane Ian, resulting in the loss of lives, the displacement of lives and catastrophic financial losses; and

WHEREAS, although the Town, residents and businesses have engaged in recovery efforts to repair and rebuild structures in existence prior to Hurricane Ian, the Building Official has identified structures that have sustained significant damage and remain in an unsafe condition; and

WHEREAS, the Town's "Unsafe Building Abatement Code" incorporates the 1985 Standard Unsafe Building Abatement Code to provide a procedure for the Building Official to follow if a structure is determined to be unsafe and requires demolition, with exceptions; and

WHEREAS, the Unsafe Building Abatement Code currently provides that any appeals of the Building Official decision would be reviewed by the Lee County's Construction Board of Adjustment and Appeals (the "Board"); and

WHEREAS, the Interlocal Agreement between the Town and the Lee County Board of County Commissioners related to the Board's appellate review of the Town's Building Official's decisions has expired; and

WHEREAS, it is in the Town's best interest to reassign the responsibility of appellate review of the Town's Building Official's decisions to the Town of Fort Myers Beach Special Magistrate; and

WHEREAS, on the 9th day of September 2024, the Town Council held a first reading of the Ordinance and gave full and complete consideration to the request of the proposed ordinance to amend the Unsafe Building Abatement Code as provided herein; and

WHEREAS, a second reading was scheduled for October 28, 2024 and was continued to November 18, 2024; and

WHEREAS, a Business Impact Estimate was prepared and posted on the City's website as required by Section 166.041(4), Florida Statutes; and

WHEREAS, an advertisement of the public hearing for adoption of the Ordinance was published 10 days prior to the second reading of the proposed Ordinance as required by Section 166.041, Florida Statutes; and

WHEREAS, on the 18th day of November 2024, the Town Council held a second and final reading of the Ordinance; and

WHEREAS, the Town Council determined that adoption of the Ordinance as provided herein is in the best interest of the health, safety and welfare of the public.

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

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

Section 2. That Section 6-37 of Division 3 "Unsafe Building Abatement Code" of Article I "Property Maintenance Codes," is hereby amended to read as follows:

DIVISION 3. - UNSAFE BUILDING ABATEMENT CODE

Sec. 6-37. - Exceptions and revisions.

a) Section 105 of Chapter I, Administration is hereby amended as follows:

Section 105, relating to the board of adjustment and appeals, is deleted, and replaced by the procedures set forth for the delegation of authority to the Town of Fort Myers Beach Special

Magistrates ~~Lee County's Construction Board of Adjustment and Appeals~~ found in division 2 of article II of this chapter. Any reference to the board of adjustment and appeal as may be in other Chapters shall be amended as provided herein by reference.

b) Sections 302.1.1(4) and 302.1.2-302.1.4 in Chapter III, Inspection and Notice of Noncompliance are hereby amended as follows:

302.1.1(4) A statement advising that any person having any legal interest in the property may appeal the notice by the Building Official to the Town of Fort Myers Beach Special Magistrates ~~Lee County Board of Adjustment and Appeals~~; and that such appeal shall be in writing and shall be filed with the Building Official within 30 days from the date of the notice in accordance with Division 2 of Article II of Chapter 6 of the Fort Myers Beach Code of Ordinances and that failure to appeal in the time specified will constitute a waiver of all rights to an administrative hearing.

302.1.2 The notice and all attachments thereto shall be served upon the property owner as identified on the records of the Lee County Property Appraiser and posted on the property. Failure of the building official to serve any person or entity other than the owner of record shall not invalidate any proceedings hereunder nor shall it relieve any other person or entity served from any obligation imposed on that person or entity.

302.1.3 The notice shall be served either personally by hand delivery by Town staff or a process server or by certified mail, postage prepaid, return receipt requested, to the owner of record at the address shown for the owner on the Lee County Property Appraiser's website. Notice shall also be mailed to the address of the building or structure involved in the proceedings. The failure of any person or entity to receive notice, either actual or constructive, other than the owner of record, shall not invalidate any proceedings under this section. Service by certified or registered mail as herein described shall be effective on the date the notice was received as indicated on the return receipt.

302.1.4 Proof of service of the notice shall be by written affidavit indicating the date, time and manner in which service was made. In the event service is not perfected by certified mailing or hand delivery, the property owner shall be subject to constructive service using the methods as provided in Chapter 49, Florida Statutes.

c) *Chapter VI, Implementation* is hereby amended as follows:

601.2.2 Subsequent to posting the building, the building official may cause the building to be repaired to the extent required to render it safe or if the notice required demolition, to cause the building or structure to be demolished and all debris removed from the premise. The cost of repair or demolition, and all reasonable attorney's fees and costs, and costs of notices related thereto, and all collection costs and expenses and the administrative fee as provided hereinafter, shall constitute a lien on the property and shall be collected in a manner provided by law.

d) *Chapter VII, Recovery of Cost of Repair or Demolition* is hereby amended as follows:

If the building official proceeds to demolish the building or structure as set forth herein, the town council shall, by proper resolution, assess the entire cost of such demolition and removal, and all reasonable attorney's fees and costs, and costs of notices related thereto, and all collection costs and expenses plus an administrative fee in an amount as adopted by the town council by resolution, against the real property upon which such cost and fee was incurred, which assessment, when made, shall constitute a lien upon the property superior to all others except taxes. The lien shall be filed in the public land records of the county. The resolution of assessment and lien must indicate the nature of the assessment and lien, the lien amount, and an accurate description of the property affected. The lien becomes effective on the date of filing such notice of lien and shall bear interest from such date at the rate of ten percent per annum until paid. If the resulting lien remains unpaid the town may:

(1) File suit to foreclose on the liened property as provided by law in suits to foreclose mortgages; or

(2) Follow any other lawful process or procedure available for enforcement or collection of the lien, including, but not limited to, the Uniform Method of Collection in accordance with any general law of the state relating to the enforcement or collection of municipal liens.

Section 3. That Division 2 "Lee County's Boards of Adjustment and Appeals" of Article II "Building Codes," of Chapter 6 "Maintenance Codes, Building Codes and Coastal Regulations," of the Land Development Code of the Town of Fort Myers Beach, Florida, are hereby amended to read as follows:

DIVISION 2. - ~~LEE COUNTY'S BOARDS OF ADJUSTMENT AND APPEALS~~ APPEALS OF DECISIONS BY THE TOWN'S BUILDING OFFICIAL

Sec. 6-71. - Applicability of division.

This division shall include, but not be limited to, any contractor, owner, agent, manufacturer or supplier providing construction services or materials regulated by standard codes enforced by the Town of Fort Myers Beach.

Sec. 6-72. - Intent of division.

The town has adopted various standard codes relating to building, plumbing, mechanical, gas, electrical, unsafe buildings, housing and fire. This division is intended to be construed in conjunction with these codes.

~~**Sec. 6-73. - Boards established; jurisdiction.**~~

~~Lee County has established a construction board of adjustment and appeals known as the Lee County Board of Adjustment and Appeals. The purpose of that board is to hear and decide appeals from the decision of the county's building official and fire official or their designees on any of the various standard codes regulated and enforced by the county except the plumbing code~~

~~and mechanical code. Lee County has also established separate boards of adjustment and appeals to arbitrate matters involving the plumbing code and mechanical code.~~

~~**Sec. 6-74. – Delegation of authority to Lee County's Boards of Adjustment and Appeals.**~~

~~(a) The Town of Fort Myers Beach hereby delegates to each of the three Lee County Boards of Adjustment and Appeals the authority to make decisions on appeals that may be filed in accordance with § 6-80 of this division.~~

~~(b) The town attorney will provide legal advice to each of the three Lee County Boards of Adjustment and Appeals when warranted.~~

~~**Secs. 6-75—6-79. - Reserved.**~~

Secs. 6-73—6-79. - Reserved.

Sec. 6-80. - Right of appeal; notice of appeal.

(a) Whenever the building official or fire official or their designees shall reject or refuse to approve the mode or manner of construction to be followed or materials to be used, or when it is claimed that the provisions of a code do not apply, or that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of a code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure, or his duly authorized agent, may appeal from the decision of the building official or fire official or their designees to the Town of Fort Myers Beach Special Magistrates ~~Lee County's appropriate Board of Adjustment and Appeals~~. Notice of appeal shall be in writing and filed within 30 days after the decision is rendered by the building official or fire official or their designees. All requests for appeal shall be on forms provided by the building official with payment of the appropriate fee.

(b) In the case of a building or structure which in the opinion of the building official is unsafe or dangerous, the building official may, in his order, limit the time for such appeal to a shorter period.

Sec. 6-81. - Variations and modifications.

(a) ~~Lee County's Boards of Adjustment and Appeals~~ A Town of Fort Myers Beach Special Magistrate, pursuant to an appeal from a decision of the building official or fire official or their designees, may vary the application of a code to any particular case when, in its opinion and based upon sufficient evidence, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of a code or public interest, or when, in its opinion and based upon sufficient evidence to the contrary, the interpretation of the building official or fire official or their designees should be modified or reversed.

(b) Any decision of ~~Lee County Boards of Adjustment and Appeals~~ the Town of Fort Myers Beach Special Magistrate to vary the application of any provision of a code or to modify an order of the building official or fire official or their designees shall specify the variation or modification made, the conditions upon which it is made, and the reasons therefor.

(c) Variances to the floodplain regulations must meet the additional criteria in article IV of this chapter.

Sec. 6-82. - Decisions.

(a) Every decision of ~~Lee County's Boards of Adjustment and Appeals~~ the Town of Fort Myers Beach Special Magistrate shall be final; subject, however, to any remedy an aggrieved party might have at law or in equity. Every decision shall be in writing. ~~and shall indicate the vote upon the decision. Every decision of Lee County's Boards of Adjustment and Appeals shall be signed and attested to by the chairman of the board.~~

(b) ~~Lee County's Boards of Adjustment and Appeals~~ The Town of Fort Myers Beach Special Magistrate shall, in every case, reach a decision without unreasonable or unnecessary delay.

(c) If a decision of any of the Town of Fort Myers Beach Special Magistrates ~~Lee County's Boards of Adjustment and Appeals~~ reverses or modifies a refusal, order or disallowance of the building official or fire official or their designees or varies the application of any provision of a code, the appropriate official shall immediately take action in accordance with such decision.

(d) Any aggrieved person may obtain judicial review of the decision of ~~Lee County's Boards of Adjustment and Appeals~~ the Town of Fort Myers Beach Special Magistrate by filing a petition for writ of certiorari in the circuit court. Such petition must be filed within 30 calendar days after the ~~board of adjustment and appeals'~~ Special Magistrate's decision, but not thereafter, pursuant to the Florida Rules of Civil Procedure. The original petition for writ of certiorari must be filed with the clerk of the circuit court. Copies of the petition shall be filed with the building official for forwarding to the town attorney.

Secs. 6-83—6-110. - Reserved.

Section 4. That the town council intends that the provisions of this ordinance be made a part of the Fort Myers Beach, Florida, Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the town manager without further process.

Section 5. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

Section 6. If any section, subsection, sentence, clause, word, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional

or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 7. This Ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance was adopted by the town council upon a motion by Council Member King and seconded by Mayor Allers, and upon being put on a roll call vote, the results were as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Council Member	Aye
Karen Woodson, Council Member	Aye
Scott Stafford, Council Member	Aye

ADOPTED this 18th day of November 2024 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers (Nov 22, 2024 13:44 EST)

Dan Allers, Mayor

ATTEST:

Amy Baker (Nov 25, 2024 13:06 EST)

Amy Baker, Town Clerk

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

Nancy Stuparich (Nov 25, 2024 12:20 EST)

Vose Law Firm, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this 22nd day of November 2024.

M E M O R A N D U M

TO: **Mayor Allers, Vice-Mayor Atterholt, Council Members King, Stafford, and Woodson**
COPY: **Andy Hyatt, Town Manager**
FROM: **Gretchen R.H. "Becky" Vose, Esq., and Nancy A. Stuparich, Esq.**
DATE: **August 26, 2024**
SUBJECT: **Standing to challenge Building Official decision by person who does not own property subject to the decision**

INTRODUCTION

The Town has received several communications from a Town resident claiming that that resident has the "right" to appeal or otherwise challenge a decision of the Building Official relating to a permit issued, or to be issued, for a location not owned by the resident desiring to appeal the decision. This memorandum addresses whether a person who does not own a property that is the subject of a building permit has standing to challenge or appeal the issuance or denial of a building permit on someone else's property in Florida. The analysis will focus on the general rule for standing, the special injury requirement, and exceptions to the general rule.

STANDING

In Florida, a person generally does not have standing to challenge the issuance of a building permit on someone else's property unless they can demonstrate a special injury different from that of the general public. *Putnam County Envtl. Council, Inc. v. Board of County Comm'rs,* 757 So. 2d 590, (Fla. 5th DCA 2000); *Liebman v. City of Miami,* 279 So. 3d 747 (Fla. 3d DCA 2019). In order to establish standing, the challenging party must show a special injury that is different from the injuries suffered by the general public. This requirement is essential for establishing standing. *Liebman* at 751; *Solares v. City of Miami*, 166 So. 3d 887 (Fla 3d DCA 2015). There are exceptions where standing may be granted if the challenging party can show that their interests are directly affected by the issuance of the permit. *St. Johns Riverkeeper, Inc. v. St. Johns River Water Mgmt.,* 54 So. 3d 1051, (Fla. 5th DCA 2011). However, ownership of adjacent property alone is insufficient; the party must also show that the adverse effect is of the type or nature intended to be prevented by relevant statutes. The general rule in Florida is that a person who does not own the property in question does not have standing to challenge the issuance of a building permit on that property. This principle is based on the requirement that the challenging party must demonstrate a special injury different from that of the general public.

SPECIAL INJURY REQUIREMENT

To establish standing to challenge an action of a governmental body, the challenging party must show a special injury that is distinct from the general public's injuries. *Terzis v. Pompano Paint & Body Repair, Inc.*, 127 So. 3d 592 (Fla. 4th DCA 2012); *Southam v. Red Wing Shoe Co.,* 343 So. 3d 106 (Fla. 4th DCA 2022). A plaintiff seeking to vindicate a public right must demonstrate that the violation of that public right has caused the plaintiff a concrete, individual harm distinct from the general population in order to satisfy the injury-in-fact standing requirement. *Southam,* at 112. To have standing a person must prove that they have "suffered a concrete, individualized harm." *Id.* Florida courts have consistently held that citizens and taxpayers lack standing to challenge governmental actions unless they can demonstrate a special injury or a constitutional violation related to taxing and spending powers. *Liebman*; *McCall v. Scott,* 199 So. 3d 359 (Fla. 1st DCA 2016). Additionally, cases recognizing the standing of property owners and residents to challenge zoning decisions do not create an exception to the special injury requirement; they merely identify a type of special injury. See: *Herbits v. City of Miami,* 207 So.3d 274 (Fla. 3d DCA 2016).

EXCEPTIONS TO THE GENERAL RULE

Exceptions to the general rule exist where the challenging party can show that their interests are directly affected by the issuance of the permit. However, ownership of adjacent property alone is insufficient to confer standing. The party must also demonstrate that the adverse effect is of the type or nature intended to be prevented by relevant statutes, such as Chapter 403, Florida Statutes. Additionally, a party's substantial interests must be affected, meaning they must demonstrate both an injury in fact and that the injury is of a type or nature that the proceeding is designed to protect. *Rosenzweig v. DOT,* 979 So. 2d 1050 (Fla. 1st DCA 2008).

CONCLUSION

In Florida, a person who does not own the property that is the subject of a building permit generally does not have standing to challenge the issuance of the permit. The challenging party must demonstrate a special injury different from that of the general public. Exceptions to this rule exist if the party can show that their interests are directly affected by the permit and that the adverse effect is of the type or nature intended to be prevented by relevant statutes.

Sec. 34-86. Appeals from administrative action.

(a) *Function.* The town council will hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, determination, or action of any administrative official charged with the administration and enforcement of the provisions of this code, or any other ordinance or portion of this code which provides for similar review; provided, however, that:

(1) No appeal to the town council shall lie from any act by such administrative official pursuant to:

a. An order, resolution, or directive of the town council directing him to perform such act; or

b. Any ordinance or other regulation or provision in this code which provides a different appellate procedure.

(2) The appeal to the town council shall be in writing on forms provided by the director, and shall be duly filed within 30 calendar days, but not thereafter, after such act or decision by the administrative official. The appeal shall specify the grounds for the appeal.

(3) No appeal shall be considered by the town council where it appears to be a circumvention of an established or required procedure. Specifically, in no case may an appeal be heard when the town council determines that the case should more appropriately be heard on a request for a variance.

(4) Appeals from administrative action do not require a public hearing before the local planning agency.

(b) *Considerations.*

(1) In reaching its decision, the town council shall consider the following criteria, as well as any other issues which are pertinent and reasonable:

a. Whether the appeal is of a nature properly brought for decision, or whether there is an established procedure for handling the request other than through the appeal process (i.e., a variance or special exception, etc.).

b. The intent of the ordinance which is being applied or interpreted.

c. The effect the ruling will have when applied generally to this code.

(2) Staff recommendations, the testimony of the appellant, and testimony of the general public shall also be considered.

(c) *Authority.* In exercising its authority, the town council may reverse, affirm, or modify any decision or action of any administrative official charged with the administration or enforcement of this chapter.

ORDINANCE NO. 24-30

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING: 1) DIVISION 3 "UNSAFE BUILDING ABATEMENT CODE" OF ARTICLE I "PROPERTY MAINTENANCE CODES"; AND 2) DIVISION 2 "LEE COUNTY'S BOARDS OF ADJUSTMENT AND APPEALS" OF ARTICLE II "BUILDING CODES" OF CHAPTER 6 "MAINTENANCE CODES, BUILDING CODES AND COASTAL REGULATIONS" OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, TO AMEND EXISTING PROVISIONS RELATED TO APPEALS OF THE BUILDING OFFICIAL'S DECISIONS; DIVESTING THE LEE COUNTY'S CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE RESPONSIBILITY FOR REVIEW OF APPEALS OF THE TOWN BUILDING OFFICIAL'S DECISIONS REGARDING UNSAFE BUILDINGS; AUTHORIZING THE TOWN OF FORT MYERS BEACH SPECIAL MAGISTRATES TO HEAR APPEALS OF THE TOWN'S BUILDING OFFICIAL'S DECISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and 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, on September 28, 2022, residences and businesses in the Town of Fort Myers Beach were destroyed by Hurricane Ian, resulting in the loss of lives, the displacement of lives and catastrophic financial losses; and

WHEREAS, although the Town, residents and businesses have engaged in recovery efforts to repair and rebuild structures in existence prior to Hurricane Ian, the Building Official has identified structures that have sustained significant damage and remain in an unsafe condition; and

WHEREAS, the Town's "Unsafe Building Abatement Code" incorporates the 1985 Standard Unsafe Building Abatement Code to provide a procedure for the Building Official to follow if a structure is determined to be unsafe and requires demolition, with exceptions; and

WHEREAS, the Unsafe Building Abatement Code currently provides that any appeals of the Building Official decision would be reviewed by the Lee County's Construction Board of Adjustment and Appeals (the "Board"); and

WHEREAS, the Interlocal Agreement between the Town and the Lee County Board of County Commissioners related to the Board's appellate review of the Town's Building Official's decisions has expired; and

WHEREAS, it is in the Town's best interest to reassign the responsibility of appellate review of the Town's Building Official's decisions to the Town of Fort Myers Beach Special Magistrate; and

WHEREAS, on the 9th day of September 2024, the Town Council held a first reading of the Ordinance and gave full and complete consideration to the request of the proposed ordinance to amend the Unsafe Building Abatement Code as provided herein; and

WHEREAS, a second reading was scheduled for October 28, 2024 and was continued to November 18, 2024; and

WHEREAS, a Business Impact Estimate was prepared and posted on the City's website as required by Section 166.041(4), Florida Statutes; and

WHEREAS, an advertisement of the public hearing for adoption of the Ordinance was published 10 days prior to the second reading of the proposed Ordinance as required by Section 166.041, Florida Statutes; and

WHEREAS, on the 18th day of November 2024, the Town Council held a second and final reading of the Ordinance; and

WHEREAS, the Town Council determined that adoption of the Ordinance as provided herein is in the best interest of the health, safety and welfare of the public.

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

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

Section 2. That Section 6-37 of Division 3 "Unsafe Building Abatement Code" of Article I "Property Maintenance Codes," is hereby amended to read as follows:

DIVISION 3. - UNSAFE BUILDING ABATEMENT CODE

Sec. 6-37. - Exceptions and revisions.

a) Section 105 of Chapter I, Administration is hereby amended as follows:

Section 105, relating to the board of adjustment and appeals, is deleted, and replaced by the procedures set forth for the delegation of authority to the Town of Fort Myers Beach Special

Magistrates ~~Lee County's Construction Board of Adjustment and Appeals~~ found in division 2 of article II of this chapter. Any reference to the board of adjustment and appeal as may be in other Chapters shall be amended as provided herein by reference.

b) Sections 302.1.1(4) and 302.1.2-302.1.4 in Chapter III, Inspection and Notice of Noncompliance are hereby amended as follows:

302.1.1(4) A statement advising that any person having any legal interest in the property may appeal the notice by the Building Official to the Town of Fort Myers Beach Special Magistrates ~~Lee County Board of Adjustment and Appeals~~; and that such appeal shall be in writing and shall be filed with the Building Official within 30 days from the date of the notice in accordance with Division 2 of Article II of Chapter 6 of the Fort Myers Beach Code of Ordinances and that failure to appeal in the time specified will constitute a waiver of all rights to an administrative hearing.

302.1.2 The notice and all attachments thereto shall be served upon the property owner as identified on the records of the Lee County Property Appraiser and posted on the property. Failure of the building official to serve any person or entity other than the owner of record shall not invalidate any proceedings hereunder nor shall it relieve any other person or entity served from any obligation imposed on that person or entity.

302.1.3 The notice shall be served either personally by hand delivery by Town staff or a process server or by certified mail, postage prepaid, return receipt requested, to the owner of record at the address shown for the owner on the Lee County Property Appraiser's website. Notice shall also be mailed to the address of the building or structure involved in the proceedings. The failure of any person or entity to receive notice, either actual or constructive, other than the owner of record, shall not invalidate any proceedings under this section. Service by certified or registered mail as herein described shall be effective on the date the notice was received as indicated on the return receipt.

302.1.4 Proof of service of the notice shall be by written affidavit indicating the date, time and manner in which service was made. In the event service is not perfected by certified mailing or hand delivery, the property owner shall be subject to constructive service using the methods as provided in Chapter 49, Florida Statutes.

c) *Chapter VI, Implementation* is hereby amended as follows:

601.2.2 Subsequent to posting the building, the building official may cause the building to be repaired to the extent required to render it safe or if the notice required demolition, to cause the building or structure to be demolished and all debris removed from the premise. The cost of repair or demolition, and all reasonable attorney's fees and costs, and costs of notices related thereto, and all collection costs and expenses and the administrative fee as provided hereinafter, shall constitute a lien on the property and shall be collected in a manner provided by law.

d) *Chapter VII, Recovery of Cost of Repair or Demolition* is hereby amended as follows:

If the building official proceeds to demolish the building or structure as set forth herein, the town council shall, by proper resolution, assess the entire cost of such demolition and removal, and all reasonable attorney's fees and costs, and costs of notices related thereto, and all collection costs and expenses plus an administrative fee in an amount as adopted by the town council by resolution, against the real property upon which such cost and fee was incurred, which assessment, when made, shall constitute a lien upon the property superior to all others except taxes. The lien shall be filed in the public land records of the county. The resolution of assessment and lien must indicate the nature of the assessment and lien, the lien amount, and an accurate description of the property affected. The lien becomes effective on the date of filing such notice of lien and shall bear interest from such date at the rate of ten percent per annum until paid. If the resulting lien remains unpaid the town may:

(1) File suit to foreclose on the liened property as provided by law in suits to foreclose mortgages; or

(2) Follow any other lawful process or procedure available for enforcement or collection of the lien, including, but not limited to, the Uniform Method of Collection in accordance with any general law of the state relating to the enforcement or collection of municipal liens.

Section 3. That Division 2 "Lee County's Boards of Adjustment and Appeals" of Article II "Building Codes," of Chapter 6 "Maintenance Codes, Building Codes and Coastal Regulations," of the Land Development Code of the Town of Fort Myers Beach, Florida, are hereby amended to read as follows:

DIVISION 2. - ~~LEE COUNTY'S BOARDS OF ADJUSTMENT AND APPEALS~~ APPEALS OF DECISIONS BY THE TOWN'S BUILDING OFFICIAL

Sec. 6-71. - Applicability of division.

This division shall include, but not be limited to, any contractor, owner, agent, manufacturer or supplier providing construction services or materials regulated by standard codes enforced by the Town of Fort Myers Beach.

Sec. 6-72. - Intent of division.

The town has adopted various standard codes relating to building, plumbing, mechanical, gas, electrical, unsafe buildings, housing and fire. This division is intended to be construed in conjunction with these codes.

~~**Sec. 6-73. - Boards established; jurisdiction.**~~

~~Lee County has established a construction board of adjustment and appeals known as the Lee County Board of Adjustment and Appeals. The purpose of that board is to hear and decide appeals from the decision of the county's building official and fire official or their designees on any of the various standard codes regulated and enforced by the county except the plumbing code~~

~~and mechanical code. Lee County has also established separate boards of adjustment and appeals to arbitrate matters involving the plumbing code and mechanical code.~~

~~**Sec. 6-74. – Delegation of authority to Lee County's Boards of Adjustment and Appeals.**~~

~~(a) The Town of Fort Myers Beach hereby delegates to each of the three Lee County Boards of Adjustment and Appeals the authority to make decisions on appeals that may be filed in accordance with § 6-80 of this division.~~

~~(b) The town attorney will provide legal advice to each of the three Lee County Boards of Adjustment and Appeals when warranted.~~

~~**Secs. 6-75—6-79. - Reserved.**~~

Secs. 6-73—6-79. - Reserved.

Sec. 6-80. - Right of appeal; notice of appeal.

(a) Whenever the building official or fire official or their designees shall reject or refuse to approve the mode or manner of construction to be followed or materials to be used, or when it is claimed that the provisions of a code do not apply, or that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of a code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure, or his duly authorized agent, may appeal from the decision of the building official or fire official or their designees to the Town of Fort Myers Beach Special Magistrates ~~Lee County's appropriate Board of Adjustment and Appeals~~. Notice of appeal shall be in writing and filed within 30 days after the decision is rendered by the building official or fire official or their designees. All requests for appeal shall be on forms provided by the building official with payment of the appropriate fee.

(b) In the case of a building or structure which in the opinion of the building official is unsafe or dangerous, the building official may, in his order, limit the time for such appeal to a shorter period.

Sec. 6-81. - Variations and modifications.

(a) ~~Lee County's Boards of Adjustment and Appeals~~ A Town of Fort Myers Beach Special Magistrate, pursuant to an appeal from a decision of the building official or fire official or their designees, may vary the application of a code to any particular case when, in its opinion and based upon sufficient evidence, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of a code or public interest, or when, in its opinion and based upon sufficient evidence to the contrary, the interpretation of the building official or fire official or their designees should be modified or reversed.

(b) Any decision of ~~Lee County Boards of Adjustment and Appeals~~ the Town of Fort Myers Beach Special Magistrate to vary the application of any provision of a code or to modify an order of the building official or fire official or their designees shall specify the variation or modification made, the conditions upon which it is made, and the reasons therefor.

(c) Variances to the floodplain regulations must meet the additional criteria in article IV of this chapter.

Sec. 6-82. - Decisions.

(a) Every decision of ~~Lee County's Boards of Adjustment and Appeals~~ the Town of Fort Myers Beach Special Magistrate shall be final; subject, however, to any remedy an aggrieved party might have at law or in equity. Every decision shall be in writing. ~~and shall indicate the vote upon the decision. Every decision of Lee County's Boards of Adjustment and Appeals shall be signed and attested to by the chairman of the board.~~

(b) ~~Lee County's Boards of Adjustment and Appeals~~ The Town of Fort Myers Beach Special Magistrate shall, in every case, reach a decision without unreasonable or unnecessary delay.

(c) If a decision of any of the Town of Fort Myers Beach Special Magistrates ~~Lee County's Boards of Adjustment and Appeals~~ reverses or modifies a refusal, order or disallowance of the building official or fire official or their designees or varies the application of any provision of a code, the appropriate official shall immediately take action in accordance with such decision.

(d) Any aggrieved person may obtain judicial review of the decision of ~~Lee County's Boards of Adjustment and Appeals~~ the Town of Fort Myers Beach Special Magistrate by filing a petition for writ of certiorari in the circuit court. Such petition must be filed within 30 calendar days after the ~~board of adjustment and appeals'~~ Special Magistrate's decision, but not thereafter, pursuant to the Florida Rules of Civil Procedure. The original petition for writ of certiorari must be filed with the clerk of the circuit court. Copies of the petition shall be filed with the building official for forwarding to the town attorney.

Secs. 6-83—6-110. - Reserved.

Section 4. That the town council intends that the provisions of this ordinance be made a part of the Fort Myers Beach, Florida, Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the town manager without further process.

Section 5. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

Section 6. If any section, subsection, sentence, clause, word, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional

or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 7. This Ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance was adopted by the town council upon a motion by Council Member King and seconded by Mayor Allers, and upon being put on a roll call vote, the results were as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Council Member	Aye
Karen Woodson, Council Member	Aye
Scott Stafford, Council Member	Aye

ADOPTED this 18th day of November 2024 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers (Nov 22, 2024 13:44 EST)

Dan Allers, Mayor

ATTEST:

Amy Baker (Nov 25, 2024 13:06 EST)

Amy Baker, Town Clerk

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

Nancy Stuparich (Nov 25, 2024 12:20 EST)

Vose Law Firm, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this 22nd day of November 2024.

HARTSELL | OZERY, P.A.
61 N.E. 1ST Street, Suite C
Pompano Beach, Florida 33060
(954) 778-1052
www.HartsellOzery.com

October 16, 2025

TOWN OF FORT MYERS BEACH
Nancy Stuparich, Esq.
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789

Via Email to: nstuparich@voselaw.com

RE: NOTICE OF FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES ("FDACS"), BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, FINAL ORDER DISCIPLINING AND REPRIMANDING SURVEYOR ALVAREZ / LANDTEC SURVEYING & LIEN, LLC, FOR VIOLATIONS OF STANDARDS OF PRACTICE AND CHAPTERS 472 & 177, FLORIDA STATUTES, IN CONDUCTING THE PLAISTED SURVEY FOR 21391 WIDGEON TERRACE, FORT MYERS BEACH, FLORIDA - TOWN OF FORT MYERS BEACH BUILDING PERMIT #242333 / #234477 & TOWN OF FORT MYERS BEACH RESOLUTION NO. 23-190.

I. INTRODUCTION AND PURPOSE OF NOTICE

This correspondence serves as formal notice and to inform the Town of Fort Myers Beach ("Town") of the recent disciplinary action by the Florida Department of Agriculture and Consumer Services ("FDACS"), Board of Professional Surveyors and Mappers ("Board"), against Surveyor Alvarez / LandTec Surveying & Lien, LLC ("Surveyor"). The disciplinary findings confirm that the survey prepared for 21391 Widgeon Terrace, Fort Myers Beach, Florida, ("Plaisted Property") which formed the basis for the Town's issuance of both a variance and building permit, was conducted in violation of the professional Standards of Practice and Chapters 472 and 177, Florida Statutes, and the calculations therein are wholly unsubstantiated and inaccurate, pursuant to the findings of the Board and Surveyor's admissions. These findings directly impact two pending litigation matters against the Town, and compel revocation of the approvals issued in reliance upon

the unsubstantiated and inaccurate survey, including the Variance[1] and Building Permit[2], pursuant to Town Code Section 6-447. – "Suspension or revocation,[3] and Code Section 1-16. – "Misrepresentation of application."[4]

II. BACKGROUND AND PENDING LITIGATION

There are two active cases against the TOWN related to the subject property:

1. *Himmelstein Associates, LLC, et. al, v. Town of Fort Myers Beach, and Todd Plaisted*, Case No. 24-CA-2551 (Circuit Court of the 20th Judicial Circuit, Lee County), an action for Petition for Writ of Certiorari filed in the 12th Judicial Circuit in and for Lee County, seeking to quash the variance granted by the Town Council permitting Mr. Todd Plaisted to construct an above-ground pool. The petition challenges the variance as inconsistent with Florida law, lacking legal hardship, and unsupported by competent substantial evidence.

[AND]

2. *Himmelstein Associates, LLC, et. al, v. Town of Fort Myers Beach*, ADMINISTRATIVE APPEAL with [SECOND RENEWED] ADMINISTRATIVE APPEAL BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace), an Administrative Appeal action challenging the Town Council's subsequent approval of a building permit for the same pool, asserting that Mr. Plaisted relied upon an incorrect property boundary survey and included condominium common area land in calculating private lot square footage, thereby artificially reducing the impervious surface ratio below the 0.67 threshold.

As you are aware, at the March 4, 2024 Town Council Meeting on the Variance—and on numerous occasions thereafter—our client and retained experts formally objected to the accuracy of the survey based upon the faulty boundary lines and square footage calculations used as its basis.

III. NEWLY CONFIRMED EVIDENCE OF SURVEYOR MISCONDUCT

[1] Subject of the pending litigation styled, *Himmelstein Associates, LLC, et. al, v. Town of Fort Myers Beach, and Todd Plaisted*, Case No. 24-CA-2551 (Circuit Court of the 20th Judicial Circuit, Lee County).

[2] Subject of the pending litigation styled, *Himmelstein Associates, LLC, et. al, v. Town of Fort Myers Beach*, ADMINISTRATIVE APPEAL with [SECOND RENEWED] ADMINISTRATIVE APPEAL BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace).

[3] "The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of the town." Section 6-447, Town of Fort Myers Beach Code of Ordinances.

[4] "The town may revoke a permit or approval issued under the provisions of this code if there has been any false statement or misrepresentation in the application or plans upon which the permit or approval was based." Section 1-16, Town of Fort Myers Beach Code of Ordinances.

FDACS, through its Board of Professional Surveyors and Mappers, has now substantiated the well documented concerns by our clients, through a Final Order of Discipline against Surveyor Alvarez / LandTec Surveying & Lien, LLC.[5] It cannot be overstated that the recent findings by FDACS go even further and find that the Survey itself was constitutes a violation of the professional Standards of Practice and Chapters 472 and 177, Florida Statutes, as admitted by the Surveyor. These findings must be brought to the Town's attention.

The Board's findings include, but are not limited to, the following:

- The surveyor "**did not provide documentation and did not perform sufficient research to make a reasonable decision <u>as to the boundary location to establish the west and east boundary lines and the MHW lines as shown on the record Condo Plat</u>**."

- The surveyor **failed to provide documentation of vertical accuracies or the origin of the Mean High Water (MHW) line** elevation of .15, as required.

- The MHW line elevation of 0.15 is inconsistently shown between the Boundary Survey and the Construction/Topographic Survey.

- The **surveyor <u>did not provide a GPS coordinate data file, calculations files, or field boundary measurement notes for substantiating the data of survey</u>** as required by rule.

- The **West line of the Subject Lot referenced in the survey is not a well-established monumented line, and no ties were made to Plat control points**.

- The surveyor **failed to get and follow methodology as prescribed by the DEP to establish MHW line**.

See Exhibits A & B.

<u>IV. FACTUAL BASIS FOR REVOCATION</u>

Independent verification by our retained expert surveyor further confirms the material inaccuracy of the survey, finding that:

- The correct parcel area, based on the prior and correct 2016 boundary survey, is approximately 8,063 square feet, from top of riprap on the north to top of riprap on the south;

[5] *See* attached Exhibit A, *FDACS v. Alavarez*, Case No.: 2407-20819, Agency Clerk No.: B56389 and Exhibit B, *FDACS v. LandTec Surveying & Lien, LLC*, Case No.: 2407-20818, Agency Clerk No.: B56387.

- The impervious area (driveway, house, decks, and walks, excluding roof overhang) is approximately 5,757 square feet, or 71% of the lot, in violation of Town Code Section 6-14;[6]

- The boundaries in the 2023 LandTec survey improperly extend east and west, encroaching upon limited common elements, defined in the recorded condominium documents as "all lands lying east of the platted unit line and west of the Mean High Tide Line along Estero Bay."[7]

V. LEGAL BASIS FOR ACTION BY THE TOWN

Pursuant to the Town's authority under its Code of Ordinances the Town may revoke, and should revoke the Building Permit pursuant to

Code Section 6-447. – "Suspension or revocation;"

> **The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of the town.**

and Code Section 1-16. – "Misrepresentation of application."

> **The town may revoke a permit or approval issued under the provisions of this code if there has been any false statement or misrepresentation in the application or plans upon which the permit or approval was based.**

In conjunction with the above, additional grounds for revocation are present as the Plaisteds, and/or their agents, violated the Affidavit of Authorization required by the Town to be submitted, in which Plaisteds, and/or their agent "being first duly sworn, depose and say that we/I am/are the property owners of the property described herein and which is the subject matter of the proposed hearing; that all the answers in this application, including the disclosure of interest information, **all sketches, data, and other supplementary matter attached to and made part of this application, are honest and true to the best of our knowledge and belief. We/I understand that the information requested on this application is complete and accurate**.

VI. DEMAND AND REQUESTED ACTION

Accordingly, on behalf of our client, we formally request that the Town:

1. Immediately review the FDACS Final Order of Discipline and the findings related to the underlying survey deficiencies; and

[6] "To minimize neighborhood flooding from normal daily rainfall, no more than 67 percent of the total lot area within a residential zoning district shall be covered with impervious surfaces." Town of Fort Myers Beach Section 6-14.
[7] *See* Exhibit C – Condominium Plat.

2. Revoke building permit no. # 242333 / #234477 issued for 21391 Widgeon Terrace, Fort Myers Beach, Florida, on the grounds of misrepresentation and reliance on invalid documentation.

VII. REQUESTED TOWN RESPONSE

Please provide written acknowledgment of receipt of this Notice. Additionally, the undersigned requests a response outlining the Town's intended course of action. Should the Town require copies of any relevant documentation, expert reports, or supporting drawings, we will provide same upon request.

Please include this letter and its corresponding attachments as part of the Record of the Administrative Appeal (*Himmelstein Associates, LLC, et. al, v. Town of Fort Myers Beach*, ADMINISTRATIVE APPEAL with [SECOND RENEWED] ADMINISTRATIVE APPEAL BUILDING PERMIT # 242333 / #234477 (213191 Widgeon Terrace))

Respectfully submitted by:

/s/ Shai Ozery
Shai Ozery, Esq.
Florida Bar No. 118371
Shai@HartsellOzery.com
HARTSELL OZERY, P.A.
61 NE 1st Street, Suite C,
Pompano Beach, FL 33060
Telephone: 954-778-1052
Counsel for Defendant,
Himmelstein Associates, LLC

cc: Robert Burandt, Esq., Counsel for the Plaisteds

EXHIBIT A

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,

Petitioner,

Case No.: 2407-20819
Agency Clerk No.: B56389

v.

PABLO A. ALVAREZ, PSM,

Respondent.
_____/

FINAL ORDER

THIS CAUSE came before the Florida Board of Professional Surveyors and Mappers ("Board") pursuant to sections 120.569 and 120.57(4), Florida Statutes, at a duly noticed meeting on July 29, 2025, in Naples, Florida, for consideration of a proposed Settlement Stipulation. Pablo A. Alvarez ("Respondent") was not present at the meeting. The Florida Department of Agriculture and Consumer Services ("Department") was represented by Ana M. Gargollo-McDonald, Esq.

SUMMARY

1. On or about May 5, 2025, the Department issued an Administrative Complaint against Respondent in Case No. 2407-20819, attached hereto as "Exhibit A" and incorporated herein.

2. The Department and Respondent reached an agreement to resolve the instant case via a Settlement Stipulation.

3. The Settlement Stipulation was submitted in lieu of the Board moving forward with further legal proceedings in the instant case.

Upon consideration of the Administrative Complaint and the Settlement Stipulation, and

being otherwise fully advised of the premises, it is hereby **ORDERED AND ADJUDGED:**

A. The Settlement Stipulation is approved and adopted. The Settlement Stipulation is attached as "Exhibit B" and incorporated herein.

B. The Settlement Stipulation is accepted as resolution of this case.

C. The parties shall adhere to and abide by all the terms and conditions of the Settlement Stipulation.

D. Failure to comply with the terms of the Settlement Stipulation shall cause Respondent to be subject to further discipline.

E. This Final Order shall be placed in and become part of Respondent's official records and shall take effect upon being filed with the Agency Clerk of the Department of Agriculture and Consumer Services.

DONE AND ORDERED this 7th day of August, 2025.

Christopher E. Green, Executive Director
Florida Board of Professional Surveyors and Mappers
For Iarelis Hall, Chair

NOTICE OF RIGHTS

Any party to these proceedings adversely affected by this Final Order is entitled to seek judicial review of this Final Order pursuant to Section 120.68, Florida Statutes, and the Florida Rules of Appellate Procedure. Judicial review proceedings must be instituted by filing a Notice of Appeal with the Department's Agency Clerk, 407 South Calhoun Street, Suite 509, Tallahassee, Florida, 32399-0800, within thirty (30) days of rendition of this order. A copy of the Notice of Appeal must be filed with the Clerk of the appropriate District Court of Appeal accompanied by any filing fees prescribed by law.

Rendered this 8th day of August, 2025.

Agency Clerk

Copy sent to:

Pablo A. Alvarez
11450 SW 146th Pl.
Miami, FL 33186

Certified Receipt No. 7008 2810 0000 0384 8009

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS

DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES,

Petitioner,

v.

CASE NO. 2407-20819
CASE NO. 2407-20818

PABLO A. ALVAREZ, PSM,
LANDTEC SURVEYING AND LIEN, LLC.

Respondents.
_____/

ADMINISTRATIVE COMPLAINT

Petitioner Department of Agriculture and Consumer Services files this Administrative Complaint before the Board of Professional Surveyors and Mappers ("Board") against Pablo A. Alvarez, PSM, (Alvarez) and Landtec Surveying and Lien, LLC, ("Landtec Surveying") (collectively 'Respondents') and in support thereof alleges:

1. Petitioner is the state agency charged with regulating the practice of land surveying and mapping pursuant to Chapter 472, Florida Statutes.

2. At all times material to this complaint, Respondent Alvarez was a licensed professional surveyor and mapper within the state of Florida, having been issued license number LS7274. The license is currently listed as "Active." Respondent Alvarez has no prior complaints where probable case was found.

3. Respondent Alvarez's address of record is 11450 SW 146th Pl., Miami, Florida 33186. Respondent Alvarez is the Surveyor of Record for Landtec Surveying as of June 13, 2022.

4. At all times material to this complaint, Respondent Landtec Surveying was issued a certificate of authorization by the Board, LB8507, which is currently listed as "Active."

EXHIBIT "A"

Respondent Landtec Surveying's address of record is 700 W Hillsboro Blvd., Ste 4-100, Deerfield Beach, Florida 33441. Respondent Landtec Surveying has no prior complaints where probable cause was found.

5. Pursuant to section 472.021(5), Florida Statutes, "[d]isciplinary action against a corporation or partnership shall be administered in the same manner and on the same grounds as disciplinary action against a registered surveyor and mapper."

6. On or about July 29, 2024, the Department received a complaint from Robert Himmelstein ("Complainant") alleging that Landtec Surveying was hired to survey property located at 21391 Widgeon Ter, Fort Myers Beach, Florida. Complainant alleges that the square footage of the parcel shown on the survey is incorrect. Respondent Alvarez signed the subject survey and the revised survey.

7. On or about August 6, 2024, the complaint submitted by Complainant was determined to be legally sufficient to open an investigation.

8. On or about August 7, 2024, the Department sent a Notice of Investigation, along with a copy of the initial complaint and a Schedule "A" document request list to Respondents.

9. On or about August 29, 2024, the Department received a response package from Respondents.

10. On or about September 13, 2024, the Department submitted all documents received during the course of its investigation into this matter to Arthur A. Mastronicola, Jr., PSM LS4166 ("Consultant Mastronicola"), licensed professional surveyor and mapper, for expert review of the investigative file.

11. Consultant Mastronicola reviewed the documentation provided by the Department related to the subject survey in this matter, using the Standards of Practice (SOP) pursuant to Chapter 5J-17, Florida Administrative Code (F.A.C.) in effect on the date of the surveys.

12. On or about September 27, 2024, Consultant Mastronicola provided his Consultant Report to the Department in which he identified the following violations of the Standards of Practice, and Chapters 472 and 177, Florida Statutes:

a. The survey was issued with no description of the benchmark used reflected on the survey. There also appears a 0.26 foot adjustment between the GPS readings and known elevation bench mark that have not been discussed.

b. No documentation of the vertical accuracies was provided as required, nor was the documentation of the origin of the Mean High Water (MHW) line elevation of 0.15 disclosed. Graphical interpretation was shown for 5 points along the eastern boundary, but none along the western boundary.

c. The MHW line elevation of 0.15 appears to be shown at a different location on the Boundary survey than that of the Construction/Topographic survey.

d. Respondents failed to provide notes or documentation to support horizontal accuracies and how measured distances were calculated as shown on the survey map as required.

e. Respondents did not provide a GPS coordinate data file, calculations files, or field boundary measurement notes for substantiating the data of survey as required by the rule.

f. Original field survey dates were July 27, 2023, and July 28, 2023. There are additional field survey notes dated August 15, 2023 that appear to have been incorporated into the issued survey, but not noted as the last date of field survey.

g. Boundary survey references the "West line of Subject Lot" which is not a well-established monumented line.

h. The Construction /Topographic survey references the "Centerline of 93rd Avenue," which is not a well-established monumented line or shown on the survey map.

i. No ties were made to Plat control points with the only field measured distance being to another lot corner with the assumption it was correct, and showing the recovered southeast corner of the Unit M-1 tract being out of position. Entire survey was based upon one (1) found lot corner and no other control.

j. Respondents did not perform sufficient research to make a reasonable decision as to the boundary location to establish the west and east boundary lines and the MHW lines as shown on the record Condo Plat, but are not mathematically defined which was the entire request for the original survey to be accomplished.

k. Respondents did not provide documentation as to how the information about the elevation 0.15 line for MHW was derived. Respondents did not perform sufficient research to establish the west and east boundary lines and the MHW lines as shown on the record Condo Plat, as they were not mathematically defined; and details regarding the locations and areas of specific interest are not clearly communicated on the survey.

l. The 133.6 foot long dock is not tied where it crosses the boundary, and there are no dimensions on the dock itself other than a perpendicular length out from a calculation closure line.

m. Respondents failed to follow guidelines of Chapter 177 and the Florida Department of Environmental Protection ("DEP") supplementary regulations in performing and issuing a survey showing location of MHW line.

n. Respondents failed to get and follow methodology as prescribed by the DEP to establish MHW Line.

COUNT I

13. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

14. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

15. Rule 5J-17.051(2)(a), Florida Administrative Code ("F.A.C."), provides:

> All surveying and mapping products with elevation data shall state the datum and a description of the control upon which the surveying and mapping products are based. The data shall be supported with documentation describing the vertical accuracy and the methodology used to determine accuracy. Elevation data may be obtained on an assumed datum provided the base elevation of the assumed datum is obviously different than a publicly published datum and clearly noted.

16. The survey was issued with no description of the benchmark used reflected on the survey. There also appears a 0.26 foot adjustment between the GPS readings and known elevation bench mark that have not been discussed.

17. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule

5J-17.051(2)(a), F.A.C., when Respondents issued a survey with no description of the benchmark used reflected on the survey; and there also appears a 0.26 foot adjustment between the GPS readings and known elevation bench mark that have not been discussed.

COUNT II

18. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

19. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

20. Rule 5J-17.051(2)(a), Florida Administrative Code ("F.A.C."), provides:

> All surveying and mapping products with elevation data shall state the datum and a description of the control upon which the surveying and mapping products are based. The data shall be supported with documentation describing the vertical accuracy and the methodology used to determine accuracy. Elevation data may be obtained on an assumed datum provided the base elevation of the assumed datum is obviously different than a publicly published datum and clearly noted.

21. No documentation of the vertical accuracies was provided as required, nor was the documentation of the origin of the Mean High Water (MHW) line elevation of 0.15 disclosed. Graphical interpretation was shown for 5 points along the eastern boundary, but none along the western boundary.

22. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(2)(a), F.A.C., because no documentation of the vertical accuracies was provided as required, nor was the documentation of the origin of the MHW elevation of 0.15 disclosed; and graphical interpretation was shown for 5 points along the eastern boundary, but none along the western boundary.

COUNT III

23. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

24. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor

and mapper to discipline for violating a rule of the Board or Department.

25. Rule 5J-17.051(2)(a), Florida Administrative Code ("F.A.C."), provides:

> All surveying and mapping products with elevation data shall state the datum and a description of the control upon which the surveying and mapping products are based. The data shall be supported with documentation describing the vertical accuracy and the methodology used to determine accuracy. Elevation data may be obtained on an assumed datum provided the base elevation of the assumed datum is obviously different than a publicly published datum and clearly noted.

26. The MHW line elevation of 0.15 appears to be shown at a different location on the Boundary survey than that of the Construction/Topographic survey.

27. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(2)(a), F.A.C., because the MHW line elevation of 0.15 appears to be shown at a different location on the Boundary survey than that of the Construction/Topographic survey.

COUNT IV

28. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

29. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

30. Rule 5J-17.051(2)(b), F.A.C., provides:

> All surveying and mapping products expressing or displaying mapped features shall state the datum and a detailed description of the control upon which the surveying and mapping products are based. The data shall be supported with documentation describing the horizontal accuracy and the methodology used to determine accuracy. Mapped features may be obtained on an assumed datum provided the numerical basis of the datum is obviously different than a publicly published datum.

31. Respondents failed to provide notes or documentation to support horizontal accuracies and how measured distances were calculated as shown on the survey map as required.

32. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(2)(b), F.A.C., because Respondents failed to provide notes or documentation to support

horizontal accuracies and how measured distances were calculated as shown on the survey map as required.

COUNT V

33. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

34. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

35. Rule 5J-17.051(2)(d), F.A.C., provides: [m]easurement and computation records shall be dated as of the date of acquisition and must contain sufficient data to substantiate the surveying and mapping products.

36. Respondents did not provide a GPS coordinate data file, calculations files, or field boundary measurement notes for substantiating the data of survey as required by the rule.

37. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(2)(d), F.A.C., because Respondents did not provide a GPS coordinate data file, calculations files, or field boundary measurement notes for substantiating the data of survey as required by the rule.

COUNT VI

38. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

39. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

40. Rule 5J-17.051(3)(d), F.A.C., provides: "[a]ll survey maps must reflect a survey date, which is the last date of data acquisition. When the graphics of a map are revised, but the survey date stays the same, the map must list dates for all revisions."

41. Original field survey dates were July 27, 2023, and July 28, 2023. There are

additional field survey notes dated August 15, 2023 that appear to have been incorporated into the issued survey, but not noted as the last date of field survey.

42. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(3)(d), F.A.C., because there are additional field survey notes dated August 15, 2023 that appear to have been incorporated into the issued survey, but not noted as the last date of field survey.

COUNT VII

43. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

44. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

45. Rule 5J-17.051(3)(g), F.A.C., provides:

> A reference to all bearings shown on a survey map or report must be clearly stated, i.e., whether to "True North"; "Grid North as established by the NOS"; "Assumed North based on a bearing for a well defined line, such as the center line of a road or right of way, etc."; "a Deed Call for a particular line"; or "the bearing of a particular line shown upon a plat." References to Magnetic North should be avoided except in the cases where a comparison is necessitated by a Deed Call. In all cases, the bearings used shall be referenced to some well-established and monumented line.

46. Boundary survey references the "West line of Subject Lot" which is not a well-established monumented line.

47. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(3)(g), F.A.C., because the boundary survey references the "West line of Subject Lot" which is not a well-established monumented line.

COUNT VIII

48. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

49. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor

and mapper to discipline for violating a rule of the Board or Department.

50. Rule 5J-17.051(3)(g), F.A.C., provides:

> A reference to all bearings shown on a survey map or report must be clearly stated, i.e., whether to "True North"; "Grid North as established by the NOS"; "Assumed North based on a bearing for a well defined line, such as the center line of a road or right of way, etc."; "a Deed Call for a particular line"; or "the bearing of a particular line shown upon a plat." References to Magnetic North should be avoided except in the cases where a comparison is necessitated by a Deed Call. In all cases, the bearings used shall be referenced to some well-established and monumented line.

51. The Construction /Topographic survey references the "Centerline of 93rd Avenue," which is not a well-established monumented line or shown on the survey map.

52. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(3)(g), F.A.C., because the Construction /Topographic survey references the "Centerline of 93rd Avenue," which is not a well-established monumented line or shown on the survey map.

COUNT IX

53. Petitioner incorporates and restates allegations in allegations in paragraphs 1 through 12.

54. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

55. Rule 5J-17.052(1)(a)1., F.A.C., provides: "[e]very parcel of land whose boundaries are surveyed shall be made to conform with the record boundaries of such land, taking into account relevant requirements of law concerning whether the survey is original or a resurvey."

56. No ties were made to Plat control points with the only field measured distance being to another lot corner with the assumption it was correct, and showing the recovered southeast corner of the Unit M-1 tract being out of position. Entire survey was based upon one (1) found lot corner and no other control.

57. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.052(1)(a)1., F.A.C., because no ties were made to Plat control points with the only field measured distance being to another lot corner with the assumption it was correct, and showing the recovered southeast corner of the Unit M-1 tract being out of position; and entire survey was based upon one (1) found lot corner and no other control.

COUNT X

58. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

59. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

60. Rule 5J-17.052(1)(a)2.a., F.A.C., provides: prior to making the survey, the licensee shall perform research of records with sufficient scope and depth to identify with reasonable certainty the location of the record boundaries.

61. Respondents did not perform sufficient research to make a reasonable decision as to the boundary location to establish the west and east boundary lines and the MHW lines as shown on the record Condo Plat, but are not mathematically defined which was the entire request for the original survey to be accomplished.

62. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.052(1)(a)2.a., F.A.C., because Respondents did not perform sufficient research to make a reasonable decision as to the boundary location to establish the west and east boundary lines and MHW lines as shown on the record Condo Plat, but are not mathematically defined which was the entire request for the original survey to be accomplished.

COUNT XI

63. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

64. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

65. Rule 5J-17.052(1)(*i*), F.A.C., provides:

> Surveys of parcels with water boundaries shall describe the feature located including, top of bank, edge of water, mean high water line, ordinary high water line and the method used to locate the water boundary. Water boundaries may be located in their approximate position as long as this is adequately depicted and explained with notes on the face of the plat or map.

66. Respondents did not provide documentation as to how the information about the elevation 0.15 line for MHW was derived. Respondents did not perform sufficient research to establish the west and east boundary lines and the MHW lines as shown on the record Condo Plat, as they were not mathematically defined; and details regarding the locations and areas of specific interest are not clearly communicated on the survey.

67. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.052(1)(*i*), F.A.C, because Respondents did not provide documentation as to how the information about the elevation 0.15 line for MHW was derived; Respondents did not perform sufficient research to establish the west and east boundary lines and the MHW lines as shown on the record Condo Plat, as they were not mathematically defined; and details regarding the locations and areas of specific interest are not clearly communicated on the survey.

COUNT XII

68. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

69. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

70. Rule 5J-17.052(4)(b), F.A.C., provides: "[e]asements shown on applicable record plats or open and notorious evidence of easements or rights-of-way on or across the land being surveyed shall be located and shown upon the map."

71. Although the 15' Roadway and Utility Easement is shown on the survey, because the west boundary is in an incorrect position, the easement is also shown in an incorrect position.

72. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.052(4)(b), F.A.C, because the west boundary is in an incorrect position, the 15' Roadway and Utility Easement shown on the survey is also in an incorrect position.

COUNT XIII

73. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

74. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

75. Rule 5J-17.052(5)(a), F.A.C., provides: "[l]ocation of fixed improvements pertinent to the survey shall be graphically shown upon the map and their positions shall be dimensioned in reference to the boundaries, either directly or by offset lines."

76. The 133.6 foot long dock is not tied where it crosses the boundary, and there are no dimensions on the dock itself other than a perpendicular length out from a calculation closure line.

77. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.052(5)(a), F.A.C, because the 133.6 foot long dock is not tied where it crosses the boundary, and there are no dimensions on the dock itself other than a perpendicular length out from a calculation closure line.

COUNT XIV

78. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

79. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for failing to perform any statutory or legal obligation placed upon a licensed surveyor and mapper.

80. Section 177.35, Florida Statutes, provides:

> The establishment of local tidal datums and the determination of the location of the mean high-water line or the mean low-water line, whether by federal, state, or local agencies or private parties, shall be made in accordance with the standards and procedures set forth in ss. 177.37-177.39 and in accordance with supplementary regulations promulgated by the department[1].

81. Respondents failed to follow guidelines of Chapter 177 and the Florida Department of Environmental Protection (DEP) supplementary regulations in performing and issuing a survey showing location of MHW line.

82. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating section 177.35, Florida Statutes, because Respondents failed to follow guidelines of Chapter 177 and the Florida Department of Environmental Protection (DEP) supplementary regulations in performing and issuing a survey showing location of MHW line.

COUNT XV

83. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

84. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for failing to perform any statutory or legal obligation placed upon a licensed surveyor and mapper.

85. Section 177.39, Florida Statutes, provides:

[1] Department" means the Department of Environmental Protection. § 177.27(7), Fla. Stat.

> Determination of mean high-water line or mean low-water line.—The location of the mean high-water line or the mean low-water line shall be determined by methods which are approved by the department for the area concerned. Geodetic bench marks shall not be used unless approved by the department.

86. Respondents failed to get and follow methodology as prescribed by the DEP to establish MHW Line.

87. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating section 177.39, Florida Statutes, because Respondents failed to get and follow methodology as prescribed by the DEP to establish MHW Line.

WHEREFORE, Petitioner respectfully requests an order from the Board imposing one or more of the following penalties: imposition of an administrative fine not to exceed **Five Hundred Dollars and Zero Cents ($500.00)** per count, placement on probation, survey review, assessment of costs associated with the investigation and prosecution, imposition of any or all penalties delineated within Section 472.0351(2), Florida Statutes, and/or any other relief that the Board or the Department is authorized to impose pursuant to Chapter 472, Florida Statutes, and/or the rules promulgated thereunder.

Signed this 5th day of May, 2025.

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Ana M. Gargollo-McDonald
Senior Attorney
Florida Bar No.: 85907
Office of General Counsel
407 S. Calhoun St., Ste. 520
Tallahassee, FL 32399-0800
Tel: (850) 245-1000
Facsimile: (850) 245-1001
Email: ana.gargollo-mcdonald@fdacs.gov

PCP Date: April 30, 2025

PCP Members: Chris McLaughlin (Chair)
Keith Fountain
Danny Williams

Certified U.S. Mail, Return Receipt # 7019 0160 0000 0402 5281

NOTICE OF RIGHTS

Respondent has the right to request a hearing to be conducted in accordance with sections 20.569 and 120.57, Florida Statutes, to be represented by counsel or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on his or her behalf if a hearing is requested.

A request or petition for an administrative hearing must be in writing and must be received by the Department within 21 days from the day Respondent received the Administrative Complaint pursuant to Rule 28-106.111(2), Florida Administrative Code. If Respondent fails to request a hearing within twenty-one (21) days of receipt of an agency pleading, Respondent waives the right to request a hearing on the facts alleged in the Administrative Complaint pursuant to Rule 28-106.111(4), Florida Administrative Code. Any request for an administrative proceeding to challenge or contest the material facts or charges contained in the Administrative Complaint must conform to Rule 28-106.2015(5), Florida Administrative Code.

Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

NOTICE REGARDING ASSESSMENT OF COSTS

Respondent is placed on notice that Petitioner has incurred costs related to the investigation and prosecution of this matter. Pursuant to section 472.0351(4)(a), Florida Statutes, the Board may assess costs and attorney's fees related to the investigation and prosecution of the case against the Respondent in addition to any other discipline imposed.

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,

Petitioner,

v.

CASE NO. 2407-20819
CASE NO. 2407-20818

PABLO A. ALVAREZ, PSM,
LANDTEC SURVEYING AND LIEN, LLC.

Respondent.
_____/

SETTLEMENT STIPULATION

Petitioner, the Department of Agriculture and Consumer Services ("Department"), and Respondent, Pablo A. Alvarez, PSM, P.S.M., pursuant to Section 120.57(4), Florida Statutes, stipulate and agree to the following Settlement Stipulation and entry of a Final Order of the Board of Professional Surveyors and Mappers ("Board"), incorporating the Stipulated Facts and Stipulated Disposition in this matter.

STIPULATED FACTS

1. Petitioner is the state agency charged with regulating licensed professional surveyors and mappers in the state of Florida pursuant to Chapter 472, Florida Statutes.

2. For all times pertinent hereto, Respondent was a licensed professional surveyor and mapper in the state of Florida having been issued license number LS7274. Respondent's address of record is 11450 SW 146th Pl., Miami, Florida 33186.

3. On or about May 5, 2025, in Department Case No. 2407-20819, Petitioner issued an Administrative Complaint against Respondent alleging that Respondent violated Chapter 472,

EXHIBIT "B"

Florida Statutes, and/or other applicable statutes, and/or the rules enacted pursuant thereto. A true and correct copy of the Administrative Complaint is attached hereto.

4. For the purposes of these proceedings, Respondent admits the allegations of fact contained in the Administrative Complaint.

STIPULATED CONCLUSIONS OF LAW

5. Respondent admits that, as a licensed professional surveyor and mapper, he is subject to the provisions of Chapter 472, Florida Statutes, and the jurisdiction of the Department and the Board.

6. Respondent admits the facts alleged in the Administrative Complaint, if proven, would constitute violations of Chapter 472, Florida Statutes.

7. Respondent agrees that this Settlement Stipulation is a fair, appropriate, and acceptable disposition of this case.

8. Respondent agrees the Board's acceptance of this Settlement Stipulation constitutes disciplinary action within the meaning of Sections 472.033 and 472.0351, Florida Statutes.

STIPULATED DISPOSITION

9. **REPRIMAND:** The Board shall issue a Reprimand against Respondent's license.

10. **FINE:** The Board shall impose an administrative fine of Three Thousand Dollars and Zero Cents **($3,000.00)** against Respondent's license which Respondent shall pay to Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Attention: Executive Director, 2005 Apalachee Parkway, Tallahassee, Florida 32399-6500, **within ninety (90) days of the entry of the Final Order** accepting this Settlement Stipulation. **All fines shall be paid by cashier's check or money order.** Respondent's failure to pay the fine by the

time due shall result in the immediate suspension of Respondent's license and the matter shall be referred to the Department for further prosecution and additional discipline.

11. **COSTS:** Pursuant to Rule 5J-17.06, Florida Administrative Code, Respondent agrees to pay the Department for the Department's costs incurred in the investigation and prosecution of this case. Respondent agrees that the amount of the Department costs to be paid in this case is **One Thousand One Hundred and Forty-Seven Dollars and Ninety-One Cents ($1,147.91).** Respondent shall pay such administrative costs to: Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Attention: Executive Director, 2005 Apalachee Parkway, Tallahassee, Florida 32399-6500, **within ninety (90) days of the entry of the Final Order** accepting this Settlement Stipulation. **All costs shall be paid by cashier's check or money order.** Respondent's failure to pay the costs by the time due shall result in the immediate suspension of Respondent's license and the matter shall be referred to the Department for further prosecution and additional discipline.

12. **PROBATION:** Probation shall take effect **immediately** upon the date the Board's Final Order is rendered in this matter. If Respondent fails to comply with any terms of probation, the matter shall be referred to the Department for further prosecution and additional discipline, including additional fines and costs, and/or other appropriate discipline. Terms of probation shall be as follows:

a. All documents required to be submitted by Respondent under this paragraph 12 shall be filed with the Executive Director of the Board of Professional Surveyors and Mappers, 2005 Apalachee Parkway, Tallahassee, Florida 32399-2900 ("Board Office").

b. Respondent may commence and complete performance of these terms of probation no earlier than ninety (90) days from the date on which the Board approved this Settlement Stipulation, which is listed below.

c. Continuing Education: Respondent shall complete twelve (12) credit hours of Board approved continuing education courses, six (6) of which shall be in **Standards of Practice (SOP), within sixty (60) days from the date the Board's Final Order** is rendered in this matter. If extenuating circumstances prevent Respondent from completing in the timeframe, Respondent shall notify the Board office within 30 days of the completion deadline, and an extension may be granted accordingly. Respondent shall submit proof of completion of the above-mentioned course to the Board Office within the allotted time frame. Continuing education courses completed as part of this probation shall not be counted toward the continuing education requirement for renewal of the Respondent's license under Chapter 472, Florida Statutes.

d. Survey Review: Respondent shall provide the Board with a list of all signed and sealed surveys, which shall contain a minimum of three (3) surveys which were performed by Respondent within ninety (90) days of the date of the completion of the aforementioned CE credits.

i. The survey list submitted by the probationer shall contain each survey's project name and/or number, the client's name (if available), the date of the survey and the type of survey performed.

ii. The Board's Probation Chair will randomly select three (3) of Respondent's signed and sealed surveys for review from the survey list submitted by Respondent.

iii. Within five (5) calendar days of being notified by the Board of the surveys which were selected for review and the attendant costs of such review, Respondent shall have post-marked and submitted to the Board Office signed and sealed surveys for the surveyed properties selected for review, along with copies of the relevant field notes, the relevant full size record plats, all measurement and computational records, and all other documents necessary for a full and complete review of the surveys, in accordance with Florida Administrative Code Rules 5J-17.016, 5J-17.083, and 5J-17.085. Along with the surveys submitted to the Board Office, Respondent shall also remit to the Department the amount of the quoted cost of review, payable by cashier's check or money order to: Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers.

iv. The Board Office shall submit the surveys supplied by Respondent, along with supporting documentations and records, to the expert consultant selected by the Board to conduct a review. The expert consultant shall provide an evaluation report of his review to the Board's Probation Review Committee along with a copy to the Respondent.

v. Respondent must attend the Probation Committee meeting at which the surveys and the evaluation report prepared by the expert consultant surveys are to be discussed. At this meeting, the Probation Committee shall determine whether Respondent's reviewed surveys meet or exceed the standards of practice.

vi. If Respondent's surveys fail to meet or exceed the standards of practice, Respondent shall be granted another opportunity to pass survey review and shall repeat the steps outlined above. If Respondent fails to pass survey review a second time, he shall be referred to the Department for non-compliance with a final order of the Board and be subject to further disciplinary action.

e. Failure to comply with any of the terms of probation outlined herein shall constitute a violation of section 472.0351(1)(h), F.S., and shall result in the immediate suspension of Respondent's license. The matter shall be referred to the Department for further prosecution and additional discipline, including fines, costs, and/or other appropriate discipline.

STANDARD PROVISIONS

13. From the date of entering this Settlement Stipulation, Respondent shall not violate Chapter 472, Florida Statutes, or the administrative rules promulgated pursuant thereto.

14. Respondent understands a violation of any term of this Settlement Stipulation shall constitute a violation of a Final Order of the Board, for which disciplinary action may be initiated pursuant to Chapter 472, Florida Statutes.

15. It is expressly understood that this Settlement Stipulation is subject to the approval of the Board and the Department and has no force and effect until the Board enters a Final Order incorporating the terms of this agreement.

16. Respondent executes this Settlement Stipulation to avoid further administrative action in this instant case and to avoid incurring expenses associated with further litigation with respect to this cause. In this regard, Respondent authorizes the Board to review and examine all investigative file materials concerning Respondent prior to or in conjunction with consideration of

the Settlement stipulation. If this Settlement Stipulation is not approved by the Board, then neither party may use this Settlement Stipulation against the other and this Settlement Stipulation shall be deemed null and void. Furthermore, should this Settlement Stipulation not be accepted by the Board, it is agreed that presentation to and consideration of this Settlement Stipulation and other documents and matters by the Board shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration or resolution of these proceedings.

17. Respondent understands that this Settlement Stipulation, and the subsequent Final Order incorporating the same, will not in any way preclude additional proceedings by the Board and/or Department against the Respondent for acts or omissions not specifically set forth in the Administrative Complaint (Attached as Exhibit A).

18. Upon the Board's adoption of this Settlement Stipulation, Respondent waives all further procedural steps, and waives all rights to seek judicial review of or to otherwise challenge or contest the validity of the Settlement Stipulation and the Final Order of the Board incorporating the terms of the Settlement Stipulation.

19. Respondent waives the right to seek any attorney's fees or costs from the Board or Department in connection with this disciplinary proceeding or any appeal thereafter.

20. Respondent enters into this Settlement Stipulation freely and voluntarily. Respondent acknowledges that no promises were made to the Respondent regarding the disposition of this case or any other case that may be pending now or in the future before this Board, except the terms of this Settlement Stipulation.

21. Respondent understands the Final Order entered in this case may be used in future cases to seek enhanced penalties if Respondent commits a violation after the filing date of this

Settlement Stipulation and Final Order.

22. If Respondent holds any other professional or occupational license, Respondent understands and acknowledges that this Settlement Stipulation and Final Order may be used as grounds for discipline against any other license held by the Respondent.

23. Venue for any action arising out of this Settlement Stipulation and Final Order shall be in Leon County, Florida.

24. This Settlement Stipulation constitutes the entire agreement between the Department and Respondent, including anyone acting for, associated with, or employed by either party, concerning only those matters specified above and supersedes any prior discussions, agreements, or understandings. No modification or waiver of any provision is valid unless the parties complete and properly executed a written amendment to the Settlement Stipulation.

25. This Settlement Stipulation is and shall be deemed jointly drafted and written by all parties to it and shall not be construed or interpreted against any party.

26. To the extent any portion of this Settlement Stipulation is prohibited by law for any reason, such prohibition shall not affect any other provision of this Settlement Stipulation.

WHEREFORE, the parties hereto request the Board of Professional Surveyors and Mappers to enter a Final Order accepting and implementing the terms contained herein.

[SIGNATURE PAGE TO FOLLOW]

SIGNED this 22TH day of MAY, 2025.

PABLO A. ALVAREZ, P.S.M.
LS7274

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME personally appeared X, whose identity is known to me or who produced _____ (type of identification) and who, under oath, acknowledges that his/her signature appears above.

SWORN TO and subscribed before me this 22 day of May, 2025.

NOTARY PUBLIC
My Commission Expires: 12/18/2027

Notary Public State of Florida
Nicole M. DaCosta
My Commission HH 473986
Expires 12/18/2027

APPROVED this 31st day of July, 2025.

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Ana M. Gargollo-McDonald
Senior Attorney
Florida Bar No.: 85907
Office of General Counsel
407 S. Calhoun St., Ste. 520
Tallahassee, FL 32399-0800
Tel: (850) 245-1000
Fax: (850) 245-1001
Email: ana.gargollo-mcdonald@fdacs.gov

EXHIBIT B

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,

Petitioner,

Case No.: 2407-20818
Agency Clerk No.: B56387

v.

LANDTEC SURVEYING AND LIEN, LLC,

Respondent.
_____/

FINAL ORDER

THIS CAUSE came before the Florida Board of Professional Surveyors and Mappers ("Board") pursuant to sections 120.569 and 120.57(4), Florida Statutes, at a duly noticed meeting on July 29, 2025, in Naples, Florida, for consideration of a proposed Settlement Stipulation. Landtec Surveying and Lien, LLC ("Respondent") was not represented at the meeting. The Florida Department of Agriculture and Consumer Services ("Department") was represented by Ana M. Gargollo-McDonald, Esq.

SUMMARY

1. On or about May 5, 2025, the Department issued an Administrative Complaint against Respondent in Case No. 2407-20818, attached hereto as "Exhibit A" and incorporated herein.

2. The Department and Respondent reached an agreement to resolve the instant case via a Settlement Stipulation.

3. The Settlement Stipulation was submitted in lieu of the Board moving forward with further legal proceedings in the instant case.

Upon consideration of the Administrative Complaint and the Settlement Stipulation, and being otherwise fully advised of the premises, it is hereby **ORDERED AND ADJUDGED**:

A. The Settlement Stipulation is approved and adopted. The Settlement Stipulation is attached as "Exhibit B" and incorporated herein.

B. The Settlement Stipulation is accepted as resolution of this case.

C. The parties shall adhere to and abide by all the terms and conditions of the Settlement Stipulation.

D. Failure to comply with the terms of the Settlement Stipulation shall cause Respondent to be subject to further discipline.

E. This Final Order shall be placed in and become part of Respondent's official records and shall take effect upon being filed with the Agency Clerk of the Department of Agriculture and Consumer Services.

DONE AND ORDERED this 7th day of August, 2025.

Christopher E. Green

Christopher E. Green, Executive Director
Florida Board of Professional Surveyors and Mappers
For Iarelis Hall, Chair

NOTICE OF RIGHTS

Any party to these proceedings adversely affected by this Final Order is entitled to seek judicial review of this Final Order pursuant to Section 120.68, Florida Statutes, and the Florida Rules of Appellate Procedure. Judicial review proceedings must be instituted by filing a Notice of Appeal with the Department's Agency Clerk, 407 South Calhoun Street, Suite 509, Tallahassee, Florida, 32399-0800, within thirty (30) days of rendition of this order. A copy of the Notice of Appeal must be filed with the Clerk of the appropriate District Court of Appeal accompanied by any filing fees prescribed by law.

Rendered this 8th day of August, 2025.

Agency Clerk

Copy sent to:

Landtec Surveying and Lien, LLC
700 W Hillsboro Blvd.
Ste 2-102
Deerfield Beach, FL 33441

Certified Receipt No. 7008 2810 0000 0384 7996

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,

Petitioner,

v.

CASE NO. 2407-20818
CASE NO. 2407-20819

LANDTEC SURVEYING AND LIEN, LLC.,
PABLO A. ALVAREZ, PSM,

Respondents.
_____/

ADMINISTRATIVE COMPLAINT

Petitioner Department of Agriculture and Consumer Services files this Administrative Complaint before the Board of Professional Surveyors and Mappers ("Board") against Pablo A. Alvarez, PSM, (Alvarez) and Landtec Surveying and Lien, LLC, ("Landtec Surveying") (collectively 'Respondents') and in support thereof alleges:

1. Petitioner is the state agency charged with regulating the practice of land surveying and mapping pursuant to Chapter 472, Florida Statutes.

2. At all times material to this complaint, Respondent Alvarez was a licensed professional surveyor and mapper within the state of Florida, having been issued license number LS7274. The license is currently listed as "Active." Respondent Alvarez has no prior complaints where probable case was found.

3. Respondent Alvarez's address of record is 11450 SW 146th Pl., Miami, Florida 33186. Respondent Alvarez is the Surveyor of Record for Landtec Surveying as of June 13, 2022.

4. At all times material to this complaint, Respondent Landtec Surveying was issued a certificate of authorization by the Board, LB8507, which is currently listed as "Active."

EXHIBIT "A"

Respondent Landtec Surveying's address of record is 700 W Hillsboro Blvd., Ste 2-102, Deerfield Beach, Florida 33441. Respondent Landtec Surveying has no prior complaints where probable cause was found.

5. Pursuant to section 472.021(5), Florida Statutes, "[d]isciplinary action against a corporation or partnership shall be administered in the same manner and on the same grounds as disciplinary action against a registered surveyor and mapper."

6. On or about July 29, 2024, the Department received a complaint from Robert Himmelstein ("Complainant") alleging that Landtec Surveying was hired to survey property located at 21391 Widgeon Ter, Fort Myers Beach, Florida. Complainant alleges that the square footage of the parcel shown on the survey is incorrect. Respondent Alvarez signed the subject survey and the revised survey.

7. On or about August 6, 2024, the complaint submitted by Complainant was determined to be legally sufficient to open an investigation.

8. On or about August 7, 2024, the Department sent a Notice of Investigation, along with a copy of the initial complaint and a Schedule "A" document request list to Respondents.

9. On or about August 29, 2024, the Department received a response package from Respondents.

10. On or about September 13, 2024, the Department submitted all documents received during the course of its investigation into this matter to Arthur A. Mastronicola, Jr., PSM LS4166 ("Consultant Mastronicola"), licensed professional surveyor and mapper, for expert review of the investigative file.

11. Consultant Mastronicola reviewed the documentation provided by the Department related to the subject survey in this matter, using the Standards of Practice (SOP) pursuant to Chapter 5J-17, Florida Administrative Code (F.A.C.) in effect on the date of the surveys.

12. On or about September 27, 2024, Consultant Mastronicola provided his Consultant Report to the Department in which he identified the following violations of the Standards of Practice, and Chapters 472 and 177, Florida Statutes:

a. The survey was issued with no description of the benchmark used reflected on the survey. There also appears a 0.26 foot adjustment between the GPS readings and known elevation bench mark that have not been discussed.

b. No documentation of the vertical accuracies was provided as required, nor was the documentation of the origin of the Mean High Water (MHW) line elevation of 0.15 disclosed. Graphical interpretation was shown for 5 points along the eastern boundary, but none along the western boundary.

c. The MHW line elevation of 0.15 appears to be shown at a different location on the Boundary survey than that of the Construction/Topographic survey.

d. Respondents failed to provide notes or documentation to support horizontal accuracies and how measured distances were calculated as shown on the survey map as required.

e. Respondents did not provide a GPS coordinate data file, calculations files, or field boundary measurement notes for substantiating the data of survey as required by the rule.

f. Original field survey dates were July 27, 2023, and July 28, 2023. There are additional field survey notes dated August 15, 2023 that appear to have been incorporated into the issued survey, but not noted as the last date of field survey.

g. Boundary survey references the "West line of Subject Lot" which is not a well-established monumented line.

h. The Construction /Topographic survey references the "Centerline of 93rd Avenue," which is not a well-established monumented line or shown on the survey map.

i. No ties were made to Plat control points with the only field measured distance being to another lot corner with the assumption it was correct, and showing the recovered southeast corner of the Unit M-1 tract being out of position. Entire survey was based upon one (1) found lot corner and no other control.

j. Respondents did not perform sufficient research to make a reasonable decision as to the boundary location to establish the west and east boundary lines and the MHW lines as shown on the record Condo Plat, but are not mathematically defined which was the entire request for the original survey to be accomplished.

k. Respondents did not provide documentation as to how the information about the elevation 0.15 line for MHW was derived. Respondents did not perform sufficient research to establish the west and east boundary lines and the MHW lines as shown on the record Condo Plat, as they were not mathematically defined; and details regarding the locations and areas of specific interest are not clearly communicated on the survey.

l. The 133.6 foot long dock is not tied where it crosses the boundary, and there are no dimensions on the dock itself other than a perpendicular length out from a calculation closure line.

m. Respondents failed to follow guidelines of Chapter 177 and the Florida Department of Environmental Protection ("DEP") supplementary regulations in performing and issuing a survey showing location of MHW line.

n. Respondents failed to get and follow methodology as prescribed by the DEP to establish MHW Line.

COUNT I

13. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

14. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

15. Rule 5J-17.051(2)(a), Florida Administrative Code ("F.A.C."), provides:

> All surveying and mapping products with elevation data shall state the datum and a description of the control upon which the surveying and mapping products are based. The data shall be supported with documentation describing the vertical accuracy and the methodology used to determine accuracy. Elevation data may be obtained on an assumed datum provided the base elevation of the assumed datum is obviously different than a publicly published datum and clearly noted.

16. The survey was issued with no description of the benchmark used reflected on the survey. There also appears a 0.26 foot adjustment between the GPS readings and known elevation bench mark that have not been discussed.

17. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule

5J-17.051(2)(a), F.A.C., when Respondents issued a survey with no description of the benchmark used reflected on the survey, and there also appears a 0.26 foot adjustment between the GPS readings and known elevation bench mark that have not been discussed.

COUNT II

18. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

19. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

20. Rule 5J-17.051(2)(a), Florida Administrative Code ("F.A.C."), provides:

> All surveying and mapping products with elevation data shall state the datum and a description of the control upon which the surveying and mapping products are based. The data shall be supported with documentation describing the vertical accuracy and the methodology used to determine accuracy. Elevation data may be obtained on an assumed datum provided the base elevation of the assumed datum is obviously different than a publicly published datum and clearly noted.

21. No documentation of the vertical accuracies was provided as required, nor was the documentation of the origin of the Mean High Water (MHW) line elevation of 0.15 disclosed. Graphical interpretation was shown for 5 points along the eastern boundary, but none along the western boundary.

22. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(2)(a), F.A.C., because no documentation of the vertical accuracies was provided as required, nor was the documentation of the origin of the MHW elevation of 0.15 disclosed; and graphical interpretation was shown for 5 points along the eastern boundary, but none along the western boundary.

COUNT III

23. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

24. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor

and mapper to discipline for violating a rule of the Board or Department.

25. Rule 5J-17.051(2)(a), Florida Administrative Code ("F.A.C."), provides:

> All surveying and mapping products with elevation data shall state the datum and a description of the control upon which the surveying and mapping products are based. The data shall be supported with documentation describing the vertical accuracy and the methodology used to determine accuracy. Elevation data may be obtained on an assumed datum provided the base elevation of the assumed datum is obviously different than a publicly published datum and clearly noted.

26. The MHW line elevation of 0.15 appears to be shown at a different location on the Boundary survey than that of the Construction/Topographic survey.

27. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(2)(a), F.A.C., because the MHW line elevation of 0.15 appears to be shown at a different location on the Boundary survey than that of the Construction/Topographic survey.

COUNT IV

28. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

29. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

30. Rule 5J-17.051(2)(b), F.A.C., provides:

> All surveying and mapping products expressing or displaying mapped features shall state the datum and a detailed description of the control upon which the surveying and mapping products are based. The data shall be supported with documentation describing the horizontal accuracy and the methodology used to determine accuracy. Mapped features may be obtained on an assumed datum provided the numerical basis of the datum is obviously different than a publicly published datum.

31. Respondents failed to provide notes or documentation to support horizontal accuracies and how measured distances were calculated as shown on the survey map as required.

32. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(2)(b), F.A.C., because Respondents failed to provide notes or documentation to support

horizontal accuracies and how measured distances were calculated as shown on the survey map as required.

COUNT V

33. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

34. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

35. Rule 5J-17.051(2)(d), F.A.C., provides: [m]easurement and computation records shall be dated as of the date of acquisition and must contain sufficient data to substantiate the surveying and mapping products.

36. Respondents did not provide a GPS coordinate data file, calculations files, or field boundary measurement notes for substantiating the data of survey as required by the rule.

37. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(2)(d), F.A.C., because Respondents did not provide a GPS coordinate data file, calculations files, or field boundary measurement notes for substantiating the data of survey as required by the rule.

COUNT VI

38. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

39. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

40. Rule 5J-17.051(3)(d), F.A.C., provides: "[a]ll survey maps must reflect a survey date, which is the last date of data acquisition. When the graphics of a map are revised, but the survey date stays the same, the map must list dates for all revisions."

41. Original field survey dates were July 27, 2023, and July 28, 2023. There are

additional field survey notes dated August 15, 2023 that appear to have been incorporated into the issued survey, but not noted as the last date of field survey.

42. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(3)(d), F.A.C., because there are additional field survey notes dated August 15, 2023 that appear to have been incorporated into the issued survey, but not noted as the last date of field survey.

COUNT VII

43. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

44. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

45. Rule 5J-17.051(3)(g), F.A.C., provides:

> A reference to all bearings shown on a survey map or report must be clearly stated, i.e., whether to "True North"; "Grid North as established by the NOS"; "Assumed North based on a bearing for a well defined line, such as the center line of a road or right of way, etc."; "a Deed Call for a particular line"; or "the bearing of a particular line shown upon a plat." References to Magnetic North should be avoided except in the cases where a comparison is necessitated by a Deed Call. In all cases, the bearings used shall be referenced to some well-established and monumented line.

46. Boundary survey references the "West line of Subject Lot" which is not a well-established monumented line.

47. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(3)(g), F.A.C., because the boundary survey references the "West line of Subject Lot" which is not a well-established monumented line.

COUNT VIII

48. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

49. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor

and mapper to discipline for violating a rule of the Board or Department.

50. Rule 5J-17.051(3)(g), F.A.C., provides:

> A reference to all bearings shown on a survey map or report must be clearly stated, i.e., whether to "True North"; "Grid North as established by the NOS"; "Assumed North based on a bearing for a well defined line, such as the center line of a road or right of way, etc."; "a Deed Call for a particular line"; or "the bearing of a particular line shown upon a plat." References to Magnetic North should be avoided except in the cases where a comparison is necessitated by a Deed Call. In all cases, the bearings used shall be referenced to some well-established and monumented line.

51. The Construction /Topographic survey references the "Centerline of 93rd Avenue," which is not a well-established monumented line or shown on the survey map.

52. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.051(3)(g), F.A.C., because the Construction /Topographic survey references the "Centerline of 93rd Avenue," which is not a well-established monumented line or shown on the survey map.

COUNT IX

53. Petitioner incorporates and restates allegations in allegations in paragraphs 1 through 12.

54. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

55. Rule 5J-17.052(1)(a)1., F.A.C., provides: "[e]very parcel of land whose boundaries are surveyed shall be made to conform with the record boundaries of such land, taking into account relevant requirements of law concerning whether the survey is original or a resurvey."

56. No ties were made to Plat control points with the only field measured distance being to another lot corner with the assumption it was correct, and showing the recovered southeast corner of the Unit M-1 tract being out of position. Entire survey was based upon one (1) found lot corner and no other control.

57. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.052(1)(a)1., F.A.C., because no ties were made to Plat control points with the only field measured distance being to another lot corner with the assumption it was correct, and showing the recovered southeast corner of the Unit M-1 tract being out of position; and entire survey was based upon one (1) found lot corner and no other control.

COUNT X

58. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

59. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

60. Rule 5J-17.052(1)(a)2.a., F.A.C., provides: prior to making the survey, the licensee shall perform research of records with sufficient scope and depth to identify with reasonable certainty the location of the record boundaries.

61. Respondents did not perform sufficient research to make a reasonable decision as to the boundary location to establish the west and east boundary lines and the MHW lines as shown on the record Condo Plat, but are not mathematically defined which was the entire request for the original survey to be accomplished.

62. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.052(1)(a)2.a., F.A.C., because Respondents did not perform sufficient research to make a reasonable decision as to the boundary location to establish the west and east boundary lines and MHW lines as shown on the record Condo Plat, but are not mathematically defined which was the entire request for the original survey to be accomplished.

COUNT XI

63. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

64. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

65. Rule 5J-17.052(1)(*i*), F.A.C., provides:

> Surveys of parcels with water boundaries shall describe the feature located including, top of bank, edge of water, mean high water line, ordinary high water line and the method used to locate the water boundary. Water boundaries may be located in their approximate position as long as this is adequately depicted and explained with notes on the face of the plat or map.

66. Respondents did not provide documentation as to how the information about the elevation 0.15 line for MHW was derived. Respondents did not perform sufficient research to establish the west and east boundary lines and the MHW lines as shown on the record Condo Plat, as they were not mathematically defined; and details regarding the locations and areas of specific interest are not clearly communicated on the survey.

67. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.052(1)(*i*), F.A.C, because Respondents did not provide documentation as to how the information about the elevation 0.15 line for MHW was derived; Respondents did not perform sufficient research to establish the west and east boundary lines and the MHW lines as shown on the record Condo Plat, as they were not mathematically defined; and details regarding the locations and areas of specific interest are not clearly communicated on the survey.

COUNT XII

68. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

69. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

70. Rule 5J-17.052(4)(b), F.A.C., provides: "[e]asements shown on applicable record plats or open and notorious evidence of easements or rights-of-way on or across the land being surveyed shall be located and shown upon the map."

71. Although the 15' Roadway and Utility Easement is shown on the survey, because the west boundary is in an incorrect position, the easement is also shown in an incorrect position.

72. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.052(4)(b), F.A.C, because the west boundary is in an incorrect position, the 15' Roadway and Utility Easement shown on the survey is also in an incorrect position.

COUNT XIII

73. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

74. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for violating a rule of the Board or Department.

75. Rule 5J-17.052(5)(a), F.A.C., provides: "[l]ocation of fixed improvements pertinent to the survey shall be graphically shown upon the map and their positions shall be dimensioned in reference to the boundaries, either directly or by offset lines."

76. The 133.6 foot long dock is not tied where it crosses the boundary, and there are no dimensions on the dock itself other than a perpendicular length out from a calculation closure line.

77. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating Rule 5J-17.052(5)(a), F.A.C, because the 133.6 foot long dock is not tied where it crosses the boundary, and there are no dimensions on the dock itself other than a perpendicular length out from a calculation closure line.

COUNT XIV

78. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

79. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for failing to perform any statutory or legal obligation placed upon a licensed surveyor and mapper.

80. Section 177.35, Florida Statutes, provides:

> The establishment of local tidal datums and the determination of the location of the mean high-water line or the mean low-water line, whether by federal, state, or local agencies or private parties, shall be made in accordance with the standards and procedures set forth in ss. 177.37-177.39 and in accordance with supplementary regulations promulgated by the department[1].

81. Respondents failed to follow guidelines of Chapter 177 and the Florida Department of Environmental Protection (DEP) supplementary regulations in performing and issuing a survey showing location of MHW line.

82. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating section 177.35, Florida Statutes, because Respondents failed to follow guidelines of Chapter 177 and the Florida Department of Environmental Protection (DEP) supplementary regulations in performing and issuing a survey showing location of MHW line.

COUNT XV

83. Petitioner incorporates and restates allegations in paragraphs 1 through 12.

84. Section 472.0351(1)(h), Florida Statutes, subjects a licensed professional surveyor and mapper to discipline for failing to perform any statutory or legal obligation placed upon a licensed surveyor and mapper.

85. Section 177.39, Florida Statutes, provides:

[1] Department" means the Department of Environmental Protection. § 177.27(7), Fla. Stat.

> Determination of mean high-water line or mean low-water line.—The location of the mean high-water line or the mean low-water line shall be determined by methods which are approved by the department for the area concerned. Geodetic bench marks shall not be used unless approved by the department.

86. Respondents failed to get and follow methodology as prescribed by the DEP to establish MHW Line.

87. Respondents violated Section 472.0351(1)(h), Florida Statutes, by violating section 177.39, Florida Statutes, because Respondents failed to get and follow methodology as prescribed by the DEP to establish MHW Line.

WHEREFORE, Petitioner respectfully requests an order from the Board imposing one or more of the following penalties: imposition of an administrative fine not to exceed **Five Hundred Dollars and Zero Cents ($500.00)** per count, assessment of costs associated with the investigation and prosecution, imposition of any or all penalties delineated within Section 472.0351(2), Florida Statutes, and/or any other relief that the Board or the Department is authorized to impose pursuant to Chapter 472, Florida Statutes, and/or the rules promulgated thereunder.

Signed this 5th day of May, 2025.

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Ana M. Gargollo-McDonald
Senior Attorney
Florida Bar No.: 85907
Office of General Counsel
407 S. Calhoun St., Ste. 520
Tallahassee, FL 32399-0800
Tel: (850) 245-1000
Facsimile: (850) 245-1001
Email: ana.gargollo-mcdonald@fdacs.gov

PCP Date: April 30, 2025

PCP Members: Chris McLaughlin (Chair)
Keith Fountain
Danny Williams

Certified U.S. Mail, Return Receipt # 7019 0160 0000 0402 5298

NOTICE OF RIGHTS

Respondent has the right to request a hearing to be conducted in accordance with sections 20.569 and 120.57, Florida Statutes, to be represented by counsel or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on his or her behalf if a hearing is requested.

A request or petition for an administrative hearing must be in writing and must be received by the Department within 21 days from the day Respondent received the Administrative Complaint pursuant to Rule 28-106.111(2), Florida Administrative Code. If Respondent fails to request a hearing within twenty-one (21) days of receipt of an agency pleading, Respondent waives the right to request a hearing on the facts alleged in the Administrative Complaint pursuant to Rule 28-106.111(4), Florida Administrative Code. Any request for an administrative proceeding to challenge or contest the material facts or charges contained in the Administrative Complaint must conform to Rule 28-106.2015(5), Florida Administrative Code.

Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

NOTICE REGARDING ASSESSMENT OF COSTS

Respondent is placed on notice that Petitioner has incurred costs related to the investigation and prosecution of this matter. Pursuant to section 472.0351(4)(a), Florida Statutes, the Board may assess costs and attorney's fees related to the investigation and prosecution of the case against the Respondent in addition to any other discipline imposed.

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS

DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES,

Petitioner,

v.

CASE NO. 2407-20818
CASE NO. 2407-20819

LANDTEC SURVEYING AND LIEN, LLC.,
PABLO A. ALVAREZ, PSM,

Respondents.
_____/

SETTLEMENT STIPULATION

Petitioner, the Department of Agriculture and Consumer Services ("Department"), and Respondent, Landtec Surveying and Lien, LLC, pursuant to Section 120.57(4), Florida Statutes, and Section 472.021, Florida Statutes, stipulate and agree to the following Settlement Stipulation and entry of a Final Order of the Board of Professional Surveyors and Mappers ("Board"), incorporating the Stipulated Facts and Stipulated Disposition in this matter.

STIPULATED FACTS

1. Petitioner is the state agency charged with regulating licensed professional surveyors and mappers in the state of Florida pursuant to Chapter 472, Florida Statutes.

1. For all times pertinent hereto, Respondent was issued a certificate of authorization by the board, LB8507. Respondent's address of record is 700 W Hillsboro Blvd., Ste 2-102, Deerfield Beach, Florida 33441.

2. On or about May 5, 2025, in Department Case No. 2407-20818, Petitioner issued an Administrative Complaint against Respondent alleging that Respondent violated Chapter 472,

EXHIBIT "B"

Florida Statutes, and/or other applicable statutes, and/or the rules enacted pursuant thereto. A true and correct copy of the Administrative Complaint is attached hereto.

3. For the purposes of these proceedings, Respondent admits the allegations of fact contained in the Administrative Complaint.

STIPULATED CONCLUSIONS OF LAW

4. Respondent admits that it is subject to the provisions of Chapter 472, Florida Statutes, and the jurisdiction of the Department and the Board.

5. Respondent admits the facts alleged in the Administrative Complaint, if proven, would constitute violations of Chapter 472, Florida Statutes.

6. Respondent agrees that this Settlement Stipulation is a fair, appropriate and acceptable disposition of this case.

7. Respondent agrees the Board's acceptance of this Settlement Stipulation constitutes disciplinary action within the meaning of Sections 472.033 and 472.0351, Florida Statutes.

STIPULATED DISPOSITION

8. **REPRIMAND:** The Board shall issue a Reprimand against Respondent's license.

9. **FINE:** The Board shall impose an administrative fine of **Three Thousand Seven Hundred Fifty Dollars and Zero Cents ($3,750.00)** against Respondent's license which Respondent shall pay to Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Attention: Executive Director, 2005 Apalachee Parkway, Tallahassee, Florida 32399-6500, **within ninety (90) days of the entry of the Final Order** accepting this Settlement Stipulation. **All fines shall be paid by cashier's check or money order.** Respondent's failure to pay the fine by the time due shall result in the immediate suspension of

Respondent's license and the matter shall be referred to the Department for further prosecution and additional discipline.

10. **COSTS:** Pursuant to Rule 5J-17.06, Florida Administrative Code, Respondent agrees to pay the Department for the Department's costs incurred in the investigation and prosecution of this case. Respondent agrees that the amount of the Department costs to be paid in this case is **One Thousand Thirty-One Dollars and Two Cents ($1,031.02).** Respondent shall pay such administrative costs to: Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Attention: Executive Director, 2005 Apalachee Parkway, Tallahassee, Florida 32399-6500, **within ninety (90) days of the entry of the Final Order** accepting this Settlement Stipulation. **All costs shall be paid by cashier's check or money order.** Respondent's failure to pay the costs by the time due shall result in the immediate suspension of Respondent's license and the matter shall be referred to the Department for further prosecution and additional discipline.

STANDARD PROVISIONS

11. From the date of entering this Settlement Stipulation, Respondent shall not violate Chapter 472, Florida Statutes, or the administrative rules promulgated pursuant thereto.

12. Respondent understands a violation of any term of this Settlement Stipulation shall constitute a violation of a Final Order of the Board, for which disciplinary action may be initiated pursuant to Chapter 472, Florida Statutes.

13. It is expressly understood that this Settlement Stipulation is subject to the approval of the Board and the Department and has no force and effect until the Board enters a Final Order incorporating the terms of this agreement.

14. Respondent executes this Settlement Stipulation to avoid further administrative action in the instant case and avoid incurring expenses associated with further litigation with respect to this case. In this regard, Respondent authorizes the Board to review and examine all investigative file materials concerning Respondent prior to or in conjunction with consideration of the Settlement stipulation. If this Settlement Stipulation is not approved by the Board, then neither party may use this Settlement Stipulation against the other and this Settlement Stipulation shall be deemed null and void. Furthermore, should this Settlement Stipulation not be accepted by the Board, it is agreed that presentation to and consideration of this Settlement Stipulation and other documents and matters by the Board shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration or resolution of these proceedings.

15. Respondent understands that this Settlement Stipulation, and the subsequent Final Order incorporating the same, will not in any way preclude additional proceedings by the Board and/or Department against the Respondent for acts or omissions not specifically set forth in the Administrative Complaint (Attached as Exhibit A).

16. Upon the Board's adoption of this Settlement Stipulation, Respondent waives all further procedural steps, and waives all rights to seek judicial review of or to otherwise challenge or contest the validity of the Settlement Stipulation and the Final Order of the Board incorporating the terms of the Settlement Stipulation.

17. Respondent waives the right to seek any attorney's fees or costs from the Board or Department in connection with this disciplinary proceeding or any appeal thereafter.

18. Respondent enters into this Settlement Stipulation freely and voluntarily. Respondent acknowledges that no promises were made to the Respondent regarding the

disposition of this case or any other case that may be pending now or in the future before this Board, except the terms of this Settlement Stipulation.

19. Respondent understands the Final Order entered in this case may be used in future cases to seek enhanced penalties if Respondent commits a violation after the filing date of this Settlement Stipulation and Final Order.

20. Venue for any action arising out of this Settlement Stipulation and Final Order shall be in Leon County, Florida.

21. This Settlement Stipulation constitutes the entire agreement between the Department and Respondent, including anyone acting for, associated with, or employed by either party, concerning only those matters specified above and supersedes any prior discussions, agreements, or understandings. No modification or waiver of any provision is valid unless the parties complete and properly execute a written amendment to the Settlement Stipulation.

22. This Settlement Stipulation is and shall be deemed jointly drafted and written by all parties to it and shall not be construed or interpreted against any party.

23. To the extent any portion of this Settlement Stipulation is prohibited by law for any reason, such prohibition shall not affect any other provision of this Settlement Stipulation.

WHEREFORE, the parties hereto request the Board of Professional Surveyors and Mappers to enter a Final Order accepting and implementing the terms contained herein.

[*SIGNATURE PAGE TO FOLLOW*]

SIGNED this 22 day of May, 2025.

Daniel Snyder

Authorized Representative for
Landtec Surveying and Lien, LLC
LB8507

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME personally appeared Daniel Snyder, whose identity is known to me or who produced _____ (type of identification) and who, under oath, acknowledges that his/her signature appears above.

SWORN TO and subscribed before me this 22 day of May, 2025.

NOTARY PUBLIC
My Commission Expires: 4-24-2027

Notary Public State of Florida
Robyn Lynn Albracht
My Commission HH 390147
Expires 4/24/2027

APPROVED this 31st day of July, 2025.

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Ana M. Gargollo-McDonald
Senior Attorney
Florida Bar No.: 85907
Office of General Counsel
407 S. Calhoun St., Ste. 520
Tallahassee, FL 32399-0800
Tel: (850) 245-1000
Fax: (850) 245-1001
Email: ana.gargollo-mcdonald@fdacs.gov

EXHIBIT C

CONDOMINIUM
PLAT BOOK 17 PAGE 104

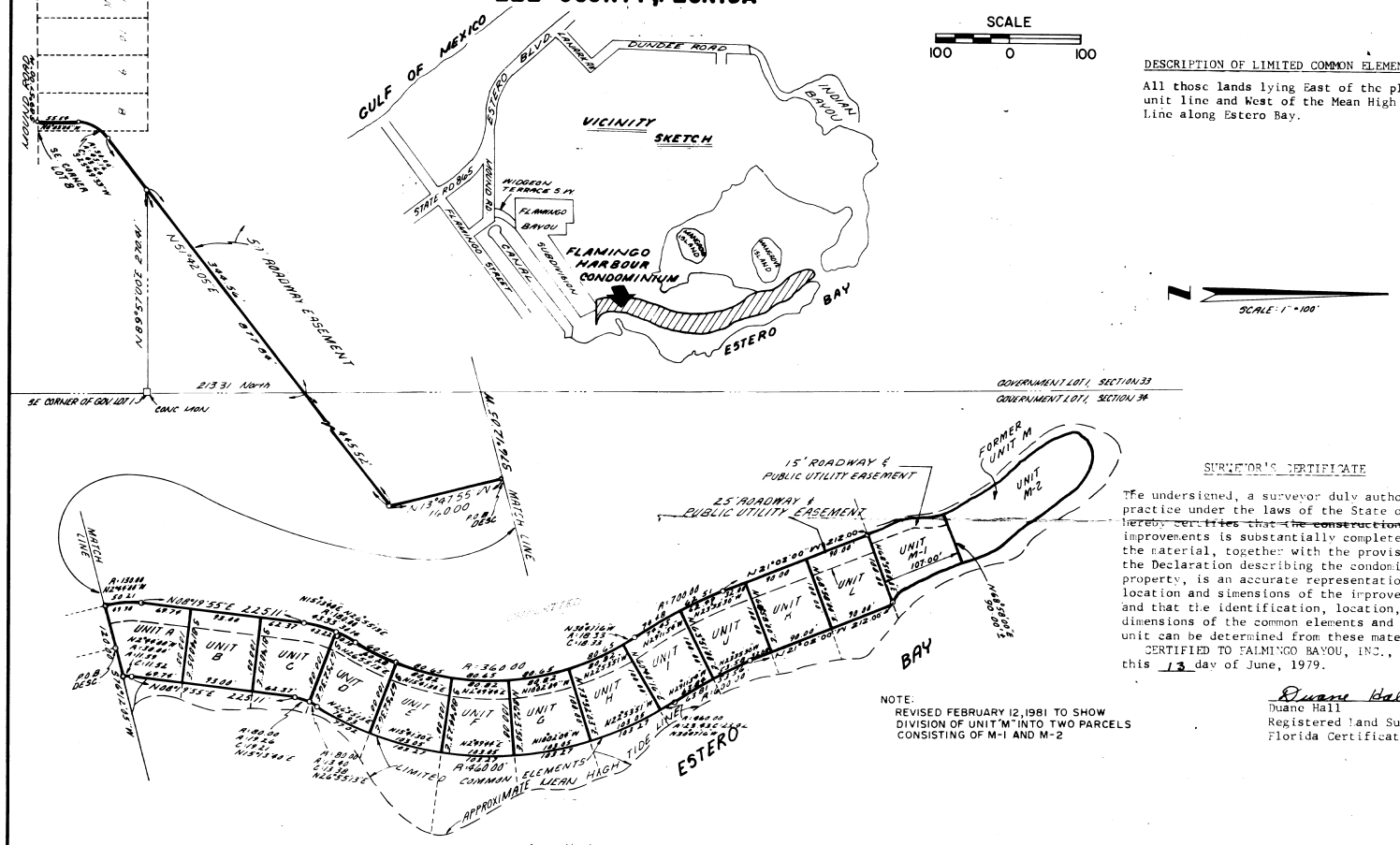
AMENDMENT NO. 1

FLAMINGO HARBOUR CONDOMINIUM

A PART OF FLAMINGO HARBOUR

IN GOV. LOT 1, SEC. 34, T 46 S, R 24 E

LEE COUNTY, FLORIDA



DESCRIPTION OF LIMITED COMMON ELEMENTS

All those lands lying East of the platted unit line and West of the Mean High Tide Line along Estero Bay.

SURVEYOR'S CERTIFICATE

The undersigned, a surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

CERTIFIED TO FALMINGO BAYOU, INC., dated this 13 day of June, 1979.

Duane Hall
Registered Land Surveyor
Florida Certificate #1415

NOTE:
REVISED FEBRUARY 12, 1981 TO SHOW DIVISION OF UNIT "M" INTO TWO PARCELS CONSISTING OF M-1 AND M-2

DESCRIPTION: A tract of land lying in Government Lot 1, Section 34, Township 46 South, Range 24 East, Estero Island, Florida, which tract is described as follows: From the southeast corner of Lot 8, Block H., Unit 2, McThie Park, according to the plat recorded in Plat Book 8 at page 59 of the public records of Lee County, Florida, run westerly along the south line of said Lot 8 for 10 feet; thence run northerly perpendicular to said south line and along the east line of a roadway easement 50 feet wide for 55.54 feet to a point of curvature; thence run northeasterly along the southeasterly line of said roadway easement along the arc of a curve to the right with a radius of 50 feet (said curve having a central angle of 51°45'05") for 45.16 feet to a point of tangency; thence run N 51°42'05" E along said southeasterly line of said roadway easement along a line 295 feet (as measured on a perpendicular) northwesterly of and parallel with the northwesterly line of Block C of Flamingo Park (now the centerline of Flamingo Street) as shown on the plat recorded in Plat Book 9 at page 66 of said public records for 877.84 feet; thence run N 13°47'55" W along the northeasterly line of said roadway easement for 160 feet to the point of beginning of the lands hereinafter described. From said point of beginning run S 76°12'05" W for 60 feet; thence run northwesterly, northerly and northeasterly along the westerly line of a roadway easement 25 feet wide along the arc of a curve to the right having a radius of 130 feet (chord bearing N 2°44'00" E - chord distance 49.96 feet) for 50.21 feet to a point of tangency; thence run N 8°19'55" E along said westerly line of said roadway easement for 225.11 feet to a point of curvature; thence run northeasterly along said westerly line of said roadway easement along the arc of a curve to the right having a radius of 180.00 feet (chord bearing N 20°01'28" E - chord distance 72.96 feet) for 73.47 feet to a point of reverse curvature; thence run northeasterly, northerly and northwesterly along said westerly line of said roadway easement along the arc of a curve to the left having a radius of 360.00 feet (chord bearing N 0°15'53" E - chord distance 381.45 feet) for 411.89 feet to a point of reverse curvature; thence run northwesterly along the arc of a curve to the right having a radius of 700.00 feet (chord bearing N 76°28'24" W - chord distance 136.78 feet) for 137.00 feet to a point of tangency; thence run N 21°02'00" W along said westerly line of said roadway easement for 212.00 feet; thence run S 0°68'58" for 10 feet more or less to the waters of Flamingo Harbor; thence run northwesterly, northerly and northeasterly along said waters to the waters of Estero Bay; thence run in a southerly direction along said waters to an intersection with a line bearing N 76°12'05" E passing through the point of beginning; thence run S 76°12'05" W along said line to the point of beginning. TOGETHER WITH the hereinabove described roadway easement 50 feet wide extending from Round Road to the southerly line of the hereinabove described parcel.

DUANE HALL & ASSOCIATES, INC.
CIVIL ENGINEERS — LAND SURVEYORS — LAND PLANNERS
PO BOX 6790 FORT MYERS FLORIDA 33901

Date 4-2-79 Dwn by L.O. Chk'd by
Proj. No 793765 File No

This instrument was prepared by:
Daniel Snyder
Landtec Surveying and Lien
700 W Hillsboro Boulevard, Suite 2-102
Deerfield Beach, FL 33441

AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Pablo Alvarez ("Affiant"), who depose(s) and says under penalties of perjury that:

1. This affidavit is made regarding 21391 Widgeon Terrace, Fort Myers Beach, FL 33931.
2. Affiant is a licensed professional land surveyor in the State of Florida, License No. 7274.
3. That the Boundary Survey under Job Number 179798-SW, is an accurate and reliable survey.
4. That the **Landtec Surveying and Lien, LLC team verified the precise locations of all property corners and boundary markers on multiple occasions** to ensure complete accuracy and consistency of the survey results.
5. That any **Florida Department of Agriculture and Consumer Services (FDACS)** findings previously associated with this survey pertained **only to procedural or technical matters**, all of which were **fully corrected and remedied** in accordance with regulatory requirements.
6. That at no time was the Boundary Survey of 21391 Widgeon Terrace, Fort Myers, Florida, **ruled fraudulent**, nor has there been any finding or determination by any authority to that effect.
7. That this affidavit is made for the purpose of affirming the professional integrity, validity, and reliability of the Boundary Survey prepared by Pablo Alvarez of Landtec Surveying and Lien, LLC, and may be relied upon by interested parties, including but not limited to title companies, lenders, governmental entities, and property owners.

(Affiant)

Print Name: PABLO A ALVAREZ

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Sworn to, affirmed, and subscribed before me this 24th day of October, 2025, by Pablo Alvarez who is personally known to me or who has produced _____ as identification.

Notary Signature: _____

Print Name: Nicole DaCosta

Notary Public, State of Florida

My Commission Expires: 10/18/2027

NOTARY SEAL

Notary Public State of Florida
Nicole M. DaCosta
My Commission HH 473986
Expires 12/18/2027

TOWN COUNCIL
TOWN OF FT. MYERS BEACH, FLORIDA

Administrative Appeal Re:
Building Permit # 242333 / #234477 (21391 Widgeon Terrace)

REPLY TO APPELLANTS' RESPONSE IN OPPOSITION TO OWNER'S MOTION TO DISMISS ADMINISTRATIVE APPEAL – BUILDING PERMIT # 242333 / #2434477 (21391 WIDGEON TERRACE)

Todd R. Plaisted, as Trustee for the Todd R. Plaisted Trust ("Owner"), as the owner of the building/structure existing on the real property located at 21391 Widgeon Terrace, Fort Myers Beach, Florida (the "Subject Property") and applicant/recipient for/of building permits #242333/#234477 , by and through the undersigned counsel, replies in opposition to Appellants' Response in Opposition, specifically as to the applicable appellate standard, and states as follows:

The purported appellants, HIMMELSTEIN ASSOCIATES, LLC, ROBERT HIMMELSTEIN, and STEPHANIE HIMMELSTEIN (the "Appellants"), misstate the law on administrative remedies and misstate the Town's code of ordinances in an attempt to avoid their lack of standing.

This appeal is styled as an appeal of a building permit issued by the Town's Building Official pursuant to the Town's building regulations and the Florida Building Code. It is not an appeal of a planning, zoning, or other land use decision.

The points ignored by Appellants are (1) the requirement to exhaust administrative remedies does not require the Town to have administrative remedies. *Winter Springs Dev. Corp. v. Fla. Power Corp.,* 402 So. 2d 1225, 1228 (Fla. 5th DCA 1981) (requiring exhaustion of administrative remedies only when they are present) and (2) the Town does not have a right of appeal for neighbors for building permits—the Town's building

regulations and the Town's zoning and land use regulations are not one and the same. *See*, *e.g.* Section 553.73(13), Fla. Stat. ("The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements, and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair, or demolition of public or private buildings, structures, or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code").

1. **There are no requirements for the Town to create a remedy for Appellants—Appellants do not have a right to an administrative appeal.**

Appellants misconstrue the law by suggesting that Section 34-86, LDC, must govern because it covers appeals not provided for elsewhere and thus, because Appellant concedes it is not a proper party and thus has no standing under the proper section, Section 6-80, LDC, they must be able to appeal a building permit under Section 34-86, LDC. This does not follow. It relies upon the assumption that the Town must provide administrative remedies for all property owners, which it does not, *Winter Springs Dev. Corp.,* 402 So. 2d at 1228.

There is no requirement for a town to have an administrative remedy in its building codes for strangers to a building permit application, i.e. persons other than a building permit applicant.

If the Town wanted to create a right for neighbors to appeal building permits, it could have done so. It did not. To deny Owner's Motion to Dismiss would create a Town-wide precedent permitting neighboring property owners to administratively appeal building

permits where no such appellate rights presently exist within the Town's Code. Indeed this appeal, if allowed to proceed, has ramifications that go well beyond this dispute between neighbors.

2. The Florida Building Code is distinct from zoning and its appellate procedure controls—Appellant's do not have a right to an administrative appeal.

The plain language of Section 6-80, LDC, is the only applicable code section regarding appeals of decisions by the Town's Building Official pursuant to the Town's building regulations and the Florida Building Code, and it does not authorize Appellants to file this appeal. There is no ambiguity, no vagueness, there is no basis to engage in creative interpretations.

First, by its plain language, Section 34-86, LDC, does not apply to an administrative action for which "[a]ny ordinance or other regulation or provision in this code which provides a different appellate procedure." Second, Section 34-86, LDC, applies to "this code", which is not the Town's building regulations and the Florida Building Code.

Section 6-80, LDC, provides an appellate procedure regarding the application of the Town's building regulations and the Florida Building Code by the Town's Building Official. Unlike other sections outside the zoning code that explicitly reference section 34-86, LDC, as the appellate procedure (e.g. Section 2-314 regarding impact fees, Section 2-52 regarding certain concurrency, and Section 22-41 regarding historic preservation), section 6-80, LDC, does no such thing.

There are many local government decisions that are not appealable to just anyone, even neighbors. For example, code enforcement actions do not provide appellate rights to neighbors, and yet there is an appellate process for the cited, affected property owner.

See § 162.11, Fla. Stat.; *see also Chapman v. Town of Redington Beach,* 282 So. 3d 979, 981 (Fla. 2d DCA 2019).

Additionally, building regulations are distinct from zoning, and land use regulations. Section 34-86, LDC, is located within Chapter 34: "Zoning Districts, Design Standards, and Nonconformities", the Town's zoning regulations. Chapter 34 is a chapter in the Town's Land Development Code. Importantly, Chapter 2 of the Town's Land Development Code is titled "Administration". There is no appellate section inside of Chapter 2. For this reason, impact fees, historic preservation, and concurrency (which are all within the Land Development Code, but not within Chapter 34) specifically reference Section 34-86, LDC, as the appellate section. Other regulations, within the Land Development Code, such as the floodplain regulations within Chapter 6, do not. Section 6-472 provides a unique appellate procedure for floodplain regulations. Reading this code structure *in pari materia*, it is clear Section 34-86 applies to zoning decisions and other administrative decisions that explicitly refer to it. It does not apply to appeals of matters involving building regulations.

Section 6-80, LDC, clearly applies as the exclusive remedy by the virtue of the fact that this is an appeal of a building permit.

As a final note, the Appellants suggest Owner's position would render Section 34-86, LDC, meaningless. Appellant makes this argument by ignoring the breadth of Section 34-86, LDC. This section applies to decisions other than building permits (e.g. as cited above, to impact fees, certain concurrency, and to historic preservation). The fact, by its plain terms, that Section 34-86, LDC, does not apply to building permit appeals is far from

rendering this section meaningless. It also does not apply to code enforcement appeals, but, again, it still has meaning.

3. Conclusion.

The simple conclusion here is: not all Town administrative remedies are available to all property owners in the Town. The Town has a set administrative process to appeal decisions by the Building Official and Appellants acknowledge they do not have standing to bring that appeal.

Establishing parties to an appeal is a policy decision by the Town and is not subject to the case law of exhaustion of administrative remedies, nor does it implicate the interpretive laws regarding absurdity and meaninglessness. Denying the Motion to Dismiss is a departure from the plain text of the LDC and the creation of an unfounded administrative remedy that would apply Town wide.

The Town should, pursuant to its LDC, dismiss this Appeal.

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that, on this 24TH day of July 2026, a true and correct copy of the foregoing has been filed with the Town Clerk, Amy Baker at Amy@fmbgov.com, and served by email to the Town's attorney, Nancy Stuparich, at nstuparich@voselaw.com, and counsel for Appellants Robert Hartsel and Shai Ozery at robert@hartsell-law.com and shai@hartsell-law.com.

WOODWARD, PIRES & LOMBARDO, P.A.
3200 Tamiami Trail N., Ste. 200
Naples, FL 34103
Phone: (239) 649-6555 Fax: (239) 649-7342

By /s/ Zachary W. Lombardo
Zachary W. Lombardo, Esq.
Florida Bar No. 117530
zlombardo@wpl-legal.com
service@wpl-legal.com
kchylinski@wpl-legal.com
Anthony P. Pires, Jr., Esq.
Florida Bar No. 203671

apires@wpl-legal.com
lgregg@wpl-legal.com
Counsel for Owner

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-614**

1. **Request:**

Meeting Date: August 3, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN ATTORNEY TO REQUEST AUTHORIZATION TO FILE A FORECLOSURE ACTION FROM THE TOWN OF FORT MYERS BEACH SPECIAL MAGISTRATE REGARDING A CODE ENFORCEMENT LIEN RECORDED ON SEPTEMBER 15, 2025 IN CODE ENFORCEMENT CASE NO. 20240994 IN THE AMOUNT OF $16,500.00 (THE "LIEN") RELATED TO PROPERTY LOCATED AT 2815 ESTERO BLVD AND OWNED BY HIMMELSTEIN ASSOCIATES, LLC FOR VIOLATION OF THE TOWN'S FLOOD REGULATIONS BY KEEPING A NONCOMPLIANT STRUCTURE/SHIPPING CONTAINER ON THE PROPERTY; AUTHORIZING THE TOWN ATTORNEY TO FILE A FORECLOSURE ACTION REGARDING THE LIEN IN THE 20TH JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Direct the Town Attorney to pursue foreclosure actions on Code Enforcement Case #20240994 in the amount of $16,500.00 for a lien file for over 90 days.

What the action accomplishes:

Allows the Town Attorney to collect fines and costs owed to the Town in the amount of $16,500.00

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

Michael Hauserman, Code Compliance Manager

---

5. **Background:**

A Special Magistrate Order Imposing and Certifying a Code Enforcement Lien in the amount of $16,500.00 was recorded on September 15, 2025 as Instrument No. 2025000247313 in the Official Records of Lee County, Florida. The lien remains unpaid. Authorization is requested to initiate foreclosure proceedings following authorization from the Special Magistrate. The lien is on property owned by Himmelstein Associates, LLC and is related to a violation of the Town's flood regulations for the storing of non-compliant structures/shipping containers on the property. Section 162.09, Florida Statutes and Section 2-427 of the Town's Land Development Code permits collection of an unpaid code enforcement lien by foreclosure.

Attachments:

1. Res 26-157 Authorization to Foreclose Code Lien 2815 Estero Blvd
2. Code Enforcement Lien - 2815 Estero Blvd
3. Town Council - June 1, 2026_Minutes_DRAFT

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Approve request.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 7/13/2026
Michael Hauserman, Code Compliance Manager	Approved - 7/15/2026
Philip Rizzo, Emergency Services Director	Approved - 7/15/2026
nancy stuparich, Town Attorney	Approved - 7/16/2026
Amy Baker, Town Clerk	Approved - 7/17/2026
William McKannay, Town Manager	Final Approval - 7/17/2026

RESOLUTION NUMBER 26-157

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN ATTORNEY TO REQUEST AUTHORIZATION TO FILE A FORECLOSURE ACTION FROM THE TOWN OF FORT MYERS BEACH SPECIAL MAGISTRATE REGARDING A CODE ENFORCEMENT LIEN RECORDED ON SEPTEMBER 15, 2025 IN CODE ENFORCEMENT CASE NO. 20240994 IN THE AMOUNT OF $16,500.00 (THE "LIEN") RELATED TO PROPERTY LOCATED AT 2815 ESTERO BLVD AND OWNED BY HIMMELSTEIN ASSOCIATES, LLC FOR VIOLATION OF THE TOWN'S FLOOD REGULATIONS BY KEEPING A NONCOMPLIANT STRUCTURE/SHIPPING CONTAINER ON THE PROPERTY; AUTHORIZING THE TOWN ATTORNEY TO FILE A FORECLOSURE ACTION REGARDING THE LIEN IN THE 20TH JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on September 15, 2025, the Town recorded a code enforcement lien entered by the Town of Fort Myers Beach's Special Magistrate John G Van Laningham on September 2, 2025 in the public records of Lee County, Florida as Instrument No. 202500024731("the Lien"); and

WHEREAS, Section 162.09(3), Florida Statutes authorizes a local government attorney to seek permission from a special magistrate, who may be serving as a code enforcement board, to foreclose a code enforcement lien that has been recorded in the public records for 3 months and remains unpaid; and

WHEREAS, Section 2-429 of the Land Development Code also sets forth a 3 month waiting period prior to the filing of a foreclosure action to encourage payment of outstanding liens due and payable without the need for litigation; and

WHEREAS, more than 3 months have passed since the recording of the Lien and according to the Town's financial records, the Lien remains unpaid; and

WHEREAS, the Town Council finds and determines that it is in the best interest of the Town and its citizens to authorize the Town Attorney to request authorization to foreclose the Lien

from the Special Magistrate, and thereafter file a foreclosure suit in the 20th Judicial Circuit in and for Lee County, Florida.

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

Section 1. That above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein.

Section 2. That the Town Council hereby authorizes and instructs the Town Attorney to 1) seek authorization from the Special Magistrate to foreclose the Lien; and 2) file a lawsuit in the 20th Judicial Circuit, in and for Lee County, Florida to foreclose the Lien.

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

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

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

ADOPTED this 3rd day of August, 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 _____.

Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
INSTR# 2025000247313, DocType LI, Pages 5, Recorded 9/15/2025 at 11:47 AM, DeputyClerk NFERGUSON
Rec Fees: $44.00 ERECORD

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: Amy Baker
Town Clerk and Clerk to Special Magistrate

Dated: Sept. 15, 2025

Fort Myers Beach Town Council

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

Minutes **Monday, June 1, 2026** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

Members Present: Mayor Dan Allers, Vice Mayor Scott Safford, Council Members John King, Rebecca Link, and John McLean.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Council Member King moved to approve the final agenda as presented, seconded by Council Member McLean.
The motion carried unanimously.

V. PUBLIC COMMENT

None

VI. PRESENTATION

A. 2025 Consumer Confidence Report (Water)

2025 Consumer Confidence Report (Water)

Utilities Compliance Coordinator, Vanessa Kraft, presented the 2025 Consumer Confidence Report. She explained the water source and treatment process. She provided a general overview and background of the report. Ms. Kraft listed the potential contaminants that may be present in source water and reported the test results, which included radioactive and inorganic contaminants, stage 1 and stage 2 disinfectants and disinfection by-products, and lead and copper. There was a request for more recent results for radioactive contaminants. Ms. Kraft stated that the town may have been eligible for a waiver for six years, which would mean that the next test would be conducted sometime later in 2026. Council Member King commended the Utilities Compliance Coordinator on her work and asked if residents' homes were used for copper and lead testing. Ms. Kraft replied that the data was

DRAFT

collected from the Mound House and a house that was built in or before 1969. Lead solder was not banned at that time. She confirmed that all sampling was done inside the house and that the results do not represent the distribution as a whole. She explained the Unregulated Contaminant Monitoring Rule (UCMR 4). She then presented additional health information on lead and other water contaminants.

Council Member McLean expressed his appreciation for the information provided today, stating that the explanation of the presence of lead in older homes was particularly helpful in alleviating concerns about water contamination. Council Member Link and Vice Mayor Safford confirmed that fluoride is no longer an issue for the town and has been removed from the water. Ms. Kraft added that this was removed in 2025 and that the latest results should reflect that change. Council Member King and Mayor Allers thanked the Utilities Compliance Coordinator for her presentation.

VII. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member King recognized Dawn and Mike Miller and their investment in the island.

Vice Mayor Safford congratulated the Millers on the JobuFest. He thanked them for all their contributions to the community.

Council Member Link acknowledged the town staff, Turtle Time volunteers, contractors, and residents who continue to work together as the island balances its restoration and environmental protection. While timing is not always perfect, and there are still concerns to be addressed, she wished to express her appreciation for their work and collaboration.

Council Member McLean thanked the Millers for their contributions. He is looking forward to the fireworks event and noted that he had a great experience at JobuFest.

Mayor Allers echoed previous remarks on Dawn and Mike Miller and JobuFest. He also thanked Representative Botana, Tom and Mari Torgerson, Brian and Dawn Thomas, and TPI Group for hosting a legislative information session on the property tax reform. He recognized Representative Botana and his support and work for the community.

A. Proclamation: Code Enforcement Officers' Week

Mayor Allers read the proclamation recognizing June 1-June 7, 2026, as Code Enforcement Officers' Week. Town Attorney Stuparich commended these staff members on their dedication and recognized the phenomenal improvements that have occurred due to their work. Town Manager McKannay also expressed his appreciation and emphasized their role in public safety. He noted that their work is far more than just enforcing the town's code. He acknowledged the benefits that these staff members bring to the town.

Code Enforcement Manager, Michael Hauserman, thanked the Town Council for recognizing their work. He also acknowledged his staff and the management team. He stated that they go above and beyond every day to protect the town's residents and visitors and to maintain the safety of the community. He

thanked the Council again for their appreciation and this proclamation.

VIII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

IX. APPROVAL OF MINUTES

None

X. CONSENT AGENDA

Council Member King moved to approve the consent agenda, seconded by Council Member Link.
The motion carried unanimously.

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.

Council Member King moved to approve the resolution, seconded by Council Member Link.
The motion carried unanimously.

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.

Council Member King moved to approve the resolution, seconded by Council Member Link.
The motion carried unanimously.

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

DRAFT

CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

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

The motion carried unanimously.

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.

Mayor Allers read the title of the resolution. Town Attorney Stuparich provided a procedural overview of quasi-judicial proceedings and confirmed with Town Clerk Baker that the item was properly noticed. She then asked members of the Town Council for any conflicts of interest that would preclude them from voting. Vice Mayor Safford disclosed that he has a conflict and noted that he filled out Form 8B. He stated that he manages the rental properties at 1165 Estero Boulevard and that the decision would affect his business in one form or another. He intends to recuse himself from this vote. No other disclosures were made. Town Clerk Baker swore in all those who wished to testify. Town Attorney Stuparich asked for disclosures for any ex parte communications. Council Member Link pointed to a potential discrepancy for the property addresses on Google Maps. Senior Planner Jason Smalley provided that the data was from the Lee County Property Appraiser's Office. He said that the properties on 1161 and 1165 Estero Boulevard should be associated with the corner lot. Mayor Allers disclosed that he had a brief conversation with Mr. Richard, who had let him know that this variance request is based on a concern for public safety. No other disclosures were made. Mayor Allers noted that Senior Planner Jason Smalley has already been qualified as an expert in the field of land use planning and development in Fort Myers Beach, based on his education and expertise. He also confirmed that Ms. Stewart is a qualified expert.

Senior Planner Jason Smalley provided a summary of the request as outlined in the blue sheet. He reported that the Local Planning Agency had voted unanimously to recommend denial. He also mentioned the concerns about vehicle back-up on Estero Boulevard, which were expressed during discussions at that Local Planning Agency meeting. He presented staff's recommendation for denial, based on the fact that the property is able to work with what currently exists. Council Member McLean inquired about any substantial changes in the application between the Local Planning Agency meeting and its current presentation at Council. Mr. Smalley responded that he had not seen any additional applications and is not aware of any modifications. He would like to defer to the applicant to confirm. Council Member King asked for additional information on the safety concerns. Mr. Smalley provided that, if this property is redeveloped, staff will push for a redesign of the parking spaces. This would eliminate the need for vehicles to directly back out onto Estero Boulevard. He asserted that he is not aware of any incidents that have been caused by this current layout but expressed his personal observations of lack of visibility and heavy traffic. It is the staff's belief that the current design is working and that they cannot determine whether this request is the minimum necessary to relieve the applicant of an unreasonable burden. He defers to the applicant for additional context on any issues with running the business. Mayor Allers confirmed with the Senior Planner that the current safety concern does not outweigh the requirements outlined in the town's Land Development Code.

Kara Stewart, on behalf of the applicant, provided the historical background of the use and the construction of and around the property in question. She stated that, due to the lack of parking, the applicant had to obtain a joint use parking agreement with another parking lot that he owned. She asserts that this created encumbrances for both properties. She apologized for her inability to attend the Local Planning Agency meeting and believed that she would have been able to resolve some questions that may have come up during discussions. She provided that the property will now be in the Time Square District in the town's comprehensive plan. She summarized the policies that are under this document. Responding to Mayor Allers' request for clarification, she noted that the Land Development Code still applies and delineates the multiplier. The lower area of the property had a contractor's office. She stated that this business did not operate well at this location. She emphasized the difficulty of parking and remarked that the area would better support a retail or restaurant business. Ms. Stewart commented that removing the parking requirement would enable the applicant to have an outdoor display or outside seating. It would also eliminate the need to provide an accessible parking space. The parking location under the current agreement has its own ADA requirements. Ms. Stewart noted the changes to the intersection in question, which began as one defined cross-hatch walkway. There are now three defined walkways and a traffic light. The applicant currently predicts retail or restaurant use, and there currently are no tenants in the upper area. She commented that there is sufficient overnight

and limited-hours parking in the nearby area. Mayor Allers asked why the adjacent parking lot did not offer overnight parking. Ms. Stewart responded that there had been some public concerns about headlights shining across the canal. She quoted a tenant's online review and stressed that there is no need for a vehicle when staying at this location. She said that the applicant is able to, by right, have outdoor seating and retail. She explained that alcohol service would require a special exception, which would be decided by the Town Council. Mayor Allers inquired about the current directions provided to property guests who wish to park. Town Attorney Stuparich noted that members with conflicts of interest would be able to speak. Vice Mayor Safford stated that the guests were directed to an alternative parking location and that he does not allow his cleaning staff to park at the property, due to traffic safety concerns. Ms. Stewart concluded her remarks by referring members of Town Council to the adaptive reuse policy in the comprehensive plan. She likened the current request to the incentives mentioned in the document.

Council Member McLean inquired about shifting parking spaces to the additional lots. Ms. Stewart responded that this would create an encumbrance for both properties. She asserted that no other parking lots have these burdens. She summarized the applicant's intentions to use the front area of the property and be more compliant with the comprehensive plan. She emphasized that there would not be an expansion to the building. Council Member McLean requested additional information on future uses for the property. Ms. Stewart noted that a retail business would be able to have an outdoor display. A restaurant would need to come before the Town Council to be able to serve alcohol on the property. The property does not currently have a tenant, but she provided these predictions based on the feedback that she has received. Mayor Allers asked if the applicant would approve of a condition brought forward that would prevent any changes to the footprint of the building. Ms. Stewart confirmed that there will be no changes to the structure. Council Member Link verified that the applicant also owned the parking lot on Crescent Street. There was a follow-up question on how the elimination of the agreement would impact overnight parking. Ms. Stewart responded that there were multiple opportunities that would still exist on Old San Carlos. Council Member Link commented that such options would require renters to pay additional fees. Responding to an inquiry about the front parking space, Mr. Richard stated that this area was reserved for the downstairs tenant. The residents are not allowed to park in that space.

Council Member King asked the applicant if there were any concerns with the conditions presented by the staff or posed by the Mayor. Ms. Stewart noted that there were no issues with the elimination of on-site parking with backing movements. She believed that the enhanced landscaping in the third condition may not be entirely applicable. Senior Planner Jason Smalley explained that this would provide a visual delineation for a pedestrian-oriented area. The current language is meant to be a starting point for discussion, and staff encouraged the Town Council to create additional

guardrails as needed. Council Member King brought up a possible concern: drivers may see the open spot and park in that space. Ms. Stewart answered that the applicant would be willing to create a buffer and to encourage pedestrian use. She sought additional clarification on the staff's fifth condition. She suggested that the language be amended to reflect the uses allowed in the downtown district within the comprehensive plan zoning.

Council Member Link voiced her stance against removal of parking. She also expressed concerns about alcohol service in an area with heavy traffic and activity. She noted the potential benefit of parking for certain types of restaurants. Ms. Stewart emphasized that alcohol service would need to be presented before the Council as a separate request. Mayor Allers asked if the applicant would be willing to open parking spots in his other location for restaurant guests, should this type of business open on the property. Ms.

Stewart responded affirmatively and acknowledged the uncertainty due to the lack of a current tenant. Mr. Smalley asked Town Attorney Stuparich if limited uses can be legally set in the conditions for approval. She responded that the condition would apply to the variance, which would no longer be applicable if there is a deviation. Mayor Allers recommended that the condition refer to the existing uses within the zoning district. Mr. Smalley expressed his agreement. He explained that intensity can refer to the building and to the use. Council Member McLean asked Town Attorney Stuparich if Council could make determinations to better align with the newly adopted comprehensive plan.

She answered that the Council may do so. A variance would be in the form of a development order. This would need to be consistent with the comprehensive plan. Council Member McLean voiced his concerns about safety in the area and the potential encumbrances created by the staff's third and fifth conditions. He suggested that the condition simply refer to the uses permitted in the Times Square District under the comprehensive plan. Mr.

Smalley reminded members that the fifth condition would need to be reworded. It is of his understanding that there are two forms of intensity provided. He suggested that the Town Council use more specific language for the condition on delineation of space. The site visibility triangle would also need to be addressed. Town Attorney Stuparich agreed with this recommendation. She offered an option to include examples within the condition to set an expectation. Town Manager McKannay acknowledged the public safety issue. Should a restaurant open at this property, he does not believes that there would any concerns that would be different from those already existing in the area. Ms. Stewart offered that a vertical delineation be installed that would comply with the site visibility triangle.

No public comment.

Council Member King viewed this request as a public safety issue. He acknowledged the concerns related to backing out onto Estero Boulevard. Council Member Link asked Senior Planner Smalley if he had any additional recommendations that would make him more comfortable to move forward, should this item be approved. The Senior Planner voiced his concern about ADA access between parking and the property. He noted that staff is flexible

with landscaping, so long as proposals be limited to two feet in height. This would allow for clear vision in the site visibility triangle. Council Member McLean stated that the Council should embrace the changes made in the comprehensive plan. He provided that there were no increases in use, density, or intensity. He does not have issues with the owner or company instructing individuals to use alternative parking or modes of transport. He voiced his support of removal of the parking requirements and pointed to the intent to increase walkability in the Times Square District. He suggested that the third condition be modified to read, "a physical barrier to block off the parking, no more than 24 inches high." He proposed to either remove the fifth condition or amend it to reflect all uses within the Times Square District.

Mayor Allers expressed agreement to some of Council Member McLean's remarks. He mentioned the safety concerns related to exiting the parking area. He believed that it would be in the best interest of the community to eliminate this parking. He stated that this removal would be consistent with the criteria of the new downtown district. Any restaurant business would also need to come before Council to seek approval for alcohol service. He voiced his support for the variance and Council Member McLean's proposal for modification of the third condition. He believes that the fifth condition should require consistency with the Times Square Zoning District. Mr. Smalley proposed that the language simply prohibit increases in building footprint and height increases for the primary structure. Town Attorney Stuparich noted that additional work could be done after this meeting. She believed that there is adequate testimony from both experts that would enable them to develop a sufficient requirement. She reminded the applicant that he would need to go through the approval process and permitting as needed. Mayor Allers asked about the timing for implementation of the parking barrier, as non-compliance would immediately begin upon approval. Mr. Richard responded that it would depend on the weather and external factors. He noted that the tenant will be moving out. The lease will expire in October. Council Member McLean expressed his preference for concrete planters. He believes that orange cones should not be used. The applicant confirmed that he can place planters on the property immediately after approval. There were discussions on placing a deadline within the condition. A proposal was made to require the applicant to comply within thirty days. The applicant agreed to this timeframe and will have the tenant use one of his other lots. Council Member King confirmed with Ms. Stewart that cones will not be used. Council Member Link asked about the steps required to restore parking, should this be desired in the future. Mayor Allers and Town Attorney Stuparich stated that this would need to be presented before the Council for approval.

Council Member McLean moved to approve Resolution 26-094, Variance 20260011, for 1161 and 1165 Estero Boulevard, with the conditions as modified in today's discussions, including putting up a physical barrier within the next 30 days that would include planters and not physical cones, and removal of the fifth condition, noting that it would be moot to allow all uses available in the Times Square District, seconded by Council Member King.

Town Attorney Stuparich referred members of the Council to the staff conditions, providing that the timeline of 30 days would be added to Condition C. She reminded the body that this motion would remove Condition E in its entirety.

Council Member McLean modified his motion to add an amended fifth condition that would include no increases in either the footprint or the height of the building. The seconder of the motion agreed to the amendment.

The motion carried 4-0, with Vice Mayor Safford abstaining.

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.

Mayor Allers read the title of the ordinance. Senior Planner Jason Smalley provided a summary of the request as outlined in the blue sheet. Town Attorney Stuparich added that many coastal communities have adopted a similar ordinance. Mayor Allers noted a discrepancy in the minimum clearance and asked if the language could simply refer to compliance with the safety requirements and not provide a specific amount. Mr. Smalley agreed to this change. Mayor Allers and Council Member McLean raised concerns about individuals finding loopholes and building steps that would allow for uses in addition to utility access. Both would like to see more restrictive language. Council Member Link expressed her appreciation to the staff for their ongoing work on identifying updates to the Land Development Code. There were discussions on whether this ordinance should also address elevated air conditioning units. Council Member McLean and Council Member Link believe that this issue should be considered separately.

No public comment.

Vice Mayor Safford identified a few scrivener's errors on page 118.

Mayor Allers made a motion to move Ordinance 26-09 forward to the second reading on June 15, 2026, at 9:00 a.m., seconded by Vice Mayor Safford.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the ordinance. Town Attorney Stuparich provided that the only change made to the draft was the inclusion of the Spanish translation of the ballot title. Following up on a previous question, she reported that the language that would appear in the charter would not be included on the ballot. There will be a yes/no question, followed by a summary of the change.

Council Member Link stated that she would like the voters to decide on these items. Mayor Allers noted some concerns he has heard about the proposed charter amendment on appointments. He said that there was some discomfort with allowing the Town Council to fill the vacancy for a period of time that may be longer than what the electorate would like to see. Council Member Link expressed her agreement. There were discussions on vacancies and the staggering of open positions. Vice Mayor Safford thanked Mr. Dunlap and the Charter Review Commission for their work.

No public comment.

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

The motion carried unanimously by roll call vote.

Mayor Allers and Town Attorney Stuparich also expressed their appreciation for Mr. Dunlap and the Charter Review Commission.

The Council took a ten-minute recess.

XIII. ADMINISTRATIVE AGENDA

A. FY26/27 Budget Hearing Dates

DRAFT

Continued from May 18, 2026

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

Town Manager McKannay recommended that the first budget hearing be held on Monday, September 14, 2026, and that the second budget hearing be held on Monday, September 28, 2026. He provided that this schedule would allow for a 14-day interval. Both sessions would begin at 5:01 p.m. Mayor Allers stated that he would not be able to attend on September 28, 2026. There were further discussions on availability and potential dates.

Mayor Allers moved to approve the dates and times as previously outlined by the Town Clerk, September 4, 2026, for the first budget hearing, starting at 5:01 p.m. or later, and September 23, 2026, for the second budget hearing, starting at 5:01 p.m., or later, seconded by Vice Mayor Safford.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the item into the record. Special Events Coordinator Nora Skipper introduced the applicant, Danielle Lynch, who was attending the meeting via Zoom. Ms. Lynch summarized her request and asserted that these events would be an added benefit to Fort Myers Beach, especially given the struggles local businesses have been facing. Council Member Link asked if there were any lessons learned from previous events that would warrant modifications. She also inquired if there would be food and beverage options. Ms. Lynch stated that she traditionally does not bring in food and drink to the events. She mentioned the restaurants and businesses available in the Times Square area. Generally, two additional portable bathrooms are provided. The applicant is also willing to provide daily garbage removal services, if needed. She discussed with Special Events Coordinator Nora Skipper about concerns regarding ongoing improvements in the area. She will review the situation in October and address and discuss any needed changes then. The applicant does not intend to have closed bottle sales at the event. The one exception would be if a not-for-profit organization requests such in their fundraising efforts. She clarified that she does work with three craft distilleries that are allowed to sell closed bottles for consumption outside the location. Town Manager McKannay asked the

applicant to work with the nearby businesses to ensure that the layout is in compliance, so as not to restrict their ingress or egress. He thanked her for her flexibility. He announced that there is potentially some construction during or before the events. Ms. Lynch asked that no conflicting events be held within two weeks of her events. She stated that this would be for her and the participating businesses' benefit. She clarified that she is referring to the weekly holiday events in December and January. Mayor Allers described potential direct competition and parking concerns. He asked if a plan was in place for parking. Ms. Lynch responded that she will speak with owners of the private parking lots and work out an agreement for a set flat rate. Council Member Link also suggested that she advertise the off-island parking options. There were additional discussions on alcohol sales and the impacts on the businesses located in the area. Ms. Lynch informed the Council that she has an agreement with Lee County and that a uniformed officer and vehicle will be present at the event during the peak hours of 11:00 a.m. to 3:00 p.m. on Saturday and Sunday. Council Member King expressed his concerns about blocking out other events a week before and a week after the proposed Fort Myers Beach Festival of the Arts. Public Information Officer Abigail Eberhart reported that applications and permits are processed in the order in which they are received. She noted that there currently is not a conflict and that staff will be processing other permits in the order of fairness. The town is required to give everyone the opportunity to hold an event, so long as processes are being followed. She provided that the farmers market would be moving forward contingent on approval from LCSO, Fort Myers Beach Fire Control District, and the Town Council. Council Member Link confirmed with the applicant that she does not have any concerns with the farmers market.

Special Events Coordinator Nora Skipper stated that there is an additional application that will come forward to the Town Council on June 15, 2026. The applicant is Linda Miller. The events will be presented as a package, and she noted that there may be some overlap. Public Information Officer Abigail Eberhart added that the current request contains an open container waiver.

There were further conversations on the issue of open containers and removing the language "possible bottled alcohol sales" and inserting "the timeframes allowing open container in the Times Square area." The applicant agreed to no closed bottled sales of any type. Council Member Link inquired about the sale of food. Ms. Lynch explained that, traditionally, there are two food vendors at most. Their products would generally be "grab and go" snacks.

Mayor Allers moved to approve the Special Event "Fort Myers Beach Festival of the Art," to include open container during the hours of the event in the Times Square area, containment to the area that is within the map, and no bottled alcohol sales, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the item into the record. The applicant summarized her request.

Mayor Allers moved to approve the Special Event "Holly Jolly Market," to include open container, as discussed in the previous special event, confinement to the Times Square area, and no bottled alcohol sales, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the item into the record. The applicant summarized her request.

Council Member Link, Council Member McLean, and Vice Mayor Safford voiced their support.

Council Member Link moved to approve the Special Event "Mermaid Fest" on April 17 and 18, 2026, in Times Square from 6:00 a.m. to 8:00 p.m., seconded by Vice Mayor Safford.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Town Attorney Stuparich provided a summary of the request as outlined in the blue sheet and verified that the address is 369 Madison Court. Town Manager McKannay provided

that Community Development Director Frankie Kropacek and his team have worked with the owners of similar properties that had town property or seawall issues.

Mayor Allers mentioned that there were a few scrivener errors. There was a misspelling of his name and a few names had been mistakenly omitted.

Council Member Link also noted that there was a typo in her last name. Town Manager McKannay confirmed that there will be corrections on pages 204-205.

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

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Environmental Projects Manager Chadd Chustz gave a summary of the request as outlined in the blue sheet. Council Member Link asked if the contract can be extended retroactively, noting the potential gap between the two agreements. Mr. Chustz responded affirmatively.

Council Member King moved to approve Resolution 26-124; Mayor Execute Mod#2 of FDEM Contract D1502, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Environmental Projects Manager Chadd Chustz provided a summary of the request as outlined in the blue sheet. Council Member McLean asked for additional information on the dune and shade plantings. Mr. Chustz clarified that Earth Balance will plant salt-tolerant trees at the town's beach accesses. This would resemble a more traditional tree-to-tree match. In speaking with FDACS, he noted that they would have accepted the dune plantings in and of themselves as a match.

Council Member Link asked about the survey and the benefits for the town.

DRAFT

Manager Chustz responded that there will be a before-and-after canopy analysis of Hurricane Ian. This information will provide the town with guidance on how to better manage the canopy in future plantings. They will also be examining opportunities for tree plantings. He described some of the current work that is being done with a previous FDACS grant. Council Member Link expressed her concerns about the open-ended cost, given the fee structure of $8 per tree. She inquired about potential limitations to the cost. Mr. Chustz explained that FDACS would cover this cost.
Council Member King moved to approve Resolution 26-125; Florida Forest Service Technical Assistance Grant, seconded by Council Member Link.
The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Town Manager McKannay provided a summary of the request as outlined in the blue sheet. Council Member King inquired about the funding source. Community Services Director Jeff Hauge provided that this would be coming from the storm water fund. Vice Mayor Safford asked if there will be similar projects coming in the future. Mr. Hauge answered that he did not foresee any similar items but did note that there will be other drainage projects arising from the vulnerability assessment. The town will need to identify additional funds through appropriations and other means. Council Member Link requested additional information on the location of the Carlos Circle drainage. Mr. Hauge stated that this project would be at the north end of town, near the 7-11 and North Tower. Mayor Allers provided that this was the only road that goes into and comes back onto Estero Boulevard.
Council Member McLean moved to approve Resolution 26-122, STA#12, Carlos Circle Drainage, Tetra Tech, seconded by Mayor Allers.
The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Town Manager McKannay provided a brief summary. Code Enforcement Officer Michael Hauserman reported that a Special Magistrate Order was entered on September 2, 2025, and imposed $16,500.00 in liens against the property owner. The original notice was issued on October 17, 2024, providing a compliance date of November 16, 2024. The Special Magistrate found a violation on January 7, 2025 for the unpermitted storage of shipping containers on the property. The property owner failed to come into compliance with that order by March 1, 2025. A status hearing was held on March 4, 2025, certifying that the fines would accrue. A status fine and position hearing was held, and a fine of $16,500.00 was imposed. Town Attorney Stuparich directed members of Council to the Special Magistrate Order on page 285 and the lien amount on page 287. She stated that, after the Special Magistrate rendered his order, it was recorded. The town's code provides a process to allow a property owner to come forward to the Council and request a reduction on any recorded liens. The request first goes to the Town Manager, who reviews it and, in certain circumstances, provide satisfaction. If there is full payment, there would be satisfaction and release of the lien. If there is a mere reduction, there is criteria that the Town Manager needs to evaluate. He would then render a decision, either approving or denying this request. She referred to the Town Manager's letter, dated May 5, 2026, on page 290.

Robert Hartsell, on behalf of Himmelstein Associations, LLC, requested to approach the Town Clerk with a copy of the timeline. Mayor Allers asked if this document was also presented to the Special Magistrate. Mr. Hartsell stated that it was not and that this timeline was prepared for the purposes of the lien reduction. He wished to use this diagram to explain the special circumstances of this case. Town Attorney Stuparich added that this argument was not made during that meeting. She recalled that there was a representative present then. She said that the property owner has the right to come before the Council to ask for a reduction. The Special Magistrate reviewed the facts that were presented by the Code Enforcement Officer and rendered his decision based on the written certification of lien. Once this lien is imposed, the code does allow for a process to show mitigating factors that the Special Magistrate would not take into consideration. Mr. Hartsell noted that his firm understood that this is under the discretion of the board. He asked for some relief from the fine. He stated that the owner had obtained a temporary permit for the shipping containers. He asserted that they did everything that they were asked to do. Mayor Allers asked if there was a copy of this permit and the site layout. Jeff Walker, a representative of the owner, stated that he managed the properties and applied for the temporary permit in 2023 for the shipping containers. He had originally put in the wrong location on the plan. Realizing his mistake, he contacted Associate Planner Kendra Rosa, e-mailing her the correction and reaching out multiple times to

follow up on the status. He finally received a communication providing for approval. He had assumed that they were then allowed to put the containers in that new location. He never received a response that denied or rejected the updated place. Mayor Allers asked if he met with Community Development Director Frankie Kropacek. Mr. Walker responded that he had not. There was a follow-up question on communications with staff following the notice of violation. Mr. Hartsell replied that the violation came after the permitting process. FEMA had stated that these shipping containers had to be removed, as they were not secured to the ground. There was a second round of permitting. He asserted that this held up the hearings. After the last Special Magistrate Hearing, the permit was denied. The owner had paid around $600 in permit fees. He pointed out the need to move items and recover from the hurricane. The owner had a CO before Hurricane Ian.

Council Member Link requested that the representatives review the timeline in chronological order, beginning with the earliest event.

Mr. Hartsell provided that Surfside Casual was a yard furniture company. It was a small business, and the owners lived in Fort Myers Beach. The location is on Estero Boulevard. The owners applied for permits and restored the building. They obtained a CO, and five days later, the storm hit. They were out of business, due to the damage and destruction caused by the hurricane. On February 13, 2023, the temporary permit for the shipping containers was issued. In December 2023, they received a permit application for remodeling the store. Council Member Link asked what the owner had expected to do with the shipping containers. Mr. Hartsell replied that they had wished to secure inventory, as well as any supplies and materials that may be needed to rebuild the property. On March 26, the town issued a permit for the remodeling. Mr. Hartsell noted that there had been a request to place the containers on a platform. This particular permit was never issued. He believed that the setback was the main issue related to that denial. Mr.

Walker added that the design originally had the containers placed on helical piers. They would be above base flood elevation. The containers would be behind the building, as storage for inventory. They had intended to relocate them on the property. There was a permit application to move the shipping containers, as an attempt to obtain compliance, which is dated January 2025. There had been plans to decorate and cover them so that they would not be visually obstructive. This permit had been denied. The owners received an objection letter, which asked for more details about the setback from Lover's Lane. This information was then provided. After the hearing held on March 4, Senior Planner Jason Smalley sent the owner a letter stating that the containers would not be allowed. There was then a rushed effort to sell the containers and relocate the stored materials. He noted that this was done as quickly as possible. It took about two months to complete these tasks.

Council Member Link confirmed with Mr. Walker that he did not have an alternative location for these containers. Council Member McLean inquired about the notice of violation. Mr. Hartsell stated that some of the notices were not sent to the correct address, which caused a delay. Mr. Walker noted that

this issue was not brought up in the Special Magistrate Hearing. Mr. Hartsell added that, during this session, the town had told the Special Magistrate that the applicant was working on the permit and that they are currently in review of the application. He asserted that the fees began to accrue after the denial of the permit. The applicant had to sell as quickly as possible, and Mr. Hartsell provided that the owner had lost around $11,000.00 from these sales. Council Member King requested additional information from staff on the mailed notice. Code Enforcement Officer Michael Hauserman reported that it was sent by certified mail in October. He does not currently have the recipient address. Town Attorney Stuparich recounted that town staff had been conducting an analysis on all temporary placement permits at that time. The notice of violation, which was sent in October, would provide the owner with 30 days to come into compliance and discuss with staff. After receiving no response, the revocation letter and notice of hearing went out. She explained that the Special Magistrate had imposed a deadline of March 1 for compliance. There was then another hearing in March. Council discussed the time period between the initial notice and the deadline for compliance. Code Enforcement Officer Hauserman provided that there were multiple continuances, from March to June and from June to August. The lien was finally assessed in September. Mayor Allers asked why the applicant did not move the containers after they were emptied. Mr. Walker stated that they were attempting to get rid of them. Mr. Hartsell added that they had also been going through the permitting process. Mayor Allers inquired if the applicant had attempted to find a second location, in case the application was denied. Mr. Walker provided that he had tried to find another area to store the containers but was unable to do so. Council Member Link asked if he had any evidence of these attempts. She requested additional information on the individuals or businesses he had contacted. Mr. Walker responded that he did not have physical evidence but stated that he did contact contractors and landscapers. Code Enforcement Officer Hauserman reminded members of the Town Council that this is not an appeal or rehearing. He recommended that they focus on the 65-day period between March 1, 2025, to May 5, 2025. Mr. Hartsell noted that his client is seeking any type of relief and emphasized that he is a small-business owner who is investing in the community. Town Attorney Stuparich referred Council to the criteria for lien reduction, which was also provided in the Town Manager's letter. Town Manager McKannay reviewed the elements and provided rationale for his decision. He noted that there were other code violations for this property, including one that has since come into compliance. Council Member King confirmed that there were two that are still outstanding. Mr. Hartsell added that they were not aware of any citations for those open cases. Mr. Walker provided that the issue around the mangroves has been investigated and that there had been a determination of no violation. Town Manager McKannay explained that they were still under investigation. Mayor Allers confirmed that there were no rulings by the Special Magistrate. He also inquired about any outstanding bills. Town Manager McKannay replied that there were some unpaid water bills for this

DRAFT

property and another property that the applicant also owned. Mr. Hartsell notified the Council that the payments had been made this morning. He said that there had been a credit card issue, as automatic charges should have been made for these accounts. Mayor Allers asked who had requested the continuances. Code Enforcement Officer Michael Hauserman noted that the requests for extensions were given following discussions on work towards compliance. Mr. Walker recounted his attempts to come into compliance.

There was a question about when the containers were placed on the property. The estimated date was around March to April 2023. Council Member King asked if there were any other ongoing legal actions against the property owner. The only item that is currently pending is an administrative appeal that was issued to a neighbor. There was nothing specific to this property. Vice Mayor Safford asked if other properties were also receiving fines. Town Attorney Stuparich noted that there may be some similar cases and clarified that some properties may have received liens even when they timely obtained compliance, as a lien could be imposed for the administrative fee of $250.00. Code Enforcement Officer Michael Hauserman said that this was the standard fine amount for this type of violation.

Mayor Allers noted his involvement in this case since the beginning and recalled the conversations he had with staff for this property. He recounted that the staff had told him that they met with the applicant on two separate occasions. They had told him that they had focused on an educational approach. Mr. Hartsell said that he and the applicant spoke with Community Development Director Frankie Kropacek once. He does not recall the specifics of the conversation. Mayor Allers expressed his concerns about the amount of time that the applicant had to come into compliance, especially since other properties with similar violations had been able to timely do so.

Mr. Walker highlighted the fact that he did not receive the letters in a timely fashion, due to a mailing error. He acknowledged the miscommunication, which provided an incorrect location. He had assumed that the approval was based on the updated location, which he had e-mailed to staff. Mayor Allers stated that he understood these circumstances but added that the town had worked with the applicant for around two years on this issue. Mr. Hartsell asserted that they did not receive any communication on non-compliance.

The sole exception was a message that stated that FEMA would not allow these containers, unless they were attached to a platform. Mayor Allers stressed that the town had provided a permit based on a specific location. There were further conversations on the e-mail chain and the site plans provided. Mayor Allers voiced his inability to support any reductions, based on the opportunities that had existed in the timeline. Council Member Link voiced her agreement. Mr. Hartsell emphasized the continuances. Town Manager McKannay and Council Member Link stressed that an application for a permit does not guarantee an issued permit. Mr. Hartsell mentioned the difficulty in coming into compliance, as a demolition permit would also be needed. Council Member McLean provided that relocation of the containers would not require demolition. He also echoed the Town Manager's and

Council Member Link's remarks. Mr. Hartsell referred to a Supreme Court precedent that a permit cannot be revoked if a permit is issued and the owner makes concrete steps towards furtherance. Town Attorney Stuparich clarified that there also needed to be a showing that the reliance was done in good faith. She stated that the facts are disputed in this case. She noted that she could not agree with the particular concept that was presented. She reported that she and Town Clerk Baker have been examining the permit records and are in the process of finding documentation that may provide more information on the disputed facts. She requested additional time to complete this work. The Council recessed until 1:15 p.m.

Town Attorney Stuparich recommended that questions be restated, allowing Mr. Hartsell and the representative for Hamilton to respond. The town staff will also have the opportunity to respond. Mayor Allers asked if they had a copy of the original permit that shows the layout that was approved. Mr. Hartsell responded that the layout was not included in the permit but said that they had a copy of the plan from the e-mail thread. Mayor Allers stated that these types of permits generally would contain such information. Senior Planner Smalley explained that there were two site plans. The approval allowed for the placement of the containers in front of Sea Grape Plaza. However, the property had to meet the provided requirements. The application for the permanent location referred to the layout with an assignment behind the building. The front area was only mentioned again in the most recent process, which was never completed. Town Manager McKannay clarified that there were no ETPs, only temporary use permits.

Council Member McLean asked if the applicant had believed that the new permit application meant that they would not need to come into compliance. Code Enforcement Manager, Michael Hauserman, provided that permit approval would be considered as progress. The applicants also could have removed the shipping containers. Mayor Allers remarked that they did not take steps towards what was outlined in the application for the permanent location. Mr. Walker responded that construction needed to take place before the containers could be moved. Senior Planner Smalley stated that he had provided a note explaining that the containers were not allowed, per the town's code, and outlined the next steps. He never received a response to this communication. Mr. Walker believed that he did not receive a clear explanation of the requirements. Mr. Smalley explained that the original contractor was notified. Mr. Walker asserted that he never received the message from the previous contractor. The Senior Planner reported that the job site copy, which contains a collection of documents that have been submitted and details the plans, was issued on February 28, 2023. The location specified that the shipping containers were to be placed in the rear of the building. Sometime between revocation and the initial permit, the containers were moved. There was a revocation letter sent in January 2025, and he pointed out that this violation was not based on the location. He cited Permit #231578. The scope of work listed two 40-foot storage trailers. Town Attorney Stuparich verified that these records came from the town's IWorQ

system. Mr. Smalley explained that this was a permit for temporary use. Mayor Allers asked if the description provided for trailers or containers, noting that there was a difference. Mr. Smalley confirmed that it was the former and reminded Council that there may be language deviations, as individuals with non-technical backgrounds may be putting information into the system. Town Attorney Stuparich provided that it is the burden of the owner to notify the town that the property has come into compliance. The town would then review the property and issue an affidavit of compliance or an affidavit of non-compliance. She clarified that the non-compliance period fell between March 1 and May 5, even though the final hearing was in September. Mayor Allers highlighted these 65 days and the lack of compliance within this period. Mr. Hartsell reiterated the applicant's efforts during that time. There were further conversations about the work done during and before this period. Mayor Allers expressed his disagreement with the applicant's statements that the town staff did not work with them, noting his inability to support reduction.

Vice Mayor Safford inquired about the notice of the daily fine. Code Enforcement Officer Hauserman responded that the applicant would have known about these fines at the January hearing and again at the March hearing. Mr. Hartsell acknowledged that there were mistakes that occurred on both sides and sought relief from an equity perspective. Vice Mayor Safford said that he understood the frustrations of shipping containers placed in that area of the island. Council Member King expressed his concerns about applying the justification of Hurricane Ian to a period of non-compliance in 2025. Council Member McLean commented that he did not see any real activity to come into compliance during the time in question. He provided that other property owners knew that these containers were not allowed and had acted accordingly.

Mayor Allers moved to deny the request to relieve any of the $16,500.00 fine to $0.00, as requested by the applicant, Himmelstein Associations, LLC., and counsel, seconded by Council Member King.

The motion carried unanimously by roll call vote.

XIV. FINAL PUBLIC COMMENT

None

XV. TOWN MANAGER'S ITEMS

Town Manager McKannay announced the upcoming Recovery and Resilience Plan Town Hall on June 18, 2026. He emphasized its importance for community members, property owners, and business owners. Town Attorney Stuparich asked for an update to the report deadline. Town Manager McKannay responded that he would reach out and get a new date. He reported that he, Deputy Town Manager Traci Kohler, and a few directors had attended the FCCMA (Florida City and County Managers Association) Conference. He stated that this was a tremendous opportunity for them to network and discuss with peers, learn about recent statutes and successes from other towns, and receive information briefings. He highlighted the update on property tax relief. The Florida League of Cities and FFCMA will both speak on behalf of the towns and ensure that their concerns are

presented at the state level. He predicted that there would be an impact if the legislation is passed in full, as proposed by the Governor. He expects around a $300,000.00 reduction in revenue. He stated that this would impact the services the town provides on a daily basis. If this process does move forward, the issue will be placed on the ballot in November. He encouraged all to pay attention to this ongoing process and to carefully review the legislation. He pointed to the possible impacts on Lee County. Council Member Link inquired how the town might make up for the lost revenue. Town Manager McKannay provided that these plans will be determined at a future time. He and Mayor Allers noted that the effective date, as the legislation is currently written, would be in 2027. There will also be a progressive increase. Town Manager McKannay reminded the Town Council that the language could be changed in the meantime.

Town Manager McKannay stated that the beach school planning process has moved forward. He is continuing work with the Town Attorney on the draft ILA that was sent to them. He reported that the Education Freedom Foundation has graciously offered to donate their services to the town. The estimated value is about $18,000.00. He is requesting consensus from the Council to accept this donation. Town Attorney Stuparich informed the body of the newly adopted donations policy, which would require them to act on any donations above $10,000.00. She noted that there were criteria for consideration and verified with the Town Manager that there was no adverse impact on the town of Fort Myers Beach. He added that this organization has assisted many other communities and that this support would be helpful for the island. All members of Council voiced their consent. Town Manager McKannay presented that he and Deputy Town Manager, Traci Kohler, will meet with the leaders of the Bokeh Grand Charter School.

He thanked Lee County's Sheriff's Office for their work on the previous holiday and throughout this week for the last day of school. He recognized their support and their ability to go above and beyond what is typically asked of them. He also expressed his appreciation to Lee County and their contractors for their progress on Crescent Park.

XVI. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich reminded members of the notice provided by the Florida Commission on Ethics, which was sent out today. The Form 1 deadline is July 1, 2026. Mayor Allers thanked the Town Attorney for the reminder.

XVII. COUNCILMEMBERS ITEMS AND REPORTS

Council Member McLean reported that he will be meeting with Town Attorney Stuparich and Town Clerk Baker regarding the Advisory Committees handbook. He hopes to bring this item forward to the Council soon.

Council Member Link announced that she will be seeking re-election and has filled out Form 1.

Vice Mayor Safford requested permission to virtually attend the Town Council meeting on June 15, 2026. There were no objections.

Council Member King thanked and recognized Representative Botana, highlighting his lobbying work on behalf of the town at the state level. He also

expressed his gratitude to TPI, Mari and Tom Torgerson, and Dawn and Brian Thomas for their coordination. He announced the continuing vacancy on the Lee County Metropolitan Planning Organization's Citizen Advisory Committee. He provided a brief description of the role. He invited those interested to send an application to Town Clerk Baker.

Mayor Allers inquired about upcoming recycling events. Town Manager McKannay believes that one event has been scheduled during August. Council Member Link asked if medications could be disposed of then. The Town Manager noted that he would follow up. He mentioned that pharmacies typically provide ways to safely discard these types of waste. Mayor Allers requested that staff report on the allocated funding from the parking fee increase. He noted its potential use to offset costs related to the charter school. Council Member King recalled that around $100,000.00 was held in that fund. He provided that there were discussions at that time about reallocation to the school. Council Member Link offered that such funds could also be used to assist with the application itself.

Council Member King announced that, following the Management & Planning Session, he will be participating in some work with the Florida League of Cities Board of Directors.

XVIII. ADJOURNMENT

Council Member King moved to adjourn. The meeting was adjourned at 2:03 p.m.

DRAFT

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-628**

1. **Request:**

Meeting Date: August 3, 2026

Announce and participate in a Litigation Executive Session at 1:00 PM, which is closed to the public, to discuss settlement negotiations and strategy related to Town of Fort Myers Beach, Florida vs. White Sand Properties of Fort Myers Beach, LLC, Case No. 2025-CA-004261, 20th Judicial Circuit, Lee County, Florida. Persons attending the Executive Session include**:** Mayor Dan Allers, Council Members John R. King, Rebecca Link and John McLean, Town Manager William McKannay, Town Attorneys Nancy Stuparich and Paul Waters (by Zoom), and a court reporter, whose name will be announced prior to the beginning of the Executive Session. Vice-Mayor Safford will not participate due to a conflict of interest. The session is expected to last 1 hour. The Town Council may take action concerning settlement negotiations once the Executive Session is concluded and the public meeting is reopened.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
TOWN ATTORNEY'S ITEMS	Other	Nancy Stuparich, Town Attorney

5. **Background:**

Attachments:

1. 2026 Motion for Leave to Amend Complaint with Exhibits - FINAL

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 7/17/2026
nancy stuparich, Town Attorney	Approved - 7/21/2026
Amy Baker, Town Clerk	Approved - 7/22/2026
William McKannay, Town Manager	Final Approval - 7/22/2026

IN THE CIRCUIT COURT OF THE TWENTIETH CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA,

Plaintiff / Counter-Defendant,

vs. CASE NO.: 25-CA-004261

WHITE SAND PROPERTIES OF FORT MYERS BEACH, LLC,

Defendant / Counter-Plaintiff.
_____/

MOTION FOR LEAVE TO AMEND COMPLAINT

Plaintiff, Town of Fort Myers Beach, a Florida municipal corporation (the "Town"), by and through its undersigned counsel, hereby files this Motion for Leave to Amend Complaint pursuant to Fla. R. Civ. P. 1.190(a). In support of its Motion, the Town states the following:

1. The Complaint to Foreclose Municipal Lien was filed on August 8, 2025.

2. This is the Town's first request to amend its Complaint.

3. A copy of the proposed Amended Complaint to Foreclose Municipal Lien is attached hereto as **Exhibit "A"**.

4. On October 3, 2025, Defendant, White Sand Properties of Fort Myers Beach, LLC ("Defendant") filed its Answer, Affirmative Defenses, and Counterclaim.

5. On November 17, 2025, the Town filed its Motion to Dismiss Defendant's Answer, Affirmative Defenses, and Counterclaim.

6. The Town's Motion to Dismiss is scheduled for hearing on June 3, 2026.

7. The Complaint is being amended to add a count to foreclose a municipal code enforcement lien entered against the Subject Property in the Town's Code Enforcement Case No.

CE14-0394.

8. Section 162.09(3), Florida Statutes, provides that after three months from the filing of any code enforcement lien which remains unpaid, such lien may be foreclosed upon authorization from a code enforcement board or special magistrate.

9. On June 13, 2025, a Notice of Hearing was mailed via certified mail to the current owner of the Subject Property, DEFENDANT, and a copy of the Notice was posted on the SUBJECT PROPERTY, advising that a public hearing to authorize the TOWN to foreclose and collect the outstanding monies owed for the municipal code enforcement lien recorded against the Subject Property in Case No. CE14-0394 would be held before the Special Magistrate on July 10, 2025. A true and correct copy of the Notice of Hearing is attached to the proposed Amended Complaint as **Exhibit "R"**.

10. Although the hearing was originally scheduled for July 10, 2025, it was continued at DEFENDANT's request to September 12, 2025, and thereafter continued multiple additional times at DEFENDANT's request before ultimately being held on February 4, 2026. True and correct copies of DEFENDANT's most recent Motion for Continuance and the corresponding Order of Continuance are attached to the proposed Amended Complaint as **Exhibit "T"** and **Exhibit** "**U"** respectively.

11. On or about February 20, 2026, the Special Magistrate entered a Foreclosure Findings of Fact, Conclusions of Law, and Order which authorized the TOWN to foreclose the municipal code enforcement lien recorded against the Subject Property in Case No. CE14-0394. A copy of the Order is attached to the proposed Amended Complaint as **Exhibit "V."**

12. Accordingly, because the TOWN has now obtained authorization from the Special

Magistrate to foreclose the municipal code enforcement lien recorded against the Subject Property in Case No. CE14-0394, amendment of the Complaint is necessary to add a count for foreclosure of that lien so that all claims relating to the Subject Property may be adjudicated in this action.

13. Leave to amend is required where a response has been served to the original complaint or the complaint has previously been amended. *See* Fla. R. Civ. P. 1.190(a). Rule 1.190 further states that the requested amendment should be granted where doing so is in furtherance of justice. *Id.*; Fla. R. Civ. P. 1.190(e). It is axiomatic that motions for leave to amend a complaint should be granted liberally, particularly when, as here, the filing of an amended pleading will cause no prejudice to the parties or a material delay in the proceedings. *See Dausman v. Hillsborough Area Reg'l Transit*, 898 So. 2d 213,215 (Fla. 2ndDCA 2005); *State Farm Fire & Cas. Co. v. Fleet Fin. Corp*., 724 So. 2d 1218, 1219 (Fla 5thDCA 1998); *Life Gen. Sec. Ins. Co. v. Horal*, 667 So. 2d 967.969 (Fla. 4thDCA 1996); *Thompson v. Publix Supermarkets, Inc.*, 615 So. 2d 796.797 (Fla. 1stDCA 1993); *Wackenhut Protective Sys. V. Key Biscayne Commodore Club Condo.*, 350 So. 2d 1150, 1152 (Fla. 3rdDCA 1977).

14. All doubts in granting or denying a Motion for Leave to Amend should be resolved in favor of granting permission for amendment. *Drish v. Bos*, 298 So.3d 722 (Fla. 2d DCA 2020) ("all doubts should be resolved in favor of allowing the amendment and refusal to do so generally constitutes an abuse of discretion unless it clearly appears that [1] allowing the amendment would prejudice the opposing party, [2] the privilege to amend has been abused, or [3] amendment would be futile.").

15. The requested amendment would not be futile. The Defendant will not be prejudiced by the amendment, as the case has not been set for trial and the theory of the case

remains the same.

16. Accordingly, given Florida's liberal policy towards allowing amendments, the Motion for Leave to Amend should be granted.

WHEREFORE, Plaintiff, Town of Fort Myers Beach, respectfully requests that the Court enter an Order: (a) granting the Town's Motion for Leave to Amend Complaint and (b) granting the Town leave to file its Amended Complaint to Foreclose Municipal Lien.

Dated this 19th day of March 2026.

/s/ Paul Waters
PAUL WATERS, ESQ.
Florida Bar No. 817651
GRETCHEN R.H. VOSE, ESQ.
Florida Bar No. 169913
NANCY STUPARICH, ESQ.
Florida Bar No. 0646342
CHLOE BERRYMAN, ESQ.
Florida Bar No. 1032129
Vose Law Firm, LLP
324 W. Morse Blvd.
Winter Park, FL 32789
Telephone (407) 645-3735
Facsimile (407) 628-5670
paul@voselaw.com
cdarcy@voselaw.com
mguidone@voselaw.com
Attorneys for Town of Fort Myers Beach, Florida

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of March 2026, a true and correct copy of the foregoing has been served electronically filed with the Clerk of Court which will serve a copy to all interested parties.

/s/ Paul Waters
PAUL WATERS, ESQ.
Florida Bar No. 817651

CERTIFICATE OF CONFERRAL

I HEREBY CERTIFY that prior to filing this motion, I discussed the relief requested in this motion by telephone on March 19, 2026, with the opposing party, and the opposing party agrees on the resolution of all of the motion.

/s/ Paul Waters
PAUL WATERS, ESQ.
Florida Bar No. 817651

Exhibit "A"

IN THE CIRCUIT COURT OF THE TWENTIETH CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA

TOWN OF FORT MYERS BEACH,
FLORIDA,

Plaintiff / Counter-Defendant,

vs. CASE NO.: 25-CA-004261

WHITE SAND PROPERTIES OF FORT
MYERS BEACH, LLC,

Defendant / Counter-Plaintiff.
_____/

AMENDED COMPLAINT TO FORECLOSE MUNICIPAL LIENS

Plaintiff, Town of Fort Myers Beach, a Florida municipal corporation (the "TOWN"), by and through its undersigned counsel, sues Defendant, White Sand Properties of Fort Myers Beach, LLC ("DEFENDANT") and alleges:

Subject Matter, Parties, and Venue

1. This is an action to foreclose three (3) municipal code enforcement liens on real property and/or personal property located in Lee County, Florida.

2. The TOWN is a Florida municipal corporation located in Lee County, Florida, and organized under the laws of the State of Florida.

3. The TOWN is authorized by the State of Florida to create a code enforcement board or code enforcement special magistrate position, to establish a code enforcement system, to hold code enforcement hearings, to assess fines against violators of the Town of Fort Myers Beach Code of Ordinances, and to record and foreclose liens for unpaid fines, consistent with its obligation to promote, protect, and improve the health, safety, and welfare of the residents of the TOWN and the public. *See* Chapter 162, Florida Statutes.

4. The real property and personal property to be foreclosed in this matter is located at 80 Avenue E, Fort Myers Beach, Florida 33931, which is legally described as follows:

> Lot 2, Block "A", CRESCENT BEACH SUBDIVISION, according to the Plat thereof, recorded in Plat Book 4, Page 45, of the Public Records of Lee County, Florida. ("SUBJECT PROPERTY").

5. DEFENDANT is a Florida limited liability company having a principal address in Lee County, Florida.

6. DEFENDANT is made a party defendant since it the owner of the SUBJECT PROPERTY.

7. FCG Associates, LLC ("FCG") is a Florida limited liability company having a principal address in Lee County, Florida.

8. FCG may have claimed some interest in the SUBJECT PROPERTY by virtue of that certain Mortgage recorded on February 18, 2020, as Official Records Instrument No. 2020000042330 in the Public Records of Lee County, Florida ("FCG Mortgage"). However, any claimed interest that FCG may have had in the SUBJECT PROPERTY has been satisfied and extinguished by virtue of the Stipulated Final Judgment between FGC and DEFENDANT recorded on July 11, 2023, as Official Records Instrument No. 2023000236853 in the Public Records of Lee County, Florida (outlining payment terms to satisfy the FCG Mortgage) and the Satisfaction of Stipulated Final Judgment recorded on January 24, 2024, as Official Records Instrument No. 2024000020689 in the Public Records of Lee County, Florida.

9. Venue properly lies in Lee County, Florida pursuant to Section 47.011, Florida Statutes, because the SUBJECT PROPERTY is located in Lee County, Florida, and the causes of action arose or accrued in Lee County.

10. This Court has subject matter jurisdiction over this action pursuant to Sections

26.012 and 162.30, Florida Statutes.

11. This Court has personal jurisdiction over DEFENDANT under Section 48.193, Florida Statutes.

12. The TOWN's validly recorded liens encumbering the SUBJECT PROPERTY are superior in dignity and right to any subsequently recorded interest, mortgage, claim, or lien attaching to the SUBJECT PROPERTY through the DEFENDANT and any of its mortgagors, lienholders, claimants, and successors, assigns, and tenants.

13. The SUBJECT PROPERTY is not a homestead under the laws of the State of Florida.

14. All conditions precedent to the bringing of this action have been performed, have been waived, have been executed, or have occurred.

15. The TOWN is obligated to pay its attorneys a reasonable fee for their services and DEFENDANT is responsible for payment of the liens and all costs of foreclosure, including reasonable attorney's fees, incurred by the TOWN in this action pursuant to Section 162.10, Florida Statutes, and the TOWN's Code of Ordinances, Sec. 2-427(d).

Background Facts

16. From on or about October 3, 2014, until on or about December 2, 2015, the owner of record of the SUBJECT PROPERTY was Leo J. Dibiasi, individually and as Trustee of the Leo J. Dibiasi and Valerie J Dibiasi Revocable Living Trust ("DIBIASI").

17. During DIBIASI's ownership of the SUBJECT PROPERTY, DIBIASI was the sole member and president of Absolute Best Rate Rentals LLC, a Florida limited liability company ("ABSOLUTE").

18. From on or about December 2, 2015, until on or about July 15, 2016, the owner of

record of the SUBJECT PROPERTY was ABSOLUTE.

19. The Trustee's Deed conveying ownership of the SUBJECT PROPERTY to ABSOLUTE was recorded on December 4, 2015, at Official Records Instrument No. 2015000260051, in the public records of Lee County, Florida.

20. On April 12, 2016 during ABSOLUTE's ownership of the SUBJECT PROPERTY, two municipal liens for code enforcement violations ("Lien 1" and "Lien 2") were recorded against the SUBJECT PROPERTY, as described in more detail in Counts 1 and 2 below.

21. ABSOLUTE conveyed the SUBJECT PROPERTY to Joseph B. ORLANDINI ("ORLANDINI") by Warranty Deed.

22. The Warranty Deed conveying ownership of the SUBJECT PROPERTY to ORLANDINI was recorded on July 20, 2016, Official Records Instrument No. 2016000153777, in the public records of Lee County, Florida.

23. ORLANDINI acquired the SUBJECT PROPERTY subject to and encumbered by Lien 1 and Lien 2. At the time ORLANDINI acquired the SUBJECT PROPERTY, none of the existing code violations on the SUBJECT PROPERTY had been corrected, and the fines set forth in Lien 1 and Lien 2 continued to accrue.

24. On July 26, 2017, during ORLANDINI's ownership of the SUBJECT PROPERTY, an additional municipal code enforcement lien ("Lien 3") was recorded against the SUBJECT PROPERTY for new code violations, as described in more detail in Count 3 below.

25. Section 162.09(3) provides "A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator."

26. As such, upon recording, Lien 3 constituted a lien upon the SUBJECT PROPERTY and upon any other real or personal property owned by ORLANDINI.

27. On March 27, 2019, during ORLANDINI's ownership of the SUBJECT PROPERTY, a Fine Certification Order relating to Lien 2 was recorded as a lien against the SUBJECT PROPERTY, certifying that a fine in the amount of $257,150.00 had accrued under Lien 2 and continued to accrue in the amount of $250.00 per day for every day that the SUBJECT PROPERTY remained out of compliance, as described in more detail in Count 2. Upon recording, the Fine Certification Order became the governing instrument for Lien 2.

28. Upon recording of the Lien Certification Order on March 27, 2017, Lien 2 encumbered all other real or personal property owned by ORLANDINI.

29. Over two years later, on December 9, 2019, DEFENDANT attended a TOWN Council meeting ("December 2019 Meeting") and explained to the TOWN Council that DEFENDANT intended to buy one of ORLANDINI's other properties, located at 1560 I Street, Fort Myers Beach, Florida ("I Street Property").

30. DEFENDANT explained that the I Street Property "has some lien issues, it's kind of under blanket umbrella of violations" and "we would like to pledge that $50,000.00 towards his liens … to get [the I Street Property] off of the liens."

31. ORLANDINI also spoke at the December 2019 meeting, stating "there is a particular property I have at 80 Avenue E (the SUBJECT PROPERTY) that is has some encumbrances on it of liens… we're looking to close a property at 1560 I Street and that is the one that is in the umbrella of the parcels that got encumbered from the 80 Avenue E violation" and "ungluing this property helps tremendously with getting rid of debt."

32. At the time of this meeting, the I Street Property had no known code enforcement

violations.

33. However, because the I Street Property was owned by ORLANDINI, all code enforcement liens recorded in the public records against the SUBJECT PROPERTY during ORLANDINI's ownership of the SUBJECT PROPERTY also encumbered the I Street Property.

34. As a result, the I Street Property was also encumbered by Lien 2 and Lien 3.

35. At the December 2019 meeting, the Town Council agreed to DEFENDANT's request to pay the $50,000.00 to pull the I Street Property out of the "umbrella" of the code enforcement liens on the SUBJECT PROPERTY.

36. At the December 2019 meeting, DEFENDANT did not indicate that it also intended to purchase the SUBJECT PROPERTY from ORLANDINI.

37. At the December 2019 meeting, the Town Council did not consider a request to release the SUBJECT PROPERTY from the liens encumbering the SUBJECT PROPERTY.

38. On or about December 12, 2019, DEFENDANT delivered a check to the TOWN for $50,000.00 in exchange for a partial release of the code enforcement liens encumbering the I Street Property only. A copy of the check is attached hereto as **Exhibit "A**."

39. On January 29, 2020, the TOWN recorded three partial releases to release the I Street Property from the code enforcement liens recorded against the SUBJECT PROPERTY during ORLANDINI's ownership of the SUBJECT PROPERTY (i.e. Lien 2 and Lien 3).

40. Each partial release provided, "[i]n accordance to the decision by Town Council on December 9, 2019 to release [the I Street Property] from this lien for the amount of $50,000.00 has been satisfied in full and that the undersigned hereby releases the lien as to the whole of [the I Street Property] . . . This Partial Release of Lien releases only the property mentioned herein. All other properties attached as a result of [this lien] remain." [Emphasis added.]

41. Because the partial releases only released the I Street Property from the "umbrella" of the code enforcement liens against the SUBJECT PROPERTY, Liens 1, 2 and 3 remained unsatisfied and valid encumbrances upon the SUBJECT PROPERTY.

42. Lien 1 was recorded before ORLANDINI became record owner of the SUBJECT PROPERTY; therefore, Lien 1 did not encumber the I Street Property.

43. As such, the Town did not record a partial release to release the I Street Property from Lien 1.

44. On or about March 20, 2020, DEFENDANT acquired the I Street Property from ORLANDINI.

45. When DEFENDANT acquired the I Street Property, DEFENDANT's $50,000.00 payment to pull the I Street Property out of the "umbrella" of the code enforcement liens on the SUBJECT PROPERTY was credited toward the purchase price of the I Street Property.

46. On or about March 25, 2020, DEFENDANT acquired the SUBJECT PROPERTY, 80 Avenue E, from ORLANDINI.

47. When DEFENDANT, acquired the SUBJECT PROPERTY on or about March 25, 2020, it did so with the knowledge that Liens 1, 2 and 3 were recorded, that the fines continued to accrue as provided in the recorded liens, and there were no recorded releases of the SUBJECT PROPERTY from Liens 1, 2 and 3.

48. At the time the SUBJECT PROPERTY was acquired by DEFENDANT, there were no pending cases before the Special Magistrate for any subsequent code violations on the SUBJECT PROPERTY.

49. Thus, when DEFENDANT acquired the SUBJECT PROPERTY on or about March 25, 2020, it did so with the knowledge that the SUBJECT PROPERTY remained

encumbered by the liens and subject to foreclosure as authorized by Florida law in Chapter 162 and Sections 2-427(c) and 2-425(e) of the Town of Fort Myers Beach Code of Ordinances.

50. Pursuant to Section 162.09(3), Florida Statutes, and Section 2-425(e) of the Town of Fort Myers Beach Code of Ordinances, recorded code enforcement liens "run with the land" and are binding upon subsequent purchasers.

51. As of the date of this Complaint, no releases or satisfactions have been recorded releasing the SUBJECT PROPERTY from the code enforcement liens subject to this foreclosure action.

52. As of the date of this Complaint, there exists no agreement between DEFENDANT and the TOWN Council, the TOWN Manager or any other duly authorized TOWN representative that obligates the TOWN to release the SUBJECT PROPERTY from Liens 1, 2 and 3.

53. As of the date of this Complaint, there exists no agreement between ORLANDINI and the TOWN Council, the TOWN Manager or any other duly authorized TOWN representative that obligates the TOWN to release the SUBJECT PROPERTY from Liens 1, 2 and 3.

54. To the extent any conditions for the release of Liens 1, 2 and 3 have been proposed, no such conditions were ever accepted or satisfied.

55. At a regularly scheduled meeting of the TOWN Council on April 18, 2022 ("April 2022 meeting"), the Town Council authorized the TOWN Attorney to enforce and foreclose Liens 1, 2 and 3.

56. On February 12, 2024, a duly noticed foreclosure hearing was held before the Special Magistrate. DEFENDANT was represented at the hearing by its attorney. On or about February 22, 2024, the Special Magistrate entered a Foreclosure Findings of Fact, Conclusions of Law, and Order which authorized the TOWN Attorney to foreclose Liens 1 and 3 on the SUBJECT

PROPERTY.

57. On February 4, 2026, a duly noticed foreclosure hearing was held before the Special Magistrate. DEFENDANT was represented at the hearing by its attorneys. On or about February 20, 2026, the Special Magistrate entered a Foreclosure Findings of Fact, Conclusions of Law, and Order which authorized the TOWN Attorney to foreclose Lien 2 on the SUBJECT PROPERTY.

58. On May 6, 2024, DEFENDANT appeared before the TOWN Council and requested a lien reduction as authorized by Section 2-432 of the TOWN of Fort Myers Beach Code of Ordinances.

59. At the May 6, 2024, public hearing before the TOWN Council, Defendant, DEFENDANT, alleged that the $50,000.00 check paid by DEFENDANT, released the SUBJECT PROPERTY from the recorded lien. A copy of the check is attached hereto as **Exhibit "A**."

60. The $50,000.00 check DEFENDANT claimed released the SUBJECT PROPERTY from the recorded lien is the same check DEFENDANT delivered to the Town in exchange for a partial release of the code enforcement liens encumbering the I Street Property only.

61. At the May 6, 2024 hearing, DEFENDANT offered to pay $15,000.00 for a release of the liens on the SUBJECT PROPERTY, which at the time had accrued fines in the amount of $1,189,800.00.

62. The TOWN Council offered to reduce the liens if DEFENDANT paid $247,000.00.

63. The reduced amount of $247,000 included a credit for the $50,000 previously paid to the Town by DEFENDANT on December 12, 2019.

64. Section 2-432(10) of the TOWN of Fort Myers Beach Code of Ordinances provides, "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 become null and void and the full amount of the lien shall be due and payable."

65. The TOWN did not receive any of the reduced payment amount by June 5, 2024, and no release has been recorded by the TOWN. As a result of the non-payment of the offered reduced lien amount, such lien reduction became null and void

COUNT I
FORECLOSURE OF MUNICIPAL LIEN (CASE NO. CE15-0167)

66. The TOWN repeats and realleges Paragraphs 1 through 65 of the Complaint as if fully set forth herein.

67. This is an action to foreclose a municipal code enforcement lien imposed on the SUBJECT PROPERTY by a Special Magistrate in Code Enforcement Case No. CE15-0167.

68. On or about April 16, 2015, a Fort Myers Beach Code Enforcement Officer inspected the SUBJECT PROPERTY and observed one or more violations of Section 6-111 of the Fort Myers Beach Land Development Code (incorporating Section 103.5 of the Florida Building Code), to wit: Unsafe buildings or systems ("Violation 1") on the SUBJECT PROPERTY

69. At the time Violation 1 was observed, the record owner of the SUBJECT PROPERTY was DIBIASI.

70. On or about July 15, 2015, the TOWN issued a Notice of Violation regarding Violation 1 on the SUBJECT PROPERTY, pursuant to Section 162.12, Florida Statutes, to DIBIASI. The Notice of Violation was mailed to DIBIASI via certified mail and posted on the SUBJECT PROPERTY in accordance with Section 2-429, TOWN of Fort Myers Beach Code of Ordinances. The Notice of Violation required the premises to be vacated and other corrective actions to be completed by August 4, 2015, and notified DIBIASI that the matter would be

scheduled for hearing before the TOWN of Fort Myers Beach Special Magistrate if Violation 1 remained uncorrected after August 4, 2015. True and correct copies of the Notice of Violation and proof of mailing are attached hereto as **Exhibit "B."**

71. The property was inspected on or about October 29, 2015, and the violations remained in effect.

72. On December 4, 2015, deed was recorded transferring the SUBJECT PROPERTY from DIBIASI to DIBIASI's business, ABSOLUTE.

73. On or about January 13, 2016, the TOWN mailed a Notice of Hearing to Leo Dibiasi as agent for ABSOLUTE via certified mail, advising that a public hearing concerning Violation 1 would be conducted by the Code Enforcement Special Magistrate on February 24, 2016. True and correct copies of the Notice of Hearing and proof of mailing is attached hereto as **Exhibit "C."**

74. On February 24, 2016, the Special Magistrate for the TOWN held a duly noticed public hearing related to Lien 1. ABSOLUTE was not present at the hearing. After having considered the sworn testimony, evidence, and arguments presented at the hearing, the Special Magistrate entered a Code Enforcement Order finding that the SUBJECT PROPERTY was occupied and did not have a permit for the replacement of the main ingress/egress in violation of Fort Myers Beach Land Development Code Section 6-111 (adopting the Florida Building Code 103.5) and assessed $150.00 in administrative costs. The Special Magistrate ordered correction of Violation 1 before March 25, 2016, and ordered that failure to comply would result in a fine of $250.00 per day beginning on March 25, 2016, and continuing for each day the violation continues to exist. A true and correct copy of the Order is attached hereto as **Exhibit "D."**

75. The corrective action ordered by the Special Magistrate was to "Obtain a permit for

remodel work and pass all inspections" and "Obtain a permit for stairwell build and pass all subsequent inspections."

76. On March 25, 2016, the TOWN conducted a re-inspection of the SUBJECT PROPERTY, and issued an Affidavit of Non-Compliance, providing competent, substantial evidence that the corrective action ordered by the Special Magistrate had not been taken. A true and correct copy of the Affidavit of Non-Compliance is attached hereto as **Exhibit "E."**

77. On or about March 28, 2016, the Affidavit of Non-Compliance was provided to the Special Magistrate.

78. On March 30, 2016, the Special Magistrate executed a Code Enforcement Order Imposing Lien on the SUBJECT PROPERTY. The Special Magistrate found that the violations still existed on the SUBJECT PROPERTY and that ABSOLUTE failed to comply with its February 24, 2016 Order and failed to pay the $150.00 in administrative costs. The Special Magistrate ordered ABSOLUTE to pay the TOWN a fine of $250.00 per day, beginning on March 25, 2016, and continuing to accrue for each day the violations continued to exist on the SUBJECT PROPERTY.

79. The Code Enforcement Order Imposing Lien further ordered that, upon recording in the Public Records, the order would constitute a lien against the SUBJECT PROPERTY and any other real or personal property owned by ABSOLUTE for the fine amount and prosecution costs.

80. The Code Enforcement Order Imposing Lien was recorded on April 12, 2016, as Official Records Instrument No. 2016000076124[1], in the public records of Lee County, Florida. A copy of the Code Enforcement Order Imposing Lien is attached hereto as **Exhibit**

[1] A certified copy of the same was recorded on the same day as No. 2016000076145.

"F."

81. ABSOLUTE did not appeal the Code Enforcement Order Imposing Lien to the Circuit Court within the thirty days allowed pursuant to Section 162.11, Florida Statutes. Therefore, the Code Enforcement Order Imposing Lien is a final, non-appealable order.

82. Pursuant to Fla. Stat. § 162.09(3), the Code Enforcement Order Imposing Lien, which is hereafter referred to as "Lien 1," constitutes a valid and enforceable lien against the SUBJECT PROPERTY.

83. Lien 1 was recorded in the public records and attached to the SUBJECT PROPERTY at the time ABSOLUTE was the owner of record of the SUBJECT PROPERTY. Lien 1 is considered to "run with the land" pursuant to Fla. Stat. § 162.09(3) and Florida law. Despite the subsequent change in ownership of the SUBJECT PROPERTY, Lien 1 still encumbers the SUBJECT PROPERTY and is thus enforceable against DEFENDANT.

84. On April 16, 2024, the TOWN issued an Affidavit of Compliance finding the SUBJECT PROPERTY was in compliance as of September 28, 2022, as a result of Hurricane Ian and the SUBJECT PROPERTY being demolished. A copy of the Affidavit of Compliance is attached hereto as **Exhibit "G."**

85. Fines accrued between March 25, 2016, and September 28, 2022, for the violation in the amount of $250.00 per day for 2,378 days, equaling a total fine of $594,500.00 plus $150.00 in administrative fees for a total amount of $594,650.00 due under Lien 1. Pursuant to Section 162.10, Florida Statutes, the total amount due to satisfy the lien is the amount of the fine, together with, but not limited to, the cost of serving notice, advertising, recording the Final Order, reasonable attorney's fees and costs, and collection cost.

86. Section 162.09(3), Florida Statutes, provides that after three months from the filing

of any code enforcement lien which remains unpaid, such lien may be foreclosed upon authorization from a code enforcement board or special magistrate.

87. On January 30, 2024, a Notice of Hearing was mailed via certified mail to the current owner, DEFENDANT, and a copy of the Notice was posted on the SUBJECT PROPERTY, advising that a public hearing to authorize the TOWN to foreclose and collect the outstanding monies owed for Lien 1 would be held before the Special Magistrate on February 12, 2024. True and correct copies of the Notice of Hearing and an Affidavit of Mailing and Posting of Notice of Hearing are attached hereto as **Exhibit "H."**

88. On February 12, 2024, a duly noticed foreclosure hearing was held before the Special Magistrate. DEFENDANT was represented at the hearing by its attorney. On or about February 22, 2024, the Special Magistrate entered a Foreclosure Findings of Fact, Conclusions of Law, and Order which authorized the TOWN to foreclose Lien 1 on the SUBJECT PROPERTY. A copy of the Order is attached hereto as **Exhibit "I."**

89. No appeal of the Special Magistrate's Order was filed.

90. On May 6, 2024, DEFENDANT appeared before the TOWN Council and requested a lien reduction as authorized by Section 2-432 of the TOWN of Fort Myers Beach Code of Ordinances.

91. At the May 6, 2024, public hearing before the TOWN Council, DEFENDANT alleged that the $50,000.00 check paid by DEFENDANT released the SUBJECT PROPERTY from the recorded lien. A copy of the check is attached hereto as **Exhibit "A**."

92. The $50,000.00 check DEFENDANT claimed released the SUBJECT PROPERTY from the recorded lien is the same check DEFENDANT delivered to the Town in exchange for a partial release of the code enforcement liens encumbering the I Street Property only.

93. At the May 6, 2024 hearing, DEFENDANT offered to pay $15,000.00 for a release of the liens on the SUBJECT PROPERTY, which at the time had accrued fines in the amount of $1,189,800.00 (with $594,650.00 attributable to Lien 1).

94. The TOWN Council offered to reduce the liens if DEFENDANT paid $247,000.00.

95. The reduced amount of $247,000.00 included a credit for the $50,000.00 previously paid to the Town by DEFENDANT on December 12, 2019.

96. Section 2-432(10) of the TOWN of Fort Myers Beach Code of Ordinances provides, "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 become null and void and the full amount of the lien shall be due and payable."

97. No payment was received by June 5, 2024, and no release has been recorded by the TOWN.

98. Accordingly, the TOWN declares that the fines under the above-referenced Lien 1 remain due and payable and hereby demands payment of the full amount, together with interest, attorney fees, administrative costs, recording, title search expenses for ascertaining necessary parties to this action, and such other expenses as this Court deems just and proper.

99. The TOWN exercises its right to foreclose Lien 1 on the referenced SUBJECT PROPERTY in Code Enforcement Case No. CE15-0167.

100. The interests of DEFENDANT are subordinate and inferior to the right, title, and interest of the TOWN's lien under the above-referenced code compliance case.

WHEREFORE, the TOWN respectfully requests that this Court:

(a) Enter Final Judgment of Foreclosure on the SUBJECT PROPERTY for the full amount due and owing the TOWN pursuant to Lien 1, including the principal, all accrued interest, attorney's fees and costs, and other expenses, minus any credits for payments previously received by TOWN from DEFENDANT, and if such sums are not paid within the time set by the Court, that the SUBJECT PROPERTY be sold to satisfy the amounts owed to the TOWN;

(b) Order that DEFENDANT, and all persons, partnerships, corporations, or entities claiming by, through or under the DEFENDANT since the filing of the Notice of Lis Pendens, be forever barred and foreclosed of any and all right, interest, or claim in and to the SUBJECT PROPERTY;

(c) That the proceeds of any sale resulting therefrom, if any, be applied to reduce the indebtedness due under Lien 1;

(d) Order that DEFENDANT is responsible for Lien 1 and all costs of foreclosure including reasonable attorney's fees incurred by TOWN in this action pursuant to Section 162.10, Florida Statutes, and the TOWN's Code of Ordinances, Article V, Sec. 2-427(d); and

(e) Provide such other and further relief as the Court deems just and proper.

COUNT II
FORECLOSURE OF MUNICIPAL LIEN (CASE NO. CE14-0394)

101. The TOWN repeats and realleges Paragraphs 1 through 65 of the Complaint as if fully set forth herein.

102. This is an action to foreclose a municipal code enforcement lien imposed on the SUBJECT PROPERTY by a Special Magistrate in Code Enforcement Case No. CE14-0394.

103. On or about November 3, 2015, the SUBJECT PROPERTY, 80 Avenue E, was observed with one or more violations of Section 6-111 of the Fort Myers Beach Land Development Code (adopting Section 105.1 of the Florida Building Code) to wit: (1) Remodel done without

permits; and (2) Stairwell constructed without a permit. ("Violation 2") on the SUBJECT PROPERTY

104. At the time Violation 2 was observed, the record owner of the SUBJECT PROPERTY was DIBIASI.

105. On or about November 21, 2015, the TOWN issued a Notice of Violation regarding Violation 2 on the SUBJECT PROPERTY, pursuant to Section 162.12, Florida Statutes, to DIBIASI. The Notice of Violation was mailed to ABSOLUTE via certified mail in accordance with Section 2-429, TOWN of Fort Myers Beach Code of Ordinances. The Notice of Violation required corrective action to be completed within ten (10) days of receipt of the notice and notified ABSOLUTE that the matter would be scheduled for hearing before the TOWN of Fort Myers Beach Special Magistrate if Violation 2 remained uncorrected within the time specified. True and correct copies of the Notice of Violation and proof of mailing are attached hereto as **Exhibit "J."**

106. The property was inspected on or about December 2, 2015, and the violations remained in effect.

107. On December 4, 2015, deed was recorded transferring the SUBJECT PROPERTY from DIBIASI to DIBIASI's business, ABSOLUTE.

108. On or about January 13, 2016, the TOWN mailed a Notice of Hearing to Leo Dibiasi as agent for ABSOLUTE via certified mail, advising that a public hearing concerning Violation 2 would be conducted by the Code Enforcement Special Magistrate on February 24, 2016. True and correct copies of the Notice of Hearing and proof of mailing are attached hereto as **Exhibit "K."**

109. On February 24, 2016, the Special Magistrate for the TOWN held a duly noticed

public hearing related to Violation 2. ABSOLUTE was not present at the hearing. After having considered the sworn testimony, evidence, and arguments presented at the hearing, the Special Magistrate entered a Code Enforcement Order ("Order of Enforcement") finding that remodel work had been performed without a permit and the stairwell had been demolished and built without a permit in violation of Fort Myers Beach Land Development Code Section 6-111 (adopting the Florida Building Code 105.1). A copy of the Order of Enforcement is attached hereto as **Exhibit "L."**

110. In the Order of Enforcement, the Special Magistrate ordered correction of Violation 2 by obtaining a permit for all work performed and passing all subsequent inspections before March 25, 2016, and ordered that failure to comply would result in a fine of $250.00 per day beginning on March 25, 2016, and continuing for each day the violation continues to exist. The Special Magistrate assessed $150.00 in administrative fees.

111. On March 25, 2016, the TOWN conducted a re-inspection of the SUBJECT PROPERTY, and issued an Affidavit of Non-Compliance, providing competent, substantial evidence that the corrective action ordered by the Special Magistrate had not been taken. A true and correct copy of the Affidavit of Non-Compliance is attached hereto as **Exhibit "M."**

112. On or about March 28, 2016, the Affidavit of Non-Compliance was provided to the Special Magistrate.

113. On March 30, 2016, the Special Magistrate executed a Code Enforcement Order Imposing Lien ("Order Imposing Lien"). The Special Magistrate found that the violations still existed on the SUBJECT PROPERTY and that ABSOLUTE failed to comply with its February 24, 2016, Order and failed to pay the $150.00 in administrative costs. The Special Magistrate ordered ABSOLUTE to pay the TOWN a fine of $250.00 per day, beginning on March 25, 2016, and continuing to accrue for each day the violations continued to exist on the SUBJECT

PROPERTY.

114. The Code Enforcement Order Imposing Lien further ordered that, upon recording in the Public Records, the order would constitute a lien against the SUBJECT PROPERTY and any other real or personal property owned by ABSOLUTE for the fine amount and prosecution costs.

115. The Code Enforcement Order Imposing Lien was recorded on April 12, 2016, as Official Records Instrument No. 2016000076125[2] in the Public Records of Lee County, Florida. A true and correct copy of the Order Imposing Lien is attached hereto as **Exhibit "N."**

116. ABSOLUTE did not appeal the Code Enforcement Order Imposing Lien to the Circuit Court within the thirty days allowed pursuant to Section 162.11, Florida Statutes. Therefore, the Code Enforcement Order Imposing Lien is a final, non-appealable order.

117. On or about July 15, 2016, ORLANDINI acquired the SUBJECT PROPERTY.

118. On or about January 13, 2016, the TOWN mailed a Notice of Hearing to ORLANDINI via certified mail, advising that a public hearing concerning Violation 2 would be conducted by the Code Enforcement Special Magistrate on January 17, 2019. True and correct copies of the Notice of Hearing and proof of mailing is attached hereto as **Exhibit "O."**

119. At the January 17, 2019, hearing, the Special Magistrate considered the sworn testimony, evidence, and arguments presented at the hearing. ORLANDINI was present at the hearing and had an opportunity to be heard. The Special Magistrate entered a Code Enforcement Order Imposing Lien ("Fine Certification Order"), finding that ORLANDINI was not in compliance with the February 24, 2016, Order of Enforcement, and that neither the accrued fine

[2] A certified copy of the same was recorded on the same day as No. 2016000076146.

nor the administrative costs imposed by the March 30, 2016, Order Imposing Lien had been paid.

120. The January 17, 2019, Fine Certification Order certified that a fine in the amount of $257,150.00 had accrued and continued to accrue in the amount of $250.00 per day for every day that the property remains in non-compliance with the February 24, 2016, Order of Enforcement.

121. The Fine Certification Order provided that the Order may be recorded in the public records, and if so recorded, the Order shall constitute a lien against the SUBJECT PROPERTY and any other real or personal property owned by ORLANDINI.

122. The Fine Certification Order was recorded on March 27, 2019, as Official Records Instrument No. 20190000067137 in the Public Records of Lee County, Florida. A copy of the Fine Certification Order is attached hereto as **Exhibit "P".**

123. ORLANDINI did not appeal the Fine Certification Order to the Circuit Court within the thirty days allowed pursuant to Section 162.11, Florida Statutes. Therefore, the Fine Certification Order is a final, non-appealable order.

124. Upon recording, the Fine Certification Order became the governing instrument for Lien 2.

125. Pursuant to Fla. Stat. § 162.09(3), the Fine Certification Order, which is hereafter referred to as "Lien 2," constitutes a valid and enforceable lien against the SUBJECT PROPERTY and any other real or personal property owned by Defendant.

126. Lien 2 was recorded in the public records and attached to the SUBJECT PROPERTY at the time ORLANDINI was the owner of record of the Property. Lien 2 is considered to "run with the land" pursuant to Fla. Stat. § 162.09(3) and Florida law. Despite the subsequent change in ownership of the SUBJECT PROPERTY, Lien 2 still encumbers the

SUBJECT PROPERTY and is thus enforceable against DEFENDANT.

127. On April 16, 2024, the TOWN issued an Affidavit of Compliance finding the SUBJECT PROPERTY was in compliance as of September 28, 2022, as a result of Hurricane Ian and the SUBJECT PROPERTY being demolished. A copy of the Affidavit of Compliance is attached hereto as **Exhibit "Q."**

128. Fines accrued between March 25, 2016, and September 28, 2022, for the violation in the amount of $250.00 per day for 2,378 days, equaling a total accrued fine of $594,500.00 plus $150.00 in administrative fees as of September 28, 2022.

129. On May 6, 2024, DEFENDANT appeared before the TOWN Council and requested a lien reduction as authorized by Section 2-432 of the TOWN of Fort Myers Beach Code of Ordinances.

130. At the May 6, 2024, public hearing before the TOWN Council, DEFENDANT alleged that the $50,000.00 check paid by DEFENDANT released the SUBJECT PROPERTY from the recorded lien. A copy of the check is attached hereto as **Exhibit "A**."

131. The $50,000.00 check DEFENDANT claimed released the SUBJECT PROPERTY from the recorded lien is the same check DEFENDANT delivered to the Town in exchange for a partial release of the code enforcement liens encumbering the I Street Property only.

132. At the May 6, 2024, hearing, DEFENDANT offered to pay $15,000.00 for a release of Liens 1, 2, and 3 on the SUBJECT PROPERTY, which at the time had accrued fines in the amount of $1,189,800.00.

133. The TOWN Council offered to reduce the liens if DEFENDANT paid $247,000.00.

134. The reduced amount of $247,000.00 included a credit for the $50,000.00

previously paid to the Town by DEFENDANT on December 12, 2019.

135. Section 2-432(10) of the TOWN of Fort Myers Beach Code of Ordinances provides, "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 become null and void and the full amount of the lien shall be due and payable."

136. No payment was received by June 5, 2024, and no release has been recorded by the TOWN.

137. Section 162.09(3), Florida Statutes, provides that after three months from the filing of any code enforcement lien which remains unpaid, such lien may be foreclosed upon authorization from a code enforcement board or special magistrate.

138. On June 13, 2025, a Notice of Hearing was mailed via certified mail to the current owner, DEFENDANT, and a copy of the Notice was posted on the SUBJECT PROPERTY, advising that a public hearing to authorize the TOWN to foreclose and collect the outstanding monies owed for Lien 2 would be held before the Special Magistrate on July 10, 2025. A true and correct copy of the Notice of Hearing is attached hereto as **Exhibit "R"**.

139. Although the hearing was originally scheduled for July 10, 2025, it was continued at DEFENDANT's request to September 12, 2025, and thereafter continued multiple additional times at DEFENDANT's request before ultimately being held on February 4, 2026. In requesting those continuances, DEFENDANT waived any further notice of the rescheduled hearing dates. A true and correct copy of the Town's most recent Affidavit of Notice and Posting is attached hereto as **Exhibit "S"**. True and correct copies of DEFENDANT's most recent Motion for Continuance and the corresponding Order of Continuance evidencing DEFENDANT's request for continuance

and waiver of further notice are attached hereto as **Exhibit "T"** and **Exhibit "U"** respectively.

140. On February 4, 2026, a duly noticed foreclosure hearing was held before the Special Magistrate. DEFENDANT was represented at the hearing by its attorneys. On or about February 20, 2026, the Special Magistrate entered a Foreclosure Findings of Fact, Conclusions of Law, and Order which authorized the TOWN to foreclose Lien 2 on the SUBJECT PROPERTY. A copy of the Order is attached hereto as **Exhibit "V."**

141. Pursuant to the Foreclosure Findings of Fact, Conclusions of Law, and Order entered in CE14-0394, "[B]etween March 12, 2019 and September 28, 2022, the Property remained in violation for another 1,296 days, accruing a fine of $250.00 per day, equaling $324,000.00. Combined with the $257,150.00 that had accrued as of the March 12, 2019 Order, and the $150.00 administrative costs, the fine totals $581,300.00."

142. Moreover, the Special Magistrate credited $50,000.00 toward the balance of Lien 2 based on DEFENDANT's payment of $50,000.00 on or about December 12, 2019, made in exchange for a partial release of the code enforcement liens encumbering the I Street Property only. A copy of the check is attached hereto as **Exhibit "A."**

143. Therefore, pursuant to the Foreclosure Findings of Fact, Conclusions of Law, and Order entered in CE14-0394, the outstanding fine owed under Lien 2 in CE14-0394 is $531,300.00.

144. Pursuant to Section 162.10, Florida Statutes, the total amount due to satisfy the lien is the amount of the fine, together with, but not limited to, the cost of serving notice, advertising, recording the Final Order, reasonable attorney's fees and costs, and collection costs.

145. Accordingly, the TOWN declares that the fines under the above-referenced Lien 2 remain due and payable and hereby demands payment of the full amount, together with interest,

attorney fees, administrative costs, recording, title search expenses for ascertaining necessary parties to this action, and such other expenses as this Court deems just and proper.

146. The TOWN exercises its right to foreclose Lien 2 on the referenced SUBJECT PROPERTY in Code Enforcement Case No. CE14-0394.

147. The interests of DEFENDANT are subordinate and inferior to the right, title, and interest of the TOWN's lien under the above-referenced code compliance case.

WHEREFORE, the TOWN respectfully requests that this Court:

(f) Enter Final Judgment of Foreclosure on the SUBJECT PROPERTY for the full amount due and owing the TOWN pursuant to Lien 2, including the principal, all accrued interest, attorney's fees and costs, and other expenses, minus any credits for payments previously received by TOWN from DEFENDANT, and if such sums are not paid within the time set by the Court, that the SUBJECT PROPERTY be sold to satisfy the amounts owed to the TOWN;

(g) Order that DEFENDANT, and all persons, partnerships, corporations, or entities claiming by, through or under the DEFENDANT since the filing of the Notice of Lis Pendens, be forever barred and foreclosed of any and all right, interest, or claim in and to the SUBJECT PROPERTY;

(h) That the proceeds of any sale resulting therefrom, if any, be applied to reduce the indebtedness due under Lien 2;

(i) Order that DEFENDANT is responsible for Lien 2 and all costs of foreclosure including reasonable attorney's fees incurred by TOWN in this action pursuant to Section 162.10, Florida Statutes, and the TOWN's Code of Ordinances, Article V, Sec. 2-427(d); and

(j) Provide such other and further relief as the Court deems just and proper.

COUNT III
FORECLOSURE OF MUNICIPAL LIEN (CASE NO. CE17-0065)

148. Plaintiff repeats and realleges Paragraphs 1 through 65 of the Complaint as if fully set forth herein.

149. This is an action to foreclose on a municipal code enforcement lien entered against the SUBJECT PROPERTY in Case No. CE17-0065.

150. On or about February 3, 2017, the TOWN observed that the SUBJECT PROPERTY had one or more violations of the Fort Myers Beach Land Development Code, to wit: Work without permit – building C ("Violation 3").

151. At the time of the observed Violation 3, the record owner of the SUBJECT PROPERTY was Joseph B. ORLANDINI ("ORLANDINI").

152. On or about February 9, 2017, the TOWN issued a Notice of Violation regarding Violation 3 on the SUBJECT PROPERTY, 80 Avenue E, pursuant to Section 162.12, Florida Statutes, to ORLANDINI. The Notice of Violation was mailed via certified mail posted on the SUBJECT PROPERTY in accordance with Section 2-429, TOWN of Fort Myers Beach Code of Ordinances. The Notice of Violation required corrective action by securing the appropriate permits and associated inspections within 14 days of receipt of the Notice and notified ORLANDINI that the matter would be scheduled for hearing before the TOWN of Fort Myers Beach Special Magistrate if Violation 3 remained uncorrected after 14 days. A true and correct of the Notice of Violation is attached hereto as **Exhibit "W."**

153. On or about June 16, 2017, the TOWN mailed a Notice of Hearing to ORLANDINI via certified mail, advising that a public hearing concerning Violation 3 would be conducted by the Code Enforcement Special Magistrate on July 26, 2017. A true and correct copy of the Notice of Hearing is attached hereto as **Exhibit "X."**

154. At the July 26, 2017, hearing, following the presentation of evidence and testimony from the Code Enforcement Officer and ORLANDINI, The Special Magistrate entered a Code Enforcement Order finding that paver work had been done on the SUBJECT PROPERTY without a permit in violation of Fort Myers Beach Land Development Code Section 1—101(a). A true and correct copy of the Code Enforcement Order is attached hereto as **Exhibit "Y."**

155. The July 26, 2017, Code Enforcement Order required ORLANDINI to correct Violation 3 by securing the required permits, passing the required inspections, and obtaining a Limited Development Review Order before August 30, 2017, and ordered that failure to comply would result in a fine of $150.00 per day beginning on August 30, 2017, and continuing for each day the violation continued to exist. The July 26, 2017, Code Enforcement Order also assessed $175.00 in administrative costs.

156. The July 26, 2017, Code Enforcement Order was recorded on March 1, 2018, at Official Records Instrument No. 2018000049665, in the public records of Lee County, Florida.

157. On or about May 30, 2019, the TOWN mailed a Notice of Hearing to ORLANDINI via certified mail and posted a Notice of Hearing on the SUBJECT PROPERTY. The Notice of Hearing advised that a public hearing to consider entering an order imposing a fine and lien against the SUBJECT PROPERTY for the uncorrected Violation 3 would be conducted by the Code Enforcement Special Magistrate on June 20, 2019. True and correct copies of the Notice of Hearing and proof of mailing is attached hereto as **Exhibit "Z."**

158. At the June 20, 2019, hearing, following the presentation of evidence and testimony from the Code Enforcement Officer and ORLANDINI, the Special Magistrate executed a Code Enforcement Order Imposing Lien. The Special Magistrate found that it took ORLANDINI 310 days to comply with the Code Enforcement Order and bring the SUBJECT PROPERTY into

compliance, and that ORLANDINI failed to pay the accrued fine in the amount of $46,500.00 and the $175.00 in administrative costs.

159. Although the Special Magistrate certified that a fine of $46,675.00 had accrued, the Special Magistrate reduced the fine to $500.00 based on evidence of mitigating circumstances presented by ORLANDINI.

160. The Code Enforcement Order Imposing Lien ordered that, upon recording in the Public Records, the order would constitute a lien against the SUBJECT PROPERTY and any other real or personal property owned by ORLANDINI for the fine amount of $500.00.

161. The Code Enforcement Order Imposing Lien was recorded on July 9, 2019, as Official Records Instrument No. 2019000160404 in the public records of Lee County, Florida. A true and correct copy of the Code Enforcement Order Imposing Lien is attached hereto as **Exhibit "AA."**

162. ORLANDINI did not appeal the Code Enforcement Order Imposing Lien to the Circuit Court within the thirty days allowed pursuant to Section 162.11, Florida Statutes. Therefore, the Code Enforcement Order Imposing Lien is a final, non-appealable order.

163. Pursuant to Fla. Stat. § 162.09(3), the Code Enforcement Order Imposing Lien, which is hereafter referred to as "Lien 3," constitutes a valid and enforceable lien against the SUBJECT PROPERTY.

164. Lien 3 was recorded in the public records and attached to the SUBJECT PROPERTY at the time ORLANDINI was the owner of record of the SUBJECT PROPERTY. Lien 3 is considered to "run with the land" pursuant to Fla. Stat. § 162.09(3) and Florida law. Despite the subsequent change in ownership of the SUBJECT PROPERTY, Lien 3 still encumbers the SUBJECT PROPERTY and is thus enforceable against DEFENDANT.

165. On April 16, 2024, the TOWN issued an Affidavit of Compliance finding the SUBJECT PROPERTY to be in compliance as of September 28, 2022, as a result of Hurricane Ian and the SUBJECT PROPERTY being demolished. A copy of the Affidavit of Compliance is attached hereto as **Exhibit "BB."**

166. As of the date of this Amended Complaint, the total amount owed on Lien 3 is $500.00.

167. The amount due for Lien 3 remains unpaid, together with interest, attorney fees, administrative costs, recording, and title search expenses for ascertaining necessary parties to this action.

168. Section 162.09(3), Florida Statutes, provides that after three months from the filing of any code enforcement lien which remains unpaid, such lien may be foreclosed upon authorization from a code enforcement board or special magistrate.

169. On January 30, 2024, a Notice of Hearing was mailed via certified mail to the current owner, DEFENDANT, and posted a copy of the Notice on the SUBJECT PROPERTY, advising that a public hearing to authorize the TOWN to foreclose and collect the outstanding monies owed for Lien 3 would be held before the Special Magistrate on February 12, 2024. True and correct copies of the Notice of Hearing and an Affidavit of Mailing and Posting of Notice of Hearing are attached hereto as **Exhibit "H."**

170. On February 12, 2024, a duly noticed foreclosure hearing was held before the Special Magistrate. DEFENDANT was represented at the hearing by its attorney. On or about February 22, 2024, the Special Magistrate entered a Foreclosure Findings of Fact, Conclusions of Law, and Order in which the TOWN authorized to foreclose Lien 3 on the SUBJECT PROPERTY. A copy of the Order is attached hereto as **Exhibit "I."**

171. No appeal of the Special Magistrate's Order was filed.

172. On May 6, 2024, DEFENDANT appeared before the TOWN Council and requested a lien reduction as authorized by Section 2-432 of the TOWN of Fort Myers Beach Code of Ordinances.

173. At the May 6, 2024 public hearing before the TOWN Council, DEFENDANT alleged that the $50,000.00 check paid by DEFENDANT released the SUBJECT PROPERTY from the recorded lien and offered to pay $15,000.00 for a release of the liens on the SUBJECT PROPERTY, which at the time had accrued fines in the amount of $1,189,800.00 (with $500.00 attributable to Lien 3).

174. The TOWN Council offered to reduce the lien if DEFENDANT paid $247,000.00.

175. The reduced amount of $247,000 included a credit for the $50,000 previously paid to the Town by DEFENDANT on December 12, 2019.

176. Section 2-432(10) of the TOWN of Fort Myers Beach Code of Ordinances provides, "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."

177. No payment was received by June 5, 2024, and no release has been recorded by the TOWN.

178. Accordingly, the TOWN declares that the fines under the above-referenced Lien 3 remains due and payable and hereby demands payment of the full amount, together with interest, attorney fees, administrative costs, recording, title search expenses for ascertaining necessary parties to this action, and such other expenses as this Court deems just and proper.

179. The TOWN exercises its right to foreclose the Lien 3 on the referenced SUBJECT PROPERTY in Code Enforcement Case No. CE17-0065.

180. The interest of DEFENDANT is subordinate and inferior to the right, title, and interest of the TOWN's lien under the above-referenced code compliance case.

WHEREFORE, the TOWN respectfully requests that this Court:

(a) Enter Final Judgment of Foreclosure on the SUBJECT PROPERTY for the full amount due and owing the TOWN pursuant to Lien 3, including the principal, all accrued interest, attorney's fees and costs, and other expenses, minus any credits for payments previously received by the TOWN from DEFENDANT, and if such sums are not paid within the time set by the Court, that the SUBJECT PROPERTY be sold to satisfy the amounts owed to the TOWN;

(b) Order that DEFENDANT, and all persons, partnerships, corporations or entities claiming by, through, or under the DEFENDANT since the filing of the Notice of Lis Pendens, be forever barred and foreclosed of any and all right, interest, or claim in and to the SUBJECT PROPERTY;

(c) That the proceeds of any sale resulting therefrom, if any, be applied to reduce the indebtedness due under Lien 3;

(d) Order that DEFENDANT is responsible for Lien 3 and all costs of foreclosure including reasonable attorney's fees incurred by TOWN in this action pursuant to Section 162.10, Florida Statutes, and the TOWN's Code of Ordinances, Article V, Sec. 2-427(d); and

(e) Provide such other and further relief as the Court deems just and proper.

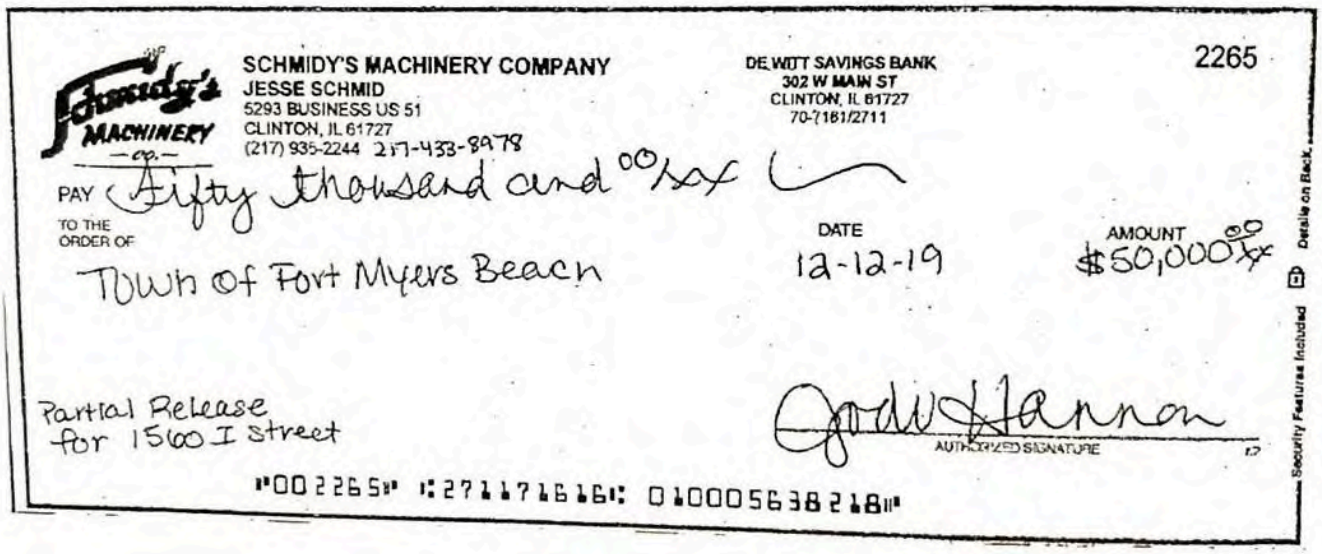
/s/ Paul Waters
PAUL WATERS, ESQ.
Florida Bar No. 817651
GRETCHEN R.H. VOSE, ESQ.

Florida Bar No. 169913
NANCY STUPARICH, ESQ.
Florida Bar No. 0646342
CHLOE BERRYMAN, ESQ.
Florida Bar No. 1032129
Vose Law Firm, LLP
324 W. Morse Blvd.
Winter Park, FL 32789
Telephone (407) 645-3735
Facsimile (407) 628-5670
paul@voselaw.com
cdarcy@voselaw.com
mguidone@voselaw.com
Attorneys for Town of Fort Myers Beach, Florida

DeWitt Savings Bank

Account Number:	100056382
Capture Date:	December 13, 2019
Item Number:	5250001234270
Posted Date:	December 13, 2019
Posted Item Number:	600219
Serial Number:	2265
Amount:	50,000.00
BOFD Return RT:	067016325
BOFD Sequence:	461154912

SCHMIDY'S MACHINERY
5293 BUSINESS US 51
CLINTON IL 61727



SCHMIDY'S MACHINERY COMPANY
JESSE SCHMID
5293 BUSINESS US 51
CLINTON, IL 61727
(217) 935-2244 217-433-8978

DE WITT SAVINGS BANK
302 W MAIN ST
CLINTON, IL 61727
70-7161/2711

2265

PAY TO THE ORDER OF: Fifty thousand and 00/xx

Town of Fort Myers Beach

DATE: 12-12-19

AMOUNT: $50,000.00

Partial Release
for 1500 I Street

AUTHORIZED SIGNATURE

"002265" ⑆271471616⑆ 010005638218"

Details on Back. Security Features Included

PAY TO THE ORDER OF
FIRST FLORIDA INTEGRITY BANK
067016325
FOR DEPOSIT ONLY
TOWN OF FORT MYERS BEACH
OPERATING ACCT 1101656

Town of Fort Myers Beach

CODE COMPLIANCE
2523 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239)765-0591

7/14/2015

CASE NUMBER: **CE15-0167**
Certified Mail: 7014 2870 0000 6232 3267
Posted Property: 7/14/15

DIBIASI LEO J + DIBIASI LEO J
12071 MCGREGOR BLVD
FORT MYERS, FL 33919

SITE ADDRESS: **80 AVENUE E**
PARCEL STRAP NO: **194624W40070A0020**

NOTICE OF VIOLATION

YOU ARE HEREBY NOTIFIED that an inspection of the above-referenced property on ***4/16/15*** by Lee County Building Inspector, William Sammons, per 2013-2015 interlocal agreement with Lee County, indicates that violation(s) of the following Town Codes currently exist on said property (see attached report):

- Town of Fort Myers Beach LDC, Chapter 6 Section 111: Adoptions; amendments, adopting the Florida Building Code as amended. Florida Building Code section:

  103.5 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical, or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and must be abated by repair and rehabilitation or by demolition in accordance with the provisions of the Unsafe Building Abatement Code (see article I of this chapter).

You are hereby directed to abate or remedy these violations on or before ***8/4/15 (15 Days*** .

The violation(s) can be abated or corrected by taking the following actions:

- Premises must be vacated.
- Remove ladder.
- Obtain a permit to replace deck and stairs and pass all subsequent inspections.

Town of Fort Myers Beach

CODE COMPLIANCE
2523 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239)765-0591

ONCE YOU HAVE ABATED OR CORRECTED THE VIOLATIONS, IT IS YOUR OBLIGATION TO NOTIFY CODE ENFORCEMENT SO THAT THE PROPERTY CAN BE INSPECTED BY A CODE OFFICER TO VERIFY THAT THE VIOLATION(S) HAVE BEEN ABATED OR CORRECTED ON OR BEFORE THE ABOVE-SPECIFIED COMPLIANCE DATE.

If you fail to correct the violation(s) by the date specified above, or if the violation(s) is (are) abated and reoccur(s), the case may be scheduled for hearing before the Town of Fort Myers Beach Special Magistrate. The Code Enforcement Division may, in their discretion, schedule the case for a hearing and seek a finding of a violation by the Special Magistrate even if you have corrected the violation prior to the time set for the hearing.

You will be provided with a Notice of Hearing specifying the date, time and location of the hearing if one is scheduled. Please be aware that under Florida Statutes, Chapter 162 and Town of Fort Myers Beach Land Development Code, Section 2-427(b), a fine of up to $250.00 per day for the first violation or $500.00 per day for a repeat violation may be imposed for each day the violation continues to exist past the date set for compliance by the Special Magistrate. If the Special Magistrate finds that a violation is irreparable or irreversible in nature, a fine of up to $5,000.00 per violation may be imposed. The Special Magistrate may also assess the costs of prosecution of the case against you and you may be required to pay those fees, even if the violation has been corrected prior to the hearing.

Please contact the Town of Fort Myers Beach Code Enforcement Division at (239) 765-0202 if you have any questions concerning this Notice of Violation.

Respectfully,

MOLLY JACOBS
Code Enforcement Officer
Town of Fort Myers Beach

80 Ave E
CE15-0167
Unsafe Deck

7014 2870 0000 6232 3267

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage

FORT MYERS BEACH
JUL 14 2015
FL - USPS 33931
Postmark Here

Sent To
Street & Apt. No. or PO Box No.
City, State, ZIP

Leo Dibiasi
12071 McGregor Blvd
Fort Myers, FL 33919

PS Form 3800, July 2014

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Leo Dibiasi
12071 McGregor Blvd
Fort Myers, FL 33919

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
7/15/15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

7-16-15

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7014 2870 0000 6232 3267

PS Form 3811, July 2013 Domestic Return Receipt

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0591

1/13/2016

Case Number:	CE15-0167
Certified Mail:	7015 2660 0000 4352 0477
Regular Mail:	1/13/16

TOWN OF FORT MYERS BEACH
Petitioner

vs.

Absolute Best Rate Rentals LLC
12071 McGregor Ave.
Fort Myers Beach, FL 33919

SITE ADDRESS: **80 Ave E, Fort Myers Beach**
PARCEL STRAP NO: **19-46-24-W4-0070A.0020**

NOTICE OF CODE ENFORCMENT HEARING

YOU ARE HEREBY NOTIFIED that, pursuant to Chapter 2, Article V of the Town of Fort Myers Beach Land Development Code, the undersigned Code Enforcement Officer has documented that (an) uncorrected violation(s) of one or more codes of the Town of Fort Myers Beach, as described in the **NOTICE OF VIOLATION**, previously provided to you, exists on the above-described property. A Hearing before the Town's Code Enforcement Special Magistrate concerning the violation(s) has, therefore, been scheduled for:

the 24th day of February, 2016 at 9:00 A.M. in the Council Chambers at Town Hall, locate at 2525 Estero Boulevard, Fort Myers Beach, Florida.

A copy of the previously issued **NOTICE OF VIOLATION** was sent to the previous owner and is attached hereto and incorporated herein by reference.

NO ADDITIONAL NOTICE OF THE HEARING WILL BE PROVIDED TO YOU. If you fail to attend this hearing, the Code Enforcement Special Magistrate will consider the case, even though you are not present, and may assess fines or take other actions that will affect your rights. If you believe you have come into compliance, it is **your** responsibility to contact the Code Enforcement Division so that an inspection can be performed to determine compliance.

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0591

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Notice of Hearing, has been furnished by certified mail, posting at Town Hall, and regular mail to Absolute Best Rate Rentals LLC.

Molly Jacobs
Code Enforcement Officer
Town of Fort Myers Beach

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE MAY NEED TO ENSURE AT THEIR OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE TOWN CLERK FOR THE TOWN OF FORT MYERS BEACH, 2525 ESTERO BLVD. FORT MYERS BEACH, FL 33931, TELEPHONE NUMBER (239) 765-0202 EXT 1400, WITHIN 2 WORKING DAYS PRIOR TO THE MEETING DATE.

80 Ave E
CE15-0167
NOH
Unsafe Dec

7015 1660 0000 4352 0477

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage
$

Sent To
Street and Apt
City, State, Zi

Postmark Here

FORT MYE
JAN 14 2016
FL 339

Leo Dibiasi
Agent For: Absolute Best Rate Rentals
12071 McGregor Blvd
Fort Myers, FL 33919

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1.

Leo Dibiasi
Agent For: Absolute Best Rate Rentals
12071 McGregor Blvd
Fort Myers, FL 33919

9590 9403 0223 5146 6961 82

2. Article Number (Transfer from service label)
7015 1660 0000 4352 0477

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
1-16-16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED BY
JAN 19 2015
FORT MYERS BRANCH

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

1-19-16

PARCEL #: 19-46-24-W4-0070A.0020

SPACE ABOVE RESERVED FOR RECORDING

BEFORE THE SPECIAL MAGISTRATE FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA,

CASE NO. CE15-0167

Petitioner,

v.

ABSOLUTE BEST RATE RENTALS, LLC,

Respondent(s)
_____/

CODE ENFORCEMENT ORDER

THIS CAUSE came on for public hearing on February 24, 2016, before the undersigned Special Magistrate for the Town of Fort Myers Beach, with the Respondent, ABSOLUTE BEST RATE RENTALS, LLC, not present. Having considered the sworn testimony, evidence and arguments presented, the Special Magistrate finds and decides as follows:

A. FINDINGS OF FACT

1. The Respondent is the owner, lessee, responsible entity or otherwise in charge of or responsible for the subject property.

2. The Respondent received notice of the alleged existence of a certain condition on the property described herein, and that such condition constituted a violation of a Town of Fort Myers Beach Ordinance.

3. The notice given to the Respondent specified that certain actions to abate the alleged violation were to be taken by a time certain, but Respondent failed to complete such actions timely.

4. The following condition exists on the subject property, as reported by Petitioner, at 80 Avenue East, Bldg B, Fort Myers Beach, FL 33931:

PROPERTY IS OCCUPIED AND DOES NOT HAVE A PERMIT FOR REPLACEMENT OF MAIN INGRESS/EGRESS IN VIOLATION OF TOWN OF FORT MYERS BEACH LDC 6-111 (ADOPTING THE FLORIDA BUILDING CODE 103.5).

5. Petitioner has incurred administrative costs and expenses in the amount of **$150.00** in the prosecution of this case.

B. CONCLUSION OF LAW

1. Respondent, by reason of the foregoing, is in violation of Town of Fort Myers Beach LDC 6-111 (ADOPTING THE FLORIDA BUILDING CODE 103.5).

2. The costs incurred herein shall constitute a legal debt against the Respondent, pursuant to Section 162.09, Florida Statutes, which is due and owing to the Petitioner as of the date of this Order.

C. ORDER

WHEREFORE IT IS ORDERED that Respondent shall:

1. Correct or abate the aforesaid violation in the following manner **PRIOR TO** the date listed below:

   OBTAIN A PERMITS FOR WORK DONE AND PASS ALL INSPECTIONS.

   In the event that the said violation is not corrected or abated as indicated above **PRIOR TO MARCH 25, 2016**, a fine of **$250.00 per day** shall be imposed against Respondent, beginning on that date and continuing for each day that the aforesaid violation continues to exist.

   When the violation has been abated, Respondent **MUST CALL CODE ENFORCEMENT AT 239-765-0202 AND REQUEST A RE-INSPECTION.**

2. Reimburse the Petitioner for costs set out in Paragraph A(5) above.

   In the event the costs awarded herein are not paid prior to MARCH 25, 2016, these costs may become a lien against the Respondent, upon being recorded in the Public Records of Lee County, even if the violation has been abated in accordance with this Order.

   Failure to abate this violation as set forth herein could result in the accrual of additional administrative costs and expenses.

   Payment of administrative costs and fines: Checks should be made payable to "Town of Fort Myers Beach" and mailed to:

Town of Fort Myers Beach
Attention: Code Enforcement
2525 Estero Boulevard
Fort Myers Beach, FL 33931.

Please include a case number on the check.

Non-compliance with the terms of this Order will result in the imposition of a lien against all real and personal property of Respondent, and could result in a lien foreclosure action.

DONE AND ORDERED at Town of Fort Myers Beach Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Lee County, Florida on February 24, 2016.

Special Magistrate of Lee County, Florida
in and for the Town of Fort Myers Beach

APPEAL: An aggrieved party may appeal an Order of the Special Magistrate of Lee County to the 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.

REHEARING: Either the Town or the violator may request a rehearing of the decision of the Special Magistrate. A request for rehearing will be made in writing, and will be filed with the clerk within ten (10) business days of the Special Magistrate's execution of the Order. A request for the rehearing will be based only on the grounds that the decision was contrary to the evidence or that the hearing involved an error on a ruling of law that was fundamental to the decision of the Special Magistrate. The written request for rehearing will specify the precise reasons therefore. The Special Magistrate will make a determination as to whether or not to rehear the matter and his decision will be made at a public hearing. If the Special Magistrate determines that he will grant a rehearing, he may: schedule a hearing where the parties will be given the opportunity to present evidence or argument limited to the specific reasons for which the rehearing was granted; or modify or reverse the prior Order, without receiving further evidence, providing the change is based on a finding that the prior decision of the Special Magistrate resulted from a ruling on a questions of law which the Special Magistrate has been informed was an erroneous ruling.

Until a request for rehearing has been denied or otherwise disposed of, the Order of the Special Magistrate will be stayed and the time for taking an appeal, pursuant to this section, will not commence to run until the date upon which the Special Magistrate has finally disposed of the request for rehearing by denying the same or otherwise.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been sent by U.S. mail, interoffice mail or hand delivery to the Town of Fort Myers Beach and Attorney for the Town of Fort Myers Beach and by U.S. mail to:

Absolute Best Rate Rentals LLC
c/o Leo J. Dibiasi, Registered Agent
12071 McGregor Blvd.
Fort Myers, FL 33919

Stacy Hartman 2/26/14
Assistant to the Special Magistrate for the
Town of Fort Myers Beach, Florida

Town of Fort Myers Beach

AFFIDAVIT OF NON-COMPLIANCE

2523 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239)765-0591

TOWN OF FORT MYERS BEACH Case Number: **CE15-0167**

(Petitioner)

vs.

Absolute Best Rate Rentals LLC
12071 McGregor Ave.
Fort Myers, FL 33919
(Respondent)

STATE OF FLORIDA, COUNTY OF LEE

I, **Molly Jacobs**, Code Enforcement Officer for the Town of Fort Myers Beach, offer the following:

1. That on **2/24/2016**, the Code Enforcement Special Magistrate held a public hearing and issued an Order finding the property listed to be in violation of said code.

2. That, pursuant to said Order, Respondent(s) was to have taken certain corrective action on or before **3/25/2016**.

3. That a re-inspection was performed at **80 Ave E (bldg. B)** on **3/25/2016**

4. That re-inspection revealed the property to still be in violation of said code.

5. The corrective action ordered by the Code Enforcement Special Magistrate has not been taken by the property owner.

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

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of March 20__, by Molly Jacobs, Code Enforcement Officer for the Town of Fort Myers Beach, who __is/are personally known to me or _____ who has/have produced _____ as identification.

PATRICIA E PREVOST
Notary Public - State of Florida
Commission # FF 205718
My Comm. Expires Mar 3, 2019
Bonded through National Notary Assn.
(Notary Seal)

NOTARY PUBLIC
Print Name: Patricia E Prevost
Commission No: FF 205718
Commission Exp: 3-3-2019

Molly Jacobs
Code Enforcement Officer
Town of Fort Myers Beach

\\fmb-dc1\folders 2\community development\address folders\avenue e\80 avenue e\code enforcement\80 ave e_ce15-0167_unsafe building\80 ave e_magistrate_unsafe_022416\80 ave e_aff non-compliance_032516.doc

INSTR # 2016000076124, Doc Type LI, Pages 2, Recorded 04/12/2016 at 12:25 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy Clerk ALUCKEY

PARCEL #: 19-46-24-W4-0070A.0020

THIS SPACE FOR RECORDING

BEFORE THE SPECIAL MAGISTRATE OF
FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA	:	
Petitioner,	:	CASE NO.: CE15-0167
vs.	:	
ABSOLUTE BEST RATE RENTALS, LLC Respondent.	:	

CODE ENFORCEMENT ORDER TO IMPOSE LIEN

THIS CASE was first heard by the undersigned Lee County Hearing Examiner at a public hearing on February 24, 2016, after which an Order was entered which found that a violation existed on the subject property and required the Respondent, ABSOLUTE BEST RATE RENTALS, LLC, as the responsible person or entity to complete certain actions that would abate the violation by a date certain or face the imposition of a specified fine. The subject property is more particularly described as follows:

CRESCENT BEAACH
BLK: A PB: 4 PG: 45 LOT 2

Said legal description is obtained from the Trustee's Deed recorded at Official Record Book Instrument Number 2015000260051, in the Public Records of Lee County, Florida.

On March 28, 2016, written competent and convincing evidence was provided that the violation had not been abated in accord with the above Order, and the Special Magistrate therefore finds and decides:

1. That the above-noted Order has not been complied with; and

2. That the violation of the Town of Fort Myers Beach Land Development Code (LDC) Section 6-111 still exists on the subject property; and

3. That the Respondent has not paid the prosecution costs in the amount of $150.00 which are now due and owing to the Petitioner per Chapter 162, Florida Statutes.

IT IS ORDERED that Respondent pay to the Town of Fort Myers Beach a fine of $250.00 per day, beginning on March 25, 2016, and continuing for each and every day that the aforesaid violation exists and continues on the property locate, as reported by the Petitioner at 80 Avenue E (Bldg. B), Fort Myers Beach, FL 33931.

Upon recording in the Public Records, this Order shall constitute a lien for the fine amount against all real and personal property of Respondent, including, but not limited to, the above-referenced property and subsequent foreclosure of such lien may result in the loss of such property. The prosecution costs awarded herein may also become a lien against Respondent, upon recording, pursuant to Chapter 162, Florida Statutes.

RESPONDENT MUST CONTACT TOWN OF Fort Myers BEACH CODE ENFORCEMENT AT 239-765-0202 TO REQUEST A REINSPECTION FOR DETERMINATION

OF COMPLIANCE. RESPONDENT IS ADVISED THAT NUMEROUS PHONE CALLS MAY BE NECESSARY TO ENSURE CONTACT WITH THE CODE ENFORCEMENT OFFICER.

Payment of administrative costs and fines: Checks should be made payable to "Town of Fort Myers Beach" and mailed to:

Town of Fort Myers Beach
Attention: Code Enforcement
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Please include a case number on the check.

DONE AND ORDERED at Town of Fort Myers Beach Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Lee County, Florida on March 30, 2016.

Special Magistrate of Lee County, Florida
in and for the Town of Fort Myers Beach

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been sent by interoffice mail or hand delivery to the Town of Fort Myers Beach and Attorney for the Town of Fort Myers Beach; and by U.S. mail to:

Absolute Best Rate Rentals LLC
c/o Leo J. Dibiasi, Registered Agent
12071 McGregor Blvd.
Fort Myers, FL 33919

Stacy Hartman
Assistant to the Special Magistrate for the Town of Fort Myers Beach, Florida

FMBgov.com
Dan Allers, Mayor | Jim Atterholt, Vice Mayor | John R. King, Council Member | Scott Safford, Council Member | Karen Woodson, Council Member

Instrument Prepared by and Return to:

Town of Fort Myers Beach Code Enforcement

2731 Oak Street

Fort Myers Beach, Florida 33931

TOWN OF FORT MYERS BEACH, FLORIDA

CODE ENFORCEMENT

AFFIDAVIT OF COMPLIANCE

STATE OF FLORIDA)
COUNTY OF LEE)

BEFORE ME, the undersigned authority, personally appeared Thomas Yozzo, Code Enforcement Manager for the Town of Fort Myers Beach, FL, who after being duly sworn, deposes and says:

1. On the 24th day of February, 2016, ABSOLUTE BEST RATE RENTALS, LLC. (property owners) were found in violation of the Town of Fort Myers Beach Ordinance No. 103.5, (For maintaining of unsafe buildings, structures and/or service systems) at the property located at 80 Avenue E, Fort Myers Beach, FL 33931 ("Subject Property") by virtue of a Code Enforcement Order by the Special Magistrate in CE Case No. CE15-0167, which was adjudicated on the 28th day of March, 2016.

FMBgov.com

Dan Allers, Mayor | Jim Atterholt, Vice Mayor | John R. King, Council Member | Scott Safford, Council Member | Karen Woodson, Council Member

2. The Order was recorded as Instrument No. 2016000076124 on the 12th day of April, 2016 in the public records of Lee County, Florida.
3. ABSOLUTE BEST RATE RENTALS, LLC. was given 30 days to come into compliance with the Special Magistrate's Order, which was on or before the 25th day of March, 2016.
4. According to available records in possession of the Town of Fort Myers Beach, a desk inspection of the Subject Property was performed by a Code Enforcement Officer on the 4th day of April, 2024 and the Subject Property was found in compliance on the 28th day of September, 2022 due to hurricane Ian and the property being demoed.

5. No further action has been taken by the Town of Fort Myers Beach regarding this violation, which was corrected as stated above.

6. Code Enforcement Case No. CE15-0167 will be closed upon payment of $594,650.00 lien in full.

7. I have personal knowledge of all these facts based on my review of records in possession of the Town of Fort Myers Beach, Florida.

FMBgov.com

Dan Allers, Mayor | Jim Atterholt, Vice Mayor | John R. King, Council Member | Scott Safford, Council Member | Karen Woodson, Council Member

FURTHER AFFIANT SAYETH NOT.

Signed on this 16 day of April, 2024.

Yozzo, Thomas W
Print Name

Signature

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of April, 2024 by Thomas Yozzo, as _____, who is personally known to me or has produced _____ as identification.

ASHLEY SHEPARD
Commission # HH 253125
Expires April 14, 2026

Signature of Notary

Ashley Shepard
(Name typed, printed or stamped)

My Commission expires: April 14, 2026

FMBgov.com

Please Note: Florida has very broad public records laws. Most written communications to and from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Any and all communications may be subject to public disclosure.

BEFORE THE SPECIAL MAGISTRATE
TOWN OF FT. MYERS BEACH, FLORIDA

TOWN OF FT. MYERS BEACH,

Petitioner,

v.

WHITE SAND PROPERTIES OF FORT MYERS BEACH, LLC,

Respondent.

_____/

Case Nos. CE15-0167, CE14-0394, CE17-0065
Property Address: 80 Ave E

AFFIDAVIT OF MAILING AND POSTING OF NOTICE OF HEARING (FORECLOSURE AUTHORIZATION)

STATE OF FLOIRDA
COUNTY OF LEE

Before me, the undersigned authority, personally appeared Bill Stout, a Code Enforcement Officer for the Town of Ft. Myers Beach, who after being duly sworn, deposes and says:

1. That I am a resident of Lee County, Florida, and over the age of 21.

2. That on the 30th day of January, 2024, I mailed a copy of a Notice of Hearing to Authorize Foreclosure of a Code Enforcement Lien ("Notice"), to be held before the Special Magistrate on the 12th day of February, 2024, by first class certified United States mail, return receipt requested and Priority Mail Express to White Sand Properties of Fort Myers Beach, LLC at 415 Palermo Cir., Fort Myers Beach, FL 33931 and to Steven A Ramunni, the registered agent listed with the Florida Division of Corporations, at 110 N Main Street, Labelle, FL 33935. Copies of the Notices are attached as Exhibit AA.

3. That as of the date of this Affidavit, the certified mail and priority mail express sent to the property owner has either been refused or delivery could not be completed.

That as of the date of this Affidavit, a return receipt of the certified mailing and receipt of the priority mail express has been received by the registered agent, a copy of which is attached as Exhibit BB.

4. That I posted a copy of the Notice on the property at 80 Avenue E, Fort Myers Beach, FL 33931 on the 30th day of January, 2024. A copy of a photograph of the posting taken by me is attached as Exhibit CC to this Affidavit.

5. That I posted a copy of the Notice at Town Hall at 2545 Estero Blvd., Fort Myers Beach, FL 33931 on the 30th day of January, 2024. A copy of a photograph of the posting taken by me is attached as Exhibit DD to this Affidavit.

FURTHER AFFIANT SAYETH NOT.

Bill Stout

Printed Name: BILL STOUT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR __ online notarization, this 1st day of February, 2024, by Bill Stout, ✓ who is personally known to me OR ___ who has produced _____ as identification.

Kristin Schumacher
Notary Public Signature

My Commission Expires: April 5, 2024
(SEAL)

KRISTIN SCHUMACHER
Notary Public - State of Florida
Commission # GG 976081
My Comm. Expires Apr 5, 2024
Bonded through National Notary Assn.

KRISTIN SCHUMACHER
Notary Public - State of Florida
Commission # GG 976081
My Comm. Expires Apr 5, 2024
Bonded through National Notary Assn.

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0909

1/29/2024

Case Number:	**CE15-0167, CE14-0394, CE17-0065**
Priority Mail:	**EI 602 240 950 US**
Regular Mail:	**1/30/2024**

TOWN OF FORT MYERS BEACH,

Petitioner,

vs.

STEVEN A RAMUNNI- REG. AGENT FOR:
WHITE SAND PROPERTIES OF FORT MYERS BEACH, LLC
110 N MAIN STREET
LABELLE, FL 33935,

Respondent.

Site Address: **80 AVENUE E**
Parcel Strap No.: **19-46-24-W4-0070A.0020**

AMENDED AND CORRECTED NOTICE OF CODE ENFORCEMENT HEARING TO AUTHORIZE FORCLOSURE

YOU ARE HEREBY NOTIFIED that, pursuant to Chapter 2, Article V of the Town of Fort Myers Beach Land Development Code, the undersigned Code Enforcement Officer has documented that three (3) or more months have passed since the recording of three (3) liens on the above-described property as Official Records Instrument Numbers 2013000076145, 2016000076146, and 2019000160404 in the Lee County Public Records. A Hearing before the Town's Code Enforcement Special Magistrate seeking authorization to foreclose the liens has been scheduled for:

February 12, 2024, at 1:00 P.M. at Bay Oaks Recreational Campus, located at 2731 Oak St., Fort Myers Beach, Florida.

A copy of the referenced liens is attached hereto and incorporated herein by reference.

NO ADDITIONAL NOTICE OF THE HEARING WILL BE PROVIDED TO YOU. If you fail to attend this hearing, the Code Enforcement Special Magistrate will consider the request, even though you are not present, and may take other action that will affect your rights.

Bill Stout
Code Enforcement Officer
Town of Fort Myers Beach

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0909

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE MAY NEED TO ENSURE AT THEIR OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE TOWN CLERK FOR THE TOWN OF FORT MYERS BEACH, 2525 ESTERO BLVD. FORT MYERS BEACH, FL 33931; TELEPHONE NUMBER (239) 765-0202 EXT 1400, WITHIN 2 WORKING DAYS PRIOR TO THE MEETING DATE.



9589 0710 5270 0183 6372 36

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Labelle, FL 33935

OFFICIAL USE

Certified Mail Fee	$4.40
Extra Services & Fees (check box, add fee as appropriate)	$3.65
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.92
Total Postage and Fees	**$8.97**

FORT MYERS BEACH POST OFFICE
JAN 30 2024
0440
03
Postmark Here
01/30/2024
200 CAROLINA AVENUE FORT MYERS BEACH FL 33931-9998

Sent To: Steven Ramunni
Street and Apt. No., or PO Box No.: 110 N Main St
City, State, ZIP+4®: Labelle, FL 33935

80 Ave E
NOHFA

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking®

FAQs

Remove ✕

Tracking Number:

9589071052700183637236

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Feedback

Latest Update

Your item was delivered to an individual at the address at 10:26 am on January 31, 2024 in LABELLE, FL 33935.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered
Delivered, Left with Individual
LABELLE, FL 33935
January 31, 2024, 10:26 am

USPS in possession of item
FORT MYERS BEACH, FL 33931
January 30, 2024, 10:44 am

Hide Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ⌄

USPS Tracking Plus® ⌄

Product Information ⌄

PARCEL #: 19-46-24-W4-0070A.0020
This Document Prepared By and Return To:
Town of Fort Myers Beach Code Enforcement Department
2525 Estero Blvd.
Fort Myers Beach, FL 33931

CODE COMPLIANCE SPECIAL MAGISTRATE
FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA,

Petitioner,

vs. **CASE NOS. CE14-0394, CE15-0167, CE17-0065**

WHITE SAND PROPERTIES OF FORT MYERS BEACH, LLC,

Respondent.

FORECLOSURE FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came on for public hearing on February 12, 2024, before the undersigned Special Magistrate for the Town of Fort Myers Beach, with the Respondent, White Sand Properties of Fort Myers Beach, LLC, by and through its designated representative, Steven A. Ramunni, P.A., for the purpose of adjudication of the Town's Request for Authorization to Foreclose, the liens recorded in the Official Records Book as Instrument Numbers 2016000076124, 2016000076125, and 2019000160404. Having considered the sworn testimony, evidence, and arguments presented, the Special Magistrate finds and orders as follows:

A. FINDINGS OF FACT:

1. The Respondent, White Sand Properties of Fort Myers Beach, LLC ("Respondent"), is the owner, lessee, responsible entity or otherwise in charge of or responsible for the subject property located at 80 Avenue E, Fort Myers Beach, FL, 33931 ("Property"), legally described as:

Lot 2, Block A, Crescent Beach Subdivision, according to the map or plat thereof recorded in Plat Book 4, Page 45, Public Records of Lee County, Florida.

2. The property was previously found in violation of the Town of Fort Myers Beach Code and Respondent's predecessor was ordered to bring the property into compliance within a specific amount of time given for compliance. The property was not brought into compliance during said time.

3. Due to the finding of a failure to comply, fines accrued and liens were filed for the fines against the property in violation and against all other property owned by Respondent's predecessor, both real and personal.

4. Subsequently, Respondent acquired the property at issue, subject to the liens.

5. Respondent did not present sufficient evidence that the liens were ever paid, satisfied, or otherwise released.

6. More than three months have passed since the lien was recorded on 4/12/2016 in the Official Records Book as Instrument Number 2016000076124.

   More than three months have passed since the lien was recorded on 4/12/2016 in the Official Records Book as Instrument Number 2016000076125.

   More than three months have passed since the lien was recorded on 7/9/2019 in the Official Records Book as Instrument Number 2019000160404.

7. Service is not at issue. Respondent was present at the hearing, having received notice of the hearing along with copies of the orders/liens on which foreclosure was requested, and did not have any objections related to service or notice. This case is therefore properly before the Special Magistrate.

B. CONCLUSION OF LAW:

1. The legal prerequisites for requesting authorization to foreclose the liens have been met.

2. Respondent has shown insufficient evidence to support any legal reason to prevent foreclosure or other action to collect the fines.

C. ORDER:

1. Based upon the forgoing Findings of Fact and Conclusions of Law, it is hereby ordered that the Special Magistrate authorizes the Town to foreclose the liens against White Sand Properties of Fort Myers Beach, LLC due to the unpaid liens filed more than three months ago on April 12, 2016, and July 9, 2019.

ORDERED this 12th day of February 2024, and executed this 22 day of February 2024.

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.

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was certified and subscribed before me by means of X physical presence OR ___ online notarization, this 22nd day of February, 2024, by Monica Schaucker, X who is personally known to me OR ___ who has produced _____ as identification.

(SEAL) Notary Public Signature

My Commission Expires:

TERRENCE L. LAVY
MY COMMISSION # HH283323
EXPIRES: July 04, 2026

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that true and correct copy of the Order was sent by U.S. Mail on the 23 day of February, 2024 to:

White Sand Properties of Fort Myers Beach, LLC
415 Palermo Cir.
Fort Myers Beach, FL 33931

Steven A. Ramunni- Reg. Agent for:
White Sand Properties of Fort Myers Beach, LLC
110 N. Main St.
Labelle, FL 33935

Code Compliance Coordinator

I certify this document to a be true and correct copy of the original on file in Town Hall, Fort Myers Beach, State of Florida, County of Lee.

BY: _____ Dated February 23, 2024
Town Clerk

Town of Fort Myers Beach
CODE COMPLIANCE
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239)765-0909

11/21/2015

CASE NUMBER: **CE14-0394**
Certified Mail: **7015 1660 0000 4352 0170**

DIBIASI LE J+DIBIASI LEO J TR
12071 MCGREGOR BLVD
FORT MYERS, FL 33919

SITE ADDRESS: **80 AVENUE E**
PARCEL STRAP NO: **194624W40070A0020**

NOTICE OF VIOLATION

YOU ARE HEREBY NOTIFIED that an inspection of the above-referenced property on ***11/3/15*** by Town of Fort Myers Beach Code Enforcement Officer ***MOLLY JACOBS*** indicates that the following items are a violation:

- ***Remodel done without permits***
- ***Stairwell constructed without a permit***

These items are a violation of the following Town Codes:

Town of Fort Myers Beach Land Development Code

- Sec. 6 – 111: Adoptions; amendments, adopting the Florida Building Code as amended. Florida Building Code section:

  105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

You are hereby directed to abate or remedy these violations within ***10 days*** of the receipt of this notice.

Town of Fort Myers Beach
CODE COMPLIANCE
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239)765-0909

The violation(s) can be abated or corrected by taking the following actions:

- ***Obtain a permit for remodel work done and pass all subsequent inspections***
- ***Obtain a permit for stairwell build and pass all subsequent inspections.***

ONCE YOU HAVE ABATED OR CORRECTED THE VIOLATIONS, IT IS YOUR OBLIGATION TO NOTIFY CODE ENFORCEMENT SO THAT THE PROPERTY CAN BE INSPECTED BY A CODE OFFICER TO VERIFY THAT THE VIOLATION(S) HAVE BEEN ABATED OR CORRECTED ON OR BEFORE THE ABOVE-SPECIFIED COMPLIANCE DATE.

If you fail to correct the violation(s) by the date specified above, or if the violation(s) is (are) abated and reoccur(s), the case may be scheduled for hearing before the Town of Fort Myers Beach Special Magistrate. The Code Enforcement Division may, in their discretion, schedule the case for a hearing and seek a finding of a violation by the Special Magistrate even if you have corrected the violation prior to the time set for the hearing.

You will be provided with a Notice of Hearing specifying the date, time and location of the hearing if one is scheduled. Please be aware that under Florida Statutes, Chapter 162 and Town of Fort Myers Beach Land Development Code, Section 2-427(b), a fine of up to $250.00 per day for the first violation or $500.00 per day for a repeat violation may be imposed for each day the violation continues to exist past the date set for compliance by the Special Magistrate. If the Special Magistrate finds that a violation is irreparable or irreversible in nature, a fine of up to $5,000.00 per violation may be imposed. The Special Magistrate may also assess the costs of prosecution of the case against you and you may be required to pay those fees, even if the violation has been corrected prior to the hearing.

Please contact the Town of Fort Myers Beach Code Enforcement Division at (239) 765-0202 if you have any questions concerning this Notice of Violation.

Respectfully,

MOLLY JACOBS
Code Enforcement Officer
Town of Fort Myers Beach

80 Ave
CE14-0394
Remodel NOV

7015 1660 0000 4352 0170

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage
$

Postmark Here

FORT MYERS BEACH
NOV 23 2015
USPS - 33931

Sent To
Leo Dibiasi
12071 McGregor Blvd
Fort Myers, FL 33919

Street and Ap

City, State, Z

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Leo Dibiasi
12071 McGregor Blvd
Fort Myers, FL 33919

9590 9403 0956 5223 6991 68

2. Article Number (Transfer from service label)

7015 1660 0000 4352 0170

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☒ Agent
☐ Addressee

B. Received by (Printed Name) Joe Lasedo
C. Date of Delivery 11-25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

11/25/15

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0591

1/13/2016

Case Number:	**CE15-0394**
Certified Mail:	**7015 1660 0000 4352 0484**
Regular Mail:	**1/13/16**

TOWN OF FORT MYERS BEACH
Petitioner

vs.

Absolute Best Rate Rentals LLC
12071 McGregor Blvd
Fort Myers, FL 33919

SITE ADDRESS: **80 Ave E, Fort Myers Beach**
PARCEL STRAP NO: **19-46-24-W4-0070A.0020**

NOTICE OF CODE ENFORCMENT HEARING

YOU ARE HEREBY NOTIFIED that, pursuant to Chapter 2, Article V of the Town of Fort Myers Beach Land Development Code, the undersigned Code Enforcement Officer has documented that (an) uncorrected violation(s) of one or more codes of the Town of Fort Myers Beach, as described in the **NOTICE OF VIOLATION**, previously provided to you, exists on the above-described property. A Hearing before the Town's Code Enforcement Special Magistrate concerning the violation(s) has, therefore, been scheduled for:

the 24th day of February, 2016 at 9:00 A.M. in the Council Chambers at Town Hall, locate at 2525 Estero Boulevard, Fort Myers Beach, Florida.

A copy of the previously issued **NOTICE OF VIOLATION** was sent to the previous owner and is attached hereto and incorporated herein by reference.

NO ADDITIONAL NOTICE OF THE HEARING WILL BE PROVIDED TO YOU. If you fail to attend this hearing, the Code Enforcement Special Magistrate will consider the case, even though you are not present, and may assess fines or take other actions that will affect your rights. If you believe you have come into compliance, it is **your** responsibility to contact the Code Enforcement Division so that an inspection can be performed to determine compliance.

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0591

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Notice of Hearing, has been furnished by certified mail, posting at Town Hall, and regular mail to Absolute Best Rate Rentals LLC.

Molly Jacobs
Code Enforcement Officer
Town of Fort Myers Beach

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE MAY NEED TO ENSURE AT THEIR OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE TOWN CLERK FOR THE TOWN OF FORT MYERS BEACH, 2525 ESTERO BLVD. FORT MYERS BEACH, FL 33931, TELEPHONE NUMBER (239) 765-0202 EXT 1400, WITHIN 2 WORKING DAYS PRIOR TO THE MEETING DATE.

80 Ave E
CE14-0394
SWD - NOT
underground
Utility & perm

7015 1660 0000 4352 0484

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage
$

Sent To
Street and Apt.
City, State, ZIP

Leo Dibiasi
Agent For: Absolute Best Rate Rentals
12071 McGregor Blvd
Fort Myers, FL 33919

FORT MYERS BL
JAN 19 2016
FL USPS - 33931

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

---

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Leo Dibiasi
Agent For: Absolute Best Rate Rentals
12071 McGregor Blvd
Fort Myers, FL 33919

9590 9403 0223 5146 6961 75

2. Article Number (Transfer from service label)
7015 1660 0000 4352 0484

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
1-16-16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below. ☐ No

RECEIVED BY
JAN 19 2016
FORT MYERS BLVD

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

1-19-16

PARCEL #: 19-46-24-W4-0070A.0020

SPACE ABOVE RESERVED FOR RECORDING

BEFORE THE SPECIAL MAGISTRATE FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA,

CASE NO. CE14-0394

Petitioner,

v.

ABSOLUTE BEST RATE RENTALS, LLC,

Respondent(s)
_____/

CODE ENFORCEMENT ORDER

THIS CAUSE came on for public hearing on February 24, 2016, before the undersigned Special Magistrate for the Town of Fort Myers Beach, with the Respondent, ABSOLUTE BEST RATE RENTALS, LLC, not present. Having considered the sworn testimony, evidence and arguments presented, the Special Magistrate finds and decides as follows:

A. FINDINGS OF FACT

1. The Respondent is the owner, lessee, responsible entity or otherwise in charge of or responsible for the subject property.

2. The Respondent received notice of the alleged existence of a certain condition on the property described herein, and that such condition constituted a violation of a Town of Fort Myers Beach Ordinance.

3. The notice given to the Respondent specified that certain actions to abate the alleged violation were to be taken by a time certain, but Respondent failed to complete such actions timely.

4. The following condition exists on the subject property, as reported by Petitioner, at 80 Avenue East, Bldg A, Fort Myers Beach, FL 33931:

REMODEL WORK PERFORMED WITHOUT A PERMIT AND STAIRWELL DEMOLISHED AND BUILT WITHOUT A PERMIT IN VIOLATION OF TOWN OF FORT MYERS BEACH LDC 6-111 (ADOPTING THE FLORIDA BUILDING CODE 105.1).

5. Petitioner has incurred administrative costs and expenses in the amount of **$150.00** in the prosecution of this case.

B. CONCLUSION OF LAW

1. Respondent, by reason of the foregoing, is in violation of Town of Fort Myers Beach LDC 6-111 (ADOPTING THE FLORIDA BUILDING CODE 105.1).

2. The costs incurred herein shall constitute a legal debt against the Respondent, pursuant to Section 162.09, Florida Statutes, which is due and owing to the Petitioner as of the date of this Order.

C. ORDER

WHEREFORE IT IS ORDERED that Respondent shall:

1. Correct or abate the aforesaid violation in the following manner **PRIOR TO** the date listed below:

   OBTAIN A PERMIT FOR ALL WORK PERFORMED AND PASS ALL SUBSEQUENT INSPECTIONS.

   In the event that the said violation is not corrected or abated as indicated above **PRIOR TO MARCH 25, 2016**, a fine of **$250.00 per day** shall be imposed against Respondent, beginning on that date and continuing for each day that the aforesaid violation continues to exist.

   When the violation has been abated, Respondent **MUST CALL CODE ENFORCEMENT AT 239-765-0202 AND REQUEST A RE-INSPECTION.**

2. Reimburse the Petitioner for costs set out in Paragraph A(5) above.

   In the event the costs awarded herein are not paid prior to MARCH 25, 2016, these costs may become a lien against the Respondent, upon being recorded in the Public Records of Lee County, even if the violation has been abated in accordance with this Order.

   Failure to abate this violation as set forth herein could result in the accrual of additional administrative costs and expenses.

   Payment of administrative costs and fines: Checks should be made payable to "Town of Fort Myers Beach" and mailed to:

Town of Fort Myers Beach
Attention: Code Enforcement
2525 Estero Boulevard
Fort Myers Beach, FL 33931.

Please include a case number on the check.

Non-compliance with the terms of this Order will result in the imposition of a lien against all real and personal property of Respondent, and could result in a lien foreclosure action.

DONE AND ORDERED at Town of Fort Myers Beach Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Lee County, Florida on February 24, 2016.

Special Magistrate of Lee County, Florida
in and for the Town of Fort Myers Beach

APPEAL: An aggrieved party may appeal an Order of the Special Magistrate of Lee County to the 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.

REHEARING: Either the Town or the violator may request a rehearing of the decision of the Special Magistrate. A request for rehearing will be made in writing, and will be filed with the clerk within ten (10) business days of the Special Magistrate's execution of the Order. A request for the rehearing will be based only on the grounds that the decision was contrary to the evidence or that the hearing involved an error on a ruling of law that was fundamental to the decision of the Special Magistrate. The written request for rehearing will specify the precise reasons therefore. The Special Magistrate will make a determination as to whether or not to rehear the matter and his decision will be made at a public hearing. If the Special Magistrate determines that he will grant a rehearing, he may: schedule a hearing where the parties will be given the opportunity to present evidence or argument limited to the specific reasons for which the rehearing was granted; or modify or reverse the prior Order, without receiving further evidence, providing the change is based on a finding that the prior decision of the Special Magistrate resulted from a ruling on a questions of law which the Special Magistrate has been informed was an erroneous ruling.

Until a request for rehearing has been denied or otherwise disposed of, the Order of the Special Magistrate will be stayed and the time for taking an appeal, pursuant to this section, will not commence to run until the date upon which the Special Magistrate has finally disposed of the request for rehearing by denying the same or otherwise.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been sent by U.S. mail, interoffice mail or hand delivery to the Town of Fort Myers Beach and Attorney for the Town of Fort Myers Beach and by U.S. mail to:

Absolute Best Rate Rentals LLC
c/o Leo J. Dibiasi, Registered Agent
12071 McGregor Blvd.
Fort Myers, FL 33919

Stacy Hartman 2/24/16
Assistant to the Special Magistrate for the Town of Fort Myers Beach, Florida

Town of Fort Myers Beach
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239)765-0909

AFFIDAVIT OF NON-COMPLIANCE

Town of Fort Myers Beach
(Petitioner)

CASE NUMBER: **CE14-0394**

vs.

DIBIASI LE J+DIBIASI LEO J TR
12071 MCGREGOR BLVD
FORT MYERS, FL 33919
(Respondent)

SITE ADDRESS: **80 AVENUE E**
PARCEL STRAP NO: **194624W40070A0020**

I, MOLLY JACOBS, the Code Enforcement Officer for the Town of Fort Myers Beach, offer the following:

1. That on **2/24/2016**, the Code Enforcement Special Magistrate held a public hearing and issued an Order finding the property listed above to be in violation of said code.
2. That, pursuant to said Order, Respondent(s) was to have taken certain corrective action on or before **03/25/2016.**
3. That a re-inspection was performed at **80 AVENUE E** on 3/25/16 .
4. That re-inspection revealed the property to still be in violation of said code.
5. The corrective action ordered by the Code Enforcement Special Magistrate has not been taken by the Respondent(s).

MOLLY JACOBS
Code Enforcement Officer
Town of Fort Myers Beach

State of Florida
County of Lee
The foregoing instrument was acknowledged before me this 25th day of March, 2016, by MOLLY JACOBS, Code Enforcement Officer for the Town of Fort Myers Beach, who ✓ is/are personally known to me or ____ who has/have produced _____ as identification.

(Seal) Print, Type or Stamp Commissioned Name of Notary Public

PATRICIA E PREVOST
Notary Public - State of Florida
Commission # FF 205718
My Comm. Expires Mar 3, 2019
Bonded through National Notary Assn.

Patricia E Prevost
Notary Public Signature

Exhibit "N"
Page 1 of 2

INSTR # 2016000076125, Doc Type LI, Pages 2, Recorded 04/12/2016 at 12:25 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy Clerk ALUCKEY

PARCEL #: 19-46-24-W4-0070A.0020

THIS SPACE FOR RECORDING

BEFORE THE SPECIAL MAGISTRATE OF
FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA	:	
Petitioner,	:	CASE NO.: CE14-0394
vs.	:	
ABSOLUTE BEST RATE RENTALS, LLC Respondent.	:	

CODE ENFORCEMENT ORDER TO IMPOSE LIEN

THIS CASE was first heard by the undersigned Lee County Hearing Examiner at a public hearing on February 24, 2016, after which an Order was entered which found that a violation existed on the subject property and required the Respondent, ABSOLUTE BEST RATE RENTALS, LLC, as the responsible person or entity to complete certain actions that would abate the violation by a date certain or face the imposition of a specified fine. The subject property is more particularly described as follows:

CRESCENT BEAACH
BLK: A PB: 4 PG: 45 LOT 2

Said legal description is obtained from the Trustee's Deed recorded at Official Record Book Instrument Number 2015000260051, in the Public Records of Lee County, Florida.

On March 28, 2016, written competent and convincing evidence was provided that the violation had not been abated in accord with the above Order, and the Special Magistrate therefore finds and decides:

1. That the above-noted Order has not been complied with; and
2. That the violation of the Town of Fort Myers Beach Land Development Code (LDC) Sections 6-111 still exists on the subject property; and
3. That the Respondent has not paid the prosecution costs in the amount of $150.00 which are now due and owing to the Petitioner per Chapter 162, Florida Statutes.

IT IS ORDERED that Respondent pay to the Town of Fort Myers Beach a fine of $250.00 per day, beginning on March 25, 2016 and continuing for each and every day that the aforesaid violation exists and continues on the property locate, as reported by the Petitioner at 80 Avenue East, Bldg A, Fort Myers Beach, FL 33931.

Upon recording in the Public Records, this Order shall constitute a lien for the fine amount against all real and personal property of Respondent, including, but not limited to, the above-referenced property and subsequent foreclosure of such lien may result in the loss of such property. The prosecution costs awarded herein may also become a lien against Respondent, upon recording, pursuant to Chapter 162, Florida Statutes.

RESPONDENT MUST CONTACT TOWN OF Fort Myers BEACH CODE ENFORCEMENT AT 239-765-0202 TO REQUEST A REINSPECTION FOR DETERMINATION OF COMPLIANCE. RESPONDENT IS ADVISED THAT NUMEROUS PHONE CALLS MAY BE NECESSARY TO ENSURE CONTACT WITH THE CODE ENFORCEMENT OFFICER.

Payment of administrative costs and fines: Checks should be made payable to "Town of Fort Myers Beach" and mailed to:

Town of Fort Myers Beach
Attention: Code Enforcement
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Please include a case number on the check.

DONE AND ORDERED at Town of Fort Myers Beach Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Lee County, Florida on March 30, 2016.

Special Magistrate of Lee County, Florida
in and for the Town of Fort Myers Beach

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been sent by interoffice mail or hand delivery to the Town of Fort Myers Beach and Attorney for the Town of Fort Myers Beach; and by U.S. mail to:

Absolute Best Rate Rentals LLC
c/o Leo J. Dibiasi, Registered Agent
12071 McGregor Blvd.
Fort Myers, FL 33919

Stacy Hartman
Assistant to the Special Magistrate for the Town of Fort Myers Beach, Florida

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0909

11/27/2018

Case Number:	**CE14-0394**
Certified Mail:	**7018 1830 0001 0504 0626**
Regular Mail:	**11/27/2018**

TOWN OF FORT MYERS BEACH
Petitioner

vs.

ORLANDINI JOSEPH B
281 PALERMO CIR
FORT MYERS BEACH, FL 33931

Site Address: **80 AVENUE E**
Parcel Strap No.: **194624W40070A0020**

NOTICE OF CODE ENFORCEMENT HEARING

YOU ARE HEREBY NOTIFIED that, pursuant to Chapter 2, Article V of the Town of Fort Myers Beach Land Development Code, the undersigned Code Enforcement Officer has documented that (an) uncorrected violation(s) of one or more codes of the Town of Fort Myers Beach, as described in the **NOTICE OF VIOLATION**, previously provided to you, exists on the above-described property. A Hearing before the Town's Code Enforcement Special Magistrate concerning the violation(s) has, therefore, been scheduled for:

01/17/2019 at 10:30 A.M. in the Council Chambers at Town Hall, locate at 2525 Estero Boulevard, Fort Myers Beach, Florida.

A copy of the previously issued **NOTICE OF VIOLATION** is attached hereto and incorporated herein by reference.

NO ADDITIONAL NOTICE OF THE HEARING WILL BE PROVIDED TO YOU. If you fail to attend this hearing, the Code Enforcement Special Magistrate will consider the case, even though you are not present, and may assess fines or take other actions that will affect your rights. If you believe you have come into compliance, it is **your** responsibility to contact the Code Enforcement Division so that an inspection can be performed to determine compliance.

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0909

MOLLY JACOBS
Code Enforcement Officer
Town of Fort Myers Beach

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE MAY NEED TO ENSURE AT THEIR OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE TOWN CLERK FOR THE TOWN OF FORT MYERS BEACH, 2525 ESTERO BLVD. FORT MYERS BEACH, FL 33931; TELEPHONE NUMBER (239) 765-0202 EXT 1400, WITHIN 2 WORKING DAYS PRIOR TO THE MEETING DATE.

USPS Tracking® FAQs > (https://www.usps.com/faqs/uspstracking-faqs.htm)

Track Another Package +

Tracking Number: 70181830000105040626 Remove ×

Your item was delivered to an individual at the address at 10:13 am on November 29, 2018 in FORT MYERS BEACH, FL 33931.

Delivered

November 29, 2018 at 10:13 am
Delivered, Left with Individual
FORT MYERS BEACH, FL 33931

Get Updates ∨

Feedback

Text & Email Updates ∨

Tracking History ∧

November 29, 2018, 10:13 am
Delivered, Left with Individual
FORT MYERS BEACH, FL 33931
Your item was delivered to an individual at the address at 10:13 am on November 29, 2018 in FORT MYERS BEACH, FL 33931.

November 29, 2018, 1:06 am
Departed USPS Regional Facility
FORT MEYERS FL DISTRIBUTION CENTER

November 28, 2018, 9:57 pm
Arrived at USPS Regional Facility
FORT MEYERS FL DISTRIBUTION CENTER

Product Information ⌄

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (https://www.usps.com/faqs/uspstracking-faqs.htm)

Feedback

The easiest tracking number is the one you don't have to know.

With Informed Delivery®, you never have to type in another tracking number. Sign up to:

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000067137, Doc Type LI, Pages 3, Recorded 3/27/2019 at 9:02 AM, Deputy Clerk LHINSPETER ERECORD
Rec Fees: $27.00

PARCEL #: 19-46-24-W4-0070A-0020
This Document Prepared By and Return To:
Town of Fort Myers Beach Code Enforcement Department
2525 Estero Blvd.
Fort Myers Beach, FL 33931

BEFORE THE SPECIAL MAGISTRATE OF
FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA,

Petitioner,

vs. **CASE NO. CE14-0394**

JOSEPH B ORLANDINI,

Respondent.

CODE ENFORCEMENT ORDER IMPOSING LIEN

THIS CAUSE came on for public hearing on January 17, 2019, before the undersigned Special Magistrate for the Town of Fort Myers Beach, with the Respondent, Joseph B Orlandini present. Having considered the sworn testimony, evidence and arguments presented, the Special Magistrate finds and decides as follows:

A. FINDINGS OF FACT:

1. The Respondent, Joseph B Orlandini ("Respondent"), is the owner, lessee, responsible entity or otherwise in charge of or responsible for the subject property located at 80 Avenue E, Fort Myers Beach, FL 33931 ("Property"), legally described as:

Lot 2, Block A, CRESCENT BEACH SUBDIVISION, according to the map or plat thereof on file and recorded in the office of the Clerk o Circuit Court in Plat Book 4, Page 45, Public Records of Lee County, Florida

2. The Respondent was served with a Notice of Violation ("NOV") alleging the existence of a violation of the Town of Fort Myers Beach Code of Ordinances ("Town Code") on the Property.

3. The NOV specified that Respondent was required to correct the violation by a time certain, but Respondent failed to do so.

4. The Respondent was served with a Notice of Hearing as a result of non-compliance with the NOV, and on February 24, 2016, a hearing took place at which competent substantial evidence was entered into the record that the Property/Respondent were in violation of Town Code. Accordingly, the Town of Fort Myers Special Magistrate ("Special Magistrate") entered an Order

of Enforcement finding the Property/Respondent in violation of Section 6-111, adopting Florida Building Code Section 105.1, of the Town Code.

5. Subsequent thereto, an Affidavit of Non-Compliance was prepared by Petitioner stating that Respondent had not complied with the Order of Enforcement, and a Notice of Hearing was served on the Respondent stating that a lien certification public hearing would take place on January 17, 2019. The Notice of Hearing further stated that at said hearing the Special Magistrate would receive evidence, hear testimony, and determine whether or not the Respondent was in compliance with the Order of Enforcement.

6. The Respondent has not complied with the Order of Enforcement, not paid the accrued fine in the amount of $257,150.00, which continues to accrue in the amount of ,$250.00 per day, nor paid the administrative fee/cost of prosecution in the amount of $150.00.

B. CONCLUSION OF LAW:

1. Respondent, by reason of the foregoing facts, is in violation of Town Code and has not complied with the Order of Enforcement.

C. ORDER/IMPOSITION OF LIEN:

1. The Special Magistrate vacates the previous order imposing lien and certifies that a fine in the amount of $257,150.00, has accrued and continues to accrue in the amount of $250.00 per day for every day that Respondent is in non-compliance with the Order of Enforcement previously entered in this case.

2. This Order may be recorded in the public records of Lee County, Florida or in any other county in the State of Florida where Respondent owns property and if so recorded shall constitute a lien against the Property and any other real or personal property that Respondent owns in Lee County or other county in the State of Florida.

3. **The Respondent is ordered to contact the Town of Fort Myers Beach Code Enforcement Department to re-inspect the property to verify compliance. A COMPLIANCE RE-INSPECTION WILL NOT be conducted unless the Respondent contacts the of Fort Myers Beach Code Enforcement Department.**

DONE AND ORDERED at Town of Fort Myers Beach Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Lee County, Florida on 12th of ~~January~~ MARCH 2019.

Mymabelle Roche, Special Magistrate

~~Rhonda Payne Administrative Assistant~~
Kristin Schumacher
Code Enforcement Coordinator

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.

REHEARING: Either the Town or the violator may request a rehearing of the decision of the Special Magistrate. A request for rehearing will be made in writing, and must be filed with the clerk within ten (10) business days of the Special Magistrate's execution of the Order. A request for the rehearing will be based only on the grounds that the decision was contrary to the evidence or that the hearing involved an error on a ruling of law that was fundamental to the decision of the Special Magistrate. The written request for rehearing will specify the precise reasons therefore. The Special Magistrate will make a determination as to whether or not to rehear the matter and the decision will be made at a public meeting. If the Special Magistrate grants a rehearing, it shall be scheduled as soon as practicable – but no later than the next regularly scheduled Special Magistrate hearing, at which the parties will be given the opportunity to present evidence or argument limited to the specific reasons for which the rehearing was granted; or modify or reverse the prior Order, without receiving further evidence, providing the change is based on a finding that the prior decision of the Special Magistrate resulted from a ruling on a questions of law which the Special Magistrate has been informed was an erroneous ruling.

Until a request for rehearing has been denied or otherwise disposed of, the Order of the Special Magistrate will be stayed and the time for taking an appeal will not commence to run until the date upon which the Special Magistrate has finally disposed of the request for rehearing by denying the same or otherwise.

PAYMENT OF ADMINISTRATIVE COSTS AND FINES: Checks should be made payable to "Town of Fort Myers Beach," include the case number and mailed to:

Town of Fort Myers Beach
Attention: Code Enforcement
2525 Estero Boulevard
Fort Myers Beach, FL 33931

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that true and correct copy of the Order was sent by U.S. Mail on the 22nd day of March, 2019 to:

Joseph B Orlandini
281 Palermo Circle
Fort Myers Beach, FL 33931

Kristin Schumacher
Code Enforcement Coordinator

FMBgov.com
Dan Allers, Mayor | Jim Atterholt, Vice Mayor | John R. King, Council Member | Scott Safford, Council Member | Karen Woodson, Council Member

Instrument Prepared by and Return to:

Town of Fort Myers Beach Code Enforcement

2731 Oak Street

Fort Myers Beach, Florida 33931

TOWN OF FORT MYERS BEACH, FLORIDA

CODE ENFORCEMENT

AFFIDAVIT OF COMPLIANCE

STATE OF FLORIDA)
COUNTY OF LEE)

BEFORE ME, the undersigned authority, personally appeared Thomas Yozzo, Code Enforcement Manager for the Town of Fort Myers Beach, FL, who after being duly sworn, deposes and says:

1. On the 24th day of February, 2016, ABSOLUTE BEST RATE RENTALS, LLC. (property owners) were found in violation of the Town of Fort Myers Beach Ordinance No. 105.1, (For work without the required permit. (remodel and construction of a stairwell) at the property located at 80 Avenue E, Fort Myers Beach, FL 33931 ("Subject Property") by virtue of a Code Enforcement Order by the Special Magistrate in CE Case No. CE14-0394, which was adjudicated on the 28th day of March, 2016.

FMBgov.com
Dan Allers, Mayor | Jim Atterholt, Vice Mayor | John R. King, Council Member | Scott Safford, Council Member | Karen Woodson, Council Member

2. The Order was recorded as Instrument No. 2016000076125 on the 12th day of April, 2016 in the public records of Lee County, Florida.
3. ABSOLUTE BEST RATE RENTALS, LLC. was given 30 days to come into compliance with the Special Magistrate's Order, which was on or before the 25th day of March, 2016.
4. According to available records in possession of the Town of Fort Myers Beach, a desk inspection of the Subject Property was performed by a Code Enforcement Officer on the 4th day of April, 2024 and the Subject Property was found in compliance on the 28th day of September, 2022 due to hurricane Ian and the property being demoed.

5. No further action has been taken by the Town of Fort Myers Beach regarding this violation, which was corrected as stated above.

6. Code Enforcement Case No. CE14-0394 will be closed upon payment of $594,650.00 lien in full.

7. I have personal knowledge of all these facts based on my review of records in possession of the Town of Fort Myers Beach, Florida.

FMBgov.com

Dan Allers, Mayor | Jim Atterholt, Vice Mayor | John R. King, Council Member | Scott Safford, Council Member | Karen Woodson, Council Member

FURTHER AFFIANT SAYETH NOT.

Signed on this 16 day of April, 2024.

Yozzo, Thomas W
Print Name

Signature

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of April, 2024 by Thomas Yozzo, as _____, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
ASHLEY SHEPARD
Commission # HH 253125
Expires April 14, 2026

Signature of Notary

Ashley Shepard
(Name typed, printed or stamped)

My Commission expires: April 14, 2026

FMBgov.com

Please Note: Florida has very broad public records laws. Most written communications to and from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Any and all communications may be subject to public disclosure.

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
6231 Estero Blvd, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0909

6/13/2025

TOWN OF FORT MYERS BEACH,
Petitioner,

vs.

WHITE SAND PROPERTIES OF FORT MYERS BEACH, LLC
415 PALERMO CIRCLE
FORT MYERS BEACH, FL 33931,
Respondent.

Case Number:	**CE14-0394**
Certified Mail:	
Regular Mail:	
Posted on Property:	
Posted at Town Hall (Temporary)	
Posted at Town Hall (Permanent)	

Site Address: 80 AVENUE E
FORT MYERS, FL 33931
Parcel Strap No: 19-46-24-W4-0070A.0020

NOTICE OF HEARING TO FORECLOSE A CODE ENFORCEMENT LIEN

YOU ARE HEREBY NOTIFIED that, pursuant to Section 162.09(3), Florida Statues and in accordance with Section 2-427(c) of the Town of Fort Myers Beach Land Development Code, the undersigned Code Enforcement Officer has documented that three (3) or more months have passed since the lien attached to this Notice as Exhibit A was recorded in the Official Records of Lee County, Florida, and it remains unpaid. A hearing will be held on **Thursday, July 10, 2025, at 10:00 AM at the Mound House located at 451 Connecticut St, Fort Myers Beach, Fl 33931**, before the Town's Special Magistrate to authorize foreclosure of the lien attached as Exhibit A. The Special Magistrate will receive testimony and evidence at said hearing and shall make a determination as to the authorization to foreclose or otherwise act to collect the outstanding fine/lien.

This process is a discretionary one under Florida Statutes, Section 162.09(3), which states "After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest."

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Special Magistrate are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

A copy of the evidentiary case file and all materials provided by the Town to the Special Magistrate in relation to this hearing can be viewed and accessed in advance of the hearing at the following link: https://www.fortmyersbeachfl.gov/1294/Public-Notices . Copies of the agenda materials are typically available a week in advance before hearing.

Thomas Yozzo
Code Enforcement Officer
Town of Fort Myers Beach

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE NOTIFY THE TOWN CLERK FOR THE TOWN OF FORT MYERS BEACH, 6231 ESTERO BLVD. FORT MYERS BEACH, FL 33931; TELEPHONE NUMBER (239) 765-0202, AT LEAST 72 BUSINESS HOURS BEFORE THE HEARING DATE.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE MAY NEED TO ENSURE AT THEIR OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE BY A COURT REPORTER UPON WHICH THE APPEAL IS TO BE BASED.

EXHIBIT "A"

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000067137, Doc Type LI, Pages 3, Recorded 3/27/2019 at 9:02 AM, Deputy Clerk LHINSPETER ERECORD
Rec Fees: $27.00

PARCEL #: 19-46-24-W4-0070A-0020
This Document Prepared By and Return To:
Town of Fort Myers Beach Code Enforcement Department
2525 Estero Blvd.
Fort Myers Beach, FL 33931

BEFORE THE SPECIAL MAGISTRATE OF
FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA,

Petitioner,

vs. **CASE NO. CE14-0394**

JOSEPH B ORLANDINI,

Respondent.

CODE ENFORCEMENT ORDER IMPOSING LIEN

THIS CAUSE came on for public hearing on January 17, 2019, before the undersigned Special Magistrate for the Town of Fort Myers Beach, with the Respondent, Joseph B Orlandini present. Having considered the sworn testimony, evidence and arguments presented, the Special Magistrate finds and decides as follows:

A. FINDINGS OF FACT:

1. The Respondent, Joseph B Orlandini ("Respondent"), is the owner, lessee, responsible entity or otherwise in charge of or responsible for the subject property located at 80 Avenue E, Fort Myers Beach, FL 33931 ("Property"), legally described as:

Lot 2, Block A, CRESCENT BEACH SUBDIVISION, according to the map or plat thereof on file and recorded in the office of the Clerk o Circuit Court in Plat Book 4, Page 45, Public Records of Lee County, Florida

2. The Respondent was served with a Notice of Violation ("NOV") alleging the existence of a violation of the Town of Fort Myers Beach Code of Ordinances ("Town Code") on the Property.

3. The NOV specified that Respondent was required to correct the violation by a time certain, but Respondent failed to do so.

4. The Respondent was served with a Notice of Hearing as a result of non-compliance with the NOV, and on February 24, 2016, a hearing took place at which competent substantial evidence was entered into the record that the Property/Respondent were in violation of Town Code. Accordingly, the Town of Fort Myers Special Magistrate ("Special Magistrate") entered an Order

of Enforcement finding the Property/Respondent in violation of Section 6-111, adopting Florida Building Code Section 105.1, of the Town Code.

5. Subsequent thereto, an Affidavit of Non-Compliance was prepared by Petitioner stating that Respondent had not complied with the Order of Enforcement, and a Notice of Hearing was served on the Respondent stating that a lien certification public hearing would take place on January 17, 2019. The Notice of Hearing further stated that at said hearing the Special Magistrate would receive evidence, hear testimony, and determine whether or not the Respondent was in compliance with the Order of Enforcement.

6. The Respondent has not complied with the Order of Enforcement, not paid the accrued fine in the amount of $257,150.00, which continues to accrue in the amount of ,$250.00 per day, nor paid the administrative fee/cost of prosecution in the amount of $150.00.

B. CONCLUSION OF LAW:

1. Respondent, by reason of the foregoing facts, is in violation of Town Code and has not complied with the Order of Enforcement.

C. ORDER/IMPOSITION OF LIEN:

1. The Special Magistrate vacates the previous order imposing lien and certifies that a fine in the amount of $257,150.00, has accrued and continues to accrue in the amount of $250.00 per day for every day that Respondent is in non-compliance with the Order of Enforcement previously entered in this case.

2. This Order may be recorded in the public records of Lee County, Florida or in any other county in the State of Florida where Respondent owns property and if so recorded shall constitute a lien against the Property and any other real or personal property that Respondent owns in Lee County or other county in the State of Florida.

3. **The Respondent is ordered to contact the Town of Fort Myers Beach Code Enforcement Department to re-inspect the property to verify compliance. A COMPLIANCE RE-INSPECTION WILL NOT be conducted unless the Respondent contacts the of Fort Myers Beach Code Enforcement Department.**

DONE AND ORDERED at Town of Fort Myers Beach Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Lee County, Florida on 12th of ~~January~~ March 2019.

Myrnabelle Roche, Special Magistrate

~~Rhonda Payne Administrative Assistant~~
Kristin Schumacher
Code Enforcement Coordinator

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.

REHEARING: Either the Town or the violator may request a rehearing of the decision of the Special Magistrate. A request for rehearing will be made in writing, and must be filed with the clerk within ten (10) business days of the Special Magistrate's execution of the Order. A request for the rehearing will be based only on the grounds that the decision was contrary to the evidence or that the hearing involved an error on a ruling of law that was fundamental to the decision of the Special Magistrate. The written request for rehearing will specify the precise reasons therefore. The Special Magistrate will make a determination as to whether or not to rehear the matter and the decision will be made at a public meeting. If the Special Magistrate grants a rehearing, it shall be scheduled as soon as practicable – but no later than the next regularly scheduled Special Magistrate hearing, at which the parties will be given the opportunity to present evidence or argument limited to the specific reasons for which the rehearing was granted; or modify or reverse the prior Order, without receiving further evidence, providing the change is based on a finding that the prior decision of the Special Magistrate resulted from a ruling on a questions of law which the Special Magistrate has been informed was an erroneous ruling.

Until a request for rehearing has been denied or otherwise disposed of, the Order of the Special Magistrate will be stayed and the time for taking an appeal will not commence to run until the date upon which the Special Magistrate has finally disposed of the request for rehearing by denying the same or otherwise.

PAYMENT OF ADMINISTRATIVE COSTS AND FINES: Checks should be made payable to "Town of Fort Myers Beach," include the case number and mailed to:

Town of Fort Myers Beach
Attention: Code Enforcement
2525 Estero Boulevard
Fort Myers Beach, FL 33931

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that true and correct copy of the Order was sent by U.S. Mail on the 22nd day of March, 2019 to:

Joseph B Orlandini
281 Palermo Circle
Fort Myers Beach, FL 33931

Kristin Schumacher
Code Enforcement Coordinator

Town of Fort Myers Beach
6231 Estero Blvd, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0909

TOWN OF FORT MYERS BEACH, FLORIDA,

Petitioner,
vs.

WHITE SANDS PROPERTIES OF FORT MYERS BEACH, LLC
Respondent.

Certified Mail:	
9589071052703142134586	
9589071052703142172397	
9589071052703142172380	
9589071052703142134418	
Regular Mail:	**USPS 11/05/2025**

_____/

AFFIDAVIT OF NOTICE AND POSTING

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared T. Hoffman, who being duly sworn by me, on oath, deposes and says the following regarding that certain Notice of Violation and Notice of Hearing attached hereto as **Exhibit A** ("the Notice"):

1. My name is T. Hoffman. I am over 18 years of age and am competent to testify to the matters set forth herein. I make this Affidavit based upon my personal knowledge.

2. I am employed as a Code Enforcement Officer for the Town of Fort Myers Beach ("Town").

3. On 11/05/2025, I personally mailed a copy of the Notice by certified mail and first-class mail as follows:

   a. To the property owner at the address listed in the records of the Lee County Tax Collector and/or Lee County Property Appraiser for tax notices, which address is: **415 Palermo Circle Fort Myers Beach, FL 33931**. A true and correct copy of the property ownership and address information obtained from the Tax

Collector/Property Appraiser is attached hereto as **Exhibit A**. A copy of the certified mail receipt is attached hereto as **Exhibit A.**

b. To the following additional address(es) reasonably believed to be valid for the property owner: 3210 Estero Blvd Fort Myers Beach, FL, 33931/ P.O. Box 1118 Labelle, FL 33975. A copy of the certified mail receipt is attached hereto as **Exhibit A.**

c. The property is owned by **WHITE SAND PROPERTIES OF FORT MYERS BEACH, LLC,** a business entity registered in the State of Florida. I mailed a copy of the Notice by certified mail and first-class mail to the business entity's Registered Agent Ramunni, Steven A. at the following address: 110 N Main Street Labelle, FL 33935 A copy of the certified mail receipt is attached hereto as **Exhibit A**. A true and correct copy of the Florida Division of Corporations record for the entity, identifying its Registered Agent, is attached hereto as **Exhibit A.**

4. On 11/05/2025, I posted a copy of the Notice at 80 Avenue E, which is the property upon which the violation is alleged to exist. Photographs of the posted Notice, taken by me on that date, are attached hereto as **Exhibit A**.

5. On 11/05/2025, I posted a copy of the Notice at Town Hall, located at 6231 Estero Boulevard, Fort Myers Beach, FL 33931, which is the primary municipal government office for the Town of Fort Myers Beach. Photographs of the posted Notice, taken by me on that date, are attached hereto as **Exhibit A.**

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true and to the best of my knowledge and belief comply with Section 2-429 of the Town of Fort Myers Beach Land Development Code and Section 162.12, Florida Statutes.

SWORN AND ATTESTED BY:

Signature of Affiant
Printed Name: T. Hoffman
Title: Code Enforcement Officer

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of ☒ physical presence / ☐ online notarization, this 5th day of November ***2025, by T. Hoffman***, who ☒ is personally known to me ☐ or has produced _____ as identification.

Notary Public, State of Florida
Printed Name: Tracie Raski
My Commission No.: HH636110
My Commission Expires: 2/3/2029

Notary Public State of Florida
Tracie Raski
My Commission HH 636110
Expires 2/3/2029

[Last Rev. 9/17 NS/CB]

Affidavit of Notice and Posting EXHIBIT "A":
Notice of Hearing

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
6231 Estero Blvd, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0909

11/5/2025

TOWN OF FORT MYERS BEACH,
Petitioner,

vs.

WHITE SAND PROPERTIES OF FORT MYERS BEACH, LLC
415 PALERMO CIRCLE
FORT MYERS BEACH, FL 33931,
Respondent.

Case Number:	**CE14-0394**
Certified Mail:	**9589071052703142134586** **9589071052703142172397** **9589071052703142172380** **9589071052703142134418**
Regular Mail:	**11/05/2025**
Posted on Property:	**11/05/2025**
Posted at Town Hall (Permanent)	**11/05/2025**

Site Address: 80 AVENUE E
FORT MYERS, FL 33931
Parcel Strap No: 19-46-24-W4-0070A.0020

NOTICE OF HEARING TO FORECLOSE A CODE ENFORCEMENT LIEN

YOU ARE HEREBY NOTIFIED that, pursuant to Section 162.09(3), Florida Statues and in accordance with Section 2-427(c) of the Town of Fort Myers Beach Land Development Code, the undersigned Code Enforcement Officer has documented that three (3) or more months have passed since the lien attached to this Notice as Exhibit A was recorded in the Official Records of Lee County, Florida, and it remains unpaid. A hearing will be held on **Friday, December 5, 2025, at 9:00 AM at Town Hall at 6231 Estero Blvd, Fort Myers Beach, Fl 33931**, before the Town's Special Magistrate to authorize foreclosure of the lien attached as Exhibit A. The Special Magistrate will receive testimony and evidence at said hearing and shall make a determination as to the authorization to foreclose or otherwise act to collect the outstanding fine/lien.

This process is a discretionary one under Florida Statutes, Section 162.09(3), which states "After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest."

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Special Magistrate are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

A copy of the evidentiary case file and all materials provided by the Town to the Special Magistrate in relation to this hearing can be view and accessed in advance of the hearing at the following link: https://www.fortmyersbeachfl.gov/1294/Public-Notices . Copies of the agenda materials are typically available a week in advance before hearing.

Thomas Yozzo
Code Enforcement Officer
Town of Fort Myers Beach

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE NOTIFY THE TOWN CLERK FOR THE TOWN OF FORT MYERS BEACH, 6231 ESTERO BLVD. FORT MYERS BEACH, FL 33931; TELEPHONE NUMBER (239) 765-0202, AT LEAST 72 BUSINESS HOURS BEFORE THE HEARING DATE.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE MAY NEED TO ENSURE AT THEIR OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE BY A COURT REPORTER UPON WHICH THE APPEAL IS TO BE BASED.

EXHIBIT "A"

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000067137, Doc Type LI, Pages 3, Recorded 3/27/2019 at 9:02 AM, Deputy Clerk LHINSPETER ERECORD
Rec Fees: $27.00

PARCEL #: 19-46-24-W4-0070A-0020
This Document Prepared By and Return To:
Town of Fort Myers Beach Code Enforcement Department
2525 Estero Blvd.
Fort Myers Beach, FL 33931

BEFORE THE SPECIAL MAGISTRATE OF
FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA,

Petitioner,

vs. **CASE NO. CE14-0394**

JOSEPH B ORLANDINI,

Respondent.

CODE ENFORCEMENT ORDER IMPOSING LIEN

THIS CAUSE came on for public hearing on January 17, 2019, before the undersigned Special Magistrate for the Town of Fort Myers Beach, with the Respondent, Joseph B Orlandini present. Having considered the sworn testimony, evidence and arguments presented, the Special Magistrate finds and decides as follows:

A. FINDINGS OF FACT:

1. The Respondent, Joseph B Orlandini ("Respondent"), is the owner, lessee, responsible entity or otherwise in charge of or responsible for the subject property located at 80 Avenue E, Fort Myers Beach, FL 33931 ("Property"), legally described as:

Lot 2, Block A, CRESCENT BEACH SUBDIVISION, according to the map or plat thereof on file and recorded in the office of the Clerk o Circuit Court in Plat Book 4, Page 45, Public Records of Lee County, Florida

2. The Respondent was served with a Notice of Violation ("NOV") alleging the existence of a violation of the Town of Fort Myers Beach Code of Ordinances ("Town Code") on the Property.

3. The NOV specified that Respondent was required to correct the violation by a time certain, but Respondent failed to do so.

4. The Respondent was served with a Notice of Hearing as a result of non-compliance with the NOV, and on February 24, 2016, a hearing took place at which competent substantial evidence was entered into the record that the Property/Respondent were in violation of Town Code. Accordingly, the Town of Fort Myers Special Magistrate ("Special Magistrate") entered an Order

of Enforcement finding the Property/Respondent in violation of Section 6-111, adopting Florida Building Code Section 105.1, of the Town Code.

5. Subsequent thereto, an Affidavit of Non-Compliance was prepared by Petitioner stating that Respondent had not complied with the Order of Enforcement, and a Notice of Hearing was served on the Respondent stating that a lien certification public hearing would take place on January 17, 2019. The Notice of Hearing further stated that at said hearing the Special Magistrate would receive evidence, hear testimony, and determine whether or not the Respondent was in compliance with the Order of Enforcement.

6. The Respondent has not complied with the Order of Enforcement, not paid the accrued fine in the amount of $257,150.00, which continues to accrue in the amount of ,$250.00 per day, nor paid the administrative fee/cost of prosecution in the amount of $150.00.

B. CONCLUSION OF LAW:

1. Respondent, by reason of the foregoing facts, is in violation of Town Code and has not complied with the Order of Enforcement.

C. ORDER/IMPOSITION OF LIEN:

1. The Special Magistrate vacates the previous order imposing lien and certifies that a fine in the amount of $257,150.00, has accrued and continues to accrue in the amount of $250.00 per day for every day that Respondent is in non-compliance with the Order of Enforcement previously entered in this case.

2. This Order may be recorded in the public records of Lee County, Florida or in any other county in the State of Florida where Respondent owns property and if so recorded shall constitute a lien against the Property and any other real or personal property that Respondent owns in Lee County or other county in the State of Florida.

3. **The Respondent is ordered to contact the Town of Fort Myers Beach Code Enforcement Department to re-inspect the property to verify compliance. A COMPLIANCE RE-INSPECTION WILL NOT be conducted unless the Respondent contacts the of Fort Myers Beach Code Enforcement Department.**

DONE AND ORDERED at Town of Fort Myers Beach Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Lee County, Florida on 13th of ~~January~~ March 2019.

Mymabelle Roche, Special Magistrate

~~Rhonda Payne Administrative Assistant~~
Kristin Schumacher
Code Enforcement Coordinator

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.

REHEARING: Either the Town or the violator may request a rehearing of the decision of the Special Magistrate. A request for rehearing will be made in writing, and must be filed with the clerk within ten (10) business days of the Special Magistrate's execution of the Order. A request for the rehearing will be based only on the grounds that the decision was contrary to the evidence or that the hearing involved an error on a ruling of law that was fundamental to the decision of the Special Magistrate. The written request for rehearing will specify the precise reasons therefore. The Special Magistrate will make a determination as to whether or not to rehear the matter and the decision will be made at a public meeting. If the Special Magistrate grants a rehearing, it shall be scheduled as soon as practicable – but no later than the next regularly scheduled Special Magistrate hearing, at which the parties will be given the opportunity to present evidence or argument limited to the specific reasons for which the rehearing was granted; or modify or reverse the prior Order, without receiving further evidence, providing the change is based on a finding that the prior decision of the Special Magistrate resulted from a ruling on a questions of law which the Special Magistrate has been informed was an erroneous ruling.

Until a request for rehearing has been denied or otherwise disposed of, the Order of the Special Magistrate will be stayed and the time for taking an appeal will not commence to run until the date upon which the Special Magistrate has finally disposed of the request for rehearing by denying the same or otherwise.

PAYMENT OF ADMINISTRATIVE COSTS AND FINES: Checks should be made payable to "Town of Fort Myers Beach," include the case number and mailed to:

Town of Fort Myers Beach
Attention: Code Enforcement
2525 Estero Boulevard
Fort Myers Beach, FL 33931

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that true and correct copy of the Order was sent by U.S. Mail on the 22nd day of March, 2019 to:

Joseph B Orlandini
281 Palermo Circle
Fort Myers Beach, FL 33931

Kristin Schumacher
Code Enforcement Coordinator

Affidavit of Notice and Posting EXHIBIT "A":
Tax Collector/Property Appraiser Information

Property Data

STRAP: 19-46-24-W4-0070A.0020 Folio ID: 10228170

Tax Roll Value Letter 2025

Generated on 9/5/2025 12:24 PM

Owner Of Record - Sole Owner
[Change Mailing Address]

WHITE SAND PROPERTIES OF FORT
415 PALERMO CIR
FORT MYERS BEACH FL 33931

Site Address

Site Address maintained by E911 Program Addressing

80 AVENUE E
FORT MYERS BEACH FL 33931

Property Description

Do not use for legal documents!

CRESCENT BEACH BLK A PB 4 PG 45 LOT 2

View Recorded Plat at LeeClerk.org - Use this link to do an Official Records search on the Lee County Clerk of Courts website, using 4 and 45 for the book and page numbers.

Attributes and Location Details

Total Bedrooms / Bathrooms	0
1st Year Building on Tax Roll	N/A
Historic Designation	No

Township	Range	Section	Block	Lot
46	24E	19	0070A	0020
Municipality	**Latitude**	**Longitude**		
Town of Fort Myers Beach	26.45057	-81.949		

View Parcel on Google Maps

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Image of Structure



Photo Date February of 2024 View other photos

Last Inspection Date: 02/01/2024

Property Values / Exemptions / TRIM Notices

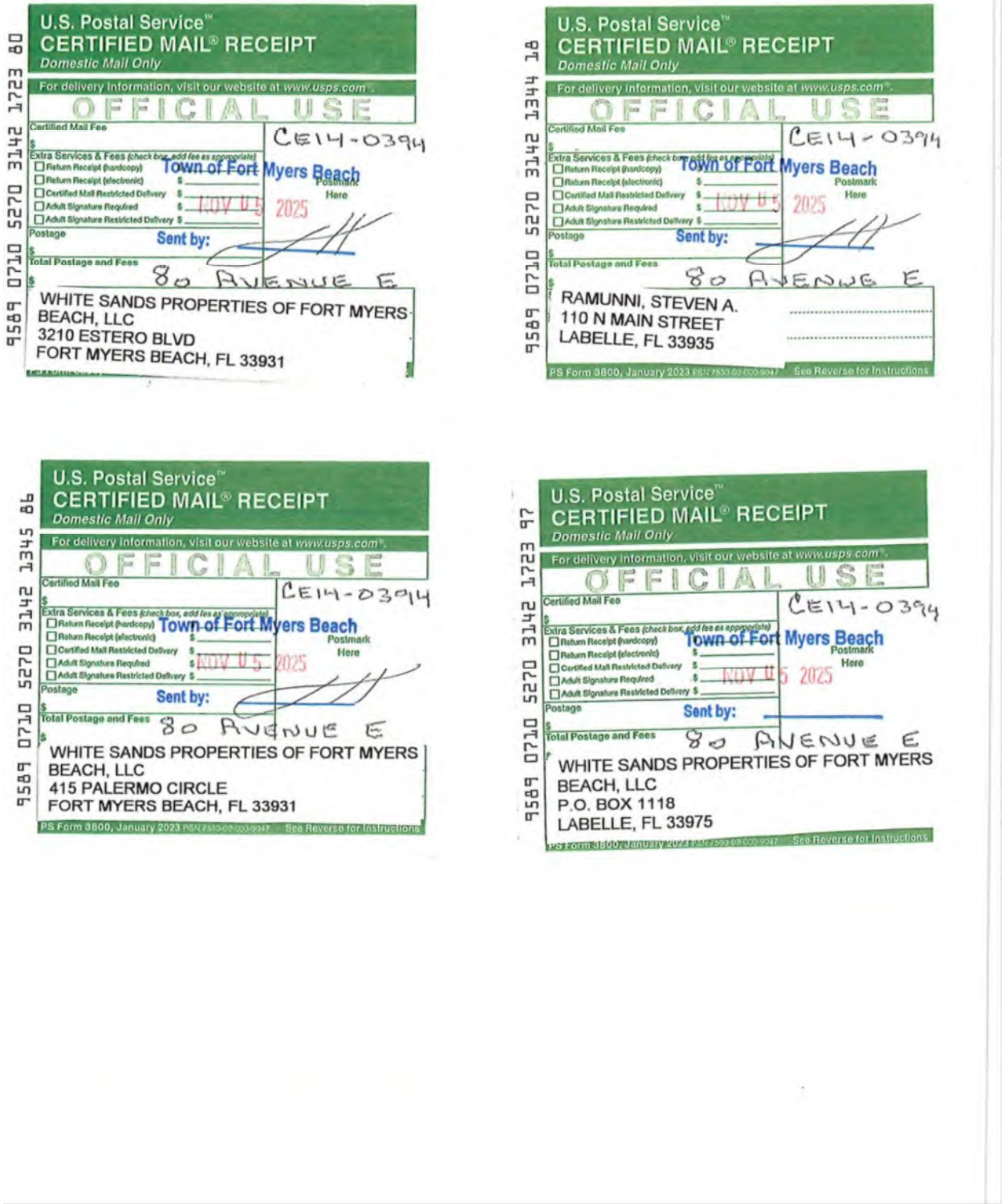
Generated on 9/5/2025 12:24 PM

No existing exemptions found for this property.

TRIM Notices	Tax Year	Just	Land	Market Assessed	Capped Assessed	Exemptions	Classified Use	Taxable
2025 / Additional Info	2025 (TRIM Value)	950,700	950,700	950,700	801,757	0	0	801,757
2024 / Additional Info	2024 (Final Value)	728,870	728,870	728,870	728,870	0	0	728,870
2023 / Additional Info	2023 (Final Value)	759,000	759,000	759,000	759,000	0	0	759,000
2022 / Additional Info	2022 (Final Value)	1,386,001	1,146,360	1,386,001	1,213,505	0	0	1,213,505

https://www.leepa.org/Display/DisplayParcel.aspx?FolioID=10228170&PrintDetails=true 1/5

Affidavit of Notice and Posting EXHIBIT "A":
Certified Mail Receipts



9589 0710 5270 3142 1723 80

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $ NOV 05 2025
☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

CE14-0394

Town of Fort Myers Beach
Postmark Here

Sent by:
80 AVENUE E

WHITE SANDS PROPERTIES OF FORT MYERS BEACH, LLC
3210 ESTERO BLVD
FORT MYERS BEACH, FL 33931

9589 0710 5270 3142 1344 18

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $ NOV 05 2025
☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

CE14-0394

Town of Fort Myers Beach
Postmark Here

Sent by:
80 AVENUE E

RAMUNNI, STEVEN A.
110 N MAIN STREET
LABELLE, FL 33935

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3142 1345 86

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $ NOV 05 2025
☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

CE14-0394

Town of Fort Myers Beach
Postmark Here

Sent by:
80 AVENUE E

WHITE SANDS PROPERTIES OF FORT MYERS BEACH, LLC
415 PALERMO CIRCLE
FORT MYERS BEACH, FL 33931

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3142 1723 97

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $ NOV 05 2025
☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

CE14-0394

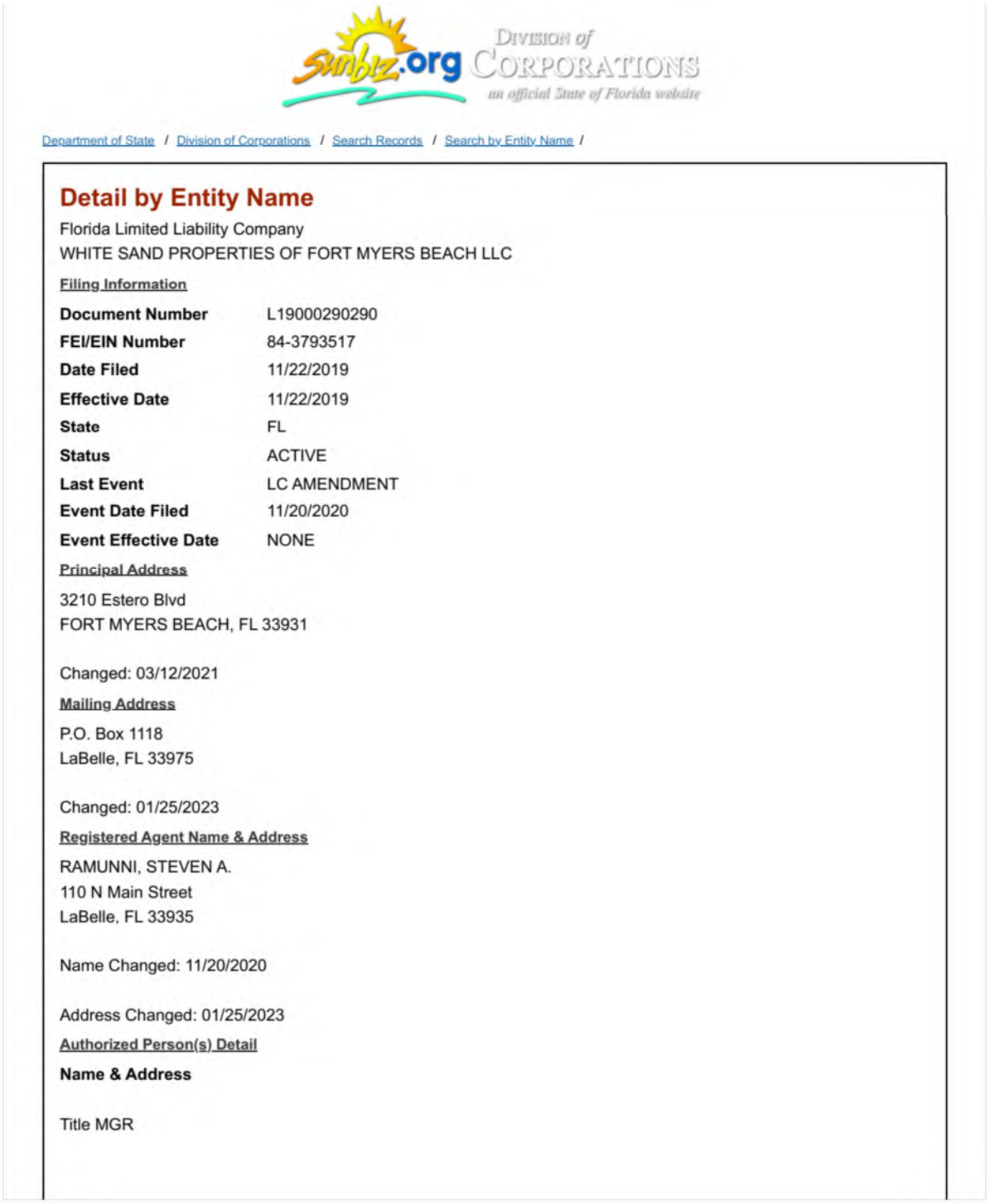
Town of Fort Myers Beach
Postmark Here

Sent by:
80 AVENUE E

WHITE SANDS PROPERTIES OF FORT MYERS BEACH, LLC
P.O. BOX 1118
LABELLE, FL 33975

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Affidavit of Notice and Posting EXHIBIT "A":
Florida Division of Corporations Information



Sunbiz.org Division of Corporations — an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
WHITE SAND PROPERTIES OF FORT MYERS BEACH LLC

Filing Information

Document Number	L19000290290
FEI/EIN Number	84-3793517
Date Filed	11/22/2019
Effective Date	11/22/2019
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/20/2020
Event Effective Date	NONE

Principal Address

3210 Estero Blvd
FORT MYERS BEACH, FL 33931

Changed: 03/12/2021

Mailing Address

P.O. Box 1118
LaBelle, FL 33975

Changed: 01/25/2023

Registered Agent Name & Address

RAMUNNI, STEVEN A.
110 N Main Street
LaBelle, FL 33935

Name Changed: 11/20/2020

Address Changed: 01/25/2023

Authorized Person(s) Detail

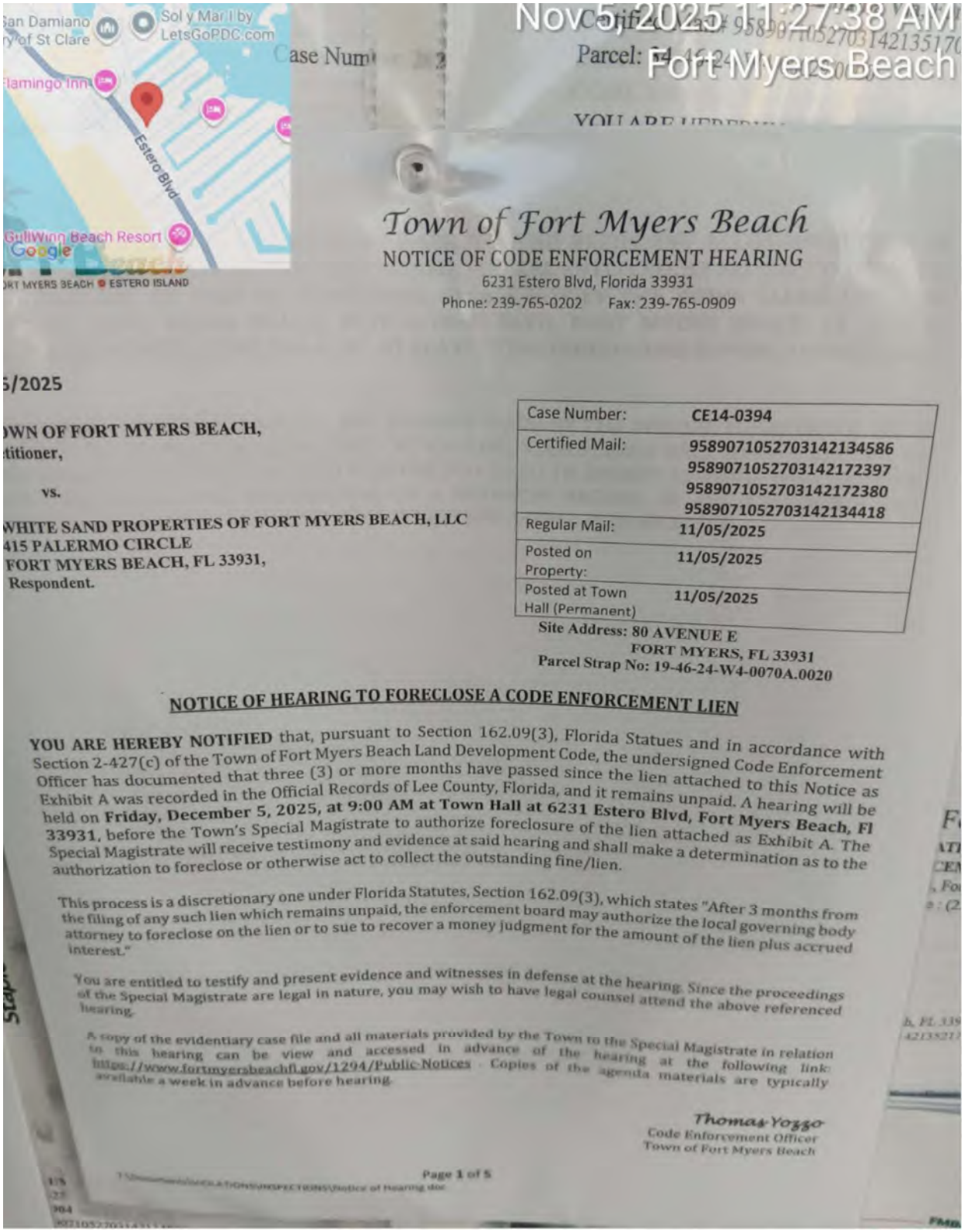
Name & Address

Title MGR

Affidavit of Notice and Posting EXHIBIT "A":
Notice Posted on Subject Property



Affidavit of Notice and Posting EXHIBIT "A":
Notice Posted at Town Hall



CODE ENFORCEMENT SPECIAL MAGISTRATE FOR FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA,
Petitioner,
v.

FMB CASE NO.: CE14-0394

WHITE SAND PROPERTIES OF FORT MYERS BEACH, LLC,

Respondent.
_____/

UNOPPOSED MOTION FOR CONTINUANCE

Petitioner, Town of Fort Myers Beach, Florida, and Respondent, White Sand Properties of Fort Myers Beach, LLC, by and through their respective counsel, agree to and jointly move for entry of an Order continuing this matter with a hearing date of February 4, 2026, at 9:00 a.m. Respondent further waives their notice requirements of this hearing.

WHEREFORE, the parties respectfully request that the Special Magistrate enter an Order granting the relief requested above and any other relief the Special Magistrate deems just and proper.

Dated: December 2, 2025.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 2, 2025, I served the foregoing document with copies to all counsel of record.

Respectfully Submitted,

By: /s/ Alexander Brockmeyer
Alexander Brockmeyer, Esq.
Fla. Bar No.: 105758
Boyle, Leonard & Anderson, P.A.
9111 West College Pointe Drive

Fort Myers, Florida 33919
Phone: (239) 337-1303
Facsimile: (239) 337-7674
eservice@insurance-counsel.com
abrockmeyer@insurance-counsel.com
adebouver@insurance-counsel.com
Counsel for Defendant, White Sand Properties of Fort Myers Beach, LLC

[Remainder of Page Intentionally Left Blank]

CODE ENFORCEMENT SPECIAL MAGISTRATE FOR FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA,
Petitioner,
v.

FMB CASE NO.: CE14-0394

WHITE SAND PROPERTIES OF FORT MYERS BEACH, LLC,

Respondent.
_____/

ORDER OF CONTINUANCE

THIS CAUSE came on Petitioner, Town of Fort Myers Beach, Florida's, and Respondent, White Sand Properties of Fort Myers Beach, LLC's, joint motion to continue this matter, which was scheduled for hearing on December 5, 2025.

IT IS HEREBY ORDERED that this hearing has been continued.

NOTICE IS HEREBY GIVEN THAT SPECIAL MAGISTRATE CONTINUES THE ABOVE ACTION to a new hearing date of **February 4, 2026, at 9:00 a.m.**

The hearing will be held at the Town of Fort Myers Beach Town Hall, 6231 Estero Boulevard, Fort Myers Beach, Lee County, Florida.

Respondent waived further notice Requirements of this hearing.

FURTHER CONTINUANCES WILL NOT BE GRANTED absent a showing of good cause, which must include a bona fide emergency or other extenuating circumstances. The mere agreement of the parties will not constitute good cause. The parties are expected to attend the scheduled hearing and, at a minimum, provide a detailed status update.

ORDERED this _3rd__ day of December 2025.

Monica Schmucker, Special Magistrate

cc: All counsels of record

PARCEL #: 19-46-24-W4-0070A.0020
This Document Prepared By and Return To:
Town of Fort Myers Beach Code Enforcement Department
6231 Estero Blvd.
Fort Myers Beach, FL 33931

CODE COMPLIANCE SPECIAL MAGISTRATE
FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH,
a Florida municipal corporation

Petitioner,

vs. **CASE NO. CE14-0394**

WHITE SAND PROPERTIES OF
FORT MYERS BEACH, LLC,

Respondent.

_____/

FORECLOSURE FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came on for public hearing on February 4, 2026, before the undersigned Special Magistrate for the Town of Fort Myers Beach, for the purpose of adjudication of the Town's Request for Authorization to Foreclose the Lien recorded in the Official Records Book as Instrument Number 2019000067137 on March 27, 2019. Both parties were present, with Respondent, White Sand Properties of Fort Myers Beach, LLC, appearing by and through its designated representatives, Alexander Brockmeyer, Esq. and Steven A. Ramunni, Esq. Having considered the sworn testimony, evidence, and arguments presented, the Special Magistrate finds and orders as follows:

A. FINDINGS OF FACT:

1. Respondent, White Sand Properties of Fort Myers Beach, LLC ("Respondent"), is the current owner of the real property located at 80 Avenue E, Fort Myers Beach, FL, 33931 ("Property"). The legal description of the Property is:

> Lot 2, Block A, Crescent Beach Subdivision, according to the map or plat thereof recorded in Plat Book 4, Page 45, Public Records of Lee County, Florida.

2. On January 17, 2019, a code enforcement hearing was held before the Town's Special Magistrate, who entered a Code Enforcement Order on March 12, 2019, finding that Respondent's predecessor in title to the Property had not complied with a previous code enforcement order and stated "the Special Magistrate vacates the previous order imposing lien and certifies that a fine in the amount of $257,150.00 has accrued and continues to accrue in the amount of $250.00 per day." This fine would accrue until the violations were corrected and the Property brought into compliance. The March 12, 2019 Code Enforcement Order was recorded as a lien against the Property and against all other property owned by Respondent's predecessor in title, both real and personal as of March 27, 2019, as Instrument Number 2019000067137 in the Official Records of Lee County, Florida ("Subject Lien").

3. Respondent acquired the Property on March 26, 2020, by virtue of that certain Deed in Lieu of Foreclosure, recorded as Instrument 2020000163414 on July 20, 2020, in the Official Records of Lee County, Florida, encumbered by the Subject Lien. A Corrective Deed in Lieu of Foreclosure was recorded between Respondent and its predecessor in title as Instrument 2021000315050 on September 24, 2021, in the Official Records of Lee County, Florida.

4. The evidence established that the Property remained in violation until September 28, 2022. Respondent presented insufficient evidence to contest that the Property failed to come into full compliance before that date.

    a. An Affidavit of Compliance, executed by Code Enforcement Manager Thomas Yozzo, was accepted into the Record; and in the Affidavit, Mr. Yozzo attested that the Property came into compliance on September 28, 2022, as a result of damage due to Hurricane Ian and demolition. (Pet'r Ex. 4.)

    b. The Parties submitted into evidence a Zoning Verification Letter dated November 18, 2020, stating "[t]here are no active Code Enforcement cases on this property." (Pet'r Ex. 35; Resp. Ex. 3, Tab 1E.) Despite Respondent's contention to the contrary, this does not establish that the Property was in compliance at that time. The evidence shows that an inquiry about an *active* case is distinct from an inquiry about an existing lien. (Pet'r Ex. 55.) Furthermore, the letter was obtained in connection with Respondent's efforts to redevelop the Property, which Respondent pursued in lieu of merely taking the corrective action necessary to remedy the violations associated with the Subject Lien. Negotiations related to this redevelopment delayed Respondent's compliance efforts, causing the Town's fine-reduction offers to expire, as all offers required immediate payment and corrective action, notwithstanding any broader plans Respondent may have had. (Pet'r Exs. 30–36.) The Record reflects that Respondent sought fine reductions that would have resolved the Lien had Respondent immediately paid and corrected the violations, but Respondent failed to do so. These communications took place both before and after the date of the Zoning Verification Letter. (Pet'r Exs. 26–36.) Thus, the Letter does not prove that the Property was in compliance; rather, when viewed

in context with the rest of the evidence, it demonstrates that Respondent knew that the violations and fines existed and still needed to be addressed.

c. Respondent offered no further evidence of bringing the Subject Property into compliance before September 28, 2022.

5. The Property continued to accrue fines until September 28, 2022, when the noncompliant structure was destroyed by Hurricane Ian.

6. Between March 12, 2019 and September 28, 2022, the Property remained in violation for another 1,296 days, accruing a fine of $250.00 per day, equaling $324,000.00. Combined with the $257,150.00 that had accrued as of the March 12, 2019 Order, and the $150.00 administrative costs, the fine totals **$581,300.00.**

7. Respondent paid $50,000.00 on December 12, 2019, towards this outstanding fine in exchange for a partial release of the Subject Lien as to a separate property located at 1560 I Street, Fort Myers Beach, Florida, which had also been encumbered by the Subject Lien. (Pet'r Exs. 21, 22, 23.) The record contains competent, substantial evidence that this $50,000.00 payment reflects a partial payment to be credited toward the Subject Lien balance.

8. On March 2, 2021, two partial releases of the Subject Lien were recorded for two separate properties—Parcel #19-46-24-W4-0060D.0100 and Parcel #30-46-24-W2-003M0.0080—both evidently encumbered by the Subject Lien. ("2021 Lien Releases") (Resp. Ex. 3 Tabs 1F–1G.) The record contains no competent evidence of what, if any, consideration was paid for these releases or that any such consideration should serve as a credit against the Subject Lien.

9. Respondent submitted as evidence an Affidavit of Jesse Schmid, dated February 2, 2026, and a copy of a check in the amount of $111,628.04 dated March 31, 2020, from Beachfront Escapes LLC to the Town of Fort Myers Beach, with "Release" in the memo. (Resp. Ex. 3, Tabs 1, 1C.) In the Affidavit, Mr. Schmid states that this payment was primarily to clear fines on the 1710/1740 Estero Boulevard property for Respondent's purchase, but that $15,000.00 of it was specifically allocated as payment towards the Subject Lien. (Resp. Ex. 3, Tab 1.) Mr. Schmid explains that the reason this payment combined the fines due on both 1710/1740 Estero Boulevard and 80 Avenue E, was because Respondent only agreed to purchase one property if it could purchase the other.[1] Respondent contends that this payment was the consideration paid for the 2021 partial Lien Releases and that this proves the Subject Lien had been fully satisfied. Alternatively, Respondent contends that the $15,000.000 should be credited toward the Subject Lien. The evidence supports neither.

a. Despite Petitioner's assertion to the contrary, the fact that the check was written by a third party does not preclude it from serving as consideration for a partial release of the Subject Lien, which could be paid by a third party for an infinite number of

[1] It bears noting that when this payment was made, Respondent *had already* closed on 80 Avenue E subject to this Lien.

reasons we need not unravel here. Nevertheless, the Record lacks competent evidence connecting this payment to the Subject Lien.

b. The evidence does not support Respondent's contention that this payment fully satisfied the Subject Lien or otherwise constituted payment for release of the Subject Lien.
   i. The check, itself, does not identify what is being released or any allocation of funds. (Resp. Ex. 3 Tabs 1C.)
   ii. All lien releases in evidence, including those recorded on March 2, 2021, are expressly titled *partial* releases (Resp. Ex. 3 Tabs B, F, G), which supports that the Subject Lien was still not fully satisfied even as of March 2, 2021.
   iii. Respondent submitted no evidence of a full release or any such agreement reduced to writing.
   iv. Discussions of resolving the Subject Lien between the Parties continued in the months that followed the March 31, 2020 payment. (See e.g. Pet'r Exs. 31–32.)

c. The Record contains no competent evidence connecting any part of the March 31, 2020 payment to the 2021 partial Lien Releases, or that any such payment, even if made, should be credited towards the Subject Lien. After the March 31, 2020 payment, Respondent closed on the purchase of 1710/1740 Estero Boulevard on June 12, 2020; yet, these two partial releases were not recorded until March 2, 2021, nearly nine months after closing and a year after the payment had been made. (Resp. Ex. 3 Tabs 1, 1D, 1F–G.) The timing, especially when considered with all surrounding facts, raises significant doubt as to whether the March 31, 2020 payment was connected to those releases at all.

d. The evidence simply does not support that any part of the March 31, 2020 payment—let alone any specific amount—was paid to release, in whole or in part, the Subject Lien.

10. The Record contains no evidence of the Subject Lien ever having been fully paid, fully satisfied, or otherwise fully released. Even after applying the $50,000.00 credit established by the evidence, a substantial balance of $531,300.00, remains unpaid on the Subject Lien.

11. More than three months have passed since the Subject Lien was recorded on March 27, 2019, in the Official Records Book as Instrument Number 2019000067137.

12. Service is not at issue. Respondent was represented at the hearing by its legal counsel, having received notice of the hearing along with copies of the order/lien on which foreclosure was requested and did not have any objections related to service or notice or evidence submitted by the Town into the record. This case is therefore properly before the Special Magistrate.

13. The Subject Property is not a homestead under Section 4, Article X of the State of Florida's Constitution.

B. CONCLUSION OF LAW:

1. The Subject Lien recorded as Instrument Number 2019000067137 on March 27, 2019, in the Official Records Book of Lee County, Florida, remains valid, unpaid, due, and owing.

2. Petitioner has met all conditions precedent and legal prerequisites for requesting authorization to foreclose the Subject Lien recorded as Instrument Number 2019000067137 on March 27, 2019, in the Official Records Book of Lee County, Florida.

3. No legal reason has been shown by Respondent to prevent foreclosure or other action to collect the outstanding fine of $531,300.00.

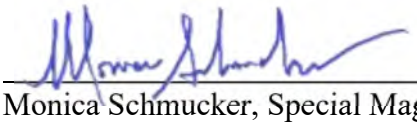
4. Respondent's defense of res judicata is found to be inapplicable to the instant proceedings. The current enforcement action involves a different lien instrument than the previous foreclosure authorization order entered in this case. The proceedings to foreclose this instrument arose from different operative facts from what was required to obtain authorization to foreclose a 2016 lien, and the Town's request to foreclose the Subject Lien is supported by new facts and additional evidence.

5. Respondent's defenses of election of remedies and issue splitting are likewise inapplicable to these proceedings. The code enforcement process established by Chapter 162 and the Town's Code specifically contemplates sequential enforcement actions for continuing violations and outstanding fines. The order recorded on March 27, 2019, is a separate and distinct order that superseded and vacated a 2016 Order Imposing Lien. The Town's current request for authorization to initiate foreclosure proceedings for the Subject Lien is the enforcement of the operative lien instrument, not an improper splitting of claims.

C. ORDER:

Based upon the forgoing Findings of Fact and Conclusions of Law, **it is hereby ORDERED** that the Town of Fort Myers Beach is **authorized to foreclose** the above-referenced unpaid Lien against White Sand Properties of Fort Myers Beach, LLC, recorded March 27, 2019, in the Official Records of Lee County, Florida, as Instrument Number **2019000067137**, in the amount of $531,300.00, together with all interest, administrative fees, and costs authorized by law, pursuant to Section 2-427 of the Town of Fort Myers Beach Land Development Code and applicable Florida law.

ORDERED this 20th day of February 2026.



Monica Schmucker, 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.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that true and correct copy of the Order was sent by U.S. Mail on the 20 day of February, 2026 to:

White Sand Properties of Fort Myers Beach, LLC
415 Palermo Cir.
Fort Myers Beach, FL 33931

Steven A. Ramunni- Reg. Agent for:
White Sand Properties of Fort Myers Beach, LLC
110 N. Main St.
Labelle, FL 33935

Town of Fort Myers Beach
Code Enforcement Department
6231 Estero Blvd
Fort Myers Beach, FL 33931

I certify this document to be true and correct copy of the original on file in Town Hall, Fort Myers Beach, State of Florida, County of Lee.

BY: Amy Baker (Feb 20, 2026 14:34:42 EST) Dated Feb 20, 2026
Town Clerk and Clerk to Special Magistrate

PAYMENT OF ADMINISTRATIVE COSTS, LIENS, OR FINES: All payments shall be made payable to the **Town of Fort Myers Beach**. The case number must be clearly referenced on the payment. Payment shall be delivered or mailed to:

Town of Fort Myers Beach
Attention: Code Enforcement
6231 Estero Blvd.
Ft. Myers Beach, FL 33931

Town of Fort Myers Beach

CODE COMPLIANCE

2523 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239)765-0909

2/9/2017

CASE NUMBER:	**CE17-0065**
CERTIFIED MAIL:	**7016 2140 0000 1484 1959**

ORLANDINI JOSEPH B
281 PALERMO CIR
FORT MYERS BEACH, FL 33931

SITE ADDRESS: **80 AVENUE E**
PARCEL STRAP NO: **194624W40070A0020**

NOTICE OF VIOLATION

YOU ARE HEREBY NOTIFIED that an inspection of the above-referenced property on ***2/3/2017*** by Town of Fort Myers Beach Code Enforcement Officer ***JOE KONTOMANOLIS*** indicates that the following items are a violation:

Work w/ out permit-building C

These items are a violation of the following Town Codes:

LDC Sec 6-111 The Florida Building Code is hereby adopted by reference and made a part of this article, including all revisions and amendments approved in accordance with state law.

FBC 105.1 Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

You are hereby directed to abate or remedy these violations within 14 days of receipt of this notice.

The violation(s) can be abated or corrected by taking the following actions: Secure required permit and associated inspections.

Florida Statute 162.06: Enforcement procedure- If a repeat vilation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation.

Town of Fort Myers Beach
CODE COMPLIANCE
2523 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239)765-0909

ONCE YOU HAVE ABATED OR CORRECTED THE VIOLATIONS, IT IS YOUR OBLIGATION TO NOTIFY CODE ENFORCEMENT SO THAT THE PROPERTY CAN BE INSPECTED BY A CODE OFFICER TO VERIFY THAT THE VIOLATION(S) HAVE BEEN ABATED OR CORRECTED ON OR BEFORE THE ABOVE-SPECIFIED COMPLIANCE DATE.

If you fail to correct the violation(s) by the date specified above, or if the violation(s) is (are) abated and reoccur(s), the case may be scheduled for hearing before the Town of Fort Myers Beach Special Magistrate. The Code Enforcement Division may, in their discretion, schedule the case for a hearing and seek a finding of a violation by the Special Magistrate even if you have corrected the violation prior to the time set for the hearing.

You will be provided with a Notice of Hearing specifying the date, time and location of the hearing if one is scheduled. Please be aware that under Florida Statutes, Chapter 162 and Town of Fort Myers Beach Land Development Code, Section 2-427(b), a fine of up to $250.00 per day for the first violation or $500.00 per day for a repeat violation may be imposed for each day the violation continues to exist past the date set for compliance by the Special Magistrate. If the Special Magistrate finds that a violation is irreparable or irreversible in nature, a fine of up to $5,000.00 per violation may be imposed. The Special Magistrate may also assess the costs of prosecution of the case against you and you may be required to pay those fees, even if the violation has been corrected prior to the hearing.

Please contact the Town of Fort Myers Beach Code Enforcement Division at (239) 476-2467 if you have any questions concerning this Notice of Violation.

Respectfully,

JOE KONTOMANOLIS
Code Enforcement Officer
Town of Fort Myers Beach

Received By: _____ Date: _____

Town of Fort Myers Beach

NOTICE OF VIOLATION AND
NOTICE OF CODE ENFORCEMENT HEARING

2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0909

June 16, 2017

Case Number:	**CE17-0065**
Certified Mail:	**7017 0660 0000 3686 1649**
Regular Mail:	**6/16/2017**

TOWN OF FORT MYERS BEACH
Petitioner

vs.

ORLANDINI JOSEPH B
281 PALERMO CIR
FORT MYERS BEACH, FL 33931

Site Address: **80 AVENUE E**
Parcel Strap No.: **194624W40070A0020**

NOTICE OF CODE ENFORCMENT HEARING- AMENDED

YOU ARE HEREBY NOTIFIED that, on, ***REPEAT - Work w/ out permit - Pavers*** was identified as a violation of the Town's Codes. . A Hearing before the Town's Code Enforcement Special Magistrate concerning the violation(s) has, therefore, been scheduled for:

7/26/2017 at 9:00 A.M. in the Council Chambers at Town Hall, locate at 2525 Estero Boulevard, Fort Myers Beach, Florida.

NO ADDITIONAL NOTICE OF THE HEARING WILL BE PROVIDED TO YOU. If you fail to attend this hearing, the Code Enforcement Special Magistrate will consider the case, even though you are not present, and may assess fines or take other actions that will affect your rights. This is the only Notice of this hearing that you will receive. Please govern yourself accordingly.

Please be aware that under Florida Statutes chapter 162 and Town of Fort Myers beach Land Development Code Section 2-427(b) a fine of up to $250.00 per day for the first violation or $500.00 per day for a repeat violation may be imposed for each day the violation continues or is repeated. If the Special Magistrate finds that a violation is irreparable or irreversible in nature, a fine of up to $5,000.00 per violation may be imposed. The Special Magistrate may also assess the costs of prosecution of the case against you and you may be required to pay those fees, even if the violation(s) has been corrected or abated prior to the hearing.

Town of Fort Myers Beach
NOTICE OF VIOLATION AND
NOTICE OF CODE ENFORCEMENT HEARING
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0909

MOLLY JACOBS
Code Enforcement Officer
Town of Fort Myers Beach

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE MAY NEED TO ENSURE AT THEIR OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE TOWN CLERK FOR THE TOWN OF FORT MYERS BEACH, 2525 ESTERO BLVD. FORT MYERS BEACH, FL 33931; TELEPHONE NUMBER (239) 765-0202 EXT 1400, WITHIN 2 WORKING DAYS PRIOR TO THE MEETING DATE.

Exhibit "Y"

INSTR # 2018000049665, Doc Type LI, Pages 3, Recorded 03/01/2018 at 02:08 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk ERECORD

PARCEL #: 19-46-24-W4-0070A.0020

SPACE ABOVE RESERVED FOR RECORDING

BEFORE THE SPECIAL MAGISTRATE FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA,

CASE NO. CE17-0065

Petitioner,

v.

JOSEPH ORLANDINI,

Respondent(s)

_____/

CODE ENFORCEMENT ORDER

THIS CAUSE came on for public hearing on July 26, 2017 before the undersigned Special Magistrate for the Town of Fort Myers Beach, with the Respondent, JOSEPH ORLANDINI, present. Having considered the sworn testimony, evidence and arguments presented, the Special Magistrate finds and decides as follows:

A. FINDINGS OF FACT

1. The Respondent is the owner, lessee, responsible entity or otherwise in charge of or responsible for the subject property.

2. The Respondent received notice of the alleged existence of a certain condition on the property described herein, and that such condition constituted a violation of a Town of Fort Myers Beach Ordinance.

3. The notice given to the Respondent specified that certain actions to abate the alleged violation were to be taken by a time certain, but Respondent failed to complete such actions timely.

4. The following condition exists on the subject property, as reported by Petitioner, at 80 Avenue E, Fort Myers Beach, FL 33931:

   WORK WITHOUT A PERMIT-Pavers IN VIOLATION OF TOWN OF FORT MYERS BEACH LDC 10-101 (a).

5. Petitioner has incurred administrative costs and expenses in the amount of **$175.00** in the prosecution of this case.

B. CONCLUSION OF LAW

1. Respondent, by reason of the foregoing, is in repeat violation of Town of Fort Myers Beach LDC 10-101 (a).

2. The costs incurred herein shall constitute a legal debt against the Respondent, pursuant to Section 162.09, Florida Statutes, which is due and owing to the Petitioner as of the date of this Order.

C. ORDER

WHEREFORE IT IS ORDERED that Respondent shall:

1. Correct or abate the aforesaid violation in the following manner **PRIOR TO** the date listed below:

   SECURE REQUIRED PERMITS AND PASS REQUIRED INSPECTIONS (LIMITED DEVELOPMENT REVIEW ORDER "LDO")

   The said violation was not corrected or abated as indicated above **PRIOR TO AUGUST 30, 2017** a fine of **$150.00 per day** shall be imposed against Respondent, beginning on that date and continuing for each day that the aforesaid violation continues to exist.

   When the violation has been abated, Respondent **MUST CALL CODE ENFORCEMENT AT 239-765-0202 AND REQUEST A RE-INSPECTION.**

2. Reimburse the Petitioner for costs set out in Paragraph A(5) above.

   In the event the costs awarded herein are not paid prior to **AUGUST 30, 2017** these costs may become a lien against the Respondent, upon being recorded in the Public Records of Lee County, even if the violation has been abated in accordance with this Order.

   Failure to abate this violation as set forth herein could result in the accrual of additional administrative costs and expenses.

   Payment of administrative costs and fines: Checks should be made payable to "Town of Fort Myers Beach" and mailed to:

   Town of Fort Myers Beach
   Attention: Code Enforcement
   2525 Estero Boulevard
   Fort Myers Beach, FL 33931.

   Please include a case number on the check.

Non-compliance with the terms of this Order will result in the imposition of a lien against all real and personal property of Respondent, and could result in a lien foreclosure action.

DONE AND ORDERED at Town of Fort Myers Beach Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Lee County, Florida on JULY 26, 2017.

Special Magistrate of Lee County, Florida
in and for the Town of Fort Myers Beach

APPEAL: An aggrieved party may appeal an Order of the Special Magistrate of Lee County to the 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.

REHEARING: Either the Town or the violator may request a rehearing of the decision of the Special Magistrate. A request for rehearing will be made in writing, and will be filed with the clerk within ten (10) business days of the Special Magistrate's execution of the Order. A request for the rehearing will be based only on the grounds that the decision was contrary to the evidence or that the hearing involved an error on a ruling of law that was fundamental to the decision of the Special Magistrate. The written request for rehearing will specify the precise reasons therefore. The Special Magistrate will make a determination as to whether or not to rehear the matter and his decision will be made at a public hearing. If the Special Magistrate determines that he will grant a rehearing, he may: schedule a hearing where the parties will be given the opportunity to present evidence or argument limited to the specific reasons for which the rehearing was granted; or modify or reverse the prior Order, without receiving further evidence, providing the change is based on a finding that the prior decision of the Special Magistrate resulted from a ruling on a questions of law which the Special Magistrate has been informed was an erroneous ruling.

Until a request for rehearing has been denied or otherwise disposed of, the Order of the Special Magistrate will be stayed and the time for taking an appeal, pursuant to this section, will not commence to run until the date upon which the Special Magistrate has finally disposed of the request for rehearing by denying the same or otherwise.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been sent by interoffice mail or hand delivery to the Town of Fort Myers Beach and Attorney for the Town of Fort Myers Beach and by U.S. mail to:

JOSEPH ORLANDINI
281 PALERMO CIR
FORT MYERS BEACH, FL 33931

Assistant to the Special Magistrate for the
Town of Fort Myers Beach, Florida

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0909

5/30/2019

Case Number:	**CE17-0065**
Certified Mail:	**7019 0160 0000 9737 8462**
Regular Mail:	**5/30/2019**

TOWN OF FORT MYERS BEACH
Petitioner

vs.

ORLANDINI JOSEPH B
281 PALERMO CIR
FORT MYERS BEACH, FL 33931

Site Address: **80 AVENUE E**
Parcel Strap No.: **194624W40070A0020**

NOTICE OF CODE ENFORCEMENT HEARING-AMENDED IMPOSITION OF FINES/LIENS

YOU ARE HEREBY NOTIFIED that, pursuant to Chapter 2, Article V of the Town of Fort Myers Beach Land Development Code, the undersigned Code Enforcement Officer has documented that (an) uncorrected violation(s) of one or more codes of the Town of Fort Myers Beach, as described in the **NOTICE OF VIOLATION**, previously provided to you, exists on the above-described property. A Hearing before the Town's Code Enforcement Special Magistrate concerning the violation(s) has, therefore, been scheduled for:

6/20/2019 at 10:30 A.M. in the Council Chambers at Town Hall, locate at 2525 Estero Boulevard, Fort Myers Beach, Florida.

A copy of the previously issued **NOTICE OF VIOLATION** is attached hereto and incorporated herein by reference.

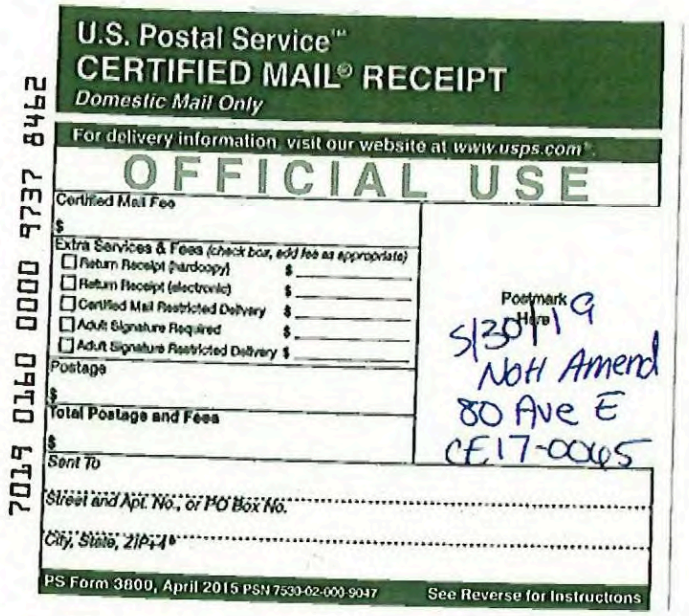
NO ADDITIONAL NOTICE OF THE HEARING WILL BE PROVIDED TO YOU. If you fail to attend this hearing, the Code Enforcement Special Magistrate will consider the case, even though you are not present, and may assess fines or take other actions that will affect your rights. If you believe you have come into compliance, it is **your** responsibility to contact the Code Enforcement Division so that an inspection can be performed to determine compliance.

Town of Fort Myers Beach
NOTICE OF CODE ENFORCEMENT HEARING
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0909

Carl Benge
Code Enforcement Officer
Town of Fort Myers Beach

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE MAY NEED TO ENSURE AT THEIR OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE TOWN CLERK FOR THE TOWN OF FORT MYERS BEACH, 2525 ESTERO BLVD. FORT MYERS BEACH, FL 33931; TELEPHONE NUMBER (239) 765-0202 EXT 1400, WITHIN 2 WORKING DAYS PRIOR TO THE MEETING DATE.



7019 0160 0000 9737 8462

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

5/30/19
NOH Amend
80 Ave E
CE17-0005

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking®

FAQs > (https://www.usps.com/faqs/uspstracking-faqs.htm)

Track Another Package +

Tracking Number: 70190160000097378462

Remove ×

Your item was delivered to an individual at the address at 9:24 am on May 31, 2019 in FORT MYERS BEACH, FL 33931.

Delivered

May 31, 2019 at 9:24 am
Delivered, Left with Individual
FORT MYERS BEACH, FL 33931

Feedback

Tracking History

May 31, 2019, 9:24 am
Delivered, Left with Individual
FORT MYERS BEACH, FL 33931
Your item was delivered to an individual at the address at 9:24 am on May 31, 2019 in FORT MYERS BEACH, FL 33931.

May 31, 2019, 6:22 am
Departed USPS Regional Facility
FORT MEYERS FL DISTRIBUTION CENTER

May 30, 2019, 8:57 pm
Arrived at USPS Regional Facility
FORT MEYERS FL DISTRIBUTION CENTER

Product Information

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

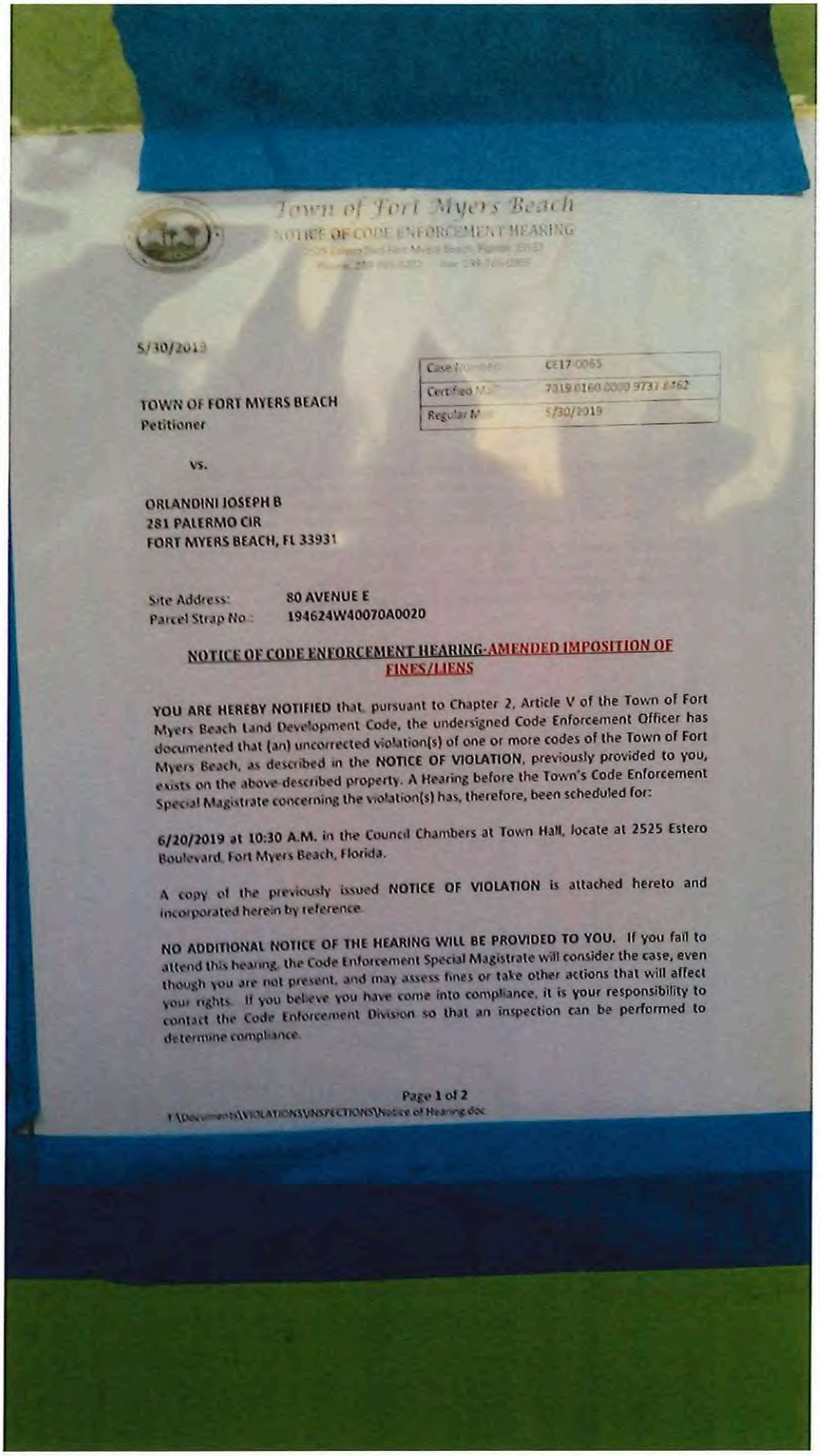
FAQs (https://www.usps.com/faqs/uspstracking-faqs.htm)

Feedback

The easiest tracking number is the one you don't have to know.

With Informed Delivery®, you never have to type in another tracking number. Sign up to:

- See images* of incoming mail.
- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions™ for your mail carrier.



Town of Fort Myers Beach

NOTICE OF CODE ENFORCEMENT HEARING

5/30/2019

Case [illegible]	CE17-0065
Certified M[illegible]	7019 0160 0000 9737 8462
Regular M[illegible]	5/30/2019

TOWN OF FORT MYERS BEACH
Petitioner

vs.

ORLANDINI JOSEPH B
281 PALERMO CIR
FORT MYERS BEACH, FL 33931

Site Address: **80 AVENUE E**
Parcel Strap No.: **194624W40070A0020**

NOTICE OF CODE ENFORCEMENT HEARING-AMENDED IMPOSITION OF FINES/LIENS

YOU ARE HEREBY NOTIFIED that, pursuant to Chapter 2, Article V of the Town of Fort Myers Beach Land Development Code, the undersigned Code Enforcement Officer has documented that (an) uncorrected violation(s) of one or more codes of the Town of Fort Myers Beach, as described in the **NOTICE OF VIOLATION**, previously provided to you, exists on the above-described property. A Hearing before the Town's Code Enforcement Special Magistrate concerning the violation(s) has, therefore, been scheduled for:

6/20/2019 at 10:30 A.M. in the Council Chambers at Town Hall, locate at 2525 Estero Boulevard, Fort Myers Beach, Florida.

A copy of the previously issued **NOTICE OF VIOLATION** is attached hereto and incorporated herein by reference.

NO ADDITIONAL NOTICE OF THE HEARING WILL BE PROVIDED TO YOU. If you fail to attend this hearing, the Code Enforcement Special Magistrate will consider the case, even though you are not present, and may assess fines or take other actions that will affect your rights. If you believe you have come into compliance, it is your responsibility to contact the Code Enforcement Division so that an inspection can be performed to determine compliance.

Page 1 of 2
T:\Documents\VIOLATIONS\INSPECTIONS\Notice of Hearing.doc


NO
UNAUTHORIZED
PARKING
VEHICLES WILL
BE TOWED AT
OWNERS EXPENSE
BY
ANGEL TOWING

Danielle Batt

From:	Bill Stout
Sent:	Thursday, May 30, 2019 8:16 PM
To:	Kristin Schumacher; Daphnie Bercher
Subject:	80 Avenue E NOH CE17-0065 post pictures
Attachments:	20190530_200600_resized.jpg; 20190530_200550_resized.jpg

Hi,

I, Bill Stout, took these pictures at 80 Avenue E on May 30th at 20:05.

Bill Stout

Sent from my Verizon 4G LTE smartphone

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000160404, Doc Type LI, Pages 3, Recorded 7/9/2019 at 11:14 AM, Deputy Clerk CDOUGLAS ERECORD
Rec Fees: $27.00

PARCEL #: 19-46-24-W4-0070A.0020
This Document Prepared By and Return To:
Town of Fort Myers Beach Code Enforcement Department
2525 Estero Blvd.
Fort Myers Beach, FL 33931

CODE COMPLIANCE SPECIAL MAGISTRATE
FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH, FLORIDA,

Petitioner,

vs. **CASE NO. CE17-0065**

ORLANDINI, JOSEPH,

Respondent.

CODE ENFORCEMENT ORDER IMPOSING LIEN

THIS CAUSE came on for public hearing on June 20, 2019, before the undersigned Special Magistrate for the Town of Fort Myers Beach, with the Respondent, Joe Orlandini, present. Having considered the sworn testimony, evidence and arguments presented, the Special Magistrate finds and orders as follows:

A. FINDINGS OF FACT:

1. The Respondent, Joe Orlandini ("Respondent"), is the owner, lessee, responsible entity or otherwise in charge of or responsible for the subject property located at 80 Avenue E, Fort Myers Beach, FL 33931 ("Property"), legally described as:

   Lot 2, Block A, CRESCENT BEACH SUBDIVISION, accoding to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Cout in Plat Book 4, Page 45, Public Records of Lee County, Florida.

2. The Respondent was served with a Notice of Violation ("NOV") alleging the existence of a violation of the Town of Fort Myers Beach Code of Ordinances ("Town Code") on the Property.

3. The NOV specified that Respondent was required to correct the violation by a time certain, but Respondent failed to do so.

4. The Respondent was served with a Notice of Hearing as a result of non-compliance with the NOV, and on July 26, 2017, a hearing took place at which competent substantial evidence was entered into the record that the Property/Respondent were in violation of Town Code. Accordingly, the Town of Fort Myers Special Magistrate ("Special Magistrate") entered an Order of Enforcement finding the Property/Respondent in violation of Section 6-111, Adopting FBC 105.1 of the Town Code.

5. Subsequent thereto, an Affidavit of Non-Compliance was prepared by Petitioner stating that Respondent had not complied with the Order of Enforcement, and a Notice of Hearing was served on the Respondent stating that a lien certification public hearing would take place on June 20, 2019. The Notice of Hearing further stated that at said hearing the Special Magistrate would receive evidence, hear testimony, and determine whether or not the Respondent was in compliance with the Order of Enforcement.

6. The Respondent has complied with the Order of Enforcement after 310 days of non-compliance, not paid the accrued fine in the amount of $46,500.00, nor paid the administrative fee/cost of prosecution in the amount of $175.00.

B. CONCLUSION OF LAW:

1. Respondent, by reason of the foregoing facts, was in violation of Town Code and took 310 days to comply with the Order of Enforcement.

C. ORDER/IMPOSITION OF LIEN:

1. The Special Magistrate certifies that a fine in the amount of $46,675.00, has accrued every day that Respondent was in non-compliance with the Order of Enforcement previously entered in this case.

2. The Special Magistrate believes property owner has come forth and presented sufficient evidence of mitigating circumstances therein and reduced the lien being imposed to the amount of $500.00.

3. This Order may be recorded in the public records of Lee County, Florida or in any other county in the State of Florida where Respondent owns property and if so recorded shall constitute a lien against the Property and any other real or personal property that Respondent owns in Lee County or other county in the State of Florida.

4. **The Respondent is ordered to contact the Town of Fort Myers Beach Code Enforcement Department to re-inspect the property to verify compliance. A COMPLIANCE RE-INSPECTION WILL NOT be conducted unless the Respondent contacts the Town of Fort Myers Beach Code Enforcement Department.**

ORDERED this 20 day of June, 2019 and executed this 3 day of July, 2019.

Myrnabelle Roche, Special Magistrate

APPEAL: An aggrieved party may appeal an Order of the Special Magistrate of the Town of Fort Myers Beach to the Lee County Circuit Court. The appeal shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

PAYMENT OF ADMINISTRATIVE COSTS AND FINES: Checks should be made payable to "Town of Fort Myers Beach," include the case number and mailed to:

Town of Fort Myers Beach
Attention: Code Enforcement
2525 Estero Boulevard
Fort Myers Beach, FL 33931

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Order was sent by U.S. Mail on the 9 day of July, 2019 to:

Joseph Orlandini
281 Palermo Cir.
Fort Myers Beach, FL 33931

Code Compliance Coordinator

I certify this document to a be true and correct copy of the original on file in Town Hall, Fort Myers Beach, State of Florida, County of Lee.

BY: 7/9/19
Dated

FMBgov.com
Dan Allers, Mayor | Jim Atterholt, Vice Mayor | John R. King, Council Member | Scott Safford, Council Member | Karen Woodson, Council Member

Instrument Prepared by and Return to:

Fort Myers Beach Code Enforcement

2731 Oak Street

Fort Myers Beach, Florida 33931

TOWN OF FORT MYERS BEACH, FLORIDA

CODE ENFORCEMENT

AFFIDAVIT OF COMPLIANCE

STATE OF FLORIDA)
COUNTY OF LEE)

BEFORE ME, the undersigned authority, personally appeared Thomas Yozzo, Code Enforcement Manager for the Town of Fort Myers Beach, FL, who after being duly sworn, deposes and says:

1. On the 3rd day of February, 2017, Orlandini, Joseph B (property owner) was found in violation of the Town of Fort Myers Beach Ordinance No. 105.1, (work without a permit) at the property located at 80 Avenue E, Fort Myers Beach, FL 339311 ("Subject Property") by virtue of a Code Enforcement Order by the Special Magistrate in CE Case No. CE17-0065, which was adjudicated on the 20th day of June, 2019 .
2. The Order was recorded as Instrument No. 2019000160404 on the 9th day of July, 2019 in the public records of Lee County, Florida.

FMBgov.com

Dan Allers, Mayor | Jim Atterholt, Vice Mayor | John R. King, Council Member | Scott Safford, Council Member | Karen Woodson, Council Member

3. Orlandini, Joseph B was given 30 days to come into compliance with the Special Magistrate's Order, which was on or before the 26th day of July, 2017.

4. According to available records in possession of the Town of Fort Myers Beach, an inspection of the Subject Property was performed by a Code Enforcement Officer on the 4th day of April, 2024, and the Subject Property was found in compliance on the 28th day of September, 2022 due to Hurricane Ian and the property being Demoed.

5. No further action has been taken by the Town of Fort Myers Beach regarding this violation, which was corrected as stated above.

6. Code Enforcement Case No. CE17-0065 will be closed upon payment of $650.00 lien in full.

7. I have personal knowledge of all these facts based on my review of records in possession of the Town of Fort Myers Beach, Florida.

FURTHER AFFIANT SAYETH NOT.

Signed on this 16 day of April, 2024.

Vozzo, Thomas W

Print Name

Code Enforcement Officer

FMBgov.com

Dan Allers, Mayor | Jim Atterholt, Vice Mayor | John R. King, Council Member | Scott Safford, Council Member | Karen Woodson, Council Member

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of April, 2024 by Thomas Yozzo, as _____, who is personally known to me or has produced _____ as identification.

ASHLEY SHEPARD
Commission # HH 253125
Expires April 14, 2026

Signature of Notary

Ashley Shepard
(Name typed, printed or stamped)

My Commission expires: April 14, 2026