



Town Council

**Town Hall Council Chambers
6231 Estero Boulevard
Fort Myers Beach, FL 33931
Monday, August 24, 2026**

Agenda

9:00 AM

ORDER OF BUSINESS

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

V. PUBLIC COMMENT

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

A. 2026 Citizen of Distinction Award

Select the recipient(s) of the 2026 Citizen of Distinction Award from the four nominations received, and provide direction to staff for the Grand Marshal recognition in the Town's annual Fourth of July Parade.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

A. Audit Committee

Approve waiver for Jim Dunlap to serve on both LPA and Audit Committee

VIII. PRESENTATION

A. Newton Park

Newton Park Beach Facility Reconstruction — Project Status Update (CDBG-DR Grant DR10263)

PUBLIC COMMENT

B. FMB Community Pool

Bay Oaks Community Pool Rehabilitation - Project Status Update (CDBG-DR Grant DR10263)

PUBLIC COMMENT

IX. APPROVAL OF MINUTES

A. Town Council - August 3, 2026

X. CONSENT AGENDA**XI. ITEMS REMOVED FROM CONSENT AGENDA****XII. PUBLIC HEARINGS****XIII. ADMINISTRATIVE AGENDA****A. Special Event; ROAR Offshore 2026 Powerboat Races**

Approval of the ROAR Offshore 2026 Powerboat Races Special Event, to be held September 11 through September 13, 2026, at and offshore of Margaritaville Beach Resort, as requested by ROAR Offshore Powerboat Races LLC, including authorization for the waiver of enforcement of the Town's noise and open container ordinances; use of waterways within the Town's jurisdiction; use of applicable Town beach property; use of Town property; subject to final approval by the Fort Myers Beach Fire Control District, Lee County Sheriff's Office, and Town staff.

Additional information will be provided at beginning of the meeting.

B. Resolution 26-177; Approval of Advisory Committees Policies and Procedures Manual

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ADOPTING THE ADVISORY COMMITTEE POLICIES AND PROCEDURES MANUAL; ESTABLISHING UNIFORM POLICIES, PROCEDURES, ROLES, RESPONSIBILITIES, AND EXPECTATIONS FOR TOWN ADVISORY COMMITTEES; AND PROVIDING AN EFFECTIVE DATE .

C. Resolution 26-172, Adopting an Updated Comprehensive Emergency Management Plan

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ADOPTING AN UPDATED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Resolution 26-175, Renewal of Health and Supplemental Insurance for FY 26-27

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE RENEWAL OF CIGNA FOR MEDICAL INSURANCE, THE RENEWAL OF SUPPLEMENTAL INSURANCES THROUGH THE STANDARD AND TRANSFERRING DENTAL AND VISION INSURANCE COVERAGE TO CIGNA FOR FISCAL YEAR 2026–2027; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Resolution 26-173, Ratifying Acceptance of 180 Cubic Yard Sand Donation

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACCEPTANCE OF A DONATION OF 180 CUBIC YARDS OF BEACH COMPATIBLE SAND, HAVING AN ESTIMATED FAIR MARKET VALUE OF \$13,500.00, FROM MILLWORTH

GROUP, INC., THE CONTRACTOR FOR THE BAHAMA BEACH CLUB CONDOMINIUM PROJECT LOCATED AT 5371 ESTERO BOULEVARD, FOR ADDITION TO THE TOWN'S SAND STOCKPILE AT THE BAY OAKS RECREATIONAL CAMPUS TO BE USED FOR BEACH HOT SPOT MAINTENANCE AND EMERGENCY SANDBAGGING, CONSISTENT WITH THE TOWN'S DONATION POLICY; AND PROVIDING AN EFFECTIVE DATE.

- F. Resolution 26-174, STA #1 Tidewater 26-14-PW
MOTION TO NOT RATIFY SUPPLEMENTAL TASK AUTHORIZATION NO. 1 TO THE AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDEWATER LANDSCAPE OF FLORIDA, LLC UNDER ITB-26-14-PW FOR THE BAY OAKS PARK SOD AND IRRIGATION PROJECT IN A LUMP SUM, NOT-TO-EXCEED AMOUNT OF \$232,500 UNTIL ADEQUATE FUNDS ARE IDENTIFIED FOR COMPLETION OF THE PROJECT; DIRECT THE TOWN MANAGER TO CANCEL ANY PREVIOUSLY SIGNED STA FOR THIS PURPOSE; PROVIDING FOR AN EFFECTIVE DATE.
- G. Resolution 26-180, FY6-27 TDC Grant Authorizations
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE TWO TOURIST DEVELOPMENT TAX GRANT AGREEMENTS FOR FISCAL YEAR 2026-2027 BETWEEN THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF FORT MYERS BEACH FOR BEACH AND SHORELINE MAINTENANCE (401895) AND ALBATROSS BEACH ACCESS (403445); AND PROVIDING AN EFFECTIVE DATE.

XIV. FINAL PUBLIC COMMENT

XV. TOWN MANAGER'S ITEMS

XVI. TOWN ATTORNEY'S ITEMS

XVII. COUNCILMEMBERS ITEMS AND REPORTS

XVIII. ADJOURNMENT

NOTE: THIS MEETING IS STREAMED LIVE ON [YOUTUBE](#).

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



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

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

1. **Request:**

Meeting Date: August 24, 2026

Select the recipient(s) of the 2026 Citizen of Distinction Award from the four nominations received, and provide direction to staff for the Grand Marshal recognition in the Town's annual Fourth of July Parade.

Why the action is necessary:

The nomination period for the 2026 Citizen of Distinction Award was extended from March 31, 2026, through June 30, 2026. Additional nominations were received during the extended nomination period and are being presented to Town Council for consideration and selection in accordance with the Citizen Recognition Program.

What the action accomplishes:

Provides Town Council the opportunity to consider the additional nominations received and determine the 2026 Citizen of Distinction Award recipient.

2. **Agenda:**

LOCAL ACHIEVEMENTS AND
RECOGNITIONS

3. **Requirement/Purpose:**

Other

4. **Strategic Plan Goal:**

Not Applicable

5. **Background:**

The Citizen of Distinction Award is designed to recognize, on an annual basis, an outstanding citizen who has made an exceptional contribution to our Town.

The Town received four nominations this year: three in the *Arts and Culture* category and one in the *Beach Heritage* category. The submission deadline was extended by Town Council to late June.

Arts and Culture: The Town of Fort Myers Beach recognizes citizens, groups, or organizations that have distinguished themselves through an artistic or cultural project. Nominees may be current or former residents and must have resided full- or part-time on Fort Myers Beach for at least three years. Businesses or groups must have been operating within the Town for at least three years.

Beach Heritage: This award is given to a citizen or citizens who have contributed significantly to the heritage of Fort Myers Beach. The recipient(s) must be a full-time resident of Fort Myers Beach.

The nominees for 2026 in the Arts and Culture category are:

- **Christine Begy, President & CEO, Wonderful Creations 777 Inc.** – Nominated for *Frederick, the Majestic Egret in Lilies!* Nominated by Christine Begy, President & CEO, Wonderful Creations 777 Inc.
- **Rosemary Bishton** – Nominated for her beautification project on North Estero Boulevard following Hurricanes Ian, Helene, and Milton. Nominated by Dr. John Renaldo, OD.
- **Dawn Miller, Founder & President, What's Up FMB** – Nominated for her outstanding leadership and dedication to bringing residents, visitors, and local businesses together while helping revitalize Fort Myers Beach and strengthen its sense of community following Hurricane Ian..

The nominees for 2026 in the Beach Heritage category are:

- **Joy and Kevin Sullivan** – Nominated for their longstanding leadership, volunteerism, environmental advocacy, philanthropy, and dedication to strengthening and preserving the Fort Myers Beach community.

The selected recipient(s) will be formally recognized at the Thursday, November 5, 2026 Town Council meeting. In the past, the Citizen of Distinction has also been honored as the Grand Marshal of the Town's annual Fourth of July Parade. If the Council wishes to continue this tradition, a selection needs to be made.

Note: the Mangrove Tree that was located in Town Hall Council Chambers, which has traditionally displayed engraved leaves recognizing Citizen of Distinction recipients, sustained severe damage during Hurricane Ian. The Town is currently exploring options for either replacing the tree or creating a new way to memorialize recipients.

Attachments:

1. Citizens of Distinction Form
2. Begy - Arts & Culture
3. Bishton - Arts & Culture
4. Miller - Arts & Culture
5. Sullivan - Beach Heritage

Financial Impact:

The is NO financial impact associated with this aciton.

6. Alternative Action

Town Council may decline to select a recipient and/or direct staff to extend the nomination period for additional submissions.

7. Management Recommendations:

Staff recommends that Town Council consider the additional nominations received and select a recipient for the 2026 Citizen of Distinction Award.

8. Recommended Approval:

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

Created/Initiated - 8/12/2026
Approved - 8/12/2026
Approved - 8/14/2026
Final Approval - 8/17/2026

Nomination of Awards

Nomination forms are available at Town Hall.
All nominations received by March 31st are eligible for awards in May of the same year.

The person submitting the nomination is responsible for submitting a complete application with all pertinent details.

Nominees may be nominated for more than one award but can only be recognized in one category in a given year.

The Town Manager may contact the nominator for clarification if necessary and will review all nominations with the exception of the Mayor's Special Award.

The Town Manager will forward nominees to the Town Council for their selection.

Deadline: March 31st

Nominees in all categories except the Heritage Award may be full or part-time residents.

Nominator does not need to be a Fort Myers Beach resident to participate.



The Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Fort Myers Beach Citizen Recognition Program



*Citizens of
Distinction*

General Information

Nominations are accepted for individuals, groups, teams or businesses who are current or former residents for Fort Myers Beach.

Nominees must have resided full or part-time on Fort Myers Beach depending on award category criteria, for at least three years; or in the case of a business or group, must have been operating within the Town of Fort Myers Beach for at least three years.

**Nomination deadline is
March 31st**

Award Categories

Arts and Culture
Athletic Achievement
Beach Heritage
Youth Award of Merit
Mayor's Special
Award

Recognition of Awards

Citizens of Distinction recipients are honored during a Town Council meeting in May. A small engraved plaque dedicated to the winner will be placed on the Citizens of Distinction perpetual wall outside Council Chambers at Town Hall.

Arts and Culture

The Town of Fort Myers Beach recognizes citizens, groups or organizations of Fort Myers Beach who have distinguished themselves in an artistic or cultural project.

Athletic Achievement

Given to citizens, groups or organization who have excelled in an athletic endeavor, either amateur or professional

Beach Heritage

Fort Myers Beach did not become what it is today without its citizens. Given to a citizen(s) who has contributed significantly to the heritage of Fort Myers Beach. Recipient must be a full time resident of Fort Myers Beach.

Youth Award of Merit

Given to a youth nominee who has contributed to the community through significant efforts or achievements. Nominee must be eighteen years or younger at the time of nomination.

Mayor's Special Award

This award will be given at the discretion of the Mayor in recognition of outstanding effort and achievement. Criteria for this award is determined by the Mayor.

JAN 30 2025

Received by: _____

Town of Fort Myers Beach Citizens of Distinction Award Nomination

The Town of Fort Myers Beach Achievement Awards are designed to recognize, on an annual basis, outstanding citizens, groups, organizations or businesses that have brought credit to our town.

Awards will be granted in the following categories:

- ❖ Arts and Culture Recognition Award
- ❖ Athletic Achievement Award
- ❖ Heritage Award
- ❖ Youth Award of Merit
- ❖ Mayor's Special Award (*not chose by nomination)

Submit nominations no later than March 31st to:

Town of Fort Myers Beach
c/o Town Manager
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Please review the criteria for nomination and present as complete information as possible.

**Name of Individual, Team,
Group or Business:**

Christine Begy: President & CEO, Wonderful Creations 777 INC.

(List all members of Team / Group on separate page)

Current Address:

140 Landon St. Orillia, ON. Canada

L3V 2H4

**Number of Years Individual, Team, Group or Business has
lived/operated in Fort Myers Beach**

3years

**Area of Nomination
(please check)**

- ☒ Arts and Culture
- ☐ Athletics
- ☐ Heritage
- ☐ Youth

Please provide information on the nominee including:

- ✓ History of the individual, team, group or business;
- ✓ Their achievements;
- ✓ Their contribution to the community; and
- ✓ Details on how they have brought recognition to Fort Myers Beach

Please include a statement concerning why they should be recognized as a Citizen of Distinction.

The nominator may include up to a maximum of five (5) pages of material in support of the nomination. The support material must directly relate to the above information. Extraneous information will be edited from the nomination.

The chosen recipients will be recognized at a Town Council in May.

Award winner will be notified prior to the presentations.

Nominator may be contacted if there are any questions regarding this nomination

Name of Nominator:	Christine Begy: President & CEO, Wonderful Creations 777 INC.
Address:	140 Landon St. Orillia, ON. Canada
City / State / Zip	L3V 2H4
Telephone:	705-345-7259
Alt. Telephone:	
Date Submitted:	January 30,2026

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2525 Estero Boulevard
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IMAG [imaghistorysciencecenter](https://www.imaghistorysciencecenter.org/)

Painted by Christine Begy
[@wonderfulcreations777](https://www.instagram.com/wonderfulcreations777/): Fredrick, the Majestic
Egret in Lilies!

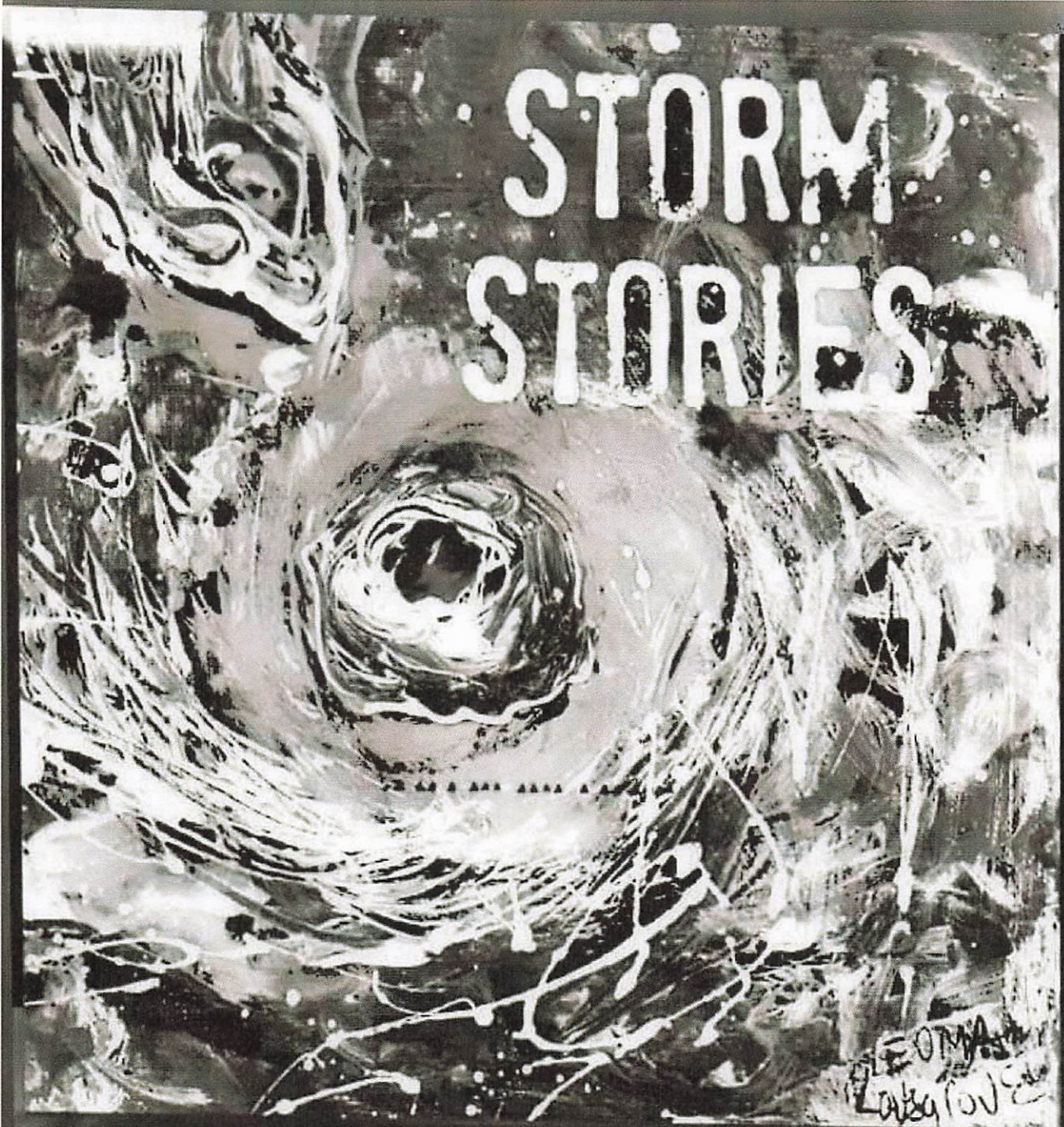
This painting survived the hurricane flooding and destruction of its previous home, The Nauti Parrot Dock Bar in Fort Myers Beach. It now hangs in the IMAG's interactive Florida Hurricane Exhibit, part of the Weather Experience exhibition hall, putting the A in STEAM (Science, Technology, Arts, Math)!

[yfortmyers](https://www.instagram.com/yfortmyers) [#floridalife](https://www.instagram.com/floridalife) [#hurricanes](https://www.instagram.com/hurricanes)
[#localartists](https://www.instagram.com/localartists) [#communityhighlights](https://www.instagram.com/communityhighlights)



7



An abstract, high-contrast black and white painting depicting a hurricane. The center features a swirling, circular eye with a dark, turbulent core. Radiating from this center are chaotic, energetic brushstrokes in white and grey against a dark background, suggesting the powerful winds and rain of the storm. The overall effect is one of intense, swirling motion.

STORM STORIES

HURRICANE IAN

Stories of Survival, Heroism, and Humanity

Gulf Coast Writers Association

Foreword by Robert N. Macomber

share stories. The building swayed. At one point, no one could open the doors, because they would have blown off. Outside the large windows, trees came down, roofs tore off, debris flew. Not much sleep was had. I prayed for our safety and for it all to just stop ... it went on forever.

In the morning, my husband and son wanted to leave ASAP to check on our homes and businesses. The drive was devastating. Ian destroyed anything in its path including much of our neighborhood.

Our homes had minimal damage, but our restaurants were a different story. The Nauti Parrot Tiki Hut in North Fort Myers took a lot of damage—the tiki hut lay on the ground, and the bar was destroyed. The marina all around us had completely torn up docks and roofs. It took six weeks to get back to normal with the help of contractors, management, and staff.

The Nauti Parrot Oasis in Fort Myers had minimal damage. Once power came back on, we opened pretty quickly, offering minimal food. Customers even brought in their own ice.

The drive to the beach to check on The Nauti Parrot Dock Bar gave us an idea of what we would find. Boats littered the road and were in the mangroves. Fences, trees, homes, and their contents were strewn everywhere.

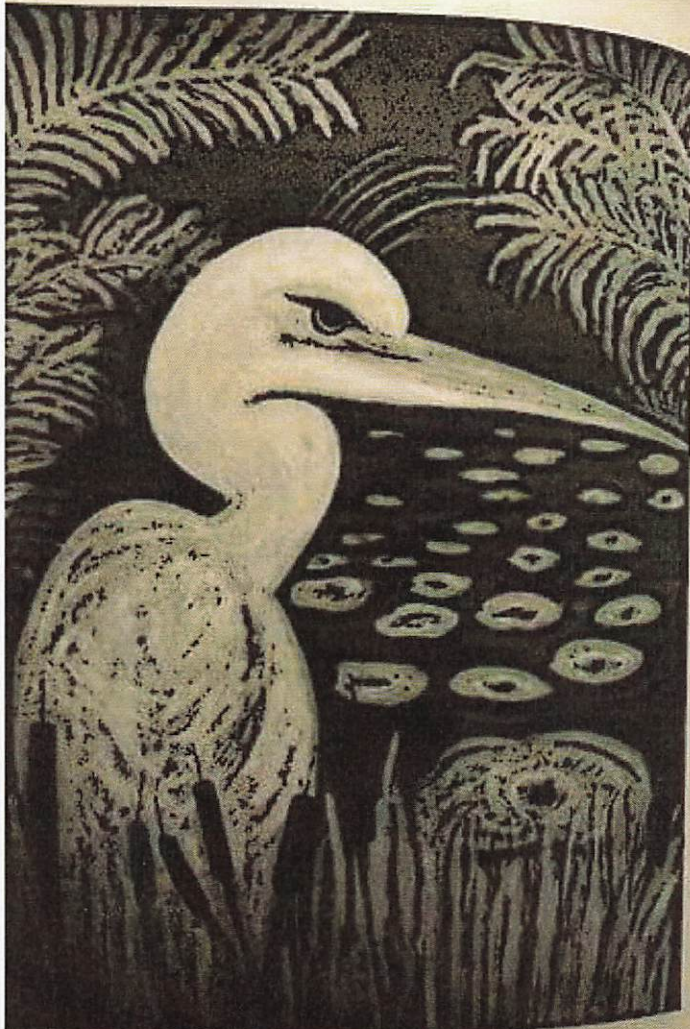
The Dock Bar had been inundated with twelve feet of water and hit with hurricane winds which did major damage to the historical building. They say category 4, but we all know it was pushing to a cat 5. The beautiful restaurant with an amazing view was no longer. Our equipment lay out on the road. Windows, doors and walls were blown out. Our amazing docks for boaters, which our staff redid during covid, were gone. Customers showed up like someone had died. RIP to the dock bar.

For days we went back to The Dock Bar and worked our way around debris to find things that survived. Amazingly, we did find many items. Several years ago, an egret regularly visited the docks and became a favorite of customers. A local artist, Chrissy Begy, painted a very large portrait of Frederick the Egret and donated it to the bar. We installed the painting on stage where the musicians performed. We found the painting on the other side of the building completely intact. I took it home and brushed off the dried dirt. Even the artist info on the back was readable. I contacted her to let her know Frederick survived. We talked back and forth by email. Frederick is now displayed at our Nauti Parrot Tiki Hut along with a bio.

Ian will stay with many of us for years to come. When I hear helicopters or hear alarms it takes me back to that day and the days that followed.

A few weeks after Ian, my husband remembered we never tipped the maid service at the hotel the morning after Ian. We went over to give the tip, and they were so thankful and gracious. As I looked around the hotel, I never realized what the lobby looked like. I barely remembered the room. There was a huge fish tank in the lobby which I had never even noticed. Definitely, I had been in shock during Ian.

Our healing started immediately because we were with family and friends and talked to neighbors. I had never before had to talk to get over a tragedy. Now I know talk can help each of us start picking up the pieces and heal a day at a time.



Fredrick the Egrett by Chrissy Begy

Fredrick the Egrett

Christine Begy

MY HUSBAND AND I RETIRED EARLY TO FLORIDA SO I could focus on my health. Many winters were enjoyed in Florida where I gained inspiration to paint the characters and beauty I encountered. Fredrick was one of my subjects.

I painted the original Fredrick and then ordered a canvas print. It was delivered two sizes too big. What in the world would I do with a 20x40" egret print in vivid Florida colors? I prayed and received word to gift the Fredrick print to the owner of The Nauti Parrots Dock Bar. Mary Geib accepted the piece with excitement and showcased the print of Fredrick at the bar.

During COVID when bands played live, Fredrick was on stage getting hundreds of views on Facebook and social media. Looking for a way to get the popular art into the hands of many more Floridians, I printed Fredrick's picture on notecards. Every card I created sold out.

Then Hurricane Ian hit. The aftereffects and images on the news had me in disbelief and complete shock. I couldn't stop watching the coverage of the event. Complete devastation.

A few months later I received an unexpected email from Mary Geib. Her Dock Bar was completely demolished. "Everything is gone and destroyed," she wrote, "but Fredrick survived practically untouched." She planned to move the print to her downtown location. Amazing. Turns out God is still in the business of miracles.

At that moment in time, Frederick's story matched mine. My husband called it quits during the pandemic after twenty years of marriage. Destruction and resurrection. Everything seemed to fit. Fredrick's story was now ministering to me. My art was speaking to me.

Town of Fort Myers Beach Citizens of Distinction Award Nomination

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Awards will be granted in the following categories:

- ❖ Arts and Culture Recognition Award
- ❖ Athletic Achievement Award
- ❖ Heritage Award
- ❖ Youth Award of Merit
- ❖ Mayor's Special Award (*not chose by nomination)

Submit nominations no later than March 31st to:

Town of Fort Myers Beach
c/o Town Manager
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Please review the criteria for nomination and present as complete information as possible.

**Name of Individual, Team,
Group or Business:**

~~Robert and~~ Rosemary Bishton

(List all members of Team / Group on separate page)

Current Address:

476 Estero Blvd.

Fort Myers Beach

Florida, 33031-2004

**Number of Years Individual, Team, Group or Business has
lived/operated in Fort Myers Beach**

Robert - 40 years

Rosemary - 7 years

**Area of Nomination
(please check)**

- ☒ Arts and Culture
- ☐ Athletics
- ☐ Heritage
- ☐ Youth

Town of Fort Myers Beach

MAR 30 2025

Received by: _____

Please provide information on the nominee including:

- ✓ History of the individual, team, group or business;
- ✓ Their achievements;
- ✓ Their contribution to the community; and
- ✓ Details on how they have brought recognition to Fort Myers Beach

Please include a statement concerning why they should be recognized as a Citizen of Distinction.

The nominator may include up to a maximum of five (5) pages of material in support of the nomination. The support material must directly relate to the above information. Extraneous information will be edited from the nomination.

The chosen recipients will be recognized at a Town Council in May.

Award winner will be notified prior to the presentations.

Nominator may be contacted if there are any questions regarding this nomination

Name of Nominator:	Dr. John Renaldo, O.D.
Address:	500 Estero Blvd., Unit 895 (896)
City / State / Zip	Fort Myers Beach, FL 33931
Telephone:	239-281-4103
Alt. Telephone:	
Date Submitted:	3-30-2026

2026 Citizens of Distinction Award Nomination

NOMINEE: Rosemary Bishton

History: Having been a condo owner and seasonal resident since 1975, Mr. Robert Bishton became a full-time resident in 2006. In 2015, Rosemary came to America from South Africa to join Robert in a quest to complete the running of marathons in all 50 states. That quest was completed in 2019 and culminated in their marriage ceremony.

In 2022, the Bishtons witnessed the destruction of Hurricane Ian from their condo at 476 Estero Blvd. and transitioned to living on site in a RV. Prior to Ian, Rosemary had created a new garden area, rejuvenated existing plantings and beds, and greatly expanded the garden areas at the Kona Beach Club.

Within a month after Ian, Rosemary and Robert started to clean up the debris and sand from the public space areas in front of Kona Beach Club. They collected brick, cement garden edgings, and anything she thought could be used to create new garden spaces between the sidewalk and the curb.

A year after Ian, Ed Ryan, cohost of Beach Talk Radio, was doing a live walk around the north end and came past 476. He had noted the beautification project amid all the destruction and debris and spotted Rosemary. A short interview followed and he left so impressed that he spoke of Rosemary on the show and raised contributions to assist them.

With the passing of Hurricanes Helene and Milton, the surges that came with them destroyed the plantings and after each event, Rosemary remained undeterred and slowly cleaned out each area and started redesigning and replanting.

Over the course of three and a half years since Ian, Rosemary and Robert have been seen on an almost daily basis watering, weeding, maintaining the 240 ft. of public space. Countless guests staying at the Pink Shell resort stopped and commented as they walked to and from Times Square. The five plots have been variously described as “an oasis,” “pretty gardens,” and “very creative.”

As a long-time resident and neighbor, others and I have witnessed these interactions and wholeheartedly concur with the opinions expressed by north end visitors and residents alike the Rosemary Bishton has, with the assistance of Robert, contributed immensely to the beautification and rehabilitation of the north end and the town of Fort Myers Beach.



500 Estero Blvd.



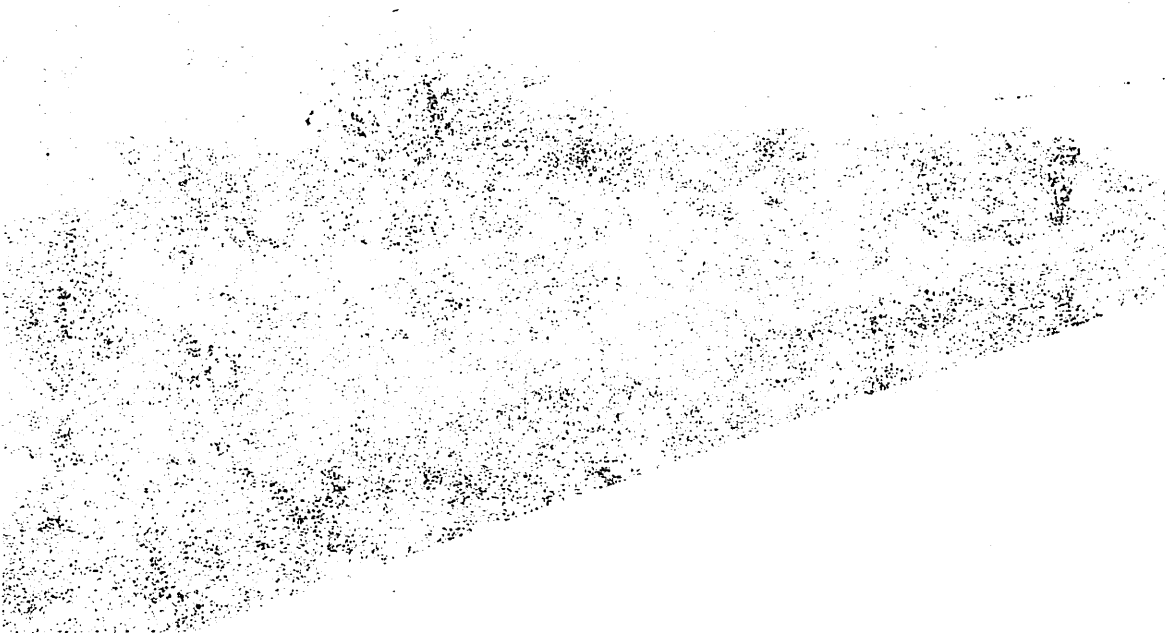
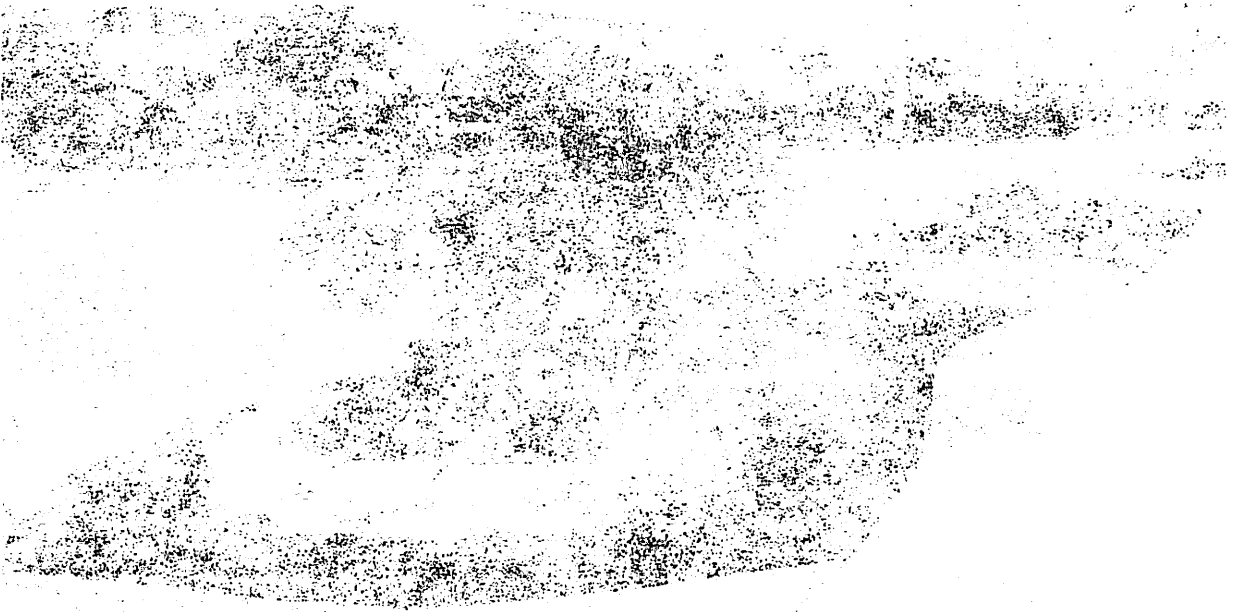
474 – 480 Estero Blvd.

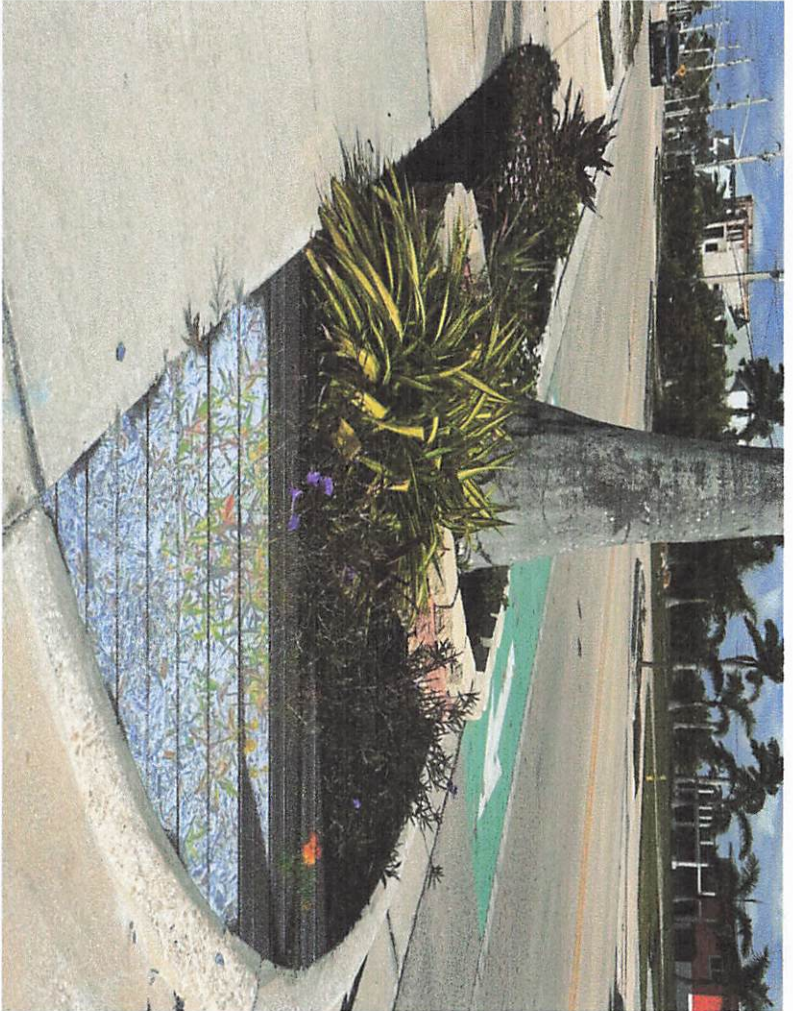




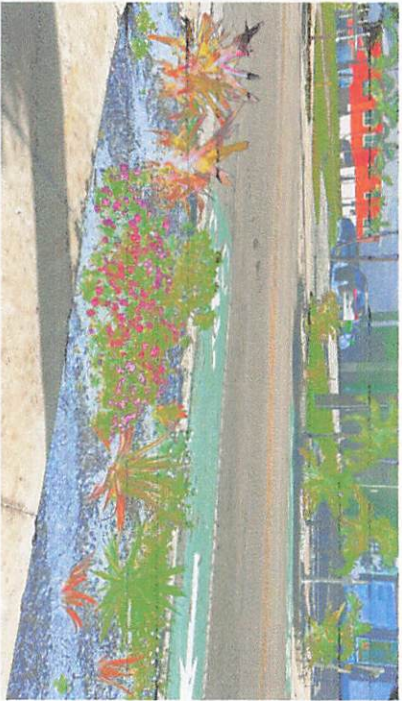
454 – 474 Estero Blvd.







436-456 Estero Blvd.



Town of Fort Myers Beach Citizens of Distinction Award Nomination

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- ❖ Mayor's Special Award (*not chose by nomination)

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c/o Town Manager
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Please review the criteria for nomination and present as complete information as possible.

**Name of Individual, Team,
Group or Business:**

Dawn Miller, What's Up FMB Founder & President

(List all members of Team / Group on separate page)

Current Address:

**Number of Years Individual, Team, Group or Business has
lived/operated in Fort Myers Beach**

8+ yrs -
visitor since 1980's

Area of Nomination
(please check)

- ☒ **Arts and Culture**
- ☐ **Athletics**
- ☐ **Heritage**
- ☐ **Youth**

Please provide information on the nominee including:

- ✓ History of the individual, team, group or business;
- ✓ Their achievements;
- ✓ Their contribution to the community; and
- ✓ Details on how they have brought recognition to Fort Myers Beach

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The chosen recipients will be recognized at a Town Council in May.

Award winner will be notified prior to the presentations.

Nominator may be contacted if there are any questions regarding this nomination

Name of Nominator:	Rebecca Link
Address:	6 Glenview Manor Drive
City / State / Zip	Fort Myers Beach, FL 33931
Telephone:	412-848-5965
Alt. Telephone:	
Date Submitted:	5/16/26

Dawn Miller has become a driving force in the revitalization, promotion, and community spirit of Fort Myers Beach through her vision and leadership as founder and president of What's Up FMB. Following Hurricane Ian, Dawn helped create opportunities that brought residents, visitors, and local businesses back together during one of the most challenging periods in the island's history. Through community-focused events, tourism initiatives, and business collaboration, she has worked tirelessly to restore energy, optimism, and economic activity to Fort Myers Beach.

Under Dawn's leadership, What's Up FMB has organized creative and engaging island events designed to support local businesses, encourage tourism, and strengthen community connections. Here are a few of the What's Up FMB initiatives:

- Red, White & Beach 4th of July Parade and Fireworks,
- Mullet Madness; where Redneck Rivera meets Coastal Cool,
- Wellness events like Glow by the Gulf,
- Seasonal celebrations such as Coastal Cars and Coffee,
- Island-wide activities like the Island Charm Crawl,
- and my personal favorite, Illuminations Parade which is an event that I believe will draw visitors to FMB for decades to come, just like the Chamber of Commerce's Christmas Boat Parade.

Dawn's vision and creativity kick-started the What's Up FMB nonprofit that continues to encourage both residents and visitors to explore Fort Myers Beach businesses and participate in community life year-round. These efforts have helped drive foot traffic to local establishments during slower seasons while reinforcing the island's unique identity and sense of community.

Dawn's contributions extend beyond business promotion. She has consistently demonstrated a commitment to preserving the culture, character, and resilience of Fort Myers Beach by creating experiences that foster unity, pride, and engagement within the community. Her leadership has helped showcase Fort Myers Beach not only as a tourist destination, but as a vibrant and connected community working together toward a stronger future. Through vision, perseverance, and service, Dawn Miller has made a lasting and meaningful contribution worthy of recognition through the Citizens of Distinction Award.

Town of Fort Myers Beach Citizens of Distinction Award Nomination

The Town of Fort Myers Beach Achievement Awards are designed to recognize, on an annual basis, outstanding citizens, groups, organizations or businesses that have brought credit to our town.

Awards will be granted in the following categories:

- ❖ Arts and Culture Recognition Award
- ❖ Athletic Achievement Award
- ❖ Heritage Award
- ❖ Youth Award of Merit
- ❖ Mayor's Special Award (*not chose by nomination)

Submit nominations no later than March 31st to:

Town of Fort Myers Beach
c/o Town Manager
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Please review the criteria for nomination and present as complete information as possible.

**Name of Individual, Team,
Group or Business:**

Kevin & Joy SULLIVAN

(List all members of Team / Group on separate page)

Current Address:

4223 BAY BEACH LN # 2H

BAY BEACH LN

FMB, FL 33931

**Number of Years Individual, Team, Group or Business has
lived/operated in Fort Myers Beach**

25+ OWNED
6+ FT
residents

Area of Nomination
(please check)

☐ Arts and Culture
☐ Athletics
☒ Heritage
☐ Youth

Town of Fort Myers Beach

JUN 2 2026

Received by: _____

Please provide information on the nominee including:

- ✓ History of the individual, team, group or business;
- ✓ Their achievements;
- ✓ Their contribution to the community; and
- ✓ Details on how they have brought recognition to Fort Myers Beach

Please include a statement concerning why they should be recognized as a Citizen of Distinction.

The nominator may include up to a maximum of five (5) pages of material in support of the nomination. The support material must directly relate to the above information. Extraneous information will be edited from the nomination.

The chosen recipients will be recognized at a Town Council in May.

Award winner will be notified prior to the presentations.

Nominator may be contacted if there are any questions regarding this nomination

Name of Nominator:	<u>TODD & ROBIN CAPELA</u>
Address:	<u>4198 BAY BENCH LN #1H1</u>
City / State / Zip	<u>FMB, FL 33931</u>
Telephone:	<u>281-229-1226 ROBIN</u>
Alt. Telephone:	<u>281-610-1624 TODD</u>
Date Submitted:	<u>5/27/26</u>

Nomination for Citizen of Distinction Award

Joy and Kevin Sullivan – Exemplary Citizens of Fort Myers Beach

Introduction

It is with great pride and enthusiasm that we nominate Joy and Kevin Sullivan for the Citizen of Distinction Award. Their longstanding dedication, remarkable achievements, and invaluable contributions have profoundly enriched the Fort Myers Beach community. As residents whose history in the town is woven into its very fabric, Joy and Kevin have consistently demonstrated the qualities of leadership, service, and commitment that this award seeks to honor.

History in Fort Myers Beach

Joy and Kevin Sullivan have been part of the fabric of FMB for 25+ years. They purchased a home in 2004 and became full time residents of Fort Myers Beach over 6 years ago. They were drawn in by its vibrant coastal culture and strong sense of community. Over the years, they have become familiar faces at local events, civic meetings, and neighborhood initiatives, embodying the spirit of Fort Myers Beach in both word and action.

Achievements

- **Community Leadership:** Joy is serving as VP of Membership of the Fort Myers Beach Women's club, spearheading efforts to preserve the rich heritage of this great organization. She is also the Vice Chair of the Bay Oaks Recreational Campus Advisory Board, and just completed her term on the Community Foundation Board. Kevin, meanwhile, led the Palms of Bay Beach Landscaping Committee through the last three hurricane recoveries to bring back (and harden) the condo associations 13 acres of land. He is now the president of the entire Bay Beach Lane HOA (EBIA) – all 60 acres - fostering the unique ecosystem, managing the wonderful amenities, and working with over 1200+ condo owners.
- **Environmental Advocacy:** Both Joy and Kevin have championed environmental causes, always the first to sign up for beach cleanups and advocating for sustainable practices that protect the unique ecosystem of Fort Myers Beach.
- **Philanthropy:** Their philanthropic efforts are widely recognized, including Joy's annual pickle ball tournaments featuring local celebrities, their volunteering for the Putt and Pub event, multiple parades, etc. They have always been first to volunteer during times of need, first to donate to BTR's people in need, setting a standard for

community involvement. They support local businesses as they were the first to check in when Margaritaville opened. Kevin even bought an environmentally friendly snowmaking machine for the Christmas boat parade to make it special for everyone this last year, plus a ton of other decorations.

Community Contributions

Joy and Kevin Sullivan's contributions to the community are both broad and deep. They have fostered unity among residents. Their volunteer work has touched countless lives. Kevin was active in making the grounds of The Palms of Bay Beach beautiful. Whether picking up palm fronds or re-sodding weedy spots, he was dedicated to keeping things tidy. This need to make things better really kicked in after Ian. He identified the plants lost and researched plants that would be more resilient to storm surge. He worked with a landscape planner to develop a full replacement plan. Now as the EBIA President he has developed a complete plan of

- Annual Infrastructure Inspection
- Vegetation Management
- Water Systems and Irrigation
- Equipment and Supplies
- Insurance Image Repository

These efforts focus on reducing the extent and cost of hurricane wind and surge damage. He is maintaining the 60 acres not just for the human residents but also to sustain the local ecosystem as well.

Bringing Recognition to Fort Myers Beach

The Sullivans have elevated the profile of Fort Myers Beach. Through media appearances on BTR, and published articles in a local magazine, Joy and Kevin have consistently highlighted the town's unique charm and resilience, bringing well-deserved recognition to the community.

Conclusion

Joy and Kevin Sullivan exemplify what it means to be Citizens of Distinction. Their history, achievements, and unwavering commitment to Fort Myers Beach have made a lasting impact, inspiring others to follow their lead. We wholeheartedly recommend them for this prestigious award, confident that their legacy will continue to enrich our town for years to come.

1. **Request:**

Meeting Date: August 24, 2026

Approve waiver for Jim Dunlap to serve on both LPA and Audit Committee

Why the action is necessary:

Per Section 2-98 of the Town's Code of Ordinances

What the action accomplishes:

Provides compliance with the Code

2. **Agenda:**

ADVISORY COMMITTEES ITEMS
/ REPORTS / APPOINTMENTS

3. **Requirement/Purpose:**

Other

4. **Strategic Plan Goal:**

Not Applicable

5. **Background:**

Per Sec. 2-98. Terms of office of the Code of Ordinances, (c) A member may not be a member of another Town of Fort Myers Beach board or committee unless this prohibition is specifically waived by the town council during their appointment.

Jim Dunlap currently serves as a member of the Town's Local Planning Agency (LPA), and was appointed to serve on the Town's Audit Committee at the August 3, 2026 Town Council meeting. A waiver was not granted at that time.

Attachments:

Financial Impact:

None

6. **Alternative Action**

Un-appoint

7. **Management Recommendations:**

Allow Mr. Dunlap to serve on both the LPA and Audit Committee

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 8/11/2026
Approved - 8/11/2026
Approved - 8/12/2026
Final Approval - 8/12/2026



Fort Myers Beach Town Council

Town Hall Council Chambers
6231 Estero Boulevard
Fort Myers Beach, FL 33931
Monday, August 3, 2026

Minutes

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 Amy Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Town Attorney Stuparich announced that Item R under Administrative Agenda needs to be withdrawn, as the lien has been paid. She also requested that the executive session that was scheduled for 1:00 p.m. be canceled and removed from the agenda. She asked the Town Council to add an item related to the consideration of a proposed settlement agreement.

Council Member King moved to approve the final agenda as amended, seconded by Council Member McLean.

The motion carried unanimously.

V. PUBLIC COMMENT

Donna Gallagher remarked on the mosquito issues in her neighborhood. She commented that there used to be birds that would control this issue but that they have not returned since the storm. She stated that the lack of clean-up on neighboring properties and the still water close to her house provided opportunities for the insects to live. Water from the condominiums uphill had also flowed down, further creating breeding grounds for these mosquitoes. The area had been treated, but she asserted that it had made no difference to the insect populations. She asked the town to help and find a way to get rid of the stagnant water.

Howie Hoffman would like to see the nets put up in Bay Oaks. These items have been purchased but not yet installed. He noted issues with power and utilities and requested that the town come up with a quote for the project. He stated that residents would be able to raise the funds for this issue. He also asked for an

update on the new pickleball courts.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member King extended his sympathies to Dawn Thomas. He expressed his appreciation for Bryan and Dawn Thomas and their work for this island.

Vice Mayor Safford, Council Member Link, Council Member McLean, and Mayor Allers echoed Council Member King's remarks.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

A. Audit Committee

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

Mayor Allers announced that there was one applicant for the current vacancy on the Town's Audit Committee.

James Dunlap expressed his condolences to Dawn Thomas and her family. He noted that Bryan Thomas had served on the Charter Review Commission and was the reason why he was here today to seek appointment. He stated that Mr. Thomas set a high bar for engagement and involvement in the town and community.

Council Member King voted for James Dunlap. Mayor Allers voted for James Dunlap. Council Member Link voted for James Dunlap. Council Member McLean voted for James Dunlap. Vice Mayor Safford voted for James Dunlap. All votes were verified by all members of Council.

Council Member McLean moved to appoint James Dunlap to the Audit Committee, seconded by Vice Mayor Safford.

The motion carried unanimously.

B. Anchorage Advisory Committee

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

Mayor Allers announced that AAC Chair King had submitted a report, which has been distributed and available as public records. He thanked her and the committee for their work.

VIII. APPROVAL OF MINUTES

A. Town Council - June 1, 2026

Council Member King moved to approve the minutes of the Town Council meeting on June 1, 2026, along with the minutes of the Town Council meeting on June 15, 2026, as corrected, seconded by Council Member Link. The motion carried unanimously.

B. Town Council - June 15, 2026

Council Member McLean identified one correction: on page 51, "Beverly Mulligan" should be "Beverly Milligan."

Council Member King moved to approve the minutes of the Town Council meeting on June 15, 2026, as corrected, along with the minutes of the Town

Council meeting on June 1, 2026, seconded by Council Member Link.
The motion carried unanimously.

IX. CONSENT AGENDA

Council Member King moved to approve the consent agenda, seconded by Mayor Allers.

The motion carried unanimously.

- 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.

Council Member King moved to adopt the resolution, seconded by Mayor Allers.

The motion carried unanimously.

- 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.

Council Member King moved to adopt the resolution, seconded by Mayor Allers.

The motion carried unanimously.

- 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.

Council Member King moved to adopt the resolution, seconded by Mayor

Allers.

The motion carried unanimously.

X. ITEMS REMOVED FROM CONSENT AGENDA

XI. PUBLIC HEARINGS

Town Attorney Stuparich provided a summary of the procedures for the quasi-judicial proceedings. She confirmed with Town Clerk Baker that all items had been properly noticed. She asked all members of the Town Council for any conflicts.

Mayor Allers provided that he had a conflict for Item C, noting that he has a business agreement with TPI. He stated that he would be recusing himself for this vote and would fill out Form 8B. Vice Mayor Safford would preside over this portion of the meeting. Town Clerk Baker swore in all those who wished to testify for the quasi-judicial proceedings.

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.

Mayor Allers read the title of the resolution. He asked for disclosures of any ex parte communications. Vice Mayor Safford and Councilor Link both stated that they were familiar with the property. No other disclosures were made. Mayor Allers announced that Senior Planner Jason Smalley had been qualified as an expert in land use and planning and development. There were no requests for additional expert witnesses. Mr. Smalley provided a summary of the request as outlined in the blue sheet.

Council Member McLean asked if the staff had considered the height of the building for this case. Mr. Smalley clarified that he had not specifically reviewed this aspect and explained the code allowance and exemption. He deferred to the applicant on specific details related to the height. He added that staff may need to consider this factor later on in the process. Vice Mayor Safford inquired about the unique shape of the lot. Mr. Smalley believed that there were two contributing factors for this request: 1) the fact that this was a corner lot; and 2) compliance with this code would push them into the center of the property. He recognized the difficulty caused by restrictive setbacks but asserted that homeowners are typically aware of these limitations during the buying process. Council Member King asked if all requests could technically

be considered as revolving around design choices. Mr. Smalley responded affirmatively. Mayor Allers expressed his concerns about staff identifying a code violation at a later point in time, as the building height had not yet been considered. Mr. Smalley answered that staff would make requests for changes during the review stage. Mayor Allers stated that the applicant may need to come back before the Town Council again and inquired if there could be approval for both issues at once. Mr. Smalley remarked that the applicants typically prefer to delay the architectural and design process until there is a higher level of certainty. There was a question about potential alternatives. Mr. Smalley responded that there could be an interior staircase, though this may interfere with that space inside the property.

No public comment.

Council Member McLean expressed his agreement with the concerns related to the building height. He noted the potential difference in outcome if there had been no second level. Vice Mayor Safford stated his support in allowing this request to move forward. He explained that there were similar situations for many properties in the surrounding area. Mayor Allers remarked that the only protrusion would be related to the elevator shaft and confirmed with Mr. Smalley that the open patio would be able to meet the requirements.

Council Member King moved to approve Resolution 26-141, VAR20250260, 100/102 Bay Mar Dr, with the conditions listed in the staff report, seconded by Council Member Link.

The motion carried unanimously by roll call vote.

- 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.

Mayor Allers read the title of the ordinance. Town Attorney Stuparich stated that the Town of Fort Myers Beach is aware that there is an individual represented by an attorney. Larry Gulleen, President of the Sand Caper Condominium Association, Inc, had requested intervenor status. Town Attorney Stuparich provided a brief summary of the relevant procedures.

Larry Gulleen explained that he is representing both the Sand Caper Condominium Association, Inc's board and two other individuals who he believes are residents, Jan Coyne and John Tuttle. He asked for five minutes for a presentation. He added that he has also provided copies of a document for distribution.

The applicant's attorney, Megan Strayhorn, objected to this request. She deferred to the Council for their decision on time allocation. Mayor Allers verified with her that she was able to review the document given by Mr. Gulleen. Town Attorney Stuparich confirmed with Mr. Gulleen that the request was for five minutes.

Council Member McLean moved to grant intervenor status, seconded by Council Member Link.

The motion carried unanimously by roll call vote.

Mayor Allers asked if there were any disclosures of any ex parte communications. Council Member King stated that he had a few meetings with The Neighborhood Company. He had received e-mail communications on this matter, with many in support and few against. Vice Mayor Safford stated that he had a meeting a couple of weeks ago with The Neighborhood Company and the applicant. Council Member Link stated that she met with The Neighborhood Company and their representatives on June 15. She also received 22 e-mail communications in support and 2 opposed. Council Member McLean noted that he had similar interactions with the ones previously disclosed and added that he had met with Mr. Gulleen. Mayor Allers said that he met with Ms. Strayhorn and The Neighborhood Company at Town Hall and had discussions with the owner. He also provided that he received the same e-mail communications as the ones received by other members of the Town Council. Town Attorney Stuparich stated that the attorney representing the applicant could inquire about the disclosures at this time. Ms. Strayhorn responded that she had no questions.

Mayor Allers announced that Jason Green of Community Development Services was previously qualified as an expert on land use and planning and development. Ms. Strayhorn provided two requests for expert witnesses who had previously been qualified in their respective fields: Patrick Vanesse, of

The Neighborhood Company, and Elizabeth Fountain, of J.R. Evans Engineering. Mayor Allers verified that the applicant and property owner have had the opportunity to review the agenda back-up materials from the staff. Mr. Green provided a summary of the request as outlined in the blue sheet. Ms. Strayhorn provided a general overview of the proposal and a summary of the basis of review. She requested that the presentation and expert testimony be included in the public record. She emphasized that this project would not be temporary and that it has been classified as a home-rule development agreement. She clarified that the first phase would be the interim permitting stage. She noted that the applicant has agreed to and incorporated all but one of the conditions specified by the LPA. The applicant wishes to defer to Council on their decision on landscaping and the inclusion of planters for the first phase. She asserted that it was her understanding that the company had met with Mr. Gulleen and that he had made three requests. The applicant accepted the condition related to the prohibition of overnight camper parking. However, given current state, federal, and local laws, they were not comfortable accommodating the request banning pets. They were additionally unable to approve the last condition asking that the wave dissipation line not extend to the southern boundary line, as FEMA is the ultimate decider on the precise location of the structure. Patrick Vanasse gave a summary of the proposal and went over the historical background. Images were shown depicting the property before and after Hurricane Ian, the location, and site plans for Phase 1 and Phase 2. He also presented examples of the proposed structures and areas. Mayor Allers asked if beach access would be cut off for Phase 2. Mr. Vanasse responded that there is a multi-use pathway on the northern side, as well as a regular sidewalk between Estero Boulevard and the venue. Members of the public would have both options to use. Mayor Allers confirmed that this was intentional and part of the design. Mr. Vanasse went over the public benefits and amenities. He emphasized that this is not a requirement for the applicant. Mayor Allers asked why the applicant would consider the 10 to 20-foot buffer to be a public benefit. Mr. Vanasse answered that this may have been an omission on his part and verified that there were no requirements related to this aspect. He added that there was a request from neighbors for a fence and stated that the applicant was willing to accommodate. Council Member McLean inquired about the requested deviations related to the reductions in buffer size. Mr. Vanasse clarified that those were related to the tiki bar and explained the presented options. He confirmed that there were no such requirements for the parking lot.

Council briefly recessed due to a technical issue.

Council Member McLean noted that a majority of the development revolved around accessory uses. He asked about the amount of parking that would be needed, expressing concerns about traffic at the southern end of the island. Mr. Vanasse replied that the applicant is requesting, through the development agreement, that the restaurant, bar, and tiki be primary uses. He reported that they intend to provide 163 parking spaces, which is above the required amount of 144. He stated that there were multiple remedies for

additional parking in Phase 2. With the joint parking agreement, the total for the second stage would be 237 parking spaces, which is above the required amount of 147. He stressed that parking had originally existed in this location, prior to the hurricane. He commented that, unlike what was historically done, the applicant intends to establish a controlled process for parking. There was a follow-up request for additional information on the change in the type of traffic. Mr. Vanasse presented some examples of previous events and facilities at the property that did not substantially increase vehicle activity in the area. It is of his belief that there would not be any traffic issues related to the development. He reiterated the systematic process for parking. Council Member McLean recalled the discussions at the LPA meeting and the agreement on no public parking. Mr. Vanasse confirmed this condition and stated that the applicant would place appropriate signage visible from Estero Boulevard. He emphasized that parking is for the venue and patrons. He added that the parking fee could always be raised, with a parallel increase in the value of the provided voucher. Mayor Allers asked about the historical fee structure for parking on the property. Mr. Vanasse responded that guests had originally been offered free parking.

Council Member Link inquired about parking requirements for an on-site, should the applicant choose to proceed further down that path. Mr. Vanasse reiterated Ms. Strayhorn's remarks that this development is not intended to be temporary. He asserted that the applicant would need to come back before the town for a public hearing. There would either be a proposal for an amendment to the development agreement or a request to nullify the document and begin anew. Vice Mayor Safford requested additional information on lighting for both phases. Mr. Vanasse answered that the applicant intends to meet code requirements. The current plan is to use amber lighting, though the team will need to verify with their engineer. He recognized the safety, environmental, and aesthetic components.

Ms. Strayhorn reviewed the conditions that had been created following discussions at the LPA meeting. She pointed to the need to modify the ones related to vehicular access to reflect ingress and egress for both the northern and southern sides. Mayor Allers asked if the applicant had decided on whether there would be both for the two locations. She responded that there would be ingress and egress, but, from an operational standpoint, the southern side may not be used unless it is needed. Mayor Allers confirmed that this language allowed the applicant to maintain rights to open up the two points for access in both directions. He also remarked that he would be more comfortable with the issuance of a temporary certificate of occupancy under the condition related to the schedule and deadlines for the project. He noted that there may be many external factors that are outside the developer's control. Mr. Smalley responded that staff could look into this aspect, stating that this would be a building code issue. Mayor Allers confirmed that the traffic study would be conducted privately, through the property owner. He would like to see a plan that is more permanent in nature.

Town Manager McKannay requested that, with regard to the trailers, the Town Council add language for requirements similar to the ETPP application. Mr. Vanasse suggested that they directly incorporate wording from that process. Town Manager McKannay clarified that he would only like to include provisions relevant and applicable to this proposed development. Council Member Link asked if language needs to be included to allow for regular testing or inspection and for the town's ability to withdraw any permits. Town Manager McKannay responded that this could be added. Mr. Vanasse said that the process did include these provisions and that the applicant agreed to that change. Mayor Allers asked about the possibility of establishing a condition that would prevent the developer from using temporary means to create permanent fixtures. Mr. Vanasse answered that the applicant would be happy to defer to the Town Manager for any adjustments and would be able to make that clarification, subject to any code requirements.

Mr. Vanasse provided concluding remarks, summarizing the conditions and reiterating the applicant's rationale for denying some of the conditions presented by Mr. Gulleen. Mayor Allers noted that he had received an e-mail communication asserting that this development is not consistent with the comprehensive plan, which claimed that the document called for no paid parking lots. Mr. Vanasse responded that this proposal contained restaurant and bar venues and that the applicant would be meeting parking requirements. Council Member Link confirmed with him that federal laws allow for service animals and companion animals. She requested that the applicant consider the no-dog condition. She mentioned the community's concern about wildlife near the property. She acknowledged that there were no-leash laws on the beach but hoped that there would be coverage that fully protected the environment. Mr. Vanasse welcomed and invited specific direction from the body. Council Member Link offered that there be a condition that prohibits dogs, with the implied exception for service animals. Mayor Allers suggested that educational signage be installed.

Vice Mayor Safford and Council Member Link asked that Elizabeth Fountain report on the impacts of the seawall on the neighbors on both sides. Ms. Fountain presented that the structure is designed to address both scouring and wave mitigation. The proposal would undergo FEMA review, and the applicant would need to show how they have addressed any potential adverse impacts. Mayor Allers verified that this wall is designed for reduction and not diversion. Ms. Fountain added that there was a common misconception that this structure would be extremely high and visible. She asserted that it would only be about 2.5–3 feet off the ground. This would be sufficient to decrease the bottom water column and reduce the wave velocity. Water would not be deflected or pushed onto adjacent properties.

Mr. Gullen, representing the board of Sand Caper Condominium Association, Inc, at 6900 Estero Boulevard, stated that they were immediately south of the Wyndham property. He noted that he had provided a copy of the presentation. He expressed his appreciation to the applicant for their response, the buffer zone alternative, and their acceptance of his request related to overnight parking. Mr. Gulleen would like to see the property

prohibit dogs, with an exception for service animals. He likened this request to the ban at Bonita Beach Park. He mentioned the issues with dogs near wildlife areas. He remarked that the venue's primary purposes are food, drink, and entertainment. Mr. Gulleen then presented his request for the applicant to explore ways to curtail the wave mitigation wall, with a minimum of 40-feet from his property. He would also like to see minimization of water diversion impacts. He recognized the need to provide scour protection. Mr. Gulleen also confirmed that he was previously sworn in for testimony.

Upon Council Member McLean's request, Mr. Gulleen confirmed that he would like to see the wave mitigation wall cut off at a further distance from his property. He cited the potential impacts on wildlife and neighboring properties. He added that they would be amenable to the structure being turned east, if such design becomes necessary. Council Member King commented that Mr. Gulleen had compared private property to a county park. He requested additional information on the concern. Mr. Gulleen reported his observations of dogs on the beach and in the lagoon. He mentioned the lack of enforcement. He believed that a prohibition on private property would help this issue. Council Member King remarked that there has been enforcement and that the town should be alerted about these issues. Mr. Gulleen recalled an event where the owner threatened an individual who alerted him that his dog needed to be leashed. He said that the owner may have already fled by the time enforcement showed up. Mayor Allers asked if dogs were allowed at Sand Caper Condominium. Mr. Gulleen answered that pets were not allowed, with an exception for service animals.

Ms. Strayhorn expressed her continuing concern about enforcing prohibition against dogs. She stated that the applicant is open to providing signage educating individuals about the environmentally critical area or wording that says that only service animals are allowed. Council Member Link recommended that dogs must be leashed, noting that this may be a potential compromise. Vice Mayor Safford mentioned that there could be confusion if there is signage prohibiting dogs when they are allowed, leashed, on the beach. Mayor Allers expressed his preference for education before enforcement. He is opposed to a policy that would prohibit individuals from bringing their dogs and using the paths to access the beach.

Council Member McLean asked Ms. Fountain for the applicant's perspective on not extending the wave mitigation wall. She responded that there are opportunities but emphasized the need to optimize protection for infrastructure. Council Member McLean noted that there could be additional costs associated with extending the structure beyond what is needed. Mayor Allers asked about the resulting changes to flood zones. Ms. Fountain reported that this property is encumbered by FEMA Map Zone VE, which could be modified to FEMA Map Zone AE if the structure is built. It would still be considered a Coastal AE Zone. She mentioned that there would be additional flexibility, so long as proper dry flood-proofing is done.

Public comment:

Denise Klint said that the president of her condominium had sent a letter in

favor of the project. She noted that some residents still had reservations about this proposed development. She believed that this communication only reflected the president's views. She presented her concerns about dogs and informed the Town Council that her condominium does not permit pets other than service animals. She asserted that the area, contrary to the depictions previously shown, is very narrow and that there are mangroves there. She suggested that ropes and ballads be installed on the public walkway and pointed to potential traffic flow issues. Ms. Clint had asked Town Clerk Baker to distribute an image that shows the rain from a couple of weeks ago. She would like this situation to be resolved. She referred to beach access as her greatest issue.

Dan Dugan, president of Captain's Bay Condominium Association, confirmed that he was sworn in earlier for testimony. He described the location of his condominium. He stated that Island Pines Way would be a better location for the crosswalk. He noted that the south end of the island had been dealing with a dining and entertainment desert. He recognized that the devastation of Hurricane Ian has brought this situation to this region. He acknowledged that the movement in Santini Plaza would partially alleviate this issue but mentioned the crowds during high season. He had polled all members of his association, and except for one dissenting individual, there was unanimous support for moving forward. He remarked that the property owner had been a good neighbor. He recalled that there had never been a concern from the residents of his condominium. He did not have any concerns about allowing dogs on the property. He thanked the Council for their consideration.

Town Attorney Stuparich clarified that the easement would terminate when the development agreement ends. Ms. Strayhorn agreed, adding that beach access could be incorporated in a future application. Town Attorney Stuparich noted that there is a public easement for beach access and that the language would be added.

Public comment closed.

Council Member McLean shared his personal experience with large terracotta planters on his property. He recalled that while these fixtures frequently moved around, it was often difficult to manually retrieve and place them back in their original positions. He expressed his preference for a more permanent alternative. Mayor Allers, Council Member Link, Vice Mayor Safford, and Council Member King noted their agreement. Mayor Allers inquired about ropes and bollards and other barriers. Mr. Vanasse responded that they plan to have mulching at the base and plastic curbing around that area. He also offered concrete pavers as a possible alternative. He added that this would not be considered permanent. Mayor Allers asked for more information on the parking lot changes between Phase 1 and Phase 2. He also inquired why the applicant did not consider implementing the layout for the second stage in the first stage. He posed a similar question about bicycle parking. Mr. Vanasse responded that this would allow for less required infrastructure towards the start of the project. The applicant would prefer to further address bicycle parking in the second phase of the project. He

remarked that they would be able to place the bicycle racks if the demand is high. Mayor Allers asked how the applicant would address stagnant water and mosquito issues. Mr. Vanasse answered that they would need to comply with the standards set at the state and local level. He acknowledged that the sidewalks could be covered completely by water from rain. The team had identified larger water detention areas.

Mr. Vanasse requested the Town Council's direction on the landscaping for Phase 2. Mayor Allers expressed his preference for pavers over pavement. Council Member McLean would like to see shells instead of asphalt. Council Member Link asked Mayor Allers if he had a concern about shells ending up on Estero Boulevard. He responded that a surge would cause pieces to shift and move onto other properties. He stated that he is not proposing a condition at this time. He had further observed shell accumulation based on day-to-day wear. Council Member Link noted the possibility of a compromise and would like the applicant to further consider potential options. She would like to see absorption as part of the design. Vice Mayor Safford stated his opinion against imposing a condition. Council Member King remarked that the town's overflow parking uses shells. He provided his personal observations and described the impacts on his vehicle.

Council Member King made a motion to move Ordinance 26-02 forward to the second reading on Wednesday, September 9, 2026, seconded by Mayor Allers.

Mr. Smalley requested that the Council include the time of the second reading in their motion. Council Member King modified his motion to add "at 1:00 p.m." The seconder agreed to this change.

Town Attorney Stuparich asked if there was a condition that would include the ETPP process. Mayor Allers noted that there has been agreement with the applicant on this aspect and that they would come back with the language before the second reading. The wording could be added at that time.

The motion carried unanimously by roll call vote.

- 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.

Mayor Allers turned the meeting over to Vice Mayor Safford. Vice Mayor Safford read the title of the ordinance. He asked for disclosures of any ex parte communications. Council Member King provided that he was familiar with this site and had meetings with The Neighborhood Company and their developers. He received e-mail communications, with some recently against the project. Council Member Link also spoke with The Neighborhood Company on June 15, 2026. She is familiar with the site. Council Member McLean had met with The Neighborhood Company and, to the best of his recollection, stated that he had not met with Mr. Torgerson. He spoke with several neighbors on Primo St. who voiced concerns about traffic and parking. Vice Mayor Safford disclosed that he had received the same e-mail communications as other members of Council. He also met with The Neighborhood Company about two weeks ago.

Vice Mayor Safford announced that Jason Green of Community Development Services was qualified as an expert on land use and planning and development, based on his experience and education. Ms. Strayhorn requested that three individuals be deemed as experts: 1) Patrick Vanesse from the Neighborhood Company for planning; 2) Brandon Frey from J.R. Evans Engineering for engineering; and Albert Dambrose from Studio AD for architecture. Vice Mayor Safford confirmed with her that all three had been qualified in the past. Planner Jason Green provided a summary of the request as outlined in the blue sheet. He reminded the Town Council that the applicant has submitted architectural drawings for approval.

Ms. Strayhorn introduced the team and gave an overview of the basis of the review. She requested that the presentation be included in the public record. Chris Flagg reported that they had reached an agreement for One Particular Harbor, which is Margaritaville's new upper-scale luxury resort brand. He announced that this particular development will not include condominium hotels and will only contain hotel rooms. He emphasized that the processes for checking in, parking, and guest and card access would be seamless. Mr. Vanasse provided a historical background of the property. He described the location and surrounding uses, asserting that this proposal would be a good fit for the area. He presented a solution based on feedback received from the LPA on parallel parking concerns. This included an additional five-foot easement to the town and the elimination of two parallel parking spaces at the intersection of Primo Drive and Estero Boulevard. The applicant is proposing a modification to the loop drive. This adjustment would allow them to meet the parking space requirements. Mr. Vanasse noted that some green space would be lost with this change. The presentation included renderings and floor layouts. Mr. Vanasse reported on the intensity and density equivalency, under the LDC, as well as the applicant's transportation-related commitments. He reviewed the proposed parking space reduction, public and special benefits, and changes to the requested deviations. He also showed

the latest hotel room update from the Lee County Visitor & Convention Bureau. Ms. Strayhorn stated that the applicant had made additional changes to the concept plan and asked if Vice Mayor Safford could reread the title of the ordinance. She highlighted that there should be 12 deviations and 51 parking spaces. Town Attorney Stuparich noted that this was a statutory requirement. Vice Mayor Safford reread the title of the ordinance.

Council Member King asked if the property was still listed for sale. Mr. Flagg responded that the agreement had expired months ago and that the listing was removed from the website. Council Member King also pointed to concerns about traffic and the town giving away height, density, and intensity for nothing in return. He recounted social media feedback about Margaritaville. Mr. Vanasse referred to the documentation within the packet and the list of benefits presented. Vice Mayor Safford inquired about feedback from neighbors. Mr. Vanasse remarked that they had received input from one neighbor and asserted that the applicant believed that a compromise can be reached that would address the concerns, to the greatest extent possible. There was a follow-up request for internal processes that minimize the use of the four parking spaces at issue.

No public comment.

Council Member McLean moved to approve Ordinance 26-10, CPD20250286, 1207 Estero Blvd. (Silver Sands Resort), now known as One Particular Harbor, with the changes as outlined for the parking and reconfiguration. Vice Mayor Safford added that there would be a second reading on September 9, 2026, at 1:00 p.m. Council Member McLean agreed to this modification. Council Member King seconded the motion. Town Attorney Stuparich clarified that it would be "1:00 p.m. or soon thereafter." There was informal consent to this addition. The maker of the motion confirmed that the intent was to include both parking and the deviations. Mr. Smalley responded that the staff would prepare the condition based on the Town Council's direction. Ms. Strayhorn stated, for the record, that the applicant is in agreement.

The motion carried 4-0, with Mayor Allers abstaining.

Council recessed for 45 minutes.

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.

Mayor Allers read the title of the resolution. Assistant Finance Director, Jeffrey Newman, presented on the FY27 Proposed Millage Rate. He emphasized that today's agenda item focuses on setting a not-to-exceed rate and explained that additional public meetings are scheduled for September 9, 2026, and September 23, 2026, to adopt the millage and budget. He reported on the framework for calculation, trends, and restrictions. He also outlined the millage impacts and proportions. The presentation contained three proposed rates for FY27: 1) the rolled-back rate of .9687, 2) the unchanged rate of 1.0294, and 3) the maximum proposed millage rate of 1.34.

Council Member McLean inquired about the 86.3% that had been collected or recovered. Mr. Newman clarified that about 86% of mills were collected, based on what was adopted in the FY26 budget. He believed that the rate would be similar for this fiscal year. Town Manager McKannay also pointed to additional factors that contribute to this difference, including default. Mr.

Newman emphasized that the town was not involved directly in the collections process. Council Member Link verified with him that 100% is never used. Mayor Allers asked for a rolling average of the percentage. Mr. Newman responded that he could review and analyze the data. He reported that municipalities that have not suffered damages from Hurricane Ian have been collecting at 100%. Town Manager McKannay added that the 96% rate was used last year as well. Council Member Link requested further information on the roll-back rate. Mr. Newman explained that this number was calculated based on the same amount brought in from the government plus new growth that had occurred during that year. He highlighted that this latter factor has caused the increase in the proposed rate. Vice Mayor Safford expressed his appreciation for the comparative data but noted that there may be differences between local municipalities. He asked if staff had additional information on comparable communities. Mr. Newman stated that he could provide that information for the next meeting. Council Member King inquired about the forecasted results for the end of this current fiscal year.

Assistant Director Newman replied that the Town is on strong financial footing and that they are looking at needing only around \$680,000 from the Bridge Loan Fund for FY26. Council Member King referenced Town Manager McKannay's letter, which projected a \$629,030 shortfall for FY 27. Mr. Newman clarified that the projected shortfall was for FY27. With this amount taken out, there would be around \$6.7 million remaining. There was a follow-up inquiry on the budget gap of almost \$1.5 million for FY27. Town Manager McKannay mentioned that there were two reasons identified for the shortfall. The total was calculated to be \$1.499 million. Mr. Newman added that the bridge loan is only a revenue offset solely in the categories that existed the year before the hurricane. Town Manager McKannay said that the forecast has not changed since the letter. Mayor Allers requested Mr. Newman verify and provide the most updated value for the amount still available for the bridge loan. Council Member King asked about the "Town Council" category.

Mr. Newman answered that this included around \$10,000 in consulting fees and an increase in the amount spent on lobbyists. There was a follow-up question on books, publications, and subscriptions. He responded that there were some membership fees. For executive salaries, pay was a significant factor that influenced the ultimately calculated value. He would report back with more specific details. Town Manager McKannay presented the top priorities for funding purposes (in no particular order): 1) continue to replenish the town's emergency reserves; 2) address new positions identified for the next budget, including roles related to the new pool; 3) match funds for appropriations; and 3) come up with funds for canal dredging. He reported on the staff's preparation for the budget. Council Member Link asked if the town would be using emergency funds to house money that would be outlaid for a grant that may require years for reimbursement. She highlighted the difficulty of paying the money upfront. Town Manager McKannay replied that there have been movements within the general fund to cover these expenses. Mr. Newman confirmed that the town uses the emergency funds for this purpose and that, without this money, they could lose out on opportunities for grants. There was a follow-up inquiry on the treatment of reimbursements. Mr. Newman answered that this amount would be returned to the originating fund. He stressed that the highest risk is waiting for the money to come back to the town. Council Member Link remarked that there is a similar concern related to matching funds. Vice Mayor Safford echoed Mayor Allers' request for verification on the numbers for the bridge loan. Council Member McLean verified with Town Manager McKannay that the values that reflect the ability for matching funds are spread throughout the document. Council Member King announced that, in the interest of time, he would postpone his questions and ask them during his meetings with staff. He emphasized the need to engage in a thorough review, especially given that there will be a mandated budget reduction discussion next year. Mr. Newman reported that the bridge loan's current balance is \$7.574 million. The town is currently earning interest of around \$22,000 per month. They have yet to complete the transfer funds of around \$2 million. He explained that this is a loan and should not be used, if possible. Mayor Allers confirmed that the balance contained the revenue replacement used to alleviate the bridge loan.

No public comment.

Mayor Allers moved to approve the maximum millage rate of 1.34, as requested by the town staff, to be turned over to the state tomorrow, with the hopes that this number can be significantly lowered, seconded by Council Member McLean.

The motion carried 4-1, with Council Member King dissenting.

- 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.

Mayor Allers read the title of the resolution. Town Manager McKannay expressed his excitement and noted the community interest in bringing the school back. Deputy Town Manager Kohler provided a summary of the request as outlined in the blue sheet. Town Attorney Stuparich added that the committee meetings would be subject to Florida Sunshine Law.

Council Member King remarked that this is an excellent opportunity to utilize island talent to help in this long, drawn-out process. He suggested that staff look for help in facilitating these groups, citing FGCU and FSW for potential opportunities. Vice Mayor Safford thanked the staff for their work. He expressed agreement and support for Council Member King's suggestion. He asked when the Council would decide on the liaison for the committees.

Deputy Town Manager Kohler responded that this can be done at any time following the creation of the groups. She added that there were many community members who would be excellent facilitators. Further help and guidance could be provided as well. Council Member Link appreciated the inclusion of community involvement. She offered that the committees be provided a framework that will delineate the scope and range they should review and consider. She commended Deputy Town Manager Kohler for her work. Council Member McLean acknowledged the community's talent and spirit. He inquired if there would be a session that would allow the committees to gather and learn about the common vision and goal. Deputy Town Manager Kohler mentioned potential connections that could be made, including partnerships with the Mound House. Mayor Allers would like to see that these opportunities are also open to those outside the community who may choose to bring their children to this school. He asked if it would be more beneficial to have liaisons for these committees. Deputy Town Manager Kohler responded that it would not be necessary but would like to defer to the Council for their decision. There was discussion among members of Council on the establishment of committee liaisons. Council Member Link suggested that the committees be allowed to choose. She also mentioned the need to schedule sessions outside work hours. Deputy Town Manager Kohler expressed her agreement. She and Town Manager McKannay confirmed that staff would be available for these meetings. Council Member King asked if this would result in overtime. Town Manager McKannay responded that this would most likely not be the case.

No public comment.

Council Member King moved to approve Resolution 26-167; Establishment of Six Ad Hoc Committees to Assist in the Preparation of a Charter School Application, seconded by Vice Mayor Safford.

The motion carried unanimously by roll call vote.

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.

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 commented that this was an example of where the town is leading the way in building resiliency in the state of Florida. Council Member Link expressed her agreement. Vice Mayor Safford asked about the town's score. Deputy Clerk Jason Freeman gave an overview of the assessment and reported the following numbers: 1) an increase in Category A from 47 to 55 and 2) an increase in Category B from 45 to 56. He reminded the Council that these scores translate to money upfront for the town upon obligation. Town Manager McKannay, Mayor Allers, Council Member King, and Council Member Link thanked the Deputy Clerk for his work.

No public comment.

Council Member McLean moved to approve Resolution 26-155, 2027 F-ROC Participation, seconded by Council Member Link.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Town Manager McKannay provided a summary of the request as outlined in the blue sheet. Jackie Liszak, President of the Fort Myers Beach Chamber of Commerce, reported that the new Roxie is out in Times Square, open and operating seven days a week from approximately 10:00 a.m. until sunset. She also announced that there would be a ribbon-cutting ceremony.

Council Member Link and Council Member McLean thanked the President of the Fort Myers Beach Chamber of Commerce for her work.

No public comment.

Council Member King moved to approve Resolution 26-168, seconded by Council Member Link.

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

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.

Mayor Allers read the item into the record. Town Manager McKannay provided a summary of the request as outlined in the blue sheet.

Council Member McLean expressed his excitement for the process moving forward.

No public comment.

Council Member McLean moved to accept "Grant: TDC FY25-26 Attractions Marketing Funding for the

Mound House," seconded by Council Member Link.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the item into the record. Special Event Coordinator Nora Skipper provided a summary of the request as outlined in the blue sheet. She announced that the applicant was able to revise the site plan and eliminate any road closures. This was displayed on the screen. Copies were also available. She mentioned that the applicant would like the town to consider the possibility of using the parking lot for the Mooring Field Office as an area designated for children and families. Town Manager McKannay expressed his appreciation for the concessions made and responded favorably to the request. He stated that there would still be plenty of parking available. Upon Mayor Allers' request, Sean Sipe, the representative for this special event, gave a general overview of On The Bay Labor Day Bash. Council Member McLean thanked Mr. Sipe for his work. Council Member Link asked about the party who would be responsible for blockading the designated play area. Mr. Sipe responded that there was a bush line and that they would extend the fence line across and down to the water.

No public comment.

Mayor Allers moved to approve Special Event "Matanzas Inn / On The Bay

Labor Day Bash," seconded by Council Member King.
The motion carried unanimously by roll call vote.

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 Lyszak 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.

Mayor Allers read the item into the record. Special Event Coordinator Nora Skipper provided a summary of the request as outlined in the blue sheet. Jacki Lyszak, the President of Fort Myers Beach Chamber of Commerce, gave an overview of the event.

Council Member McLean commented positively on this item. Mayor Allers asked if this application is under the Fort Myers Beach Chamber of Commerce. Ms. Lyszak clarified that the organization pulls the permit and receives no financial benefit.

No public comment.

Council Member McLean moved to approve the Special Event "Island Hopper Songwriter Festival," seconded by Council Member Link.

The motion carried unanimously by roll call vote.

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 REOCCURRING 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.

Mayor Allers read the title of the resolution. Special Event Coordinator Nora Skipper presented the proposal for reapproval of the Bayside Concert Series. Vice Mayor Safford announced that he would be recusing himself on this item. Mayor Allers asked if any charges were associated with events held in

Bayside Park. Town Manager McKannay confirmed that the town will be assessing all of their fees and that staff will review the schedule and rates this coming September. Jacki Liszak, the President of Fort Myers Beach Chamber of Commerce, gave an overview of this event series. Mayor Allers commented that the Chamber of Commerce is listed, rather than the FMB Chamber Water Foundation. Ms. Liszak and Ms. Skipper both noted that this was a clerical error and that an adjustment would be made.

No public comment.

Council Member King moved to approve Resolution 26-160; Special Event - FMB Chamber of Commerce Bayside Concert Series, seconded by Council Member McLean.

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

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.

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

Vice Mayor Safford asked if the goal was to earn revenue or to break even. Community Services Director Jeff Hauge stated that the project is fairly minimal. Sweeping would be provided, as needed, to remove sand and debris. There would also be trimming work on the corner near the bus lane on Main Street. He asserted that this project would use a low amount of staff time. There was a follow-up question on clean-up responsibilities after a hurricane. Mr. Hauge responded that there would most likely be a declaration with an association with an emergency fund. The staff would focus on cleaning up the bridge to allow traffic from both sides.

No public comment.

Council Member McLean moved Resolution 26-166, FDOT Memorandum of Agreement - Maintenance Services, seconded by Council Member King.

The motion carried unanimously by roll call vote.

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.

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 stated that he was on the CHNEP's board and was proud that this was approved earlier this year. Vice Mayor Safford confirmed with the Town Manager that this proposal was a win-win situation. No public comment.

Council Member King moved to approve Resolution 26-169; CHNEP ILA Grant Approval - Engineering for Stormwater Projects, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

- 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.

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 funding. Town Manager McKannay responded that funding was coming from multiple sources, a combination of state-revolving loan funds, hazard mitigation grant program funds, state legislation appropriations, Lee County funds, and town funds. Council Member McLean asked about the percentage that the town would be responsible for paying. Assistant Finance Director Jeffrey Newman stated that this would be coming from the stormwater fund and noted that this is separate from the general fund. Town funds would only be used if something needed to be done outside the original project cost.

No public comment.

Council Member King moved to approve Resolution 26-159; Change Order #2, ITB-23-18-UT, Andrew Sitework LLC, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

- 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.

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

No public comment.

Council Member Link moved to approve Resolution 26-171; EarthBalance Change Order #3 for Dune Plantings, seconded by Council Member McLean. The motion carried unanimously by roll call vote.

- 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.

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 inquired about the expected enhancements. Community Services Director Jeff Hauge reported that there would be additional data analytics and a stronger signal.

No public comment.

Council Member King moved to approve Resolution 26-164, First Amendment CUSI Agreement, seconded by Vice Mayor Safford. The motion carried unanimously by roll call vote.

- 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.

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

No public comment.

Council Member McLean moved to approve Resolution 26-165; Tidal Basin Second Amendment, seconded by Council Member King.

The motion carried unanimously by roll call vote.

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.

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

No public comment.

Council Member McLean moved to approve Resolution 26-158; Axis Infrastructure LLC, STA #2, seconded by Council Member Link.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Town Manager McKannay provided a summary of the request as outlined in the Legislative Sheet.

Vice Mayor Safford asked if this was required by FWC. Environmental Projects Manager Chadd Chustz responded affirmatively. He explained that FWC will provide comments to FDEM. The latter then provides direction to the town.

No public comment.

Council Member Link moved to approve Resolution 26-170; Coastal Engineering Consultants, STA #5 Beach Project Permit Required Activities, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

Council recessed and the meeting resumed at 3:17 p.m.

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.

Mayor Allers read the title of the resolution. Town Attorney Stuparich provided an overview of the administrative appeal. She reported that the appeal has been divided into two portions. The Town Council would first consider the procedural components. She referred members to page 726, which contained a list of all attachments. She noted that there did not appear to be any objections to allowing these documents to be incorporated into the record.

Mayor Allers moved to accept the attachments to the agenda into the record, seconded by Council Member McLean.

The motion carried unanimously by roll call vote.

Zachary Lombardo, on behalf of the property owner Todd Plaisted of the Todd R. Plaisted Trust, announced that they have filed a motion to dismiss this building permit appeal for lack of standing. He argued that the case lacked standing due to the fact that the individual who filed was not eligible under the code. He added that 34-86 of the LDC should not be applied, as there has already a process that has been established. Opposing counsel, Shai Ozery of Robert N. Hartsell, P.A., provided his argument that this section of the code should be applied to this case. He referred to the Town Attorney's memorandum, asserting that this process is default by procedure and broad by design. He stated that appeal-related filings were filed properly, under the town's instructions. Both attorneys then provided rebuttals to the opposing side's arguments.

Town Attorney Stuparich explained that there was some apparent gray area on the appropriate appeal. The amendment that was made to the building official's decisions was done at a time when initially these appeals would go to the Lee County Board of Adjustment and Appeals. The town had been moving forward with its building official identifying properties in the town that needed to be demolished due to the unsafe character of the structures, as a result of the hurricane. The Town of Fort Myers Beach was not aware of their interlocal agreement with Lee County, which had expired in 2018. The Town Council had moved quickly with an emergency ordinance directing all building officials, which at the time appeared to be primarily demolition permits or requests, to the Special Magistrate. The ordinance was adopted with a first and second reading. Shortly thereafter, this appeal was filed. She added that this meant that the language had changed. It is of her belief that the Town Council's intent was to direct appeals of the building official to the Special Magistrate, noting that there was correspondence of this during that time.

She recalled the debate on who can file these types of appeals. The Town Attorney and attorney Vose had provided a short memorandum on the issue of standing around this time. She highlighted that anyone can file an appeal but this does not automatically mean that they also have standing. She outlined the three options that the Town Council has: 1) approve the motion to dismiss (with reasons being incorrect forum, lack of standing, and/or the collateral attack on the variance); 2) deny the motion to dismiss based upon the reasons provided by Mr. Ozery and set the date for a hearing of the motion itself; or 3) deny the motion to dismiss, allowing a transfer to the Special Magistrate. She also clarified that, in the last scenario, it is still debatable as to whether there is authority to refer this matter to the Special Magistrate, who would decide on jurisdiction and standing issues.

Mayor Allers asked if dismissal would bypass the process with the Special Magistrate, allowing the parties to go through the higher courts. Town Attorney Stuparich responded affirmatively, adding that there most likely would be an appeal. The parties also have additional remedies available to resolve this matter. Council Member McLean inquired if this was based upon a believed error by a building official that has come through LPA and the Town Council, before moving into the court of law and being appealed. Town Attorney Stuparich replied that this was the variance's procedural route. She clarified that the building permit relied on the variance, which itself was dependent on the survey in question. Mr. Ozery added that there was a dispute from both sides on whether an error existed. The information from the state survey had not been available at the time. Mr. Lombardo agreed on that statement but noted that, following these new details, the opposing side had filed a request for reconsideration. This would come before the Town Council at a later time. There is additionally a civil lawsuit. He voiced his opinion for the presence of a collateral attack. Mr. Ozery cautioned against merging together various disputes. Town Attorney Stuparich provided that the town had attempted to hire a surveyor but was unable to do so in a timely manner. Mr. Lombardo filed a new survey which was reviewed and verified by the staff that there were no issues. She requested that one of the planners confirm this work. Mr. Ozery made an objection, stating that he believed that this would delve into the merits of the appeal. Town Attorney Stuparich pointed to the difficulty in keeping the issues separate and expressed her wish to show that staff had done an adequate review.

Mayor Allers expressed his opinion on applying the code in its entirety. Council Member Link voiced that she was also leaning towards this position. Council Member McLean said that he is in support of a motion to dismiss and that he is against moving this matter to the Special Magistrate. Vice Mayor Safford inquired about the impacts of a dismissal. Council Member McLean responded that this matter would be disposed and that other remedies would still be available. Town Attorney Stuparich expressed her agreement, adding that there would not be a need to go into the merits and hear the survey issues. She cannot give legal advice on the parties' appeal rights. Mr. Ozery

agreed, noting that the Town Council should not be making a decision based on whether there are alternative remedies. Council Member McLean provided that the body would need to consider whether or not the code should be applied in its entirety. Council Member King requested additional information on the error. Mr. Ozery responded that the dispute was based upon the issuance of a building permit based on an incorrect survey. Town Attorney Stuparich notified the Town Council that they were entering discussion into the merits of the appeal. Council Member King commented that he has not yet heard the error, which the appeal was based on.

Council Member Link moved to approve the motion to dismiss due to incorrect forum and the standing issue, seconded by Mayor Allers. Upon the request of the Town Attorney, the maker of the motion restated the motion, with the seconder re-announcing his second. Council Member King verified with Mayor Allers that this was a motion to dismiss. The motion carried unanimously by roll call vote.

- 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.

Mayor Allers announced that the item had previously been removed from the agenda.

XIII. FINAL PUBLIC COMMENT

No public comment.

XIV. TOWN MANAGER'S ITEMS

Town Manager McKannay began with an update on the feedback on the draft ILA that he had received from the School District of Lee County. They reviewed and incorporated many of the comments submitted by staff and the Town Council.

There was an agreement for immediate property access upon signing. This would provide the town with additional time. The district had added a stipulation asking for proof of insurance. He stated that this would have been asked for anyway and that he was agreeable to this request. The time to work on the application has also been extended from 120 days to 12 months. The district asked that they be provided 60 days (instead of 30 days) to provide records. He reported that there

are some areas that still require additional work, including some pushback to usage beyond educational purposes. Becky Vose has also conducted a review and has requested internal discussions. She had cautioned the town on seven provisions, especially related to the force majeure, that do not account for all measures that may affect the town meeting its one-year reopening deadline.

Town Manager McKannay announced that the Community Services Department was able to negotiate a contract with a contractor for landscaping for the town.

The cost is approximately \$230,000. He believed that they would be able to move forward with the irrigation and sodding for the Bay Oaks Recreational Campus in the very near future. He does not have a timeline yet for this project, as additional details would need to be worked out. He additionally reported that ROAR Offshore was purchased by a new owner, Shaun Torrente. The buyer had informed him that he is looking forward to restoring the business and plans to hold a single-day, single-class event this fall. He noted that the Lee County Sheriff's Office and the fire district officials, as well as business leads, were also present at that meeting.

He believed that this business would be plausible, with minimal impacts or disruptions to traffic and security. These topics were discussed during that session. He had informed them that their proposal meets the requirements for a special event permit, though he stated that he could not fully guarantee its approval. He wished to provide this briefing to the Town Council, before the item is considered. Town Manager McKannay added that he had met with Tom O'Reardon from Cars on 5th, What's Up FMB, and the town's emergency services partners. He provided that discussions were ongoing. He hopes to keep Fort Myers Beach as a potential location for other locations to hold alternate events for Cars on 5th.

Returning to the sod and irrigation project for the Bay Oaks Recreational Campus, Town Manager McKannay presented a request for approval of a work order.

Community Services Director Jeff Hauge explained that they have gone through the bid process already with the town-wide landscaping and irrigation contract. Tidewater had won. The amount was based upon the amounts provided by that agreement. He concluded by confirming that staff had done their due diligence on their end. Council Member King verified that the amount was approximately \$232,500. There was a follow-up request for information on the funding source. The Community Services Director responded that this would come from park impact fees. Town Attorney Stuparich noted that the Town Council can authorize the Town Manager to sign the contract and bring the agreement back for ratification. This way, the body can review the actual terms and conditions, and the document could be incorporated into the Town Clerk's records. Town Attorney Stuparich commented that she would be able to conduct legal review during that time as well. Vice Mayor Safford asked if this item was budgeted. Mr. Hauge responded that these costs would be paid for by the money raised from impact fees, separate and outside the general fund. It is of his understanding that there are multiple project budgets existing simultaneously.

Mayor Allers moved to authorize the Town Manager to execute the contract with Tidewater for \$232,500 for the irrigation and sodding of Bay Oaks, to be brought back to the Town Council for ratification at a future meeting, seconded by Council

Member Link.

The motion carried unanimously by roll call vote.

XV. TOWN ATTORNEY'S ITEMS

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

The Executive Session had previously been removed from the agenda. In its place, the Town Council considered the proposed Settlement Agreement between the Town of Fort Myers Beach and White Sand Properties of Fort Myers Beach, LLC.

Town Attorney Stuparich reminded the Town Council that this morning, the body had agreed to have a discussion on the proposed settlement agreement from White Sand of White Sand Properties of Fort Myers Beach LLC and the Town of Fort Myers Beach. She stated that she had copies of the document for distribution and that she would review the document. She provided a summary of the terms in the proposed settlement agreement. The first paragraph sets forth the background and incorporates all recitals. The second part contained the settlement amount of \$150,000, to be paid by February 1, 2027. She noted that around \$50,000 has already been paid for release of various liens, some of which have been a part of the dispute since 2022. She explained that there would be a release of all liens and pending fines; dismissal of the litigation; and the agreement to not impose any further liens to the extent such as available remedy, including attorney fees and other costs by both sides in pursuing the litigation. The third paragraph provides that White Sand of White Sand Properties of Fort Myers Beach LLC would submit to the immediate filing of an agreed-upon final judgment in the lawsuit and dismissal of the appeal, if the party does not provide the payment on time. She remarked that this was a fairly good guarantee for payment by the deadline or shortly thereafter. Both parties would waive defenses and release liabilities. The town would also record a copy of satisfactions and release of the liens following payment. She said that the remainder of the document contained boilerplate settlement agreement language. She suggested that the Town Council allow her to announce an executive session on Thursday if members would like to discuss strategy or potential liability.

Mayor Allers stated that he would like to defer the request for a closed meeting to those members who were not present since the beginning of the dispute. Council Member McLean recalled a previous proposed settlement agreement that was slightly higher than the currently provided amount.

Council Member King added that the prior version was about \$80,000 more. He confirmed with Town Attorney Stuparich that the town would receive \$150,000 in addition to the \$50,000 that was already paid. She clarified that the release, or satisfaction, is \$200,000. Council Member King remarked that this was a good all-around settlement for the town. Council Member Link mentioned that she has been up-to-date on the information related to this matter and voiced that she held a similar position to the ones previously stated. Mayor Allers commented that the other party most likely would like to

be done with this dispute, as it has held up development of the property in a very popular spot on the beach. He expressed his support for the settlement. He noted that this dispute probably began around 2016-2017. Town Attorney Stuparich responded that the code enforcement case started around this time. Responding to Council Member King's question on the requested action from the Town Council, she asked the body to sign the settlement agreement, subject to legal sign-off in the case of a need for last-minute adjustments in the language. Mayor Allers made a request to the Town Attorney to ensure that every detail is precisely and thoroughly finished, as he does not wish for either side to return to this issue again.

Council Member King moved that the Mayor sign the Fort Myers Beach Code Enforcement Settlement Agreement, subject to legal sign-off, seconded by Council Member Link.

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

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Council Member McLean stated that it was wonderful to participate in the various ribbon-cutting ceremonies and park opening events. He loved to see progress on the island. He acknowledged the progress of his and AAC Chair King's discussions with staff regarding the Management & Planning Session. He is looking forward to receiving feedback.

Council Member King moved that the town begin a formal process in selling 2525 Estero Boulevard, by securing a bidded independent certified commercial appraisal to establish the current fair market value with the intent to return a prime parcel to the local tax rolls and to provide capital funds for other pressing town needs. Mayor Allers asked for a second. He announced that this motion was denied due to a lack of a second.

Mayor Allers stated that the town was approached by a council member from the Dominican Republic, Dayamo Victoriano, in Jarabacoa, about a potential opportunity to be a sister city with the Town of Fort Myers Beach. He explained that Fort Myers is involved in a similar program with another city. He acknowledged the differences between Fort Myers Beach and Jarabacoa but listed the similarities of tourism, environmental values, and resilience. Jarabacoa had provided the town with a piece of art. Mayor Allers reported that he and Town Manager McKannay gave Mr. Victoriano a tour of the building. He remarked that this would promote tourism. Both he and Town Manager McKannay were invited to and visited Jarabacoa, at no expense to the town. They had personally paid for their travels. He added that the visit had inspired the Town Manager to incorporate ideas from Jarabacoa to Fort Myers Beach. He remarked that this would be a unique opportunity to partner with a sister city. Town Manager McKannay said that this would not incur any costs to the town. Jarabacoa was connected to Fort Myers Beach through Fort Myers. He echoed Mayor Allers' remarks on the positive benefits related to this partnership. Town Attorney Stuparich announced that the Florida State Legislature had enacted some legislation on July 1, 2026, that terminated specific sister city and sister state agreements, primarily with foreign countries of concern. She would like the opportunity to confirm that the

Dominican Republic is not included. Mayor Allers asked if he would be able to seek approval for a resolution, should it not violate state statutes. She responded affirmatively. Council Member King commented that, absent a violation, this would be a good public relations move. Council Member McLean expressed his agreement and provided the spelling for those who wished to further learn and research. Mayor Allers noted that there still needed to be further approval from the Council, in the form of a resolution. Town Attorney Stuparich recommended that the Town Manager and his team begin drafting a document for ratification. She confirmed that she would update the Town Council on her findings. Town Manager McKannay stated that he and his team would begin working on a draft.

XVII. ADJOURNMENT

Council Member King moved to adjourn. The meeting was adjourned at 4:31 p.m.

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

LAST NAME—FIRST NAME—MIDDLE NAME <i>Albers Dan LEE</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Town of Fort Myers Beach Town Council</i>	
MAILING ADDRESS <i>5485 Avenida Pasadena</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>Fort Myers Beach</i>	COUNTY <i>LEE</i>	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <i>8/3/2026</i>		NAME OF POLITICAL SUBDIVISION: <i>Town of Fort Myers Beach Town Council</i>	
		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, Dan Allers, hereby disclose that on 8/3/2026, 20 26 :

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

- ☒ 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:

my business called Island CARTS FmB has a business agreement with TPI for golf CART services.

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.

8/3/2026

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.

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

LAST NAME—FIRST NAME—MIDDLE NAME Safford Scott Marker		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Town Council	
MAILING ADDRESS 884 Sabal		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
CITY FMB	COUNTY Lee	NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED 8-3-26		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 Safford, hereby disclose that on 8 / 3, 20 26:

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

- ☐ 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, married to Jacki Lissak president of FmBCC;
- ☐ 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:

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.

Date Filed

8/3/26

Signature

Scott Safford

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.

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

LAST NAME—FIRST NAME—MIDDLE NAME Safford Scott Marker		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE FMB TOWN Council	
MAILING ADDRESS 189 Sebal		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
CITY FMB	COUNTY Lee	NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED 8/3/26		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.

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DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Scott Safford, hereby disclose that on NOV August 3rd, 2026:

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

- ☐ 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, Jacki Liszak of the FMBCC is my wife;
- ☐ 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:

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.

Date Filed

8/3/26

Signature

Scott Safford

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

LAST NAME—FIRST NAME—MIDDLE NAME <i>Safford Scott Marker</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Town Council</i>	
MAILING ADDRESS <i>189 Sabal Dr.</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
CITY <i>FMB</i>	COUNTY <i>Lee</i>	NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED <i>8/3/26</i>		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.

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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.

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APPOINTED OFFICERS (continued)

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DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Scott Seftard, hereby disclose that on 8/3, 20 26:

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

- ☒ 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:

Property is right next door to property owned by my wife. Potential real estate transaction in the future and/or valuation increase of property.

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.

8/3/26

Date Filed

Scott Seftard

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.

1. **Request:**

Meeting Date: August 24, 2026

Approval of the ROAR Offshore 2026 Powerboat Races Special Event, to be held September 11 through September 13, 2026, at and offshore of Margaritaville Beach Resort, as requested by ROAR Offshore Powerboat Races LLC, including authorization for the waiver of enforcement of the Town's noise and open container ordinances; use of waterways within the Town's jurisdiction; use of applicable Town beach property; use of Town property; subject to final approval by the Fort Myers Beach Fire Control District, Lee County Sheriff's Office, and Town staff.

Additional information will be provided at beginning of the meeting.

Why the action is necessary:

Council action is necessary to approve the requested waivers of the Town's noise and open container ordinances, to authorize use of waterways within the Town's jurisdiction for the event, and approval the use of Times Square and Beach Access 36 (Wastina Way).

What the action accomplishes:

Approves the Special Event Application and its waivers.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Strategic Plan Goal:**

Not Applicable

5. **Background:**

ROAR Offshore Powerboat Races LLC has submitted a Special Event Application for the 2026 return of the ROAR Offshore Powerboat Races, to be held September 11 through September 13, 2026. Event operations and emergency support will be based at Margaritaville Beach Resort and associated properties, with racing activities taking place directly offshore. The application and supporting materials identify an expected attendance of approximately 5,000 to 12,000 people. Supporting site plans identify 18 planned vessel placements across multiple staging locations associated with the event.

The event requires Town Council approval for the requested ordinance waivers and use of waterways within the Town's jurisdiction. The applicant is also proposing a boat show within Times Square, with five race teams displaying vessels approximately 32 feet in length. The applicant is also requesting the rental of 22 Town parking spaces at Beach Access 36 (Wastina Way) to support the staging of additional vessels. The Whale property will also provide support and vessel staging as part of the event footprint.

Race boats will be lowered into and removed from the water by crane at the designated crane and wash-down support site on the One Particular Harbor site across from the Whale at 1207 Estero Blvd. The supporting staging plan identifies this area as a temporary operational site where boats will be staged only during scheduled launch and retrieval operations.

As of the preparation of this Blue Sheet, the Special Event Application remains partially incomplete. Final approvals from a full review by staff, the Fort Myers Beach Fire Control District and Lee County Sheriff's Office remain outstanding, along with proof of insurance as required by the Town's Special Event permitting process.

Attachments:

Financial Impact:

Will be discussed during the item

6. Alternative Action

Deny the Special Event Application 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
Abigail Eberhart, Public Information Officer
Carolyn Luomala, Acting Finance Director
Nancy Stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 8/7/2026
Approved - 8/17/2026
Approved - 8/17/2026
Approved - 8/17/2026
Approved - 8/17/2026
Final Approval - 8/17/2026

1. **Request:**

Meeting Date: August 24, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ADOPTING THE ADVISORY COMMITTEE POLICIES AND PROCEDURES MANUAL; ESTABLISHING UNIFORM POLICIES, PROCEDURES, ROLES, RESPONSIBILITIES, AND EXPECTATIONS FOR TOWN ADVISORY COMMITTEES; AND PROVIDING AN EFFECTIVE DATE .

Why the action is necessary:

Strengthens communication, transparency, accountability, compliance and organizational continuity.

What the action accomplishes:

Promotes consistent application of procedures across the Town's advisory committees.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Strategic Plan Goal:**

Communications

5. **Background:**

The proposed Advisory Committee Policies and Procedures Manual was developed to establish a consistent administrative and procedural framework for the Town's advisory committees, boards, and agencies. The Manual provides guidance regarding roles and responsibilities, meeting procedures, attendance, professional conduct, Sunshine Law and public records requirements, communication and representation, reporting procedures, and other operational expectations.

The Manual was presented to the Town Council during the August 6, 2026, Management & Planning meeting, at which time Council provided feedback and direction. The Manual has been updated to incorporate that feedback.

The Manual is intended to promote consistency, transparency, accountability, legal and policy compliance, and effective communication among Advisory Committee members, Town Council, Council Liaisons, Staff Liaisons, the Town Clerk's Office, and Town Administration. Adoption of the Manual will provide a centralized resource for Advisory Committee members and Town staff while preserving the individual duties and responsibilities assigned to each committee by applicable law, ordinance, resolution, or other governing authority.

Attachments:

1. 26-177, Advisory Committees Policies and Procedures Manual
2. 082026 DRAFT TFMB AC PP Manual (002)

Financial Impact:

None

6. **Alternative Action**

Do not approve adopting the Advisory Committee Policies and Procedures Manual, or provide additional direction to staff.

7. **Management Recommendations:**

Approve Resolution 26-177 adopting the Advisory Committee Policies and Procedures Manual.

8. **Recommended Approval:**

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

Created/Initiated - 8/17/2026
Approved - 8/17/2026
Approved - 8/17/2026
Final Approval - 8/17/2026

RESOLUTION NUMBER 26-177

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ADOPTING THE ADVISORY COMMITTEE POLICIES AND PROCEDURES MANUAL; ESTABLISHING UNIFORM POLICIES, PROCEDURES, ROLES, RESPONSIBILITIES, AND EXPECTATIONS FOR TOWN ADVISORY COMMITTEES; 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, pursuant to Section 2-93 of the Town of Fort Myers Beach Code of Ordinances, the Town Council may establish agencies, boards, committees, or commissions to provide citizen input, expertise, and recommendations on matters affecting the community; and

WHEREAS, the Town Council recognizes the important role of its Advisory Committees in reviewing matters within their respective areas of responsibility, facilitating public discussion, gathering community input, and providing recommendations to the Town Council; and

WHEREAS, the Town Council desires to establish a consistent administrative and procedural framework for Town Advisory Committees while maintaining the individual purpose, duties, and responsibilities assigned to each committee by ordinance, resolution, or other applicable authority; and

WHEREAS, the Advisory Committee Policies and Procedures Manual establishes guidelines concerning appointments and terms, roles and responsibilities, attendance, meetings, professional conduct, Sunshine Law requirements, ethics and public service, communication, representation, and other procedures applicable to Advisory Committee operations; and

WHEREAS, the Town Council finds that adoption of the Advisory Committee Policies and Procedures Manual will promote consistency, transparency, accountability, effective communication, and the orderly administration of the Town's Advisory Committees.

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 adopts the Town of Fort Myers Beach Advisory Committee Policies and Procedures Manual, attached hereto and incorporated herein as Exhibit “A,” as the administrative and procedural framework governing the Town’s Advisory Committees, except where otherwise provided by applicable law, ordinance, resolution, or committee-specific governing authority.

Section 3. The Town Clerk’s Office is authorized to administer and maintain the Advisory Committee Policies and Procedures Manual and to provide procedural guidance, training, resources, and administrative support necessary for its implementation consistent with applicable law and Town policy.

Section 4. This Resolution shall take effect immediately upon 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 on _____.



Advisory Committee Policies and Procedures Manual

TOWN COUNCIL ADOPTION DATE: _____

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Purpose of Advisory Committees

Pursuant to Section 2-93 of the Town Code of Ordinances, agencies, boards, committees, or commissions may be established by ordinance or resolution at the discretion of the Town Council to provide citizen input, expertise, and recommendations on matters affecting the community. This manual is intended to provide a guide for residents who are appointed to serve on any of these agencies, boards, committees or commissions, which shall be collectively referred to as “Advisory Committees” unless otherwise indicated.

Advisory Committees serve in a **recommendation capacity only**, with the exception of the Local Planning Agency which operates in accordance with [Section 34-113](#) of the Town of Fort Myers Beach Code of Ordinances and by a separate Policies & Procedures Manual which can be viewed [here](#). Final decision-making authority rests with the Town Council.

Committees support the Town Council by:

- Reviewing issues and policies related to their assigned subject area
- Facilitating public discussions
- Providing recommendations to the Town Council
- Assisting in gathering community input

Members serve as **volunteers appointed by Town Council** and are expected to conduct their duties with standards of ethical professionalism and integrity.

Advisory Committees of the Town

The Town currently has several Advisory Committees, including but not limited to:

- Anchorage Advisory Committee (AAC)
- Audit Committee
- Local Planning Agency (LPA)*
- Bay Oaks Recreational Campus Advisory Board (BORCAB)
- Cultural & Environmental Learning Center Advisory Board (CELCAB)
- Marine & Environmental Resources Task Force (MERTF)
- Public Safety Committee (PSC)

*The Local Planning Agency (LPA) operates under a separate Policies and Procedures Manual as adopted by the Town Council.

Each of these Advisory Committees has a specific scope and responsibility as defined in [Section 2-94](#) of the Town of Fort Myers Beach Code of Ordinances. The selection of members to serve on these Advisory Committees is made in accordance with Section 5 of the Town Council Policies and Procedures and Section 2-94.

Attached is the Advisory Committees Communication Flow Chart (Exhibit A), which describes the relationship and communication flow between the Town Council, Town Council Advisory Committee Liaison, Advisory Committees, Town Staff Liaisons, Town Clerk's Office, and Town Manager or designee.

Appointment and Terms

Advisory Committee members are appointed by the Town Council as provided in [Section 2-94](#) of the Town of Fort Myers Beach Code of Ordinances. There are specific requirements related to the Audit Selection Committee and the Local Planning Agency required by Florida law. Service in an advisory capacity does not create a property right in the position. Appointment to an Advisory Committee occurs following advertisement of a vacancy.

Interested candidates will be required to submit to the Town Clerk's Office a complete application. Appointments shall be made during a publicly noticed Town Council meeting. In accordance with Section 5 of the Town Council Policies and Procedures Manual, Advisory Committees serve for a term of two (2) years unless they are filling the seat as a result of a vacancy, which shall then be for the remainder of the term.

As provided by Sec. 2-97 of the Town of Fort Myers Beach Code of Ordinances - *Procedure for appointment and filling vacancies:*

Except as otherwise provided by state statutes, ordinance, or resolution, appointments to an agency, board, committee or commission shall be filled by the town council in accordance with the following procedure:

- (1) Town Council may direct the town manager to advertise a vacancy and seek resumes from interested members of the public willing to accept appointment.
- (2) Unless otherwise regulated by state statutes, ordinance or resolution, the composition of each agency, board, committee or commission shall consist of no less than four members and no more than seven members. Each town council member shall reserve the right to recommend the appointment of an

applicant to the agency, board, committee or commission. Town council may accept or reject the recommendation offered by the council member.

- (3) If a vacancy occurs on the agency, board, committee or commission during the term of the seat now vacated, pursuant to the process delineated in subsection (2), a member shall have the right to recommend a replacement to fill the vacancy to complete the unexpired term. Town council may accept or reject the recommendation.
- (4) The Town Clerk shall advertise the opportunity to serve on the agency, board, committee or commission and receive applications, resumes or other such documents in accordance with section 2-94. Town Council may schedule public interviews to vet applicants.

As provided by Section 2-96, Advisory Committee Members serve until:

- Their term expires,
- They resign,
- They are removed by Town Council in Council's sole discretion,
- They no longer meet eligibility requirements.

Section 2-96, Town of Fort Myers Beach Code of Ordinances - *Removal of agency, board, committee or commission members.*

"Unless otherwise precluded by state statutes, ordinance, or resolution, any member of an agency, board, committee or commission shall serve at the pleasure of town council and may be removed by town council with or without cause. In the event that any member no longer possesses the required qualifying criteria, or is convicted of a felony, while in office or has unpaid fines or liens due the Town of Fort Myers Beach, the town council shall terminate the appointment of such person as a member of the agency, board, committee or commission for cause."

Roles and Responsibilities

Committee Members

In recognition of the value of the contribution made by Advisory Committee members to the community and to each other, Advisory Committee members are expected to:

- Attend regularly scheduled meetings in person
- Review agenda materials in advance
- Participate in respectful discussion
- Provide objective recommendations
- Attend the Annual Sunshine Law and Public Records Review
- Follow applicable laws
- Follow guidelines within this Policies & Procedures Manual
- Represent the best interests of the community as a whole, not personal, financial or special-interest agendas

Election of Officers

At their October meeting, each Advisory Committee, after vacancies resulting from expired terms have been filled by the Town Council, a Chair and Vice Chair shall be selected. A Committee member may nominate a person for each of these positions or state their own interest in service as Chair or Vice Chair. The nominated committee member shall accept or decline the nomination on the record. If a nominated committee member is not present, acceptance of the nomination and a vote on all nominations shall take place at the next regularly scheduled committee meeting. Once all nominations are received, the Advisory Committee will vote by roll call.

Committee Chair

The Chair or designee is responsible for:

- Presiding over meetings
- Maintaining orderly discussion
- Providing Advisory Committee Reports to Town Council

Vice Chair

Should the Chair be absent/unavailable, the Vice Chair will be responsible for:

- Presiding over meetings
- Maintaining orderly discussion

Town Staff Liaison

Each Advisory Committee is assigned a Town Staff Liaison who supports the Advisory Committee by:

- Serving as the primary connection ensuring consistent, accurate communication between the Advisory Committee, the Town Clerk's Office, and Town Administration
- Preparing agendas in coordination with the Town Clerk's Office
- Maintaining alignment of committee discussions, initiatives, and recommendations with Town Council assigned goals and objectives
- Providing a Staff Liaison Report at each meeting

Council Liaison

Each Advisory Committee is assigned a Council Liaison who supports the Advisory Committee by:

- Attending assigned regularly scheduled Advisory Committee meetings
- Serving as an informational resource related to the topics at hand

Town Clerk's Office

The Clerk's Office provides procedural support to Advisory Committees by:

- Ensuring compliance with applicable open meetings laws, ethics requirements, and Town policies
- Developing, reviewing and maintaining Advisory Committees Policies and Procedures
- Maintaining official records and minutes
- Producing, posting, and archiving meeting agendas and notices
- Coordinating committee appointments and term expirations
- Providing procedural guidance, training, and resources to committee members and Town Staff Liaisons

Attendance

Regular attendance at all publicly noticed meetings is a fundamental obligation of Advisory Committee membership. The presence of all appointed members is important to ensure the Advisory Committee can maintain quorum and effectively conduct the Town's business.

In the event an Advisory Committee member will be absent from a publicly noticed meeting, they must notify the Town Clerk in writing.

If a member notifies the Town Clerk of a planned absence at least ten (10) days before a scheduled meeting, the absence will automatically be considered excused.

Absences reported fewer than (10) days before a scheduled meeting require a vote by the Advisory Committee to determine whether the absence will be recorded in the minutes as an excused or unexcused absence.

In accordance with Section 2-95(d), *Meetings, quorum, minutes and attendance requirements* of the Town of Fort Myers Beach Code Ordinances:

*(d) Attendance. Unexcused absence from **three** meetings within the member's term of an agency, board, committee or commission shall automatically operate to vacate the seat of an agency, board, committee or commission by motion duly passed and recorded in the official minutes.*

Participation by Videoconference:

An Advisory Committee member may participate in an Advisory Committee meeting by videoconference when one or more of the following conditions apply:

1. Permission is granted from the Council for an "extraordinary circumstance", including but not limited to a medical situation, expected travel delay, transportation issue, etc....or,
2. An emergency order or executive order authorized the use of communication media technology, as provided in s. 120.54(5)(b)2, F.S.

A quorum of the Advisory Committee must be met without the missing Advisory Committee member(s) in attendance unless this requirement is suspended by emergency order or executive order.

A member participating via videoconference may participate in discussion and vote on matters before the Committee, provided the member can hear and be heard by the Committee and the public throughout the meeting.

Meetings

Advisory Committee meetings and committee members are subject to the requirements of Florida's Government in the Sunshine Law, Public Records Law, and all applicable Town Policies and procedures. To support compliance with these requirements, all Advisory Committee members shall receive annual Sunshine Law and Public Records training or review.

Meeting schedules for the current year will be provided for committee members. The goal is to distribute finalized agendas and supporting materials at least seven (7) days prior to duly noticed meeting. Advisory Committee members requesting the inclusion of agenda items or supporting materials shall submit all electronic documents to the Town Staff Liaison no later than ten (10) days prior to the scheduled meeting date. The Town Staff Liaison shall coordinate the preparation and review of agenda materials and with the Town Clerk's Office to ensure approved items are included in the agenda packet. The Town Clerk's Office shall distribute agenda packets and maintain meeting records in accordance with applicable laws and Town procedures.

Pursuant to [Sec. 2-95](#), Town of Fort Myers Beach Code of Ordinances - Meetings, quorum, minutes and attendance requirements

- (a) *Regular meetings.* Meetings shall be scheduled in accordance with the ordinance or resolution authorizing the establishment of the board, committee, or commission. Public notice of the meeting shall be provided in accordance with procedures adopted for town council meetings. Meetings may be called by the committee chairperson or by the town manager or designee.
- (b) *Quorum.* A majority of all members appointed to the agency, board, committee or commission shall constitute a quorum for the transaction of business unless otherwise required by the ordinance or resolution authorizing the establishment of a particular agency, board, committee or commission.
- (c) *Minutes.* A written record of the proceedings of the board, committee, or commission shall be kept showing its action on each question considered. Such record shall be filed with the town clerk and shall be open to public inspection.

Sample Order of a Committee Meeting:

- 1. Call to Order - (Identify for the record the committee meeting, meeting date, and members present).
- 2. Pledge of Allegiance
- 3. Roll Call - (Members present)
- 4. Public Comment on any topic - (3 minutes per speaker)
- 5. Approval of Minutes – (Requires a motion and vote)
- 6. Old Business
- 7. New Business
- 8. Staff Liaison Report
- 9. Committee Members Items
- 10. Next Meeting Date
- 11. Items for Next Month's Agenda
- 12. Adjournment – (Requires a motion and vote)

Items requiring a Vote

- Any item including a decision or recommendation to the Town Council requires a motion and a vote.

Committee Recommendations to Council

Advisory Committees serve in an advisory capacity to the Town Council. Recommendations approved by an Advisory Committee shall be clearly documented in the official meeting minutes.

Recommendations should include:

- The motion approved by the Advisory Committee
- The vote results and outcome of the motion
- Supporting rationale or background information, when applicable

Advisory Committees may submit a written report to present their recommendations to the Town Council. Materials intended for presentation at a Town Council meeting shall be submitted to the Town Clerk's Office at least ten (10) days prior to the scheduled meeting date.

Presentations to the Town Council shall comply with the Town's adopted [Presentation Policy](#) and applicable agenda procedures.

Advisory Committees are encouraged to provide formal updates to the Town Council on a quarterly basis or whenever the Committee wishes to make a specific recommendation. A motion and a vote regarding the topic under discussion are required to take place at the time of their regularly scheduled monthly meeting. Advisory Committee Chairs and/or designees are welcome to attend and address the Town Council at any regular Town Council Meeting, subject to applicable meeting procedures and time limitations.

Expectations of Professional Conduct

Members should conduct themselves in a manner that reflects positively on the Town and promotes constructive dialogue.

This includes:

- Respectful interaction with fellow members, staff, and the public
- Avoiding disruptive or disrespectful behavior

Advisory Committee Membership Removal

Pursuant to [Sec. 2-96](#), Town of Fort Myers Beach Code of Ordinances - *Removal of agency, board, committee or commission members.*

“Unless otherwise precluded by state statutes, ordinance, or resolution, any member of an agency, board, committee or commission shall serve at the pleasure of town council and may be removed by town council with or without cause. In the event that any member no longer possesses the required qualifying criteria, or is convicted of a felony, while in office or has unpaid fines or liens due the Town of Fort Myers Beach, the town council shall terminate the appointment of such person as a member of the agency, board, committee or commission for cause.”

Sunshine Law Guidance

Members of Town advisory committees, boards, and agencies are subject to Florida’s Government in the Sunshine Law (Section 286.011, Florida Statutes). The same Sunshine Law requirements that apply to Town Council apply to the members of all Town advisory committees, boards and agencies.

Any gathering of two or more members of the same Advisory Committee, board or agency must comply with all the Sunshine Law requirements if they participate in any discussion, directly or indirectly, regarding any matter where there is known or could be foreseeable action to be taken by the committee. Examples of indirect discussions are the use of email to a committee member or communication through a spouse or other go-between.

Advisory Committee members cannot engage in discussions with each other (directly or indirectly) at outside meetings such as the Chamber of Commerce or Civic Association regarding any matter on which it is known or foreseeable that action may be taken, unless the Sunshine requirements are met.

These rules apply equally to any gathering, formal or casual, such as a Rotary Club (or other business or fraternal club gathering), fund-raiser, etc. They also apply to social events and functions unconnected to the advisory committee, such as a neighbor’s backyard barbeque. They also apply to casual discussions between or among members coming in the door for the committee meeting, at breaks during the meeting, and going out the door after the meeting. Every component of the decision-making process must occur in the Sunshine.

The penalties for violating the Sunshine Law are severe and can include criminal and civil sanctions as provided by law. The process of investigation of Sunshine law violations is always unpleasant, time-consuming, and costly, even if the person is ultimately cleared.

Advisory Committee members are required to complete Sunshine Law training following their appointment.

Ethics and Public Service

[Pursuant to 112.3145 F.S.](#) Advisory Committee members are public officials for purposes of Florida ethics laws and must adhere to applicable standards.

Most advisory committee members are not required to submit financial disclosure forms; however, members may be required to do so when delegated final decision-making authority or otherwise required by Florida law (e.g., Town Council, Local Planning Agency and/or Nuisance Abatement Board). Advisory Committee members must avoid:

- Conflicts of interest
- Misrepresentation of authority
- Using their role for personal benefit
- Contractual relationship with the Town

Fundraising and Solicitation of Donations for Town Activities

A donation solicitation requires prior Town Council approval and must be consistent with the Town's Donation Policy, as restated on May 18, 2026.

Communication and Representation

Advisory Committees serve in a **recommendation capacity only** to the Town Council and do not represent the Town or speak on its behalf; unless, specifically authorized by the Town Council.

Advisory Committee members shall not present themselves as official spokespersons for the Town in any public, professional, social media, or organizational setting. Media inquiries requiring an official Town stance or perspective should be referred to the Town's Public Information Officer. However, committee members may speak to the media and provide their personal opinions with a disclaimer that they are not speaking on behalf of the Town. The Public Information Officer is available for information at: Abigail.Eberhart@fmbgov.com.

Town resources and identifiers are reserved for authorized Town officials and employees and **shall not be used by Advisory Committee members** including but not limited to:

- Town letterhead
- Town logos or branding
- Business cards
- Other materials implying official representation

Advisory Committee members may identify themselves as a **“Town of Fort Myers Beach Advisory Committee Member”** when appropriate, but such identification must not imply authority to act or speak on behalf of the Town.

Amendments to this Manual

This Advisory Committee Policies and Procedures Manual may be updated as needed to reflect Town policies, legal requirements, or operational improvements.

Roles and Responsibilities – by Committee

Anchorage Advisory Committee

Pursuant to Section 2-94(1), Town of Fort Myers Beach Code of Ordinances - Qualifications and appointments of members:

(1) Anchorage Advisory Committee. The anchorage advisory committee shall advise the town council concerning all matters relevant to the management and use of the waters of the town for mooring and anchoring. The anchorage advisory committee shall prepare and submit the Matanzas Harbor Management Plan and any amendments thereto for review and approval by the town council and make recommendations for the establishment of managed municipal anchorages and mooring fields where warranted by objective evidence of environmental damage or user conflicts; or any other topics as assigned by the town council."

- 1. Review and analyze plans, reports, and proposals. Make recommendations to Town Council as needed based on review.**
 - a. Ensure the Matanzas Harbor Management Plan is up to date and reflects community needs.
 - b. Evaluate conditions/proposals pertaining to the waters of Fort Myers Beach.
 - c. Review proposals related to changes to the field and facilities for consistency with the Harbor Plan.
 - d. Review monthly reports on occupancy and financials.
- 2. Provide recommendations based on community needs, priorities, and opportunities.**
 - a. As directed by Town Council, participate in planning sessions to develop marketing plans, facility enhancement plans, and investigations into alternate facility locations.
 - b. Provide advice and recommendations regarding Mooring Field operations and challenges.
- 3. Review the progress and outcomes of projects. Make recommendations to Town Council as needed based on review of:**
 - a. Derelict vessels and other water hazards.
 - b. Mooring Field operations and the state of operations of the field and facilities.
 - c. Pump out facility use in the Mooring Field and throughout the canals and waters of FMB.

4. Advocate for resources, support and promotion.

- a. Make recommendations to the Town Council as necessary to ensure the Mooring Field is adequately resourced to deliver benefits to the community supporting Tourism, providing Safe Harbor of vessels, protecting our Marine Environment and ensuring Public Safety.
- b. With permission from Council, take advantage of opportunities to organize and/or participate in events and promotional activities in support of Mooring Field operations.

Perform any other duties which lawfully may be assigned to it by direction of the Town Council, such as, but not limited to, the review, holding of public meetings and making recommendations to the Town, on regulations, codes and other documents, as may be necessary to promote public safety related to maritime activities.

Audit Committee

Pursuant to Section 2-94(2), Town of Fort Myers Beach Code of Ordinances - Qualifications and appointments of members:

(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.

Responsibilities:

1. Auditor Selection:
 - a. Establish the RFP criteria prior to issuance
 - b. Evaluate RFPs for external audit services
 - c. Review and rank at least three qualified firms (or all firms responding, if fewer than three) based on RFP.
 - d. Submit its recommendation to the Town Manager
2. Reviewing Financial Audit:
 - a. Review of the Annual Comprehensive Financial Report (ACFR)
 - b. Review of the Annual Independent Auditor's Report and audit findings
3. Monitoring Corrective Action:
 - a. Review and follow-up on any findings or recommendation corrective actions

Bay Oaks Recreational Campus Advisory Board (BORCAB)

Pursuant to Section 2-94(3), Town of Fort Myers Beach Code of Ordinances - Qualifications and appointments of members:

- (3) *Bay Oaks Recreational Campus Advisory Board. The purpose of BORCAB is to serve the town as a community center and recreational facility providing individuals and groups passive and active recreational, social and community activities and events for both residents and visitors. BORCAB members shall work closely and in cooperation with the parks and recreation director, and advise the town council regarding matters concerning the Bay Oaks Recreational Campus and the community pool; or any other topics as assigned by the town council.*

**Cultural & Environmental Learning Center
(CELCAB)**

Pursuant to Section 2-94(5), Town of Fort Myers Beach Code of Ordinances - Qualifications and appointments of members:

- (5) Cultural and environmental learning center advisory board. The broad objectives of CELCAB are to ensure and promote the mission of the Mound House and Newton Beach Park to be accomplished through stewardship, advocacy and oversight according to best practices of museums and the requirement as stated in the Florida Communities Trust Agreements for each property. The CELCAB shall advise the town council on these matters or any other topics as assigned by the town council.*

Marine and Environmental Resources Task Force (MERTF)

Pursuant to Section 2-94(6), Town of Fort Myers Beach Code of Ordinances - Qualifications and appointments of members:

- (6) Marine and environmental resource task force. The broad objectives of MERTF are to further the welfare of the business owners, residents, and visitors of the town by helping to promote a better, more healthful, safe, and attractive community environment and to ensure that the unique and natural characteristics of our marine and environmental resources are preserved; or any other topics as assigned by the town council.*

Public Safety Committee (PSC)

Pursuant to Section 2-94(7), Town of Fort Myers Beach Code of Ordinances - Qualifications and appointments of members:

(7) Public safety committee. The PSC shall address any safety and transportation issues specifically assigned to the committee by the town council for the purpose of the health, safety and welfare of the business owners, residents, and visitors to the town. The committee shall review, discuss, and evaluate the most significant safety and transportation issues within the town. The PSC shall advise the town council on these matters or any other topics as assigned by the town council.

ADVISORY COMMITTEE

COMMUNICATION STRUCTURE

Clear Communication. Strong Support. Informed Recommendations.



1. **Request:**

Meeting Date: August 24, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ADOPTING AN UPDATED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Follows the current plan protocols on periodically updating the Town CEMP.

What the action accomplishes:

Adopts the current version of the Town CEMP.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Strategic Plan Goal:**

Leadership

5. **Background:**

The Town CEMP (Comprehensive Emergency Management Plan) establishes uniform policies and procedures consistent with NIMS for the effective coordination of resources to cope with a wide variety of natural, man-made, and technological emergencies. These emergencies may differ in size and severity and might affect the health, safety, or general welfare of the people of the Town of Fort Myers Beach.

Pursuant to F.A.C. 27P-6.010, (8), this plan, shall be adopted by resolution of the governing body of the jurisdiction before it becomes the Comprehensive Emergency Management Plan for such local government. Modifications to the plan made between formal approvals by the governing body that are not substantive shall be considered administrative updates to the previously approved plan and do not require approval of the governing body, but must be approved by the Town Manager.

Plan Distribution

The Town of Fort Myers Beach CEMP will be comprehensively reviewed once every four years, or whenever significant revisions are necessary, or as directed by the Town Manager. The plan will be distributed to the following individuals for input:

- ☐ Town Manager
- ☐ All Town Department Directors
- ☐ Lee County Emergency Management Division Chief
- ☐ Lee County Sheriff's Office
- ☐ Fire Chief, Fort Myers Beach Fire Control District
- ☐ Town Building Official

When adopted, the Plan shall be placed on the Town's website and distributed to the persons listed above and to the Town Clerk.

In addition, the Town Manager will periodically review emergency management assignments within the Emergency Operations Center with the goal of developing each position to a depth of two levels for each vital position. Individuals assigned to the roster will be notified of any updates to the Plan. This shall include:

- ☐ Mayor and Town Council
- ☐ Incident Command

- ☐ Planning Section Chief
- ☐ Logistics Section Chief
- ☐ Operations Section Chief
- ☐ Finance Administration Section Chief
- ☐ Public Information Officer
- ☐ Fire Chief
- ☐ Sheriff
- ☐ Emergency Management Coordinator

It shall be their responsibility to read and review the plan and be fully aware of the role they play in an emergency, and to disseminate it to and review it with appropriate members of their staff.

Attachments:

1. Resolution 26-172 - ADOPTING AN UPDATED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN
2. Executive Summary of Changes - 2026
3. CEMP 2026 Draft Policy - For Council Approval

Financial Impact:

None

6. Alternative Action

Do not approve the edits to the current CEMP and review again.

7. Management Recommendations:

Recommend to approve

8. Recommended Approval:

Philip Rizzo, Emergency Services Director
 nancy stuparich, Town Attorney
 Amy Baker, Town Clerk
 William McKannay, Town Manager

Created/Initiated - 8/13/2026
 Approved - 8/14/2026
 Approved - 8/14/2026
 Final Approval - 8/17/2026

RESOLUTION NUMBER 26-172

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ADOPTING AN UPDATED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Fort Myers Beach has been working diligently on updating the Town of Fort Myers Beach Comprehensive Emergency Management Plan ("CEMP") from the previous version adopted by Resolution 23-121; and

WHEREAS, Town Ordinance 06-12, Section 3 requires the Town Council's review and approval of the updated CEMP; and

WHEREAS, the final draft of the updated CEMP is ready for Town Council review and approval; and

WHEREAS, the approval of this Resolution and CEMP is in the best interest of the residents of the Town of Fort Myers Beach.

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 and adopts the updated CEMP attached hereto as Exhibit "A" and directs that all Town staff are provided a copy of the updated CEMP and are trained annually to carry out their responsibilities set forth in the updated CEMP.

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 24th 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 _____.

Executive Summary of Changes

Comprehensive Emergency Management Plan (CEMP): 2025 Administrative Update to 2026 Draft Policy

This summary outlines the substantive changes between the 2025 Administrative Update of the Town's Comprehensive Emergency Management Plan and the 2026 Draft Policy version prepared for Council approval. It focuses on content and policy changes rather than formatting or pagination.

Organizational Restructuring Reflected Throughout the Plan

The Town's emergency management chain of command has changed. The old “Operations & Compliance Director” and “Community Services Director” roles are gone from the succession structure, replaced by a Deputy Town Manager position and an Emergency Services Director:

- Plan activation authority: previously Town Manager, then Operations & Compliance Director, then Community Services Director. Now Town Manager, then Deputy Town Manager, then Emergency Services Director.
- Line of succession for the Town Manager’s emergency powers: previously a three deep line (Operations & Compliance Director, Community Services Director, Finance Director). Now a two deep line (Deputy Town Manager, Emergency Services Director).
- The Emergency Management Team roster now explicitly includes the Deputy Town Manager and Town Clerk, which were not listed before.
- “Lee Memorial Health System” is now referred to as “Lee Health.”

This is a real governance change, not just wording, since it moves who has legal authority to activate the plan and who succeeds the Town Manager during an emergency.

Town Now Has Its Own EOC

This is the most significant operational change in the document. The 2025 version stated plainly that the Town does not have its own EOC and would co-locate with Lee County’s EOC if needed. The 2026 draft establishes Town Hall itself, 6231 Estero Boulevard, as the Town’s EOC, functioning as a forward operating base (FOB) supporting the Lee County EOC. New content specifies that Town Hall’s hardened construction (it survived a direct Category 5 impact) makes it suitable for staffing but requires the Building Official to complete a rapid structural assessment before EOC staff reoccupy it after a storm. It also adds details on liaison staffing through Lee County’s South Islands Geographic Division and an alternate EOC location (mobile trailer, Bay Oaks, or co-location at the county EOC) if Town Hall becomes unusable.

Expanded Demographic and Economic Data

The Demographics and Economic Profile sections were rebuilt with newer, more granular data rather than just refreshed numbers:

- Permanent population revised to 5,251 (from 5,664), reflecting a 7.3% post-Ian decline, with median age now cited at 66.3 years.
- Poverty rate changed from 6.0% to 3.0%.

- Three entirely new subsections were added: Housing Stock (pre-Ian unit counts, damage extent), Seasonal and Transient Population (specific short-term rental counts: approximately 1,100 active units, 786 registered directly, 300–450 through opt-out condo associations; hotel inventory at approximately 58% of pre-Ian capacity; a planning figure of 5,000 peak transient population), and Vulnerable Populations (references the Lee County Special Medical Needs Registry and directs the Town EMC to publicize it annually).

New Vulnerability Assessment Exposure Analysis Section

An entirely new, data-heavy section addressing flood risk through rainfall modeling, tidal flooding, storm surge, and compound flooding scenarios, each run across current conditions and future sea level rise horizons out to 2080. It concludes that all Town bridges, major roads, evacuation routes, fire stations, schools, Town Hall, and the EOC are inundated under Category 3+ storm surge in every modeled scenario. This finding is then cited repeatedly elsewhere in the plan (water utility, wastewater, transportation, and structures sections all now cite specific exposure percentages from this assessment, e.g., 100% of bridges and major roads exposed in all storm surge scenarios, 85.7% of wastewater lift stations exposed in a 100 year rainfall event).

New Mass Fatality Operations Subsection

Clarifies that the Town has no law enforcement or medical examiner authority of its own and defines a limited support role: notification, scene security support at bridge checkpoints, coordinating with LCSO on debris removal near potential fatality sites, and referring all media inquiries on fatalities to LCSO. Also directs the Town EMC to arrange post-event crisis counseling for staff and residents through the county’s network.

New Bridge and Causeway Failure Contingency Subsection

A full new protocol for losing one or both of the Town’s two bridge connections (Matanzas Pass and Big Carlos Pass), including a 24 hour FDOT structural assessment timeline, single-bridge failure rerouting procedures, dual-bridge failure water and air access procedures (with prioritization order for medical evacuation, supplies, personnel, and residents), designated helicopter landing zones, and a mainland staging area at JetBlue Park or Hammond Stadium.

Smaller Corrections

- Disaster classification statute citation corrected from Florida Statute 22.34 to the correct 252.34.
- “Fort Myers Beach Fire Department (FMBFD)” corrected to the legally accurate “Fort Myers Beach Fire Control District (FMBFCD).”
- Public safety facility count increased from two to three buildings, adding Fire Station #31.
- LCSO is now shown maintaining an office in Town (1207 Estero Blvd), where the old plan said LCSO had no facility on the island.
- Donated resource tracking procedure gained a specific timeline: department supervisors approve F-ROC forms within seven days, records go to the grant manager every Friday.



Town of Fort Myers Beach

Comprehensive Emergency Management Plan

(CEMP)

2026 Administrative Update

Executive Summary

Disaster can strike at any time without a moment's notice. Hurricanes and other catastrophic events have the potential to cause significant widespread damage to our Town. Being prepared and having a regularly exercised plan of action can be the difference between life and death for the citizens of this community. This 2026 administrative update incorporates strategies and lessons learned from Hurricane Ian and other past experiences, as well as participation in the Florida Recovery Obligation Calculation (F-ROC) program.

Local law enforcement, fire, emergency medical services, public health and medical providers, emergency management, public works, environmental response professionals, and others in the community are often the first to detect a threat, hazard, or respond to an incident. They are also often the last to leave an incident site or otherwise deal with the effects of an incident. The local senior elected or appointed official (the Mayor or Town Manager) is responsible for ensuring the public safety and welfare of residents. In today's world, senior officials and their emergency managers build the foundation for an effective response. They organize and integrate their capabilities and resources with neighboring jurisdictions, the state, non-governmental organizations (NGOs), and the private sector. Increasingly, businesses are vital partners within communities wherever retail locations, service sites, manufacturing facilities, or management offices are located. NGOs and non-profit organizations also play a key role in strengthening communities' response efforts through their knowledge of hard-to reach populations, outreach, and services.

The Town has enjoyed a solid, cooperative and productive relationship with surrounding municipalities, the county, and the State of Florida. Details concerning working relationships between the Town, county and state have been outlined in this plan. By understanding each other's

roles as well as the risks posed by natural and manmade disasters, we can better prepare, respond and recover from these events.

The Comprehensive Emergency Management Plan (CEMP) is the product of coordinated planning among the Town and county government, business community leaders and volunteer agencies. In addition, the plan follows Federal Emergency Management Agency (FEMA) Version 2.0 of Comprehensive Preparedness Guide 101: Developing and Maintaining Emergency Operations Plans. The CEMP is one of the core planning documents that explains how the Town plans to respond to disasters. Town staff use this plan as the basis for training in their roles during disasters. Exercises provide a chance to validate the plan and training.

In this document, incidents include actual or potential emergencies or all-hazards events that range from accidents and natural disasters to actual or potential terrorist attacks. They include events contained within a single jurisdiction and others that are catastrophic in nature and regional and/or national in their scope or consequences.

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I. INTRODUCTION

a. Purpose

The purpose of the plan is to reduce the vulnerability of people and property from large scale disasters, ensure an effective response to the impacts of critical incidents and disasters, and ensure long-term community recovery. The Comprehensive Emergency Management Plan (CEMP) describes the policies, strategies, operational goals and objectives through which the Town will mobilize resources and conduct response and recovery activities after a large-scale disaster.

This plan provides an all-hazards emergency management framework and addresses prevention, mitigation, preparedness, response, and recovery. The plan establishes municipal policies and protocols for conducting emergency operations.

The plan establishes the organizational system for comprehensive emergency management in compliance with the National Incident Management System (NIMS) as well as Federal, State, and County requirements. Roles and responsibilities for implementing emergency operations are assigned to individuals, agencies, and contract organizations.

This plan is designed to address all hazards. However, its policies, operational procedures, and responsibilities are flexible and should be modified to meet disaster or critical incident specific conditions.

b. Scope

This “Basic Plan” is designed to provide an “all hazards” response template for most emergencies. The Fort Myers Beach Comprehensive Emergency Management Plan (CEMP)

provides specific guidance for unique emergencies such as aircraft crashes, major hazardous material incidents, and acts of terrorism. These will include direction and control measures and protocols for a variety of emergency responses which may require coordination between local, State and Federal agencies.

Generally, a Unified Command (UC) is established to manage an emergency response covering more than one jurisdiction. This plan details actions necessary for short and long-term recovery and mitigation efforts following a disaster. In all but purely local disasters, the Lee County Emergency Operations Center (EOC) will serve as the central venue to coordinate emergency warning, response and short-term recovery activities with the Fort Myers Beach EOC and Emergency Management Team serving a coordination and support function. Once these activities are focused on a specific function (i.e. debris management), long-term recovery will be managed directly by Fort Myers Beach and the responsible Town or County department pursuant to established policies and interlocal agreements.

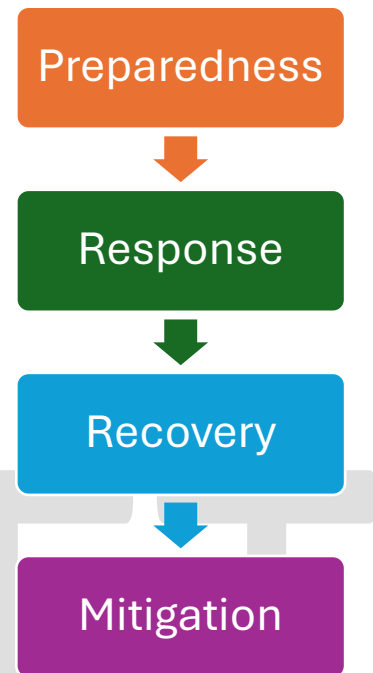
Mitigation measures are addressed through the Lee County Hazard Mitigation Plan, Disaster Advisory Council (DAC) meetings, and Local Mitigation Strategy Technical Advisory Committee (LMS TAC) meetings and through rebuilding initiatives associated with damaged facilities. The Town maintains an active role in the County's ongoing mitigation strategy efforts by adopting the Lee County Hazard Mitigation Plan and being active members of the DAC and LMS TAC.

c. Framework for Emergency Management

To facilitate rapid and efficient emergency disaster operations, the Town of Fort Myers Beach officials participate in the National Incident Management System (NIMS). In support of that system, the Fort Myers Beach CEMP provides the framework for different agencies, jurisdictions, government levels, volunteer organizations, and the private sector to deal with all hazards and effectively utilize resources in a coordinated effort. The CEMP addresses the four phases of emergency management: Preparedness, Response, Recovery and Mitigation.

Some phases are continuous with a certain amount of overlap. NIMS establishes coordination, linkages, interoperability and partnerships among the participants and fully integrates facilities, equipment, communications, procedures and authorities into a common emergency management program. Managing emergencies necessarily involves many stakeholders including fire, sheriff, medical, community, business, volunteer, county, and other neighboring jurisdictions. NIMS and ICS provide a system in which all stakeholders work together to effectively and efficiently respond to any emergencies.

Like NIMS, the Incident Command System (ICS) is an emergency management model for command, control and coordination. Fort Myers Beach officials will employ the basic features and principles of this system in managing emergencies. ICS provides a standardized structure that can pull the many parts of emergency operations together.



d. Authorities and References

This plan was developed to be in compliance with Florida Statutes 252.38 (Emergency management powers of political subdivisions), which encourages and authorizes political subdivisions to develop emergency plans which are consistent and coordinated with the emergency planning of the County government. The Town has adopted and institutionalized the requirements set forth in the National Incident Management System, Homeland Security Presidential Directive Number 5, and Homeland Security Directive Number 8. The Town meets all requirements set forth in Florida Statutes 252.38(2) and will update if and when legislation or policies change.

The CEMP establishes uniform policies and procedures consistent with NIMS for the effective coordination of resources to cope with a wide variety of natural, human-caused, and technological emergencies. These emergencies may differ in size and severity and might affect the health, safety, or general welfare of the people of the Town of Fort Myers Beach. The plan is also in compliance with the Florida Comprehensive Emergency Management Plan and the Lee County Comprehensive Emergency Management Plan.

Fort Myers Beach Town Ordinance No. 06-12 and 10-08 describes the procedures for declaring a state of emergency and all related actions by Town officials. The ordinance provides the authorities for the development of this Comprehensive Emergency Management Plan and all measures necessary to protect public health, safety and welfare to preserve the lives and property of the residents of Fort Myers Beach, Florida. This plan includes procedures for the activation, operation and deactivation of the Town of Fort Myers Beach Emergency Operations Center. The Town Manager, or in his/her absence the Deputy Town Manager, or in his/her

absence, the Emergency Services Director may activate the plan in accordance with the activation procedures.

e. Plan Adoption Requirements

Pursuant to F.A.C. 27P-6.010, (8), this plan shall be adopted by resolution of the governing body of the jurisdiction before it becomes the Comprehensive Emergency Management Plan for such local government. Modifications to the plan made between formal approvals by the governing body that are not substantive shall be considered administrative updates to the previously approved plan and do not require approval of the governing body but must be approved by the Town Manager.

f. Plan Distribution

The Town of Fort Myers Beach CEMP will be comprehensively reviewed once every four years, or whenever significant revisions are necessary, or as directed by the Town Manager. The plan will be distributed electronically, and physical copies sent upon request to the following individuals for input:

- Town Manager
- Deputy Town Manager
- All Town Department Directors
- Lee County Emergency Management
- Lee County Sheriff's Office
- Fire Chief, Fort Myers Beach Fire Control District

When adopted, the Plan shall be placed on the Town's website and distributed to those listed above and to the Town Clerk. In addition, the Town Manager will periodically review emergency

management assignments within the Emergency Operations Center with the goal of developing each position to a depth of two levels for each vital position. Individuals assigned to the roster will be notified of any updates to the Plan. This shall include:

- Mayor and Town Council
- Incident Command
- Planning Section Chief
- Logistics Section Chief
- Operations Section Chief
- Finance/Administration Chief
- Public Information Officer
- Fire Chief
- Sheriff
- Emergency Management Coordinator

It shall be their responsibility to read and review the plan and be fully aware of the role they play in an emergency, and to disseminate it to and review it with appropriate members of their staff.

II. SITUATION & ASSUMPTIONS

a. Hazard Analysis

The entire incorporated area of the Town of Fort Myers Beach is located within an area of Coastal High Hazard as defined in Florida Statutes, Chapter 163.3178. All life and property on Estero Island are especially vulnerable to destruction by high winds and flooding caused by hurricanes, and their accompanying tornadoes and heavy rainfall. Large areas of the island are subject to

damage from wave action of flood waters. Life and property may also be endangered by the insufficient precautions of others when wave action batters structures with unsecured debris and wreckage of destroyed structures. Evacuation is limited by the two exit points from the Town, necessitating advanced warning. Additionally, during a wind event, bridges may be deemed impassable, thus limiting response on and off the island. Afterward, utility services may be disabled and may continue to be nonfunctional for extended periods; public safety may be impaired through lack of police and fire protection and emergency medical response; downed power lines, gas leaks, and damage to structures can cause safety hazards; and necessities such as food, fresh water, and gasoline may be unavailable for extended periods of time.

Tropical weather is the most likely event to affect the Town of Fort Myers Beach; however, the Town is vulnerable to other emergency events. The Lee County Hazard Mitigation Plan hazard identification and risk assessment (HIRA) section identifies the following additional hazards as potential threats to our community: coastal erosion, drought/extreme heat, terrorism, pandemic, civil unrest and collateral effects from disasters and emergencies from other parts of Florida.

The Town of Fort Myers Beach has adopted the Lee County Hazard Mitigation Plan (HMP), which includes flood/surge impact scenarios and the County flood warning plan for Estero Island. Additionally, the Lee County Hazard Mitigation Plan is comprised of the County HIRA, Jurisdictional Summaries, Mitigation Capabilities and Strategies, and Project List.

b. Geographic Information

The Town's jurisdiction includes approximately 2.77 square miles of land area, or all of Estero Island, plus the area of water within a perimeter extending one thousand feet from the shoreline of Estero Island. Estero Island is part of a system of barrier islands along Florida's west coast

formed by erosion and movement of sand along the shoreline. A barrier island is a dynamic landform, subject to long term landward movement, and sudden landward movement resulting from large storms, a process called “barrier island rollover.”

The topography of Estero Island is nearly flat, with the greatest relief of a gentle slope upward from the submerged near-shore area to the vegetated dunes beyond the backshore area of the beach. The usual topographic sequence in section proceeding from the gulf side to the bay side would be near-shore, beach, dune, wash-over fan, marsh, tidal flat, and finally the estuarine lagoon of Estero Bay. In the absence of human alterations, the dunes are the highest point on the profile of the island, and water drains either down the face of the beach into the ocean or back from the dunes into the mangrove marshes where it percolates into the bay.

Human alterations of Estero Island have replaced the dunes, wash-over fan, and portions of mangrove marsh with rows of buildings, pavement, and a system of canals. The remaining beach and dunes, mangrove marshes, and tidal flats are environmentally sensitive and indicated as such on the Town’s Future Land Use Map. Much of the beach is also protected from development by the State’s 1978 Coastal Construction Control Line. The entire island is subject to flooding from heavy rains and from storm surge that overtops the dunes and washes across the island.

c. Vulnerability Assessment – Exposure Analysis

The Town of Fort Myers Beach faces a complex and evolving flood risk profile influenced by rainfall events, tidal conditions, storm surge, and the long-term effects of sea level rise. As part of the Town’s Comprehensive Emergency Management Plan, the following inundation mapping and exposure analysis incorporates the Town’s most recent Vulnerability Assessment, completed in 2025, which provides updated data and projections essential for emergency

planning. The following assessment uses rapid inundation modeling, tidal flooding evaluations, storm surge scenarios, and compound flooding analyses to identify potential exposure levels for current and future planning horizons.

RAINFALL-INDUCED FLOODING

Rainfall-induced flooding maps were generated using rapid inundation modeling. This technology works by routing water over the terrain for the duration of a specified storm event using a set of rules based on water level response to topography and existing water levels. This analysis did not consider stormwater infrastructure (i.e., pipes) or infiltration and because of this, results as presented may be overstated. It is important to note that while all models used in this analysis show the extents of inundation due to low elevation, the rapid inundation model also identifies areas where standing water may occur due to relatively low elevation (areas bounded by ridges) in a given region, since rainfall is applied globally.

The 100-year/72-hour and 500-year/72-hour-rainfall events were modeled to evaluate potential rainfall-induced flooding within the study area. This analysis was based on data collected from the NOAA Atlas 14 tool and is consistent with guidelines set forth in s. 380.093, F.S. for this evaluation. Table 9 shows the rainfall data used to generate the flood extents of the rainfall scenarios. Each rainfall event was also modeled using the sea level rise planning horizons discussed in Table 2 of Task 1. These scenarios use the bathtub modeling technique, by incorporating the Mean Higher High Water (MHHW) levels as a boundary condition, representing typical high tide conditions. Bathtub modeling submerges depressional land areas which lie below the elevation of future projected water elevation.

TABLE 9: RAINFALL-INDUCED FLOODING EVENTS

Rainfall Event	Rainfall Depth (in)
100-year/72-hour	15.1
500-year/72-hour	20.5

Rainfall-induced flooding is consistently observed throughout the Town during both the 100-year and 500-year, 72-hour storm events, with floodwater predominantly accumulating along road centerlines and dispersing into adjacent neighborhoods. In the 100-year scenarios, from current conditions to IL2080, all asset categories fall into the high flood exposure range except for the risk shelter and disaster recovery center. In the I2080 scenario only the risk shelter falls outside of the high exposure range. The 500-year event, characterized by a higher rainfall volume, exacerbates these conditions, resulting in an increase in both the spatial extent and depth of flooding compared to the 100 -year/72-hour storm event. In the 500-year scenarios, from current conditions to I2080, all asset categories fall into the high flood exposure range except for the risk shelter and disaster recovery center. In the I2080 scenario only the risk shelter falls outside of the high exposure range except for the risk shelters. Figure 4 shows the extent of flooding in the current condition 100-year, 72-hour storm event.

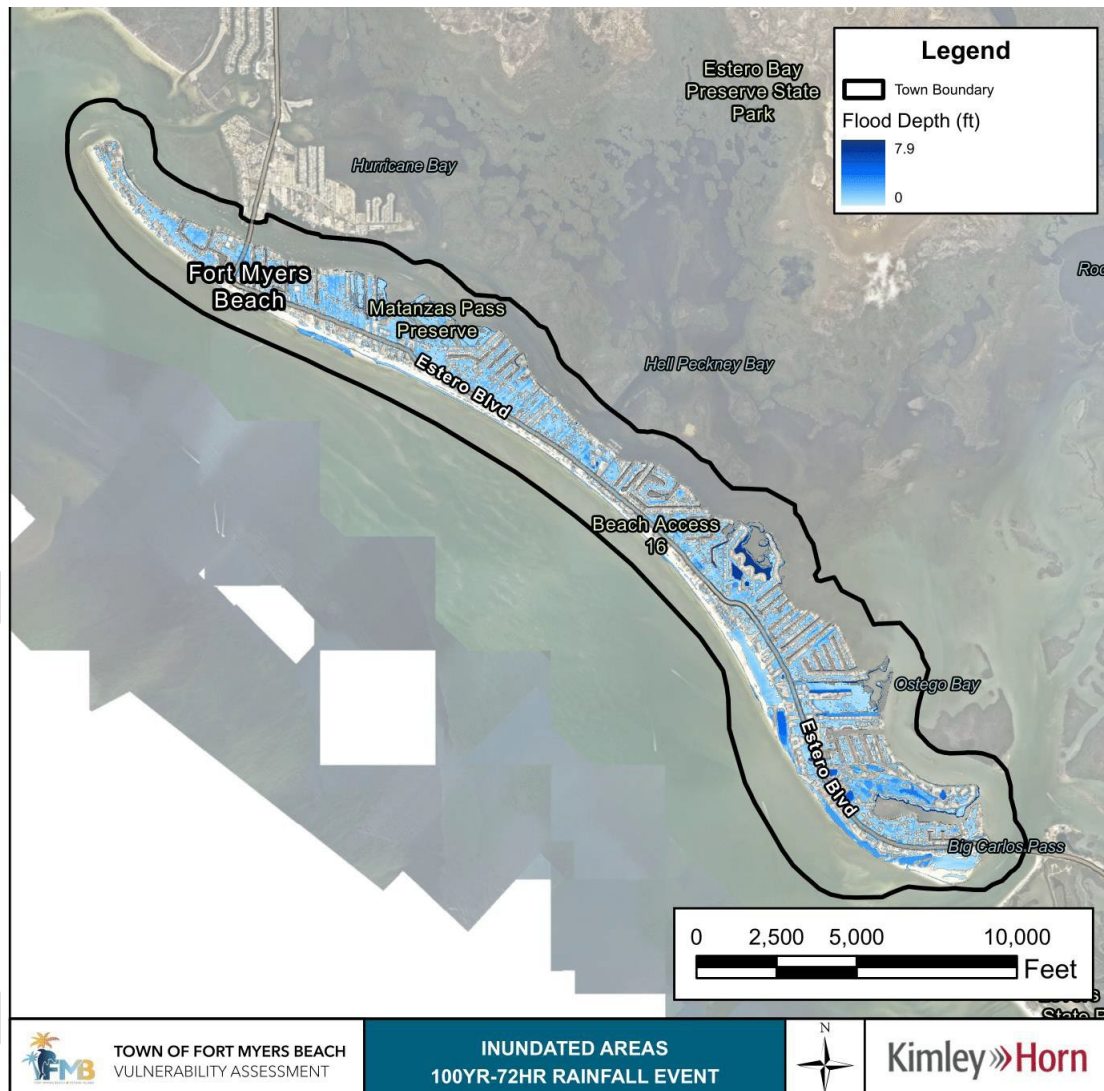


FIGURE 4: FLOODING IN THE CURRENT CONDITIONS 100-YEAR / 72-HOUR EVENT

TIDAL FLOODING

Tidal inundation extents were also generated using a bathtub modeling technique. This method assumes that areas below a certain elevation are uniformly flooded when the tidal level reaches that height, akin to filling a bathtub. The current tidal scenario incorporates the NOAA flooding threshold added to the MHHW as the elevation at which tides can cause flooding. Analyzing flood extents with the NOAA flood threshold was necessary to provide a comprehensive

understanding of areas prone to both routine in current conditions, and more consequential flooding during higher elevation high tides in projected future scenarios.

Results from the tidal flooding scenarios indicate low or medium (refer to Table 8) flooding impacts to the Town under current conditions, except for surface waters, parks, and wetlands which fall within the high exposure category. Tidal flooding with SLR in the IL2050, I2050, and IL2080 scenarios indicate more asset categories in the medium and high flooding exposure range, including major roads, evacuation routes, marinas, and the proposed Town Hall. The majority of the critical community and emergency facility asset class remains mostly unexposed with the exception of the new Town Hall and the public school. All scenarios indicate shorelines throughout the island, as well as wetlands and surface waters, are mostly submerged.

The tidal analysis did not include the number of tidal flood days for each scenario and planning horizon. The U.S. Climate Resilience Toolkit Climate Explorer used to identify the number of tidal flooding days by tidal gauge station, is based off the 2017 NOAA SLR projections and not the 2022 projections used in this Vulnerability Assessment. As a result, the tidal flooding days are not reported here.

Figure 5 shows the results of Tidal Flooding in the Intermediate 2050 planning horizon which indicated medium flooding within the municipal boundary throughout the Town.

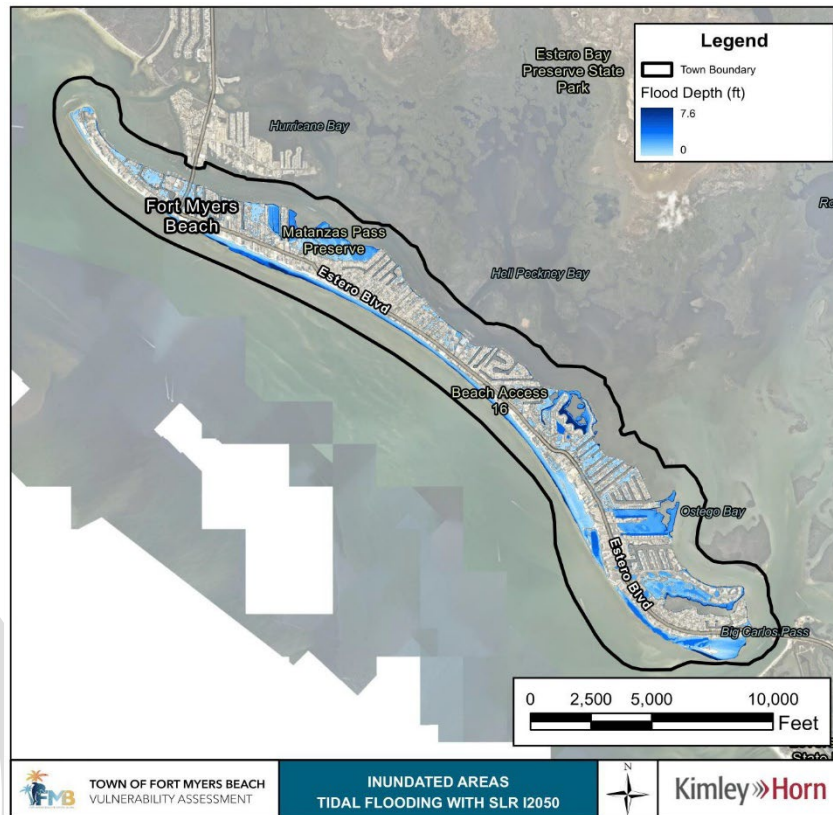


FIGURE 5: TIDAL FLOODING WITH 21050 SEA LEVEL RISE SCENARIO

STORM SURGE SCENARIOS

Current and future projected storm surge inundation extents were generated using the bathtub modeling technique. The analysis did not consider stormwater infrastructure (i.e., pipes) or infiltration and because of this, results as presented may be overstated. It should be noted that storm surge modeling for this analysis did not include additional wave propagation or wind effects.

Results of the storm surge analysis show that 100% of all assets in each category are impacted in all current and future scenarios. The storm surge for the Category 3 current condition scenario shows the entirety of Fort Myers Beach flooded, as seen in **Figure 6**.

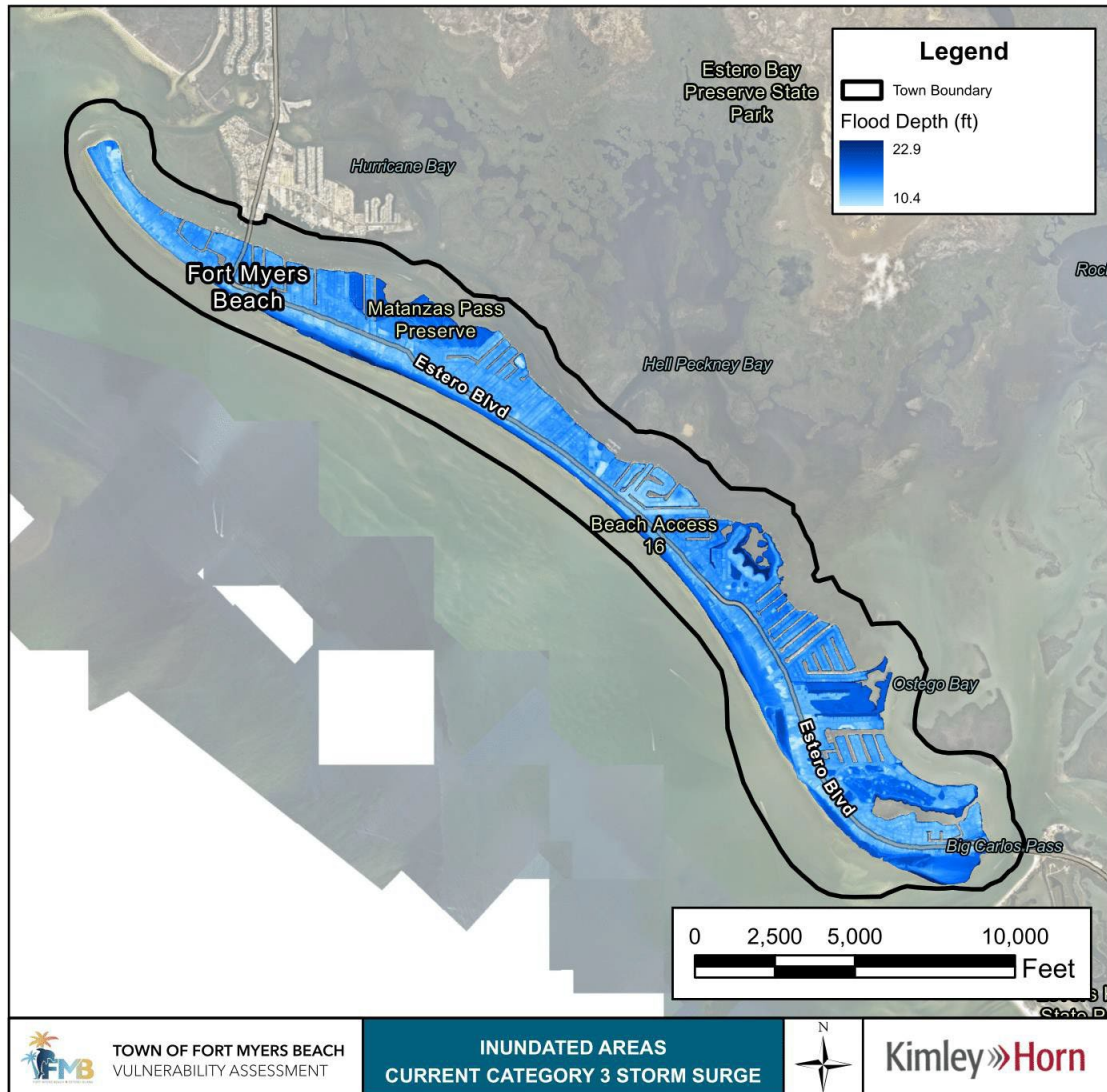


FIGURE 6: FLOODING WITH THE CURRENT CATEGORY 3 STORM SURGE SCENARIO

COMPOUND FLOODING SCENARIOS

Compound flooding inundation extents were evaluated by integrating the 100-Year, 72-Hour rainfall event, tidal flooding, and future SLR projections. Compound flooding extents were generated using bathtub modeling (future tidal and extreme rainfall with sea level rise) techniques. The assessment does not consider the potential for rainfall intensification due to climate change.

Future Tidal Flooding with Sea Level Rise and 100YR-72H Flooding

Compound flooding inundation extents were evaluated using data collected for the 100-Year/72-Hour Rainfall and tidal flooding scenarios. Results of the compound flooding indicate high exposure to flooding within the municipal boundary, with over 80% of critical assets in each category inundated in all scenarios, except for the shelters and disaster recovery center. The regions of Fort Myers Beach impacted by the compound scenario are similar to the tidal scenarios seen in **Figure 5** with increased flood depths. The areas impacted by both rainfall and future tidal flooding with SLR, include a significant amount of the Town's area. Flooding may not be as significant in these areas if appropriate stormwater infrastructure exists to properly and quickly convey the water away from these areas.

Figure 7 shows the extents of the 100-Year, 72-Hour rainfall and Tidal Intermediate 2050 compound flooding scenario.

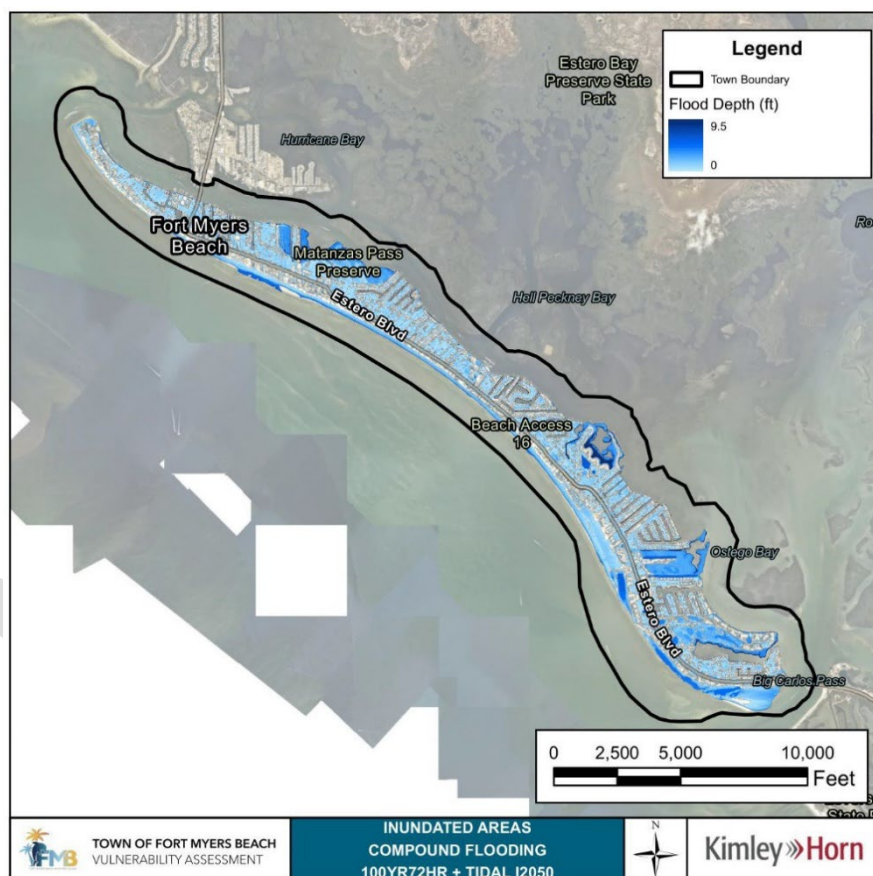


FIGURE 7: FLOODING IN THE RAINFALL AND TIDAL COMPOUND SCENARIO (100-YEAR/72-HOUR RAINFALL AND 12050 SLR)

Figure 8 shows the extents of the 100-Year, 72-Hour rainfall and Tidal Intermediate 2080 compound flooding scenario. This scenario shows a greater inundated area than the scenario described above.

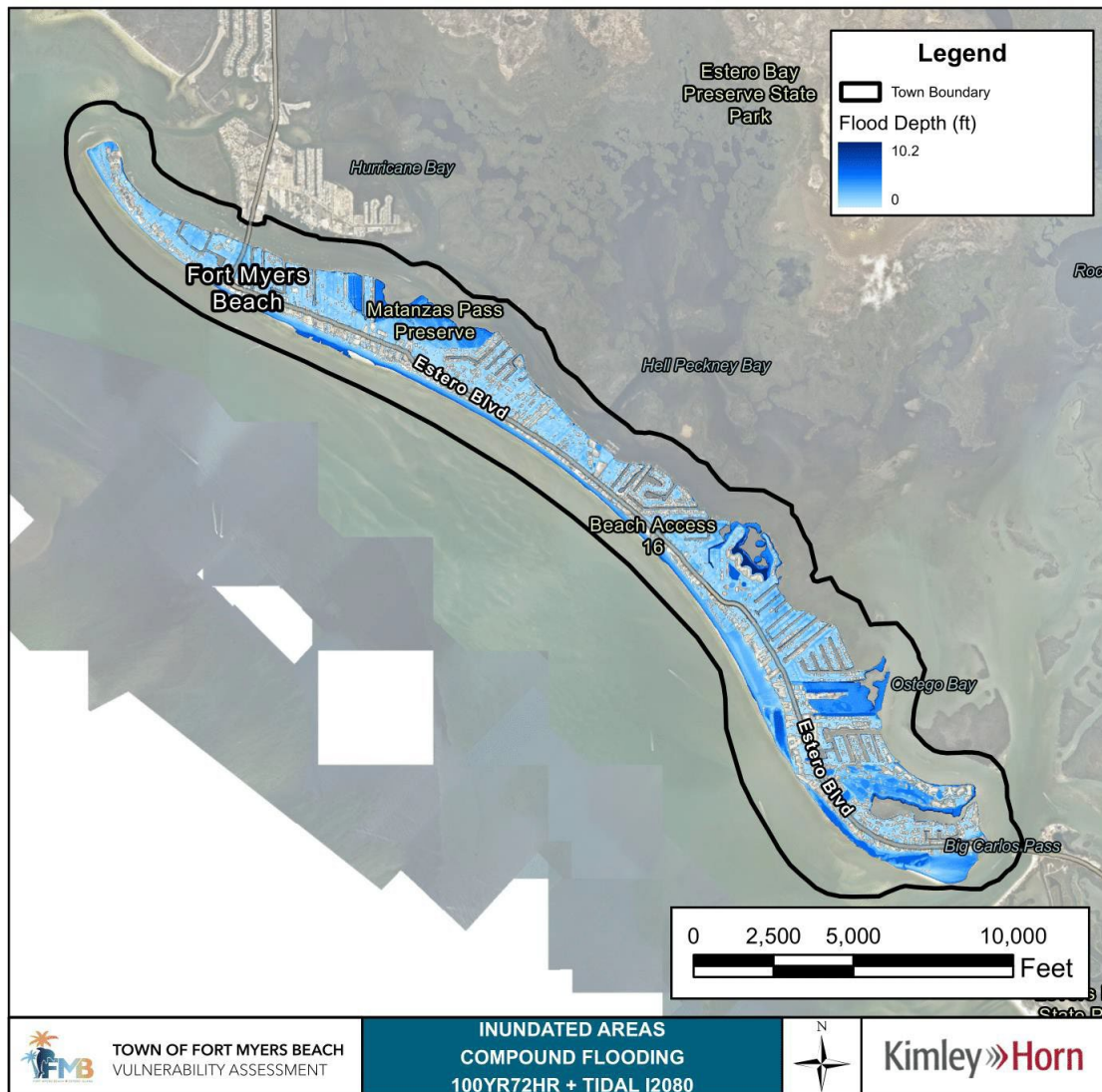


FIGURE 8: FLOODING IN THE RAINFALL AND TIDAL COMPOUND SCENARIO (100-YEAR/72-HOUR RAINFALL AND I2080 SLR)

The results of the exposure analysis have been summarized in **Table 10** below, by the percentage of assets impacted under each scenario.

Scenario			Rainfall-Induced Flooding 100YR, 72HR Event	100YR, 72HR + Sea Level Rise Intermediate -Low 2050 (IL2050)	100YR, 72HR + Sea Level Rise Intermediate 2050 (I2050)	100YR, 72HR + Sea Level Rise Intermediate-Low 2080 (IL2080)	100YR, 72HR + Sea Level Rise Intermediate 2080 (I2080)
Asset Class	Asset	Owner					
Transportation Assets and Evacuation Routes	Bridges	Florida Department of Transportation and the Town of Fort Myers Beach (Marinas are Privately Owned)	100.0%	100.0%	100.0%	100.0%	100.0%
	Evacuation Routes		100.0%	100.0%	100.0%	100.0%	100.0%
	Marinas		88.2%	88.2%	88.2%	88.2%	94.1%
	Major Roads		100.0%	100.0%	100.0%	100.0%	100.0%
Critical Infrastructure	Wastewater Lift Stations	Town of Fort Myers Beach	85.7%	85.7%	85.7%	85.7%	90.5%
	Water Utility Conveyance Systems		88.0%	88.5%	88.5%	89.2%	89.6%
	Disaster Debris Management Sites		100.0%	100.0%	100.0%	100.0%	100.0%
Critical Community and Emergency Facility	Risk Shelter Inventory	Town of Fort Myers Beach	0.0%	0.0%	0.0%	0.0%	0.0%
	Fire Station		100.0%	100.0%	100.0%	100.0%	100.0%
	Public School		100.0%	100.0%	100.0%	100.0%	100.0%
	Emergency Medical Facilities		100.0%	100.0%	100.0%	100.0%	100.0%
	Emergency Operation Center		0.0%	0.0%	0.0%	0.0%	100.0%
	Town Hall		100.0%	100.0%	100.0%	100.0%	100.0%
	Disaster Recovery Center		100.0%	100.0%	100.0%	100.0%	100.0%
Natural, Cultural, and Historical Assets	Conservation Lands	Town of Fort Myers Beach	97.4%	97.4%	97.4%	97.4%	97.4%
	Surface Water		100.0%	100.0%	100.0%	100.0%	100.0%
	Park		100.0%	100.0%	100.0%	100.0%	100.0%
	Wetland		100.0%	100.0%	100.0%	100.0%	100.0%
	Historical and Cultural Assets		78.3%	80.0%	81.7%	81.7%	81.7%

Scenario			Rainfall-Induced Flooding 500YR, 72HR Event	500YR, 72HR + Sea Level Rise Intermediate-Low 2050 (IL2050)	500YR, 72HR + Sea Level Rise Intermediate 2050 (I2050)	500YR, 72HR + Sea Level Rise Intermediate-Low 2080 (IL2080)	500YR, 72HR + Sea Level Rise Intermediate 2080 (I2080)
Asset Class	Asset	Owner					
Transportation Assets and Evacuation Routes	Bridges	Florida Department of Transportation and the Town of Fort Myers Beach (Marinas are Privately Owned)	100.0%	100.0%	100.0%	100.0%	100.0%
	Evacuation Routes		100.0%	100.0%	100.0%	100.0%	100.0%
	Marinas		88.2%	88.2%	88.2%	88.2%	88.2%
	Major Roads		100.0%	100.0%	100.0%	100.0%	100.0%
Critical Infrastructure	Wastewater Lift Stations	Town of Fort Myers Beach	85.7%	85.7%	85.7%	85.7%	90.5%
	Water Utility Conveyance Systems		90.5%	91.0%	91.1%	91.3%	91.3%
	Disaster Debris Management Sites		100.0%	100.0%	100.0%	100.0%	100.0%
Critical Community and Emergency Facility	Risk Shelter Inventory	Town of Fort Myers Beach	0.0%	0.0%	0.0%	0.0%	0.0%
	Fire Station		100.0%	100.0%	100.0%	100.0%	100.0%
	Public School		100.0%	100.0%	100.0%	100.0%	100.0%
	Emergency Medical Facilities		100.0%	100.0%	100.0%	100.0%	100.0%
	Emergency Operation Center		100.0%	100.0%	100.0%	100.0%	100.0%
	Town Hall		100.0%	100.0%	100.0%	100.0%	100.0%
	Disaster Recovery Center		100.0%	100.0%	100.0%	100.0%	100.0%
Natural, Cultural, and Historical Assets	Conservation Lands	Town of Fort Myers Beach	97.4%	97.4%	97.4%	97.4%	97.4%
	Surface Water		100.0%	100.0%	100.0%	100.0%	100.0%
	Park		100.0%	100.0%	100.0%	100.0%	100.0%
	Wetland		100.0%	100.0%	100.0%	100.0%	100.0%
	Historical and Cultural Assets		85.0%	86.7%	86.7%	86.7%	86.7%

Scenario			Compound Flooding Tidal + Rainfall-Induced, 100YR, 72HR	Compound Flooding + Sea Level Rise (IL2050)	Compound Flooding + Sea Level Rise (I2050)	Compound Flooding + Sea Level Rise (IL2080)	Compound Flooding + Sea Level Rise (I2080)
Asset Class	Asset	Owner					
Transportation Assets and Evacuation Routes	Bridges	Florida Department of Transportation and the Town of Fort Myers Beach (Marinas are Privately Owned)	100.0%	100.0%	100.0%	100.0%	100.0%
	Evacuation Routes		100.0%	100.0%	100.0%	100.0%	100.0%
	Marinas		88.2%	94.1%	94.1%	94.1%	100.0%
	Major Roads		100.0%	100.0%	100.0%	100.0%	100.0%
Critical Infrastructure	Wastewater Lift Stations	Town of Fort Myers Beach	85.7%	90.5%	90.5%	90.5%	100.0%
	Water Utility Conveyance Systems		89.2%	89.4%	89.2%	90.0%	93.8%
	Disaster Debris Management Sites		100.0%	100.0%	100.0%	100.0%	100.0%
Critical Community and Emergency Facility	Risk Shelter Inventory	Town of Fort Myers Beach	0.0%	0.0%	0.0%	0.0%	0.0%
	Fire Station		100.0%	100.0%	100.0%	100.0%	100.0%
	Public School		100.0%	100.0%	100.0%	100.0%	100.0%
	Emergency Medical Facilities		100.0%	100.0%	100.0%	100.0%	100.0%
	Emergency Operation Center		0.0%	0.0%	0.0%	100.0%	100.0%
	Town Hall		100.0%	100.0%	100.0%	100.0%	100.0%
	Disaster Recovery Center		100.0%	100.0%	100.0%	100.0%	100.0%
Natural, Cultural, and Historical Assets	Conservation Lands	Town of Fort Myers Beach	97.4%	97.4%	97.4%	100.0%	100.0%
	Surface Water		100.0%	100.0%	100.0%	100.0%	100.0%
	Park		100.0%	100.0%	100.0%	100.0%	100.0%
	Wetland		100.0%	100.0%	100.0%	100.0%	100.0%
	Historical and Cultural Assets		81.7%	80.0%	80.0%	83.3%	88.3%

Scenario			Tidal Flooding	Tidal Flooding + Sea Level Rise (IL2050)	Tidal Flooding + Sea Level Rise (I2050)	Tidal Flooding + Sea Level Rise (IL2080)	Tidal Flooding + Sea Level Rise (I2080)
Asset Class	Asset	Owner					
Transportation Assets and Evacuation Routes	Bridges	Florida Department of Transportation and the Town of Fort Myers Beach (Marinas are Privately Owned)	0.0%	50.0%	50.0%	50.0%	50.0%
	Evacuation Routes		0.0%	100.0%	100.0%	100.0%	100.0%
	Marinas		82.4%	88.2%	88.2%	88.2%	88.2%
	Major Roads		0.0%	100.0%	100.0%	100.0%	100.0%
Critical Infrastructure	Wastewater Lift Stations	Town of Fort Myers Beach	4.8%	38.1%	42.9%	61.9%	76.2%
	Water Utility Conveyance Systems		0.3%	9.4%	11.7%	30.4%	71.7%
	Disaster Debris Management Sites		60.0%	80.0%	80.0%	80.0%	80.0%
Critical Community and Emergency Facility	Risk Shelter Inventory	Town of Fort Myers Beach	0.0%	0.0%	0.0%	0.0%	0.0%
	Fire Station		0.0%	0.0%	0.0%	0.0%	50.0%
	Public School		0.0%	0.00%	100.0%	100.0%	100.0%
	Emergency Medical Facilities		0.0%	0.00%	0.0%	0.0%	50.0%
	Emergency Operation Center		0.0%	0.00%	0.0%	0.0%	100.0%
	Town Hall		0.0%	50.0%	50.0%	100.0%	100.0%
	Disaster Recovery Center		0.0%	0.0%	0.0%	100.0%	100.0%
Natural, Cultural, and Historical Assets	Conservation Lands	Town of Fort Myers Beach	33.3%	59.0%	61.5%	84.6%	92.3%
	Surface Water		100.0%	100.0%	100.0%	100.0%	100.0%
	Park		100.0%	100.0%	100.0%	100.0%	100.0%
	Wetland		91.7%	93.8%	94.8%	94.8%	95.8%
	Historical and Cultural Assets		11.7%	38.3%	40.0%	55.0%	73.3%

Last Revised: August 2026

Scenario			All Storm Surge Scenarios*
Asset Class	Asset	Owner	
Transportation Assets and Evacuation Routes	Bridges	Florida Department of Transportation and the Town of Fort Myers Beach (Marinas are Privately Owned)	100.0%
	Evacuation Routes		100.0%
	Marinas		100.0%
	Major Roads		100.0%
Critical Infrastructure	Wastewater Lift Stations	Town of Fort Myers Beach	100.0%
	Water Utility Conveyance Systems		100.0%
	Disaster Debris Management Sites		100.0%
Critical Community and Emergency Facility	Risk Shelter Inventory	Town of Fort Myers Beach	100.0%
	Fire Station		100.0%
	Public School		100.0%
	Emergency Medical Facilities		100.0%
	Emergency Operation Center		100.0%
	Town Hall		100.0%
	Disaster Recovery Center		100.0%
Natural, Cultural, and Historical Assets	Conservation Lands	Town of Fort Myers Beach	100.0%
	Surface Water		100.0%
	Park		100.0%
	Wetland		100.0%
	Historical and Cultural Assets		100.0%

d. Land Use

Land use in the Town is oriented toward the main tourist attractions of the beach and recreational boating and limited by the singular north-south transportation corridor of Estero Boulevard and absence of side street connectivity. Businesses cluster in the downtown area (Pedestrian Commercial future land use) and stretch down Estero Boulevard to the vicinity of Town Hall and the library (Boulevard future land use). A second center of commerce is at the south end of the island surrounding Santini Plaza (also Pedestrian Commercial future land use). Along Estero Boulevard at the north and south ends of the island are mostly high-rise and other multi-family residential buildings; single and two-family homes are more common to the bay side of Estero Boulevard and along Estero Boulevard in the central portion of the island.

e. Demographics

Permanent Population The most recent reliable population estimate for the Town of Fort Myers Beach is approximately 5,251 permanent residents, based on the U.S. Census Bureau Population Estimates Program, Vintage 2023 (released May 2024).

Population	
Population estimates, July 1, 2025, (V2025)	5,287
Population estimates base, April 1, 2020, (V2025)	5,581
Population, percent change - April 1, 2020 (estimates base) to July 1, 2025, (V2025)	-5.3%
Population, Census, April 1, 2020	5,582
Population, Census, April 1, 2010	6,277

This reflects a 7.3% decline from the pre-Ian estimate of 5,664 (U.S. Census Bureau, American Community Survey 5-Year Estimates, 2022). The decline is consistent with the displacement of residents following Hurricane Ian. The median age of Fort Myers Beach residents is 66.3 years (U.S. Census Bureau, American Community Survey 5-Year Estimates, 2024), reflecting the Town's character as a retirement and seasonal destination. Approximately 5.5% of permanent residents speak a language other than English at home, of whom approximately 29% are Spanish-speaking (U.S. Census Bureau, American Community Survey, 2022 5-Year Estimates). The Town's land area is 2.77 square miles (U.S. Census Bureau, 2010 Decennial Census), yielding a permanent population density of approximately 1,896 persons per square mile based on the 2023 population estimate.

Population data will be updated as new Census Bureau estimates become available. Post-Ian data on permanent population changes remains incomplete and the figures above should be interpreted with caution.

Housing Stock Prior to Hurricane Ian, the Town had approximately 10,119 housing units, of which approximately 50.5% were classified as seasonal, recreational, or occasional use, and 27.3% were single-family detached homes (U.S. Census Bureau, 2010 Decennial Census). An estimated 55% of

units were in structures with 20 or more units, reflecting the large number of high-rise multi-family buildings on the island (U.S. Census Bureau, 2010 Decennial Census). The estimated owner-occupied housing unit rate for 2017–2021 was 89.4% (U.S. Census Bureau, American Community Survey 5-Year Estimates, 2021).

Hurricane Ian caused damage to over 90% of structures on the island at some level (Town of Fort Myers Beach post-Ian damage assessment, 2022). Reliable post-Ian housing stock data has not been fully compiled. The Town's current housing inventory is substantially reduced from pre-Ian levels and continues to recover. This section will be updated when reliable post-Ian housing data becomes available.

Seasonal and Transient Population The Town's permanent resident population is substantially augmented by seasonal residents, vacation rental guests, hotel guests, liveaboard vessel residents, and day visitors, particularly during the peak season of November through April.

The Town currently has approximately 1,100 active short-term rental units, comprising 786 units registered directly with the Town (Town of Fort Myers Beach Short-Term Rental Registry, 2025) and an estimated 300–450 additional units operating through 13 condominium associations that self-administer their rental programs under opt-out status (Town of Fort Myers Beach Registered Condominium Opt-Out List, 2025). Not all units in opt-out buildings are actively rented; the 300–450 figure reflects an estimated 50% active rental rate within those buildings, consistent with pre-Ian seasonal use patterns (U.S. Census Bureau, 2010 Decennial Census, which reported 50.5% of Town housing units as seasonal or recreational use). Hotel inventory on the island is currently at approximately 58% of pre-Ian capacity (Lee County Tourism Development Council, February 2026).

Based on active short-term rental capacity, reduced hotel inventory, mooring field and marina liveaboard residents, and day visitors, the Town's seasonal transient population is estimated at between 2,500 and 5,000 persons on the island at any given time during peak season. This estimate was developed by the Town of Fort Myers Beach Emergency Management Division, 2025, based on current lodging capacity data. Higher concentrations should be anticipated during major holidays and special events such as the American Sand Sculpting Championship. During the off-season months of May through October, the transient population decreases significantly, though the island continues to attract visitors year-round.

The Town Manager shall review the transient population estimate annually in coordination with the Lee County Visitor and Convention Bureau and update it as lodging capacity recovers from Hurricane Ian. For emergency planning, evacuation resource sizing, and public notification purposes, the Town shall plan for a peak transient population of 5,000 persons in addition to the permanent resident population.

Vulnerable Populations The Town's median resident age of 66.3 years (U.S. Census Bureau, American Community Survey 5-Year Estimates, 2024) indicates a predominantly elderly permanent population. A significant proportion of permanent and seasonal residents may have mobility limitations, medical equipment dependencies, or transportation barriers that affect their ability to self-evacuate. The Town supports the Lee County Emergency Management Special Medical Needs Registry for residents requiring evacuation assistance, pursuant to Florida Statute 252.355. Residents may enroll through Lee County Emergency Management at leegov.com/publicsafety/emergencymanagement or by calling 239-533-3911. The Town EMC shall publicize the registry annually before June 1 through all available public communications channels.

Approximately 5.5% of residents speak a language other than English at home (U.S. Census Bureau, American Community Survey, 2022 5-Year Estimates). The Town shall provide emergency communications in English and Spanish at minimum during declared emergencies, including CodeRed notifications, evacuation advisories, and re-entry information, consistent with the requirements of the Lee County Comprehensive Emergency Management Plan.

The Town also has a resident and transient population of liveaboard vessel residents in the mooring field and private marinas. This population requires specific outreach prior to storm events and is addressed in the Marine and Waterway Emergency Operations section of this plan.

f. Economic Profile

The Town of Fort Myers Beach's major industry is the service industry, supporting the Town's large tourist and seasonal communities. Household income information is shown in the table following:

The Town of Fort Myers Beach's economy is driven primarily by tourism and the service industry supporting the Town's large tourist and seasonal communities. Per the 2020 Economic Census, Town businesses accounted for 564 jobs in food preparation and serving related fields, 509 jobs in management, 481 jobs in retail, 263 jobs in sales and related occupations, and 237 jobs in real estate and rental and leasing. Current employment figures are reduced from pre-lan levels due to the loss of commercial establishments following the storm and are expected to recover as reconstruction continues. Updated economic data will be incorporated as post-lan figures become available through the U.S. Census Bureau.

Indicator	Data	Source
Permanent Population	5,251	U.S. Census Bureau, 2023 Population Estimates
Median Age	66.3 years	U.S. Census Bureau, ACS 2024 5-Year Estimates
Poverty Rate	3.0%	U.S. Census Bureau, ACS 2024 5-Year Estimates
Non-English-speaking residents	~5.5%	U.S. Census Bureau, ACS
Active Short-Term Rental Units	~1,100	Town of Fort Myers Beach, 2025
Peak Seasonal Transient Population (planning figure)	5,000	Town of Fort Myers Beach estimate, 2025

g. Structures & Infrastructure

Overview The Town of Fort Myers Beach is located entirely on Estero Island, a barrier island approximately 7 miles long and less than one mile wide at its widest point. Prior to Hurricane Ian, the Town contained more than 2,762 single and multi-family residential structures, over 256 commercial and business structures, 0 medical facilities, and 17 local government buildings. Hurricane Ian made landfall on September 28, 2022, as a Category 4 hurricane and caused damage to over 90% of structures on the island at some level. The Town's structural inventory is currently in a state of active recovery and reconstruction. Reliable post-Ian counts of standing, repaired, demolished, and newly constructed structures have not been fully compiled. This section will be updated as post-Ian structural data becomes available.

Residential Structures Prior to Hurricane Ian, residential development on Estero Island consisted of a mix of high-rise condominium towers concentrated at the north and south ends of the island, mid-rise condominium buildings along Estero Boulevard, and single and two-family homes primarily on the bay side of the island and in the mid-island area. The majority of high-rise and multi-family structures were built prior to current building code standards, and many predate the adoption of the National Flood Insurance Program's floodplain management regulations in 1984. Structures built prior to 1984 do not conform to current elevation and structural requirements that provide protection from flood and wind losses.

Many residential structures that sustained damage in excess of 50% of their pre-storm market value have been subject to Substantial Damage determinations requiring full code compliance before reconstruction. This process is administered by the Town's Building Official in accordance with the Town's Substantial Damage Administrative Plan and FEMA floodplain management requirements.

Commercial Structures Prior to Hurricane Ian, commercial development was concentrated in two areas: the downtown Pedestrian Commercial area in the northern portion of the island, and the Santini Plaza area at the south end of the island. The majority of commercial structures sustained significant damage from storm surge and wind during Hurricane Ian. Commercial recovery is ongoing. FEMA high velocity flood zone (V-zone) designations in the commercial core area require elevated first floors for new and substantially reconstructed commercial buildings, which affect the viability and configuration of commercial redevelopment.

Government and Critical Facilities The Town's critical government and public safety facilities are identified below. All facilities on Estero Island are subject to inundation in storm surge scenarios of Category 3 or greater, as documented in the Town's 2025 Vulnerability Assessment. The Town Hall

EOC at 6231 Estero Boulevard is a hardened facility that has demonstrated structural resilience through direct hurricane impacts including a Category 5 event.

Town Facilities:

- Town Hall / EOC — 6231 Estero Blvd
- Bay Oaks Recreation Center & Pool — 2731 Oak Street
- Mound House — 451 Connecticut Street
- Mound House Overflow Lot — 216 Connecticut Street
- Newton Park — 4650 Estero Blvd
- Fort Myers Beach Library — 2755 Estero Blvd
- North Water Tower — 851 Lagoon Street
- South Water Tower — 131 Lenell Road
- Booster Pump Station — 450 Harbor Court (Moss Marina)

Public Safety Facilities:

- Fort Myers Beach Fire Control District (FMBFCD) (FMBFCD) Administrative Building — 100 Voorhis Street
- FMBFCD Fire Station #31 — 2545 Estero Blvd
- FMBFCD Fire Station #33 — 121 Lenell Road
- Lee County Sheriff's Office (LCSO) -- 1207 Estero Blvd

Education:

- Fort Myers Beach Elementary School — 2751 Oak Street

Other:

- U.S. Post Office — 200 Carolina Avenue
- Mooring Field Offices & Harborage — Moss Marina

Infrastructure The Town's infrastructure systems include water utility, wastewater, stormwater, roads, and communications. All infrastructure systems on Estero Island sustained significant damage during Hurricane Ian and have been in various stages of repair and restoration since October 2022.

Water Utility. The Town operates its own potable water utility, including two elevated water storage towers, pump stations, and a distribution system serving the island. The 2025 Vulnerability Assessment identified 88–90% of water utility conveyance system assets as exposed to inundation in a 100-year rainfall event, and 100% as exposed in all storm surge scenarios. Water utility infrastructure restoration procedures are addressed in Section V.j of this plan.

Wastewater. Wastewater collection and treatment is provided by Lee County through interlocal agreement. The Town maintains 21 wastewater lift stations on the island, of which 85.7% are exposed to inundation in a 100-year rainfall event and 100% in all storm surge scenarios (Town of Fort Myers Beach 2025 Vulnerability Assessment). Wastewater restoration coordination procedures are addressed in Section V.j of this plan. Lee County Sewer emergency contact: 239-533-8700.

Transportation. Estero Island is accessible via two bridge connections to the mainland: the northern bridge at the intersection of San Carlos Boulevard and Estero Boulevard, and the southern bridge at Matanzas Pass. Both bridges are owned and maintained by the Florida Department of Transportation (FDOT). The 2025 Vulnerability Assessment identified 100% of bridges and major roads on the island as exposed to inundation in all storm surge scenarios. Estero Boulevard is the only continuous north-south road corridor on the island, with limited street connectivity. Bridge closure or damage represents the single greatest access vulnerability for emergency response and recovery operations. Bridge contingency procedures are addressed in Section V.f of this plan.

Electrical. Electrical service to Estero Island is provided by Florida Power & Light (FPL). All electrical infrastructure on the island is subject to storm surge and wind damage in major storm events. Electrical restoration priorities are addressed in Section V.j of this plan. FPL emergency contact is available through the Lee County EOC ESF 12.

Communications. Internet and telecommunications facilities serving the island are operated by private providers. Communications infrastructure is vulnerable to damage during major storm events. Backup communications procedures including satellite phones, VHF radio, and the GETS program are addressed in Section VII of this plan.

Stormwater. The Town's stormwater infrastructure consists of a system of canals, catch basins, and drainage outfalls. The 2025 Vulnerability Assessment noted that appropriate stormwater infrastructure improvements could reduce compound flooding exposure in rainfall events. The stormwater system is influenced by tidal conditions and is subject to backflow during high tide events combined with significant rainfall, causing street and property flooding independent of named storm events.

Property Values and Flood Risk Property values in the Town are high; however, the most valuable properties are concentrated in the areas most exposed to storm surge and high winds along the beachfront and in the downtown commercial core. A significant portion of the island's structures were built prior to current flood regulations and do not meet current elevation requirements. In a catastrophic hurricane event, extreme barrier island rollover is a possibility that could result in total or near-total loss of real property on Estero Island with limited potential for immediate rebuilding. The more probable scenario of a moderate to major hurricane would destroy or damage the most valuable beachfront and downtown properties most severely, as demonstrated by Hurricane Ian in 2022.

h. Emergency Operations Center (EOC)/Response Support Facilities

The Town of Fort Myers Beach Emergency Operations Center (EOC) is located at Town Hall, 6231 Estero Boulevard. Town Hall is a hardened facility that has demonstrated its structural resilience through direct hurricane impacts, including surviving a Category 5 storm event. The facility serves as the Town's primary EOC and forward operating base (FOB) in support of the Lee County Emergency Operations Center located at 2675 Ortiz Avenue, Fort Myers.

The FMB EOC is not a standalone incident command facility. It functions as a coordination and support node within the Lee County Unified Command structure, operating through the South Islands Geographic Division. The Town Manager and Emergency Management Team staff the FMB EOC to maintain situational awareness, coordinate local resources, communicate island conditions to Lee County, and execute operational tasks as directed by the Unified Command.

In all but local emergencies, the Lee County EOC functions as the command entity, and the FMB EOC operates in a support role. The Town maintains a designated liaison to the Lee County EOC who are deployed whenever the Lee County EOC is activated at any level. The FMB EOC and the Lee County EOC maintain continuous communication through telephone, cellular, radio, satellite phone, and WebEOC.

Town Hall's hardened construction makes it suitable for staffing during and immediately after a hurricane event, subject to the Town Manager's assessment of structural conditions and safety following storm impact. The Building Official shall conduct a rapid structural assessment of Town Hall before EOC staff are permitted to reoccupy the facility following a storm event.

There are three (3) public safety buildings in the Town. The Fort Myers Beach Fire Control District (FMBFCD) Administrative Building located at 100 Voorhis St., Fire Station #31 mid-island at 2545 Estero Blvd., and Fire Station #33 on the south end of the island at 121 Lenell Rd. Emergency Medical Services (EMS) are provided through the Fire Control District. Fort Myers Fire Control District, the primary provider for EMS and Fire protection service to the island, also operates Fire Station #32 off island at 17891 Estero Blvd.

The Lee County Sheriff's Office (LCSO) provides protective services and maintains an office location at 1207 Estero Blvd.

i. Planning Assumptions

The Town of Fort Myers Beach is subject to a range of natural, technological, and human-caused hazards that can endanger public safety, damage property, and disrupt community services. While landfalling hurricanes represent the most significant threat to the Town given its barrier island geography, other hazards carry comparable risk and shall be planned for with equal rigor. These include exiting and paralleling tropical systems, severe thunderstorms and tornadoes, non-tropical flooding and heavy rain events, wildfire, hazardous materials incidents, marine and transportation incidents, extended utility or infrastructure failure, public health emergencies, and cyber or technological disruptions to Town systems. The level of impact will vary in location, type, and magnitude across all of these hazards. This variability necessitates a flexible, all hazards approach to implementation of the Comprehensive Emergency Management Plan.

Tropical systems in particular do not need to make direct landfall on the Town to create hazardous conditions. Exiting storms and storms that parallel the coast have historically produced surge, wind,

and flooding impacts on Fort Myers Beach comparable to a direct strike. Planning assumptions in this document shall not be read as applying only to a landfalling hurricane scenario.

The concept of operations outlined in this plan assumes that a major or catastrophic emergency of any of the above hazard types has occurred, or is likely to occur, creating a need for the immediate activation of this plan and mobilization of emergency response resources. Damage may be extensive, and areas could experience casualties, severe property loss, disruption of normal life support systems, and loss of economic, physical, and social infrastructure regardless of the triggering hazard.

Local emergency response personnel will likely be impacted by the disaster and experience damage to their individual homes and personal property. Town contractors' equipment and offices may also be damaged by the disaster and their employees also affected, which may impede their availability to deliver contracted services. All public, private, and non-profit organizations that support this plan are expected to have developed emergency operations procedures to implement and allocate resources; however, the Town shall not assume full contractor availability following a major disaster and shall maintain pre-event standby contracts and Notices to Proceed for debris removal, monitoring services, and emergency protective measures.

If the emergency is major or catastrophic in nature, it is assumed that the County will request State assistance and, if necessary, the Governor will request activation of the National Response Plan and Federal resources, coordinated through the Florida Division of Emergency Management (FDEM) and the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA). Assistance will be deployed to the affected areas to provide aid to local governments.

In addition to State and perhaps Federal assistance, the Town may request mutual aid from other jurisdictions and municipalities throughout the State. Disaster conditions, whether caused by a hurricane, severe weather, infrastructure failure, or another hazard, may require the Town to fulfill emergency response and disaster recovery operations independently and without assistance for a minimum of 72 hours following impact of the critical incident or disaster. Given the Town's barrier island geography and the demonstrated vulnerability of both bridge access points, the Town shall plan for a potential extended isolation period beyond 72 hours in a major or catastrophic event of any type. During such a period, water based and aerial access may be the only means of supply and personnel movement to and from the island. The Town shall pre-position sufficient supplies, fuel, equipment, and personnel at elevated on island locations prior to a known threat to sustain essential operations during an extended isolation period. The Town will also coordinate with the County and the Statewide Mutual Aid Agreement as needed.

Resources in a severe emergency are likely to be inadequate to meet the basic needs of citizens within the Town regardless of the hazard type. Prioritization of resources is based upon life sustaining needs in accordance with the policies established in the Lee County Comprehensive Emergency Management Plan.

The Town's 2025 Vulnerability Assessment confirmed that 100% of the Town's bridges, major roads, evacuation routes, fire stations, schools, Town Hall, and Emergency Operations Center are inundated in all modeled storm surge scenarios at Category 3 intensity or greater. [Insert any additional Town specific findings from the Vulnerability Assessment or other hazard analyses covering non hurricane hazards, such as wildfire risk areas, flood zone data, or critical infrastructure vulnerability to non-tropical events, if available.] Planning shall account for these conditions as the baseline expectation for a major hurricane event, and comparable planning shall apply for other

hazards capable of producing similar infrastructure and access impacts. The Town shall assume that all critical infrastructure and facilities on the island will require damage assessment and potential restoration before normal operations can resume following any major hazard impact.

Protective actions for the public could potentially involve thousands of individuals, including permanent residents, seasonal visitors, hotel guests, vacation rental occupants, and liveaboard vessel residents, and may be necessitated by a hurricane, severe weather event, hazardous materials release, wildfire, or other emergencies. It is assumed the public will generally attempt to comply with protective action instructions; however, planning shall account for a percentage of residents and visitors who will not evacuate when ordered. The Town strongly urges all residents and visitors to comply with mandatory evacuation orders regardless of the hazard prompting them. The Town does not operate or designate any refuge of last resort facility. Any person who chooses to remain on the island during a mandatory evacuation does so at their own risk, and emergency services may not be available during active hazard conditions. The Town's peak population including transient visitors is estimated at up to 10,251 persons during peak season, all of whom are subject to evacuation orders when issued.

Following the impact of a disaster of any type, significant modifications in normal Town department operations will be necessary to assist disaster survivors, restore community services, protect public safety, coordinate debris removal, and similar operations. This may require Town departments to work overtime, employ temporary staff, use alternate facilities, and/or deliver services directly to damaged areas.

III. EMERGENCY PREPAREDNESS

a. Summary of Municipal Capabilities

The Town of Fort Myers Beach has limited internal capabilities to respond to and recover from a major disaster. The Town has limited municipal staffing and relies upon interlocal agreements with Lee County for many government services. The Town contracts with the Lee County Sheriff's Office for law enforcement, with the Fort Myers Beach Fire Control District for fire-rescue and EMS services, and with other contractors for waste management, traffic engineering, and other services. The Town must coordinate closely with Lee County, LCSO, the Fort Myers Beach Fire Control District (FMBFCD), and all contract service providers to ensure that emergency preparedness, response, and recovery capabilities can be effectively implemented during times of disaster. The Town Manager shall maintain current interlocal agreements, memoranda of understanding, and standby contracts with all primary service providers and shall verify their continued validity as part of the annual CEMP review.

Because the Town of Fort Myers Beach does not directly manage or control its public safety entities, resources may be limited after an emergency. The LCSO and FMBFCD operate under their own chains of command and may have commitments to broader county-wide operations during a major disaster that limit their availability to dedicate resources exclusively to Fort Myers Beach. The Town EMC shall maintain ongoing relationships with LCSO and FMBFCD leadership to ensure Fort Myers Beach priorities are represented in resource allocation decisions during a major event. Depending on the severity and magnitude of the disaster, resources from public safety contractors may augment daily staffing levels, and resources from adjacent municipalities may be activated through the Statewide Mutual Aid Agreement.

Additional community service/volunteer organizations and private vendors who contract with the Town may also be called upon to provide disaster-related services.

b. Emergency Manager/Emergency Management Team

The Town of Fort Myers Beach will conduct emergency planning activities on an ongoing basis to ensure that the Comprehensive Emergency Management Plan and all supporting procedures are maintained, and employees and contractors are trained. NIMS requires that the emergency response capabilities be evaluated on an ongoing basis, as well as after each exercise and/or actual emergency.

In compliance with NIMS, the Town of Fort Myers Beach has designated the Town Manager as the Emergency Manager who is responsible for the planning, training, exercise, and maintenance of the improvement program needed to ensure the Town is ready to respond to emergencies.

The Town EM is responsible for the oversight of all preparedness activities including the development of policies, plans, procedures, training, and exercises. The EM is responsible for guiding the emergency preparedness program which includes the following components: emergency facilities, planning, procedure development, training and exercises.

The Town of Fort Myers Beach has identified an Emergency Management Team (FMB EMT) that is responsible for coordinating disaster response and recovery activities. The Emergency Management Team of the Town of Fort Myers Beach includes but is not limited to the following personnel: Town Manager, Deputy Town Manager, Town Clerk, Town Attorney, Emergency Services Director, Community Services Director, Community Development Director, Finance

Director, Public Information Officer, Water Utility Manager, Cultural, Parks, and Recreation Director, and the Building Official.

Additionally, the EMC may invite a wide range of subject matter experts from agencies and organizations to advise the Emergency Management Team. These persons shall be known as “Agency Representatives.” Agency representatives may include, but are not limited to, LCSO FMB unit Police Captain, FMBFCD Fire Chief, Fire Marshall, and Fire Administrator, Lee County School District, Lee Health, Lee County Animal Services, Lee County Parks Dept., Lee County Public Works Dept., American Red Cross, U.S. Coast Guard, Florida Power and Light, CERT, and Lee County Emergency Management.

These individuals review emergency standard operations procedures (SOPs) and assure that all available resources, personnel and partner agencies are considered in the implementation of the Town's preparedness program to all hazards. The Emergency Management Team is responsible for the following:

- Establish emergency operations plans and protocols including public communications and awareness.
- Establish the standards, guidelines, and protocols necessary to promote interoperability among jurisdictions, agencies, and organizations.
- Adopt standards, guidelines and protocols for providing resources to requesting organizations, including protocols of the emergency organization in supporting incident operations conducted by the municipality.
- Set priorities for resources and other requirements for supporting field operations.

Ensure participation in Lee County's multi-agency coordination mechanisms, including the County Emergency Operations Center, mutual- aid agreements, incident information system,

non-governmental organization and private sector outreach, public awareness and information system and mechanisms to deal with information and operations security.

c. Coordination of Preparedness Activities

The preparedness program aims to ensure that individuals, departments, agencies, and organizations with assigned responsibility in the plan can perform their responsibilities under this plan. The Town of Fort Myers Beach is committed to achieving an integrated, unified approach to preparedness through participation in meetings, programs, training, and exercises.

The Town will also actively participate in numerous countywide and regional emergency preparedness organizations including the Local Mitigation Strategy Committee and the Disaster Advisory Council, which ensure effective coordination for all hazards and uniformity of response protocols.

The Town EMC shall ensure that the following preparedness coordination activities are completed at minimum on an annual basis prior to June 1:

- Review and update of all mutual aid agreements, memoranda of understanding, and standby contracts to confirm current validity and signatory authority
- Confirmation of pre-event vendor Notices to Proceed for debris removal, debris monitoring, and emergency protective measures
- Verification of current contact information for all Emergency Management Team members, agency representatives, and primary contractors
- Coordination with Lee County Emergency Management on available training opportunities and exercise participation

- Review of the Town's participation status in the Florida Recovery Obligation Calculation (F-ROC) program and update of associated documentation
- Review and update of all department-level Hurricane Preparation Action Plan annexes with acknowledgment by responsible department heads
- Publicizing of the Lee County Special Medical Needs Registry enrollment process to Town residents
- Testing of the CodeRed emergency notification system per the schedule established in Section III.g
- Review and update of the Town's transient population estimate in coordination with the Lee County Visitor and Convention Bureau
- Review and update of the Town's Emergency Access Permit re-entry program in coordination with LCSO

The Town recognizes that its limited internal staffing requires a higher degree of reliance on external partner agencies than a larger municipality. Maintaining strong working relationships with those partners through year-round coordination, rather than only during active emergencies, is essential to effective disaster preparedness and response. The Town Manager shall ensure that the EMC has sufficient time and resources to fulfill the coordination responsibilities outlined in this section.

d. Training

The Town ensures that all individuals with assigned roles and responsibilities in the plan have received necessary and required training. The Federal Emergency Management Agency now mandates NIMS related training courses for each key emergency management position.

Individuals assigned to one of these positions will be required to complete the FEMA-required training courses. The Town Manager is responsible for ensuring that all employees receive training in compliance with the National Incident Management System. Training will also be conducted to ensure that individuals assigned key roles in the Town's EOC can perform their responsibilities. The EMC will work in concert with Lee County Emergency Management on available training opportunities. The Town will participate in exercises that are countywide, regional or statewide as resources are available.

Annually, the Town also participates in training and exercises planning with other jurisdictions through the County Integrated Preparedness Planning Workshop.

The Town recognizes the importance of remaining up to date and current on best practices and training. The Town has also opted-in to FDEM's F-ROC program in which staff will continuously review, as well as participate in, training offered. A review of these training procedures and F-ROC associated documents will occur at least annually, and the Town will continue to work to integrate FROC forms within its documentation processes. The Town will also review and update our written standards of conduct at least every year as part of this process.

e. Storage and Management of Training and Certification Records

As emails noting successful completion of NIMS courses are sent from the Emergency Management Institute (EMI), they should be forwarded to the EMC. The original certificates are held in the Town Clerk's office. As training is completed, it is noted on an electronic spreadsheet maintained by the Town Clerk.

NIMS requires that response personnel and equipment be classified as to their emergency response capabilities, as well as certified or licensed appropriately when necessary. The EMC will ensure that all response personnel maintain appropriate credentials to perform their assigned duty and resources are classified accordingly.

The Town Clerk will store, archive and act as the records custodian for the training records, classifications, certifications and all other information relevant to emergency management/disaster related training for its staff and contractors.

f. Responsibility for Evaluations and Plan Revisions

The EMC is responsible for managing the Town's after-action evaluation program including scheduling evaluations, facilitating the involvement of all appropriate organizations, preparing the required written reports, and ensuring that identified corrective actions are incorporated into the Town's preparedness improvement plan.

The Town will participate in after-action reports prepared by County, State, or Federal agencies when requested. The Town EMC will be the point of contact for Lee County for participation in countywide after-action evaluations. The findings of these evaluations are used to prepare and implement an improvement plan that assigns responsibility for correcting problems or addressing shortcomings in the Town's response capabilities.

Following any activation of this plan, whether for a declared emergency, a significant local incident, or a planned special event requiring emergency management support, the EMC shall conduct or participate in a formal after-action review within 60 days of the conclusion of operations. The after-action review shall identify at minimum: what worked well, what did not work as planned, what resources were insufficient, and what plan or procedural changes are recommended. Corrective

actions shall be assigned to specific individuals with target completion dates and tracked by the EMC through resolution.

The CEMP shall be comprehensively reviewed once every four years or whenever significant revisions are necessary, or as directed by the Town Manager. Administrative updates that are not substantive in nature do not require approval of the Town Council but must be approved by the Town Manager pursuant to F.A.C. 27P-6.010(8). All plan revisions shall be distributed to the individuals identified in Section I.f of this plan.

The Town's participation in the Florida Recovery Obligation Calculation (F-ROC) program includes an annual review of training procedures and associated documentation. The EMC shall ensure that F-ROC forms and standards are integrated into the Town's after-action and improvement plan processes and that all corrective actions identified through F-ROC participation are tracked alongside those identified through after-action reviews.

g. Yearly Test Warning Systems

The Town of Fort Myers Beach shall test its emergency warning and notification systems annually prior to the start of hurricane season on June 1st. The Utilities Manager, and Public Information Officer are jointly responsible for ensuring the CodeRed emergency notification system is tested and fully operational. An internal system test shall be completed by April 15th each year to verify system functionality, confirm that contact databases are current, and identify any technical issues requiring correction prior to the external test. A public-facing test notification shall be issued on May 1st each year to verify end-to-end system performance and to remind residents and businesses to confirm their enrollment in the CodeRed system.

The Town PIO shall publicize the annual May 1st test in advance through the Town website, social media, and any other available communications channels so that residents and visitors are aware the notification is a test and not an actual emergency.

The Town EMC shall coordinate with Lee County Emergency Management annually to confirm the Town's integration with County and State warning systems and to verify that the Lee County EOC can activate notifications on behalf of Fort Myers Beach if needed. The Town may utilize County and State warning systems as needed to supplement CodeRed during an active emergency.

All warning system test results, including any failures or deficiencies identified, shall be documented by the Town Clerk and reviewed by the EMC. Any deficiencies identified during testing shall be corrected prior to June 1st. If a deficiency cannot be corrected before June 1st, the Town Manager shall be notified and a remediation timeline established.

h. Pre-emergency Public Information and Education

The Town of Fort Myers Beach maintains an emergency preparedness public information program. The Public Information Officer is responsible for maintaining and updating the Town's website to ensure that emergency preparedness information is current, accurate, and accessible to residents, seasonal visitors, and businesses year-round.

Public information about emergencies is disseminated to residents and visitors through a variety of means including the Town website at www.fmbgov.com, texts and emails to website subscribers, social media platforms, local media outlets, the CodeRed emergency alert system, door-to-door handouts, information boards in public areas, and direct mailings as required or necessary. The All-

Hazards Guide developed by Lee County is available at Town Hall and on the Town website. General citizen preparedness guidance and evacuation zone information is available through the Lee County Emergency Management website at leegov.com/publicsafety/emergencymanagement.

Pursuant to Florida HB 1535 (2025), the Town shall post and maintain the following information on the Town's publicly accessible website, updated annually before June 1:

- Frequently asked questions related to natural emergency response, emergency preparedness, and hurricane preparation
- A disaster supply list recommending a minimum seven-day supply of essentials, consistent with the island's barrier island geography and potential for extended isolation following a major storm
- A list of designated emergency shelters, all of which are pet-friendly, as designated by Lee County Emergency Management.
- Links to FEMA flood zone maps and Lee County evacuation zone information, with a clear notation that flood zones and evacuation zones are not the same
- A post-storm recovery checklist for residents and businesses
- A post-storm permitting guide advising residents of post-storm permitting procedures and rebuilding requirements
- Information specific to persons with disabilities including the Lee County Special Medical Needs Program enrollment link and contact information.
- Contact information for the Town's designated FDEM emergency contact, updated by May 1 annually

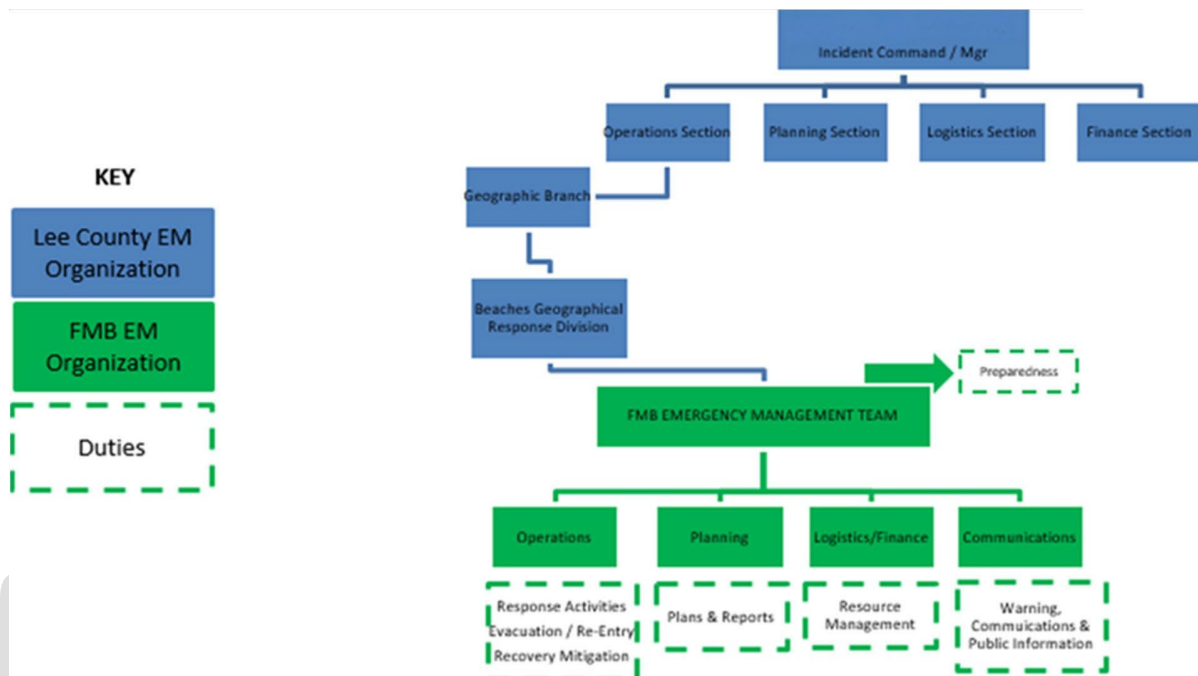
The Town shall coordinate with the Lee County Joint Information Center to ensure that Town preparedness messaging is consistent with countywide communications.

The PIO shall review and update all website preparedness content annually before June 1. The goal of the Town's public education program is to ensure that residents, seasonal visitors, and businesses can be self-reliant with necessary supplies and provisions for at least seven days following a major disaster, consistent with the Town's potential for extended post-storm isolation.

IV. EMERGENCY OPERATIONS

a. Coordination of Town Emergency Response Operations

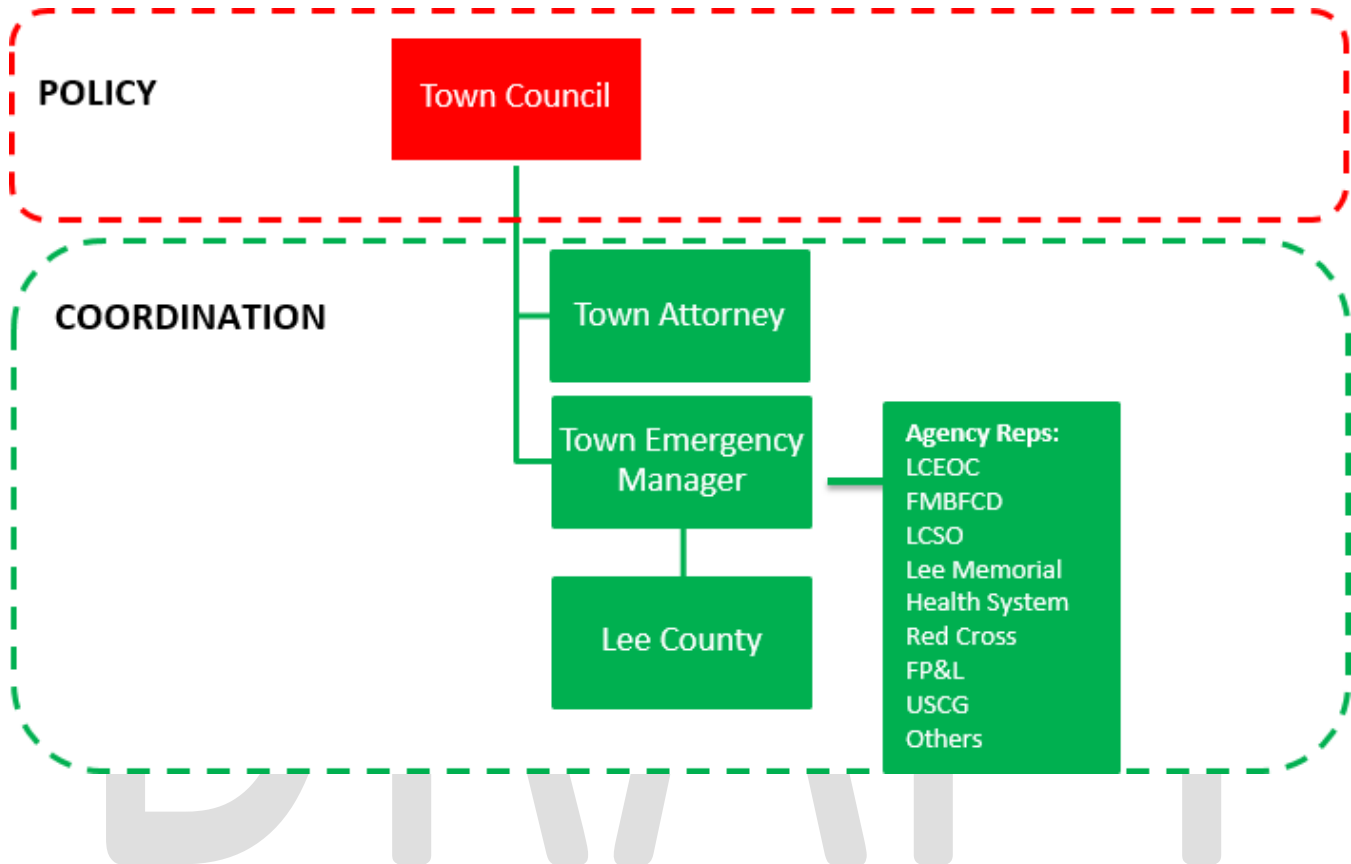
The magnitude of emergency management actions coordinated between the Town of Fort Myers Beach and Lee County will vary upon the size and nature of an emergency. As outlined in the Lee County Comprehensive Emergency Management Plan (CEMP), during a major disaster within Lee County, including incidents on Fort Myers Beach, an Incident Commander directs all county response efforts from a Unified Command. The organizational chart below depicts the placement of the Town's emergency management organization within the Unified Command. Due to the Town's limited resources and staff, the Town's emergency management organization will integrate fully into the Lee County Emergency Management organization through the South Islands Geographic Division South Islands Geographic Division. Note: Evacuation/Re-Entry will be coordinated with LCSO and subject to change based on the needs of the incident.



The Town Emergency Manager will designate pre-determined liaisons to the Lee County EOC. During a major disaster, the Town's Emergency Management Team will represent island interests in the Unified Command, recommend policy and provide feedback to the Town Council and up the chain of command at the Lee County EOC. Specifically, the Town Manager participates in the Unified Command to represent Town interests in the decision-making process regarding goals and objectives and the allocation of scarce, critical resources. The Town's greater Emergency Management Team will execute operational actions as directed by the Unified Command. The following chart depicts the structure:

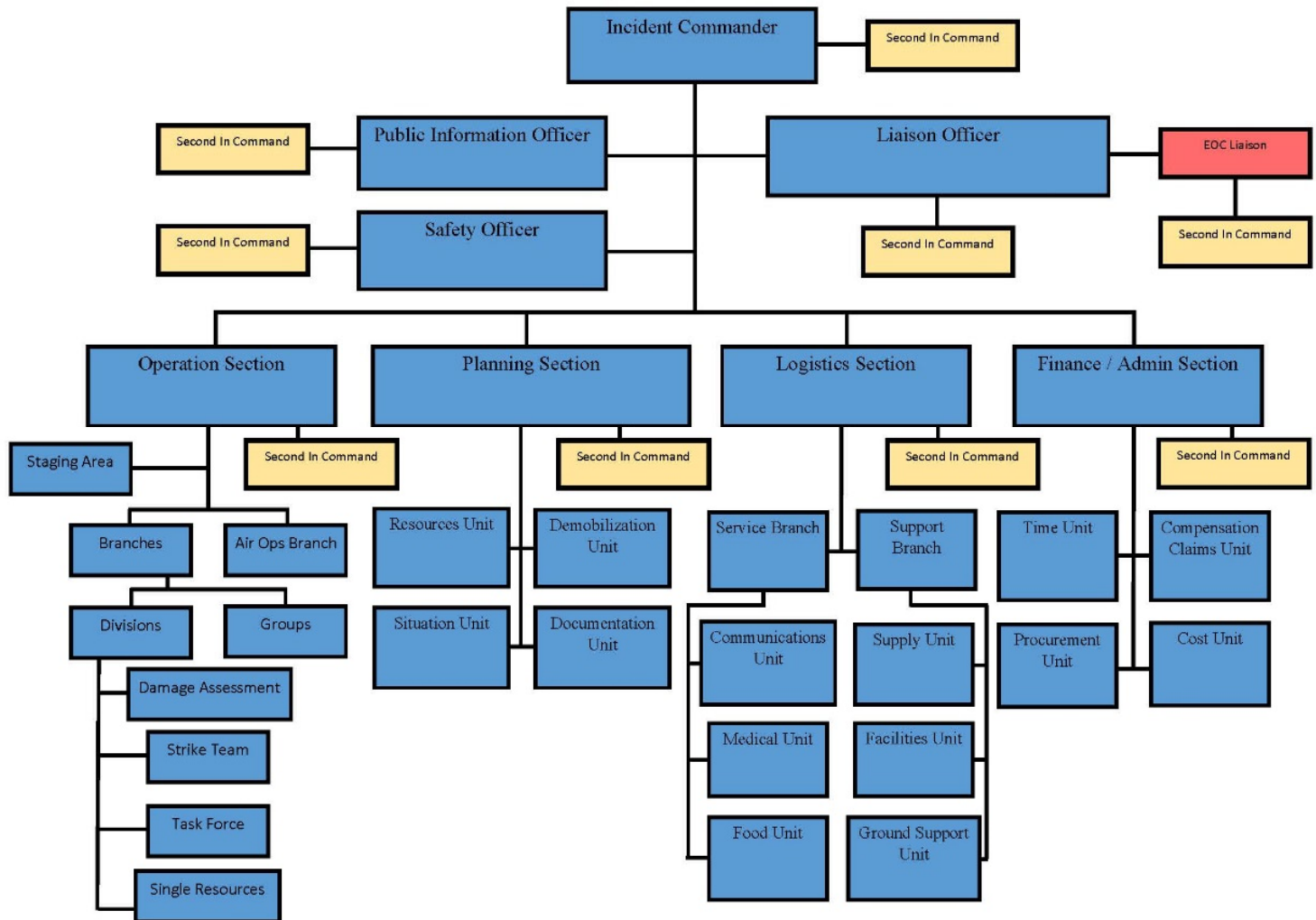
In the case of local emergencies, a local Incident Commander (typically LCSO, FMBFCD or other first responder) will direct activities. Management of activities will be at the field level as close to the incident as possible. In these incidents, the Town Emergency Manager and Emergency Management Team will be responsible for fulfilling any unmet needs and forwarding requests the Town is unable to fulfill to Lee County officials. A local incident command and the Town Emergency Management Team may use portions of the CEMP to support response to localized

incidents. The CEMP may be partially or fully implemented in the context of any emergency or potential threat of emergency.



The following graphic depicts the organization and responsibilities of Town's Emergency Management Team. Generally, there are three levels of responsibility: Policy, Coordination, and Operations:

CEMP Organizational Structure



Policy: The Town Council serves as the policy-making element for the Town's Emergency Management Team. The day-to-day duties of the Town Council pursuant to emergency management include: establishing policies for emergency operations, focusing on the economic, political, legal, and social implications of those programs and policies; approving Mutual Aid Agreements, standby contracts and all other resource management and preparedness activities; and reviewing the CEMP every four years, or more frequently as necessary, and approving revisions, and updates. During emergency situations, the Town Council is responsible for formulating policies necessary to respond to the emergency and supporting the Town's Emergency Manager and staff with agreements and contracts as requested. During an emergency, the Town Council DOES NOT manage first responders. The Incident Command directs the activities of first responders.

Coordination: The Town Manager maintains coordination among members of the Town's Emergency Management Team, the Town Council, the Director of Lee County Emergency Management, and the agencies directly involved in emergency operations on Fort Myers Beach, i.e., Agency Representatives.

Operations: The day-to-day duty of the Town's Emergency Management Team is to provide guidance to the Town Council on emergency management and program activities. Upon implementation of the CEMP, the Town's Emergency Management Team is responsible for providing: broad guidance and direction regarding emergency management activities, situational assessment, coordination and liaison vertically and horizontally (i.e. within the Lee County Emergency Management organization and to agencies involved in emergency operations on Fort Myers Beach); emergency response objectives and priorities; and necessary resource acquisition and management.

b. Coordination with Private Sector Emergency Operations

In accordance with NIMS, the State CEMP, and Lee County CEMP, the Town of Fort Myers Beach coordinates primarily through the Lee County Emergency Operations Center to determine the status of public and private utilities as well as other vital private sector service organizations, including Emergency Support Functions (ESF) 2 Communications, ESF 8 Health and Medical Care, and ESF 12 Utilities. The Town will maintain a municipal liaison(s) at the Lee County Emergency Operations Center to monitor and coordinate emergency response and recovery activities affecting the Town.

c. Normal Organization and Staffing

The Town of Fort Myers Beach, by its Charter, has a Council-Manager form of government. The Town Manager is the Chief Executive and Administrative Officer responsible for the execution and administration of the affairs of the Town. The Town employs full-time, part-time, and seasonal staff. Key staff in the Town's organizational structure include: **Town Manager, Deputy Town Manager, Town Attorney, Town Clerk, Finance, Public Works, Community Development, Emergency Services, Utilities, and Cultural, Parks and Recreation.**

Additionally, many services are contracted for with public and private providers, with the following being the primary service providers:

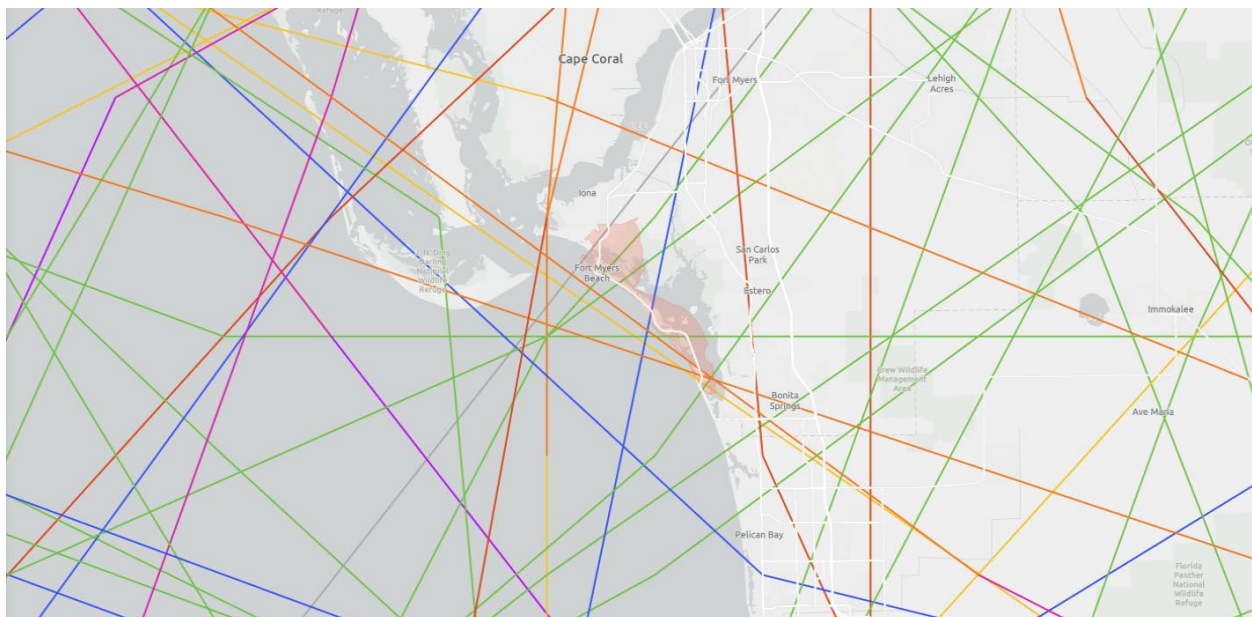
- i. Fire Protection & Emergency Medical Services: Fort Myers Beach Fire Control District
- ii. Law Enforcement: Lee County Sheriff's Office
- iii. Solid Waste & Recycling: Through interlocal agreements with Lee County;
Wastewater & Sewage Treatment: Lee County

d. Emergency Management Functions and Responsibilities

This plan is based upon the concept that the emergency functions for the various groups involved in emergency operations will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases. The day-to-day functions, which do not contribute directly to the emergency response, may be suspended for the duration of the emergency. The efforts that would normally be required for those functions will be redirected to the accomplishment of emergency tasks by the departments concerned.

Town departments performing essential functions will be required to remain on duty during the period of some emergencies. Personnel from other departments may be needed to supplement essential functions - Emergency Support Functions (ESFs). This decision will be made by the Town Manager.

Historical Hurricane Tracks around Fort Myers Beach (Image from the Office for Coastal Management) (<https://coast.noaa.gov/hurricanes>)



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Emergency Support Functions & Responsible Departments / Agencies / Organizations			
ESF #	Function	Primary	Support
ESF 1	Transportation	LCDOT <i>in coordination with Public Works</i>	FMBF CD LCSO
ESF 2	Communications	LCEOC	FMBF CD LCSO Town Clerk/PIO IT Public Works
ESF 3	Public Works	Public Works	LCEOC
ESF 4	Fire	FMBFCD	LCSO
ESF 5	Information & Planning	Community Development	
ESF 6	Mass Care	LCEOC	FMBFCD LCSO
ESF 7	Resources Support	Procurement	LCEOC
ESF 8	Health & Medical	FMBFCD	LCEOC
ESF 9	Search & Rescue	FMBFCD	LCSO
ESF 10	Hazardous Material	FMBFCD	LCSO

ESF 11	Food & Water	Procurement <i>in coordination with Lee EOC</i>	FMBFCD
ESF 12	Utilities	FPL, Lee Co Sewer, <i>others via Lee EOC</i>	FMBFCD
ESF 13	Military	FL National Guard <i>via Lee EOC</i>	
ESF 14	Public Information	Public Information Officer	FMBF CD LCSO
ESF 15	Volunteers & Donations	Chamber of Commerce	FMBFCD LCSO
ESF 16	Law Enforcement	LCSO	
ESF 17	Veterinary Services	Lee County Animal Control <i>via Lee EOC</i>	
ESF 18	Business & Industry	Chamber of Commerce	ALL

All departments, including those with functions declared nonessential to emergency operations, will secure their facilities, records, and equipment against possible loss or damage, and take such action as is necessary to ensure the safety of assigned personnel. Individual departments will maintain current procedures on preparation for potential events, including securing all information technology and equipment issued by the Town. All Town personnel shall provide contact information to their Department heads and receive directions for return to work before being released from duty.

The Town Manager/Emergency Manager will advise Department Directors when an emergency no longer exists. Essential and/or key staff members may need to meet at a designated off-site location. The Town Manager will coordinate with Directors on a pre-determined meeting point if this action is required. All employees who were sent home will return to work immediately upon notification from their Department Director or his/her designee that the emergency is lifted, and that the Town is returning to normal operations. Employees are required to maintain contact with their supervisors during these times.

The Town Emergency Manager will direct efforts to develop and maintain SOPs related to each position on the emergency management team. The procedures will follow as closely as possible the duties and responsibilities identified in this plan.

e. Fort Myers Beach EOC

The Fort Myers Beach EOC is located at Town Hall, 6231 Estero Boulevard, a hardened municipal facility. The FMB EOC operates as a forward operating base (FOB) for the Lee County EOC and is activated in coordination with, and in support of, Lee County Emergency Management through the Beaches Geographical Response Division.

The FMB EOC is activated by the Town Manager in accordance with the activation procedures in Section IV.g. Upon activation, the FMB EOC is staffed by the Town's Emergency Management Team in accordance with the organizational chart in Section IV.a. The FMB EOC does not operate independently of the Lee County Unified Command structure during major or catastrophic emergencies.

The FMB EOC maintains the following capabilities:

- Communications: telephone, cellular, VHF radio, satellite phone, and WebEOC access
- Coordination: direct liaison with Lee County EOC Beaches Geographical Response Division
- Documentation: emergency expenditure tracking, resource logging, and situation reporting
- Public information: coordination with Town PIO for local media and resident communications

Should Town Hall become inaccessible or unsafe for occupancy following a storm event, EOC functions shall transfer to a pre-designated alternate location as determined by the Town Manager, which may include a mobile operations trailer, the Bay Oaks Recreation Center, or co-location at the Lee County EOC facility.

f. Implementation of the CEMP

The Fort Myers Beach CEMP will be implemented when the Town Council passes a proclamation declaring a “state of local emergency” described in Chapter 12 of the Code of Ordinances of the Town of Fort Myers Beach, Florida. A state of local emergency also provides the authority for the activation of the CEMP, use of supplies, equipment, materials, and facilities identified in the CEMP. The Town Emergency Manager will notify all relevant

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persons, agencies, jurisdictions, and organizations when the CEMP is implemented. The Fort Myers Beach CEMP can be partially or fully implemented in the context of any emergency or potential threat of emergency, thus allowing the delivery of specific resources to meet whatever the need may be. In many serious but purely local emergencies, the full implementation of this plan may not be necessary.

g. Alert Levels & EOC Activation

The Lee County Emergency Operations Center (EOC) is the focal point for coordination of emergency response and recovery activities throughout Fort Myers Beach. When activated for an emergency, the EOC is staffed with key personnel from first responder agencies, emergency relief organizations, utility companies, media and other essential agencies. The EOC operates at one of three

Activation Levels:

- Monitoring - Level Three (3)

Day-to-day operations with routine staffing and office hours. Off-hours emergency coverage is provided by “on-call” teams.

- Partial Activation - Level Two (2)

Some, but not all, EOC elements are activated. This may include additional staff and extended work hours.

- Full Activation - Level One (1)

Provides round-the-clock staffing and services during an actual or pending emergency.

A Full Activation is typically accompanied by a State of Local Emergency declared by the Board of County Commissioners.

In a sudden emergency event, such as a tornado, terrorist attack, or major aircraft incident, the Incident Commander may direct the EOC be activated immediately and coordinate the notification of senior officials as the situation dictates.

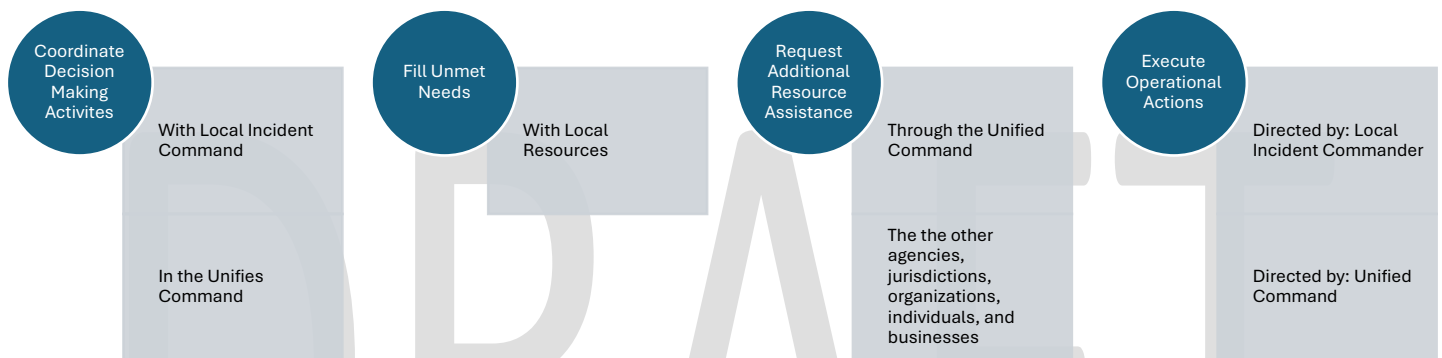
When the EOC is activated, the Town Manager, serving as the Emergency Manager, will direct the staffing of the EOC as required by the incident. Town Departments will be prepared to provide trained personnel to staff the EOC in accordance with the organizational chart provided at the beginning of this section.

V. RESPONSE

The Town's CEMP provides a detailed implementation procedure to guide activation and operations.

The primary duties of the Town's Emergency Management Team during Response operations are summarized by the following graphic:

Primary Duties of the FMB Emergency Management Team during Response Operations



The activities of the Response Phase of an emergency will focus on aiding those affected as quickly and robustly as possible. Response begins when the emergency is imminent and continues immediately after an incident occurs. Therefore, response activities may overlap with preparedness, recovery, and mitigation activities addressed in this CEMP.

Response Phase of an Emergency:



a. Alert & Notification

1. Event Recognition and Alert/Warning System Activation

The National Weather Service, State of Florida, and the Lee County Warning Point are the central locations for the collection and dissemination of early warnings and threats, which are monitored at various levels of government. For any event in which advanced warning is available, there is an opportunity to prepare the response system and the community members to take protective actions in advance of the disaster.

The Lee County Dispatch Center is designated as the official Warning Point for the Town of Fort Myers Beach. Notifications of watches, warnings, or the occurrence of significant events will be received at the Warning Point through the Lee County Dispatch Center. Bulletins and advisories from the National Weather Service are received via the Emergency Satellite Communications (ESATCOM), Weather Service Satellite System, and the E911 System, radio, telephone, and municipal Public Safety Answering Points (PSAPs).

In serious, but purely local (FMB) emergencies, the Town Manager has the authority to order the activation of any warning system deemed appropriate at any time of day or night, as does local Incident Command, representing the LCSO or FMBFCD. During weather-related incidents, the Town Emergency Manager will coordinate with the Lee County EOC before activating the warning system. If needed, staff from the Lee County South Islands Geographic Division can be used to help disseminate warning information.

If the following significant incidents warrant activation of the alert and warning system and notification to the Town Manager:

- Any incident that may require a substantial evacuation and/or relocation of a given area

- Any event posing a potential threat for a casualty incident
- Any weather-related watch or warning advisor which threatens life and/or property
- Formation of tropical weather systems that threaten SW Florida
- Any incident that closed or significantly blocks major roadways impacting the Town
- Any large or multiple structure fires
- Any prolonged shutdown of public utilities
- Any event posing a major environmental threat to Fort Myers Beach
- Any potential or actual act of terrorism affecting or potentially affecting Fort Myers Beach

All warnings for hurricanes or weather-related events will be coordinated by the Town's PIO with the Lee County PIO so as not to issue conflicting messages. The Town's CodeRed emergency notification system will be activated, and the Town PIO will send a press release or statement to local media.

Additionally, first responders may go street-by-street and to the beaches and other outdoors areas as necessary with a message approved by the local IC or UC explaining the situation and actions to take related to the emergency. The Community Emergency Response Team (CERT) volunteer group or trained volunteers may also be used to notify the public. The Town PIO may also request the US Coast Guard to use the Marine Band channel to provide pertinent information on local marine conditions during all phases of an emergency affecting the Town.

When the alert and warning system is activated, the Town Manager, in consultation with the Emergency Management Team and Agency Representatives, will determine the necessity of requesting the Town Council to pass a proclamation declaring a local state of emergency, thereby activating the CEMP.

2. Initial Field Response Actions

The Incident Command System will be used to manage and coordinate field response operations. The incident may be controlled by local emergency responders (LCSO / FMBFCD) or with other agencies through the mutual aid system. If the resources available at the field response level are not sufficient to mitigate the situation, the Incident Commander may request, through appropriate channels, that the Lee County EOC be activated to support the field operations.

Response to an incident by single discipline agencies (i.e. fire, law enforcement, EMS) will utilize a single Incident Commander (IC) within the ICS structure. As the incident progresses to include multiple jurisdictions and disciplines, the Town of Fort Myers Beach will assume its position within the Unified Command as depicted in Section IV of this plan.

During a single discipline response to an incident, the first on-scene emergency responder with management responsibilities will take the necessary steps to establish an Incident Command Post (ICP), report a scene size-up, activate the appropriate ICS organizational elements required for incident management, delegate authority within the ICS organizational structure, and develop incident objectives on which subsequent incident action planning will be based.

The Incident Commander or designee shall:

- Verify that the notification of all responding organizations was successfully implemented
- Ensure full operational capability of the Town's equipment, communication systems, information tracking systems, and supplies
- Verify rosters, equipment, and vendor inventory procedures are up to date
- Establish communication with Lee County Emergency Operations Center, field command posts, emergency organizations, and other activated emergency facilities

- Deploy liaison to the Lee County EOC and other vital response sites such as staging areas
- Place additional public and private sector resources and personnel on stand-by
- Obtain incident status information, potential impact on persons and property, deployed resources and personnel, damaged infrastructure, and other important information
- Coordinate information with responding units and the Lee County EOC
- Determine the need and implement procedures to declare a State of Emergency and notify the Lee County EOC
- Verify all resources are on stand-by to conduct a “rapid impact assessment” to define the impact of the event, prioritize operations, and coordinate the information with the Lee County EOC
- Prepare and distribute an initial action plan (IAP) to prioritize and control the Town’s response operations for the initial operational period. Managing response operations through an IAP is a NIMS requirement

3. Activation of the Lee County EOC

Numerous conditions may warrant activation of the EOC before an event, during an event, or once an incident has already occurred. When an emergency or disaster event threatens or the Lee County EOC has been activated, the Town Manager will consider the need to activate the Town's EOC.

Depending on the magnitude and complexity of the event, for any level of activation, the Town Manager may direct personnel to activate and deploy one or more individuals to the EOC to initiate operations. When determining which elements of the plan to activate, the Town Manager will consider potential resource needs, community impact, and public

safety. Depending on the scale of the event, the Town Manager may activate Early Alert IMT (EA-IMT) contractual entities to assist Town staff with management of the incident. The EA-IMT will work alongside the Town EMT until it is determined by the Town Manager that the incident can be managed by Town staff alone.

Various natural disasters and terrorism threats may allow for advanced warning either through monitoring systems or through verbal notification. The Town Manager, in coordination with the public safety organizations, will evaluate the advance threat of conditions and determine if EOC activation is warranted.

If multiple scenes are developing throughout the jurisdiction which cannot be adequately coordinated from a single field command post, the Town Manager may fully or partially activate the Emergency Management Team (FMB EMT).

b. Levels of Disasters

Per Florida Statutes 252.34 disasters are classified as follows:

- **Minor Disaster:** A disaster that is likely to be within the response capabilities of local government and results in only minimal need for State or Federal assistance.
- **Major Disaster:** A disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance. The Federal Emergency Management Agency will be notified, and potential Federal assistance will be predominantly recovery oriented.
- **Catastrophic Disaster:** A disaster that will require massive State and Federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery needs.

c. EOC Operational Duties

ACTIONS	RESPONSIBLE AGENT
1. Alert EOC staff and Agency Representatives	Incident Commander and/or Town Emergency Manager (EM)
2. Activate special communication equipment, support equipment and facilities	Community Services Director
3. Institute a message flow system	Town Emergency Manager
4. Brief EOC staff on the situation	Incident Commander and/or Town EM
5. Prepare a staff work schedule	Town Emergency Manager
6. Provide staff necessities	Community Services Director / Finance Director
7. Control access to the EOC	Community Services Director
8. Initiate reporting procedures	Town Emergency Manager
9. Deal with the media	Incident Commander / Town EM & PIO
10. Control rumors	Incident Commander / Town EM & PIO
11. Disseminate public communications	PIO

d. Protect Citizens & Property

Disaster response encompasses providing services including security, fire protection, protection from hazardous materials, emergency medical care, decontamination, fatality management, search and rescue, and evacuation from the disaster area. The primary concern is for the life-safety of residents and visitors, the immediate treatment of those who may be injured, and the proper

disposition of fatalities. Closely associated with these priorities are measures to secure property and prevent further damage.

In a serious but purely local emergency, the local Incident Commander will direct lifesaving and life-sustaining activities and may request assistance from Town officials. In a major disaster, lifesaving and life-sustaining activities throughout Lee County will be directed by the Unified Command. The UC will establish priorities and allocate resources. Within the UC, the FMB EMT will execute operational actions, coordinate decision-making activities, fill unmet needs, and request resources to save and sustain lives on Fort Myers Beach. The Town Emergency Management Team will provide local resources as available.

e. Mass Fatality Operations

In the event of a mass fatality incident resulting from a hurricane, storm surge, or other disaster event, the Town of Fort Myers Beach does not maintain its own law enforcement agency or medical examiner function. The Town will coordinate with and defer to the following agencies for all mass fatality operations.

The Lee County Sheriff's Office serves as the law enforcement authority on Estero Island and is responsible for scene security, decedent recovery coordination, and chain of custody for remains.

The Town EMC shall immediately notify LCSO upon identification of a potential mass fatality situation and shall support LCSO operations as requested.

The Lee County Medical Examiner has jurisdiction over all death investigations in Lee County, including those occurring on Estero Island, and is responsible for the identification, documentation, and disposition of decedents. Lee County Medical Examiner's Office, 4010 Fowler Street, Fort Myers, FL 33901, 239-533-7767.

The Florida Division of Emergency Management may deploy a Disaster Mortuary Operational

Response Team (DMORT) through the Federal government in the event of a mass fatality incident exceeding local and county capabilities. The Town EMC shall support Lee County Emergency Management in requesting DMORT activation if the scale of fatalities warrants federal assistance.

The Town's role in a mass fatality event is limited to the following:

Immediately notifying LCSO and the Lee County EOC upon discovery of fatalities or potential mass fatality conditions

Supporting LCSO scene security through access control at bridge checkpoints to preserve the integrity of recovery operations

Coordinating with the Lee County EOC to ensure that debris removal operations do not disturb potential fatality sites until cleared by LCSO and the Medical Examiner

Providing logistical support to responding agencies as requested and as resources allow

Coordinating public information with the Lee County JIC to ensure accurate and sensitive communication to the public and the families of potential victims

The Town shall not make any public statements regarding confirmed or suspected fatalities without prior coordination with LCSO, the Lee County Medical Examiner, and the Lee County JIC. All media inquiries regarding fatalities shall be referred to LCSO.

Following a mass fatality event, the Town EMC shall coordinate with Lee County Emergency Management to ensure that mental health and crisis counseling resources are made available to Town staff, first responders, and affected residents through the Lee County crisis response network.

f. Situational Awareness

Situational awareness, also known as a common operating picture (COP), is the provision of timely and accurate information during an emergency. It is the lifeblood of emergency management. Without it, good decision-making is much more difficult, and efficient and

effective response and recovery activities can be impaired. Situational awareness requires continual monitoring, verification, and the integration of essential elements of information.

1. **Gathering Situational Awareness**

In a serious, but purely local emergency, the Town's EM will coordinate with the local IC to ensure that essential elements of information (EEI) are collected, analyzed, and disseminated. This will create a COP that allows decision-makers to anticipate requirements, allocate resources, and engage in proactive planning. The FMB EM will coordinate this process. Rapid collection of information should be linked to 1) saving and sustaining lives, and 2) identifying immediate safety and security hazards.

A rapid analysis of information prior to or following an emergency will enable Town officials to 1) prioritize actions, 2) allocate resources, and 3) request additional resources from Mutual Aid partners, adjacent jurisdictions, other entities and organizations, Lee County, the state, and/or Federal agencies.

The collection of information should initially focus on the data related to:

- Evacuation, if required
- Search and rescue efforts, if required
- Status of critical infrastructure: with emphasis on utilities, communications systems, fuel, food and water supplies
- Status of critical facilities: Fire Station(s), water and sewer distribution facilities
- Continued risks and/or potential cascading effects (those that might occur because of the initial emergency)

- Number of displaced residents (if applicable) and the extent of damage

In major emergencies or those that require the evacuation of the Island, the UC will direct the collection of information to assess, monitor, and mitigate the incident. Personnel within the South Islands Geographic Division will be assigned specific information-collection tasks. Elements within the Division will be assigned to direct and/or coordinate search and rescue, debris clearance, damage assessment, food and medical service, and logistics support tasks. The Town EMT will participate in gathering information as directed by the South Islands Geographic Division.

2. Reporting Situational Awareness

Minor Emergencies: In a serious but purely local emergency, the local IC will continuously monitor the situation and provide situation updates to the PIO of his/her agency. Local updates to the media and residents will come from the PIO of the agency responsible for mitigating the emergency. The type of incident determines the responsible Agency.

Major Emergencies: Critical information regarding the status of residents, infrastructure and services on Fort Myers Beach following a major disaster will be passed through established reporting channels within the UC. The FMB EM will direct FMB EMT reporting activities through the South Islands Geographic Division in accordance with established protocols. Based on an analysis of the situation, the Town PIO will disseminate information.

3. Monitoring Situational Awareness

Minor Emergencies: The Local IC is responsible for the continued assessment of any emergency to protect residents and property. The FMB EM will assist in this effort as requested by the Local Incident Commander.

Major Disasters: An Information Collection Plan (ICP) may be established within the UC to provide the mechanism for continually gathering and monitoring situational awareness. The FMB EM will comply with the established ICP when initiated in accordance with procedures established by the UC. During a major disaster, the UC PIO will continuously assess, respond, and inform local authorities and the public of what actions have been taken, what needs to be done, and how this is to be accomplished. The Town PIO may be requested to help in this effort.

4. Acting on Situational Awareness

The key to directing response activities is situational awareness. Providing information upward and guidance downward is the key to situational awareness.

Once information has been gathered and analyzed, it should be reported and turned into 'actionable tasks.' Tasks are then assigned to an operations element to be completed. The Town EMT will act on situational awareness as directed by the UC in a major disaster or requested by the Local IC in a serious but purely local emergency

g. Incident Action Planning

During major disaster response operations, the UC will use the Incident Action Planning (IAP) process to assess and direct activities.

1. The Incident Action Planning Cycle

For each emergency, whether purely local or a major disaster directed by a Unified Command, the incident action planning cycle may be used to develop an Incident Action Plan (IAP) to:

- Identify incident objectives for each operational period

- Provide details of specific actionable tasks (tactical activities)
- Furnish supporting information

An IAP identifies this information for each operational period. The operational period in an emergency is typically 24-hours and will be established by the local IC or the UC as applicable. The primary focus of incident action planning is on actionable tasks related to providing specific resources to mitigate an emergency. Assistance and support in emergency situations must be managed, coordinated and delivered in the most timely way. This is accomplished in a series of meetings and briefings throughout an operational period. The product of the planning cycle is an IAP.

In a major disaster, when the Town EMT is activated within the South Islands Geographic Division, the team will:

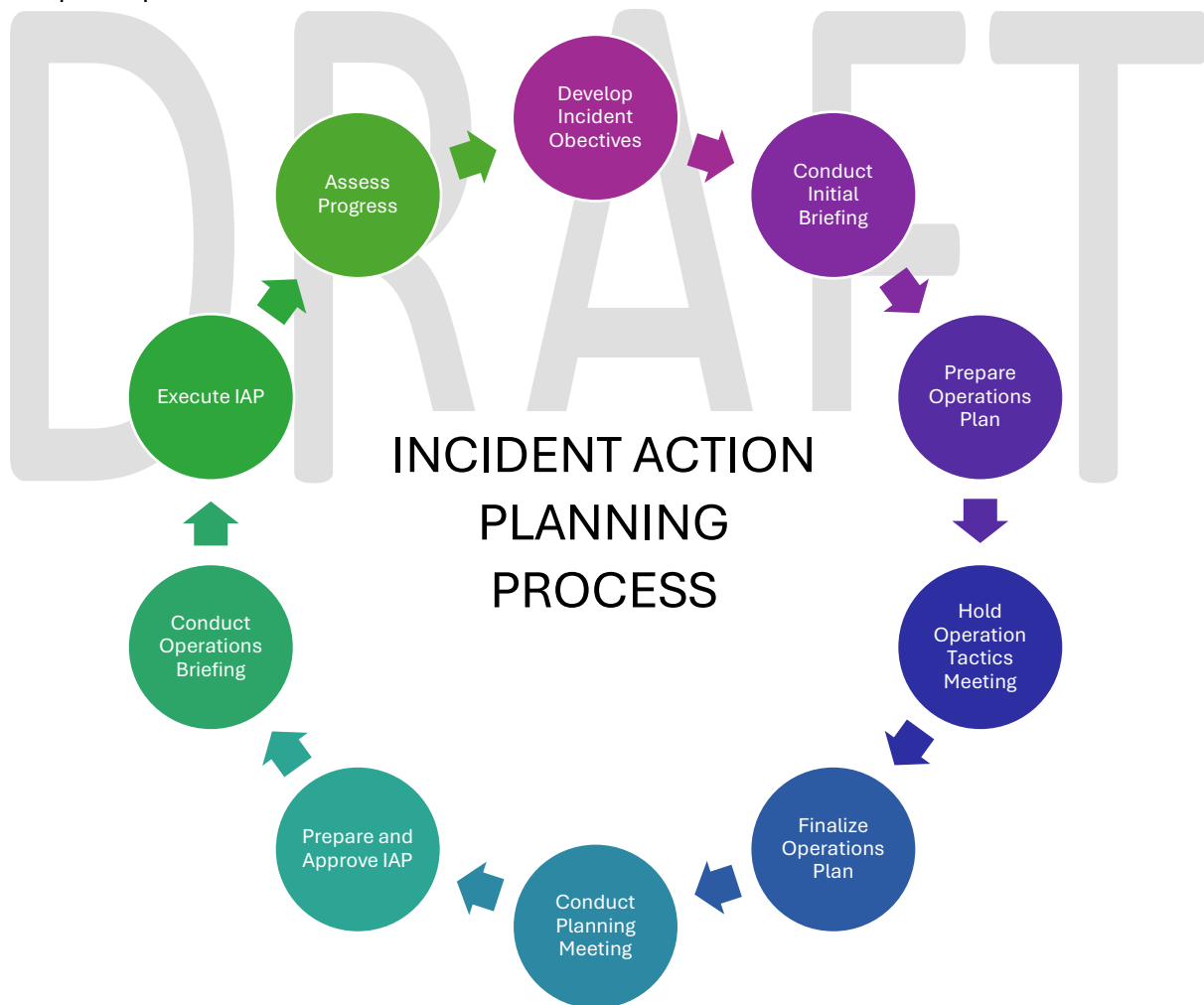
- Participate in the incident action planning cycle as directed by the Division. The schedule of meetings and briefings will be established by the UC
- Coordinate decision-making activities and requests for resources through the Division
- Be tasked with executing actions and supporting response and recovery operations as directed by the Division

The Town EM will direct the activities of the FMB EMT in compliance with the Lee County/UC IAP.

In a serious, but purely local emergency, the local IC will initiate the IAP cycle. Along with staff from their agency, the IC may request the Town EMT to participate in the process. The FMB EM is responsible for directing the FMB EMT in how the IAP process works and what is expected of them. **In localized emergencies, the need for written plans will be based on incident requirements and the decision of the local Incident Commander.*

Initial Response: The incident action planning process begins when a threat to Fort Myers Beach is identified or during the initial response to a “no-notice” event. Town officials will immediately monitor, collect and review essential elements of information related to the event. The Town Council may declare a state of emergency and activate the CEMP or portions of the CEMP.

The FMB EMT team will conduct an initial assessment of the situation to determine priorities and develop potential organization resource needs and facilities. The FMB EM will contact the Lee County Emergency Management Director, adjacent jurisdictions and develop preliminary response plans.



If an event or situation warrants advance emergency planning such as July Fourth celebrations or the annual Island Shrimp Festival, the FMB EM will hold a meeting with the FMB EMT to set objectives related to preparations and possible response.



Objectives
should be
clearly
stated

In a serious, but purely local emergency, incident objectives will be established by the local IC. Depending upon the nature and complexity of the incident, the FMB EM will coordinate with the local IC regarding the objectives and brief the FMB EMT.

In a major disaster, objectives will be set by the Unified Commander. As part of the UC, the FMB EMT will be briefed on the objectives.

Immediately following any emergency, the local IC or UC will conduct an initial incident briefing. Following that briefing, the FMB EM will conduct a briefing with the Town EMT.



Develop
Incident
Objectives

Facilitator: FMB EM

Participants: EMT Senior Leadership (Directors)

Agenda: The briefing should include

1. Identifying the local IC and lead agency in a purely local emergency
2. Identifying the organizational structure and staffing of the UC if the incident is a major disaster.

3. If support to the local IC is requested or if the UC is established in accordance with the Lee County CEMP, the FMB EM will:

- Brief the FMB EMT on the objectives and strategies for accomplishing the objectives
- Identify high priority activities
- Set expectations for the team
- Identify available resources and resources to order and ordering procedures
- Describe significant actions already taken
- Review roles and responsibilities
- Establish meeting and planning schedule
- Discuss public information strategies
- Review of financial agreements and procedures
- Discuss safety and security concern



Conduct
Initial
Briefing

DRAFT

Local Incidents: When requested by the local IC, members of the FMB EMT will help to identify and develop actionable tasks and resource assignments to accomplish incident objectives.

In a Major Disaster: If requested, the FMB EM/EMT members will participate in the development of operations plans as part of the UC.

Facilitator: Public Works Director

Participants: Community Development Director, others as assigned

Operations plans will be developed that:

- Identify and develop tasks to accomplish incident objectives.
- Assign resources.
- Identify additional resource requirements.



Prepare
Operations
Plans

In this phase of the IAP cycle, activities related to accomplishing incident objectives are finalized.

Facilitator: Public Works Director

Participants: FMB EM and EMT Senior Leadership (Directors)

Agenda: The participants will

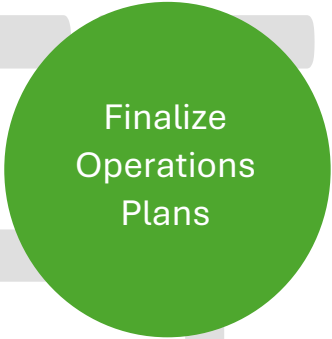
- Review the incident objectives.
- Review actionable tasks and assignments.



Hold
Operations
Tactics
Meeting

- Ensure the tasks are complete, clear, concise and accurate.
- Review the resources needed to carry out the tasks.
- Assign any additional available resources.
- Identify logistical capabilities and other support needs such as communications, traffic, and medical needs.
- Identify and discuss support agency and organization needs and limits.
- Identify all facility locations

In this phase of the cycle, actionable tasks for each operational element are finalized. Tasks are incorporated into specific operation plans as part of the IAP based on the results of the tactics meeting



Finalize
Operations
Plans

In this phase of the cycle operation plans are reviewed, adjusted and approved.

Facilitator: FMB EM

Participants: FMB EM and EMT Senior Leadership (Directors)

Agenda: The participants will

- Update the current situation (FMB EM)
- Review the incident objectives (FMB EM)
- Review the draft operation plans (Public Works Director)
- Ensure draft operation plans meet incident objectives (FMB EM)
- Review any open actionable tasks (FMB EM)
- Solicit feedback (FMB EM)
- Obtain consensus to support operation plans (FMB EM)



Conduct
Planning
Meeting



Prepare
and
Approve
IAP

Immediately following the planning meeting, the FMB EM will publish the IAP for the next operational period. Supporting plans and documents that provide important information may be attached to the IAP such as a Communications Plan prepared by FMB PIO.

Following the approval of the IAP, all operational response elements directed by the local IC or the UC will be briefed to execute and support the Plan.

Facilitator: Public Works Director

Participants: FMB EM and Senior FMB EMT members (Directors)

Agenda: The participants will

- Review the incident objectives. (Public Works Director)
- Review the current situation. (FMB EM)
- Review the task and assignment lists. (Public Works Director)
- Review all additional plans in the IAP (others as appropriate)



Conduct
Operations
Briefing

In response to any emergency, operational elements are authorized to adjust the IAP and reallocate resources to adapt to changing conditions during an operational period. Adjustments must be coordinated with the local IC or UC.



Execute
IAP

An important aspect of beginning the next incident action planning cycle is assessing work progress to date. In any emergency, all operational elements need to regularly assess work progress against current operations identified in the IAP and address deficiencies for the next operational period.



Assess
Progress

An Incident Action Plan is generally composed of specific forms whose purpose is as follows:

- List incident objectives as established by the local IC or UC. Objectives are short-term aims that must be achieved within a very specific period of time to successfully accomplish the mission of mitigating the emergency. ICS Form 202 (Incident Objectives) is a template for listing incident objectives.

- List the organizational elements and personnel assigned to the operation with contact information. ICS Form 203 (Organization Assignment List) is a template for creating this list.
- List the assignments for each of the organizational elements within the command for the period covered by the Action Plan. This list includes personnel, locations, resources and work assignments for the elements. ICS Form 204 (Assignments List) is a template for this list.
- Describe communications used during the operation to include contact numbers for all facilities, key staff, type of communications equipment and frequencies specific to all elements of the organization. ICS Form 205 (Communications Plan) is a template for this plan.
- Identify the medical facilities available during the emergency to include aid stations, transportation arrangements, hospitals, and medical emergency procedures for handling victims. ICS Form 206 (Medical Plan) is a template for this information.
- Draw an organization chart of the elements engaged in the emergency. ICS Form 207 (Organization Chart) is a template for this chart.
- Other forms as needed, such as a meeting schedule, safety information, evacuation and traffic plans.

A local IC or the UC may choose to use the approved ICS form to develop an IAP. The FMB EM is responsible for ensuring the FMB EMT members are familiar with forms associated with an IAP.

h. Public Welfare

This stage of response focuses on caring for people during and immediately after an emergency. Lee County and service agencies such as the American Red Cross, Salvation Army, and other

community agencies identified in this plan who are skilled in feeding, clothing, and sheltering the public will provide these services.

In the aftermath of a disaster, with or without a Presidential Declaration, Lee County may request the State of Florida to deploy specialized teams and establish facilities in the disaster area to assess and address public needs. The teams and facilities may include:

- **Community Relations Team:** a team to disseminate information and collect data to assist disaster victims and communities in receiving assistance. The primary function of these teams is to identify and report unmet victim needs and to inform victims of the disaster assistance programs and registration process.
- **Unmet Needs Committee:** a committee comprised of volunteer agencies, private sector representatives and government agencies to help identify unmet needs and possible assistance. The FMB EM will respond to a request for staff participation if this committee is established following a disaster affecting residents of Fort Myers Beach.
- **Human Needs Assessment Team:** a team deployed immediately following a disaster to help Lee County assess and report the immediate needs of disaster victims.
- **Advanced Recovery Liaison(s):** pre-incident liaison(s) to conduct initial coordination with Lee County officials and the FMB EMT to assist in the deployment of all Florida teams to aid in recovery efforts.
- **Disaster Recovery Center(s) (DRC):** set up in a disaster area (can be mobile) to provide information on the complete range of disaster assistance to victims. Management of these facilities is the responsibility of the State, FEMA or Lee County. The FMB EMT may assist in the selection of sites for these Center(s). Bay Oaks is the Disaster Recovery Center for the Beaches Division.

- Reconstruction Information Center(s): set up as a one-stop information and permitting point for coordination, technical assistance, and reconstruction expertise assistance in recovery and mitigation activities. These Centers will be staffed by personnel with reconstruction and/or permitting responsibilities. The FMB EMT may be asked to assist in establishing these Centers.

i. Damage Assessment

In consultation with the local IC or the UC, the FMB EM will direct and/or coordinate damage assessment following an emergency to determine what is required and in what quantity, as well as priorities for restoration of essential services. Also, getting estimates of the associated costs may be necessary to request outside help if local resources are exhausted. In the aftermath of a major disaster, with or without a Presidential Declaration, Lee County may request the State of Florida to deploy Damage Assessment Teams to conduct, with the aid of local government, assessments of public and private non-profit entities and individual homes and businesses. These assessments quantify the extent of damage and are used to justify Federal assistance. When requested, the FMB EMT should be prepared to support this effort.

The Town has also developed policies and procedures for the damage assessment process in coordination with best practices through a Substantial Damage Administrative Plan.

i. Damage Assessment Process

The ability of the FMB EMT to perform a rapid assessment accurately and within the first few hours after an emergency is critical to providing an adequate response for life-threatening situations and imminent hazards. Coordinated and timely assessment permits the local IC, UC,

and FMB EMT to prioritize response activities, allocate scarce resources, and request assistance quickly and accurately.

Phase 1: Initial Impact Assessment

Impact survey activities justify requests for State and Federal assistance and identify the need to implement the Town build-back policy.

The two major components of impact assessment are the Initial Impact Assessment performed by first responders and the Detailed Impact Assessment.

The Initial Impact Assessment, or “windshield” assessment, determines the geographic extent of damage, ingress and egress issues and the status of community infrastructure.

The Initial Impact Assessment also identifies the immediate needs of disaster survivors.

The Initial Impact Assessment is typically completed within the first 36-72 hours following the disaster. Initial impact assessment data is forwarded to the County

Emergency Operations Center (EOC) to determine the need for a Joint State/FEMA Preliminary Damage Assessment (PDA). NOTE: Every effort should be made to use the most current damage assessment criteria as defined by the Florida Division of Emergency Management (FDEM) and FEMA.

The Detailed Impact Assessment is conducted after the Initial Impact Assessment and requires capable Impact Assessment Teams (IAT’s). The composition of the IAT’s will vary depending on the severity, type of damage, and the availability of personnel. The FMB Building Official will form detailed IAT’s from the following groups of personnel:

- FMB Building Inspectors and Plans Examiners, both in-house and private providers, as available
- FMB Code Enforcement Officers
- FMB Community Development Department personnel
- Personnel provided by the State/FEMA support

The Building Official will select a Team Leader for each Team who ensures that Team has the proper forms, maps with identified areas marked, and transportation. These teams are to be identified and trained in advance of the disaster. During this assessment buildings will be photographed, and an ATC-45 Rapid Evaluation Safety Assessment Form, available at the ATCouncil website below, will be completed for each building:

<https://www.atcouncil.org/pdfs/ATC45Rapid.pdf>

The FMB Building Official will supervise this project until survey work is completed for all buildings in FMB:

The primary task of the local IAT's is to identify, catalogue, and report to the FMB Building Official those structures which have: (1) been destroyed; (2) received major damage; and (3) received minor damage. The Building Official will then inspect the data generated by the impact survey teams and place each structure into one of the damaged categories.

IAT's shall be properly equipped and trained with GIS and cell phone software. The training should take place prior to the start of hurricane season on June 1st of each year.

Assessing Status of Critical Infrastructure

This portion of an assessment looks at the impact on the community's critical infrastructure and its ability to provide essential services. These services include but not

limited to, water, sewer, electrical distribution, communications and the supportive road network. An assessment of critical infrastructure should be undertaken as soon after a disaster as possible as part of the initial impact assessment and/or the follow-up preliminary damage assessment. The assessment also examines the Town's ability to meet the needs of victims, the status of fire, law enforcement, medical systems, critical facilities, and major resource needs and shortfalls. While the initial assessment may be done during the preliminary damage assessment, it will most likely require subject matter experts to fully assess the amount of damage and needed repairs and/or replacement.

j. Infrastructure Restoration

Post disaster restoration involves actions to repair infrastructure and essential services. Among many other tasks, this means restoring utility service, clearing or repairing roads, removing debris from the disaster scene, and possibly shoring up weakened structures. During this stage and to the extent possible:

- Town Hall will resume normal operations, although many staff members will continue post incident recovery and mitigations projects as a priority
- Businesses not severely damaged in the disaster will re-open
- Schools may re-open, as directed by Lee County School Board
- Public transportation may resume, as directed by Lee Tran

During this stage, it is quite likely that the FMB EMT will use outside assistance provided by the county, the state or the Federal government. The Town's main goal is to safely and efficiently restore Fort Myers Beach to as near pre-storm conditions as soon as possible. To achieve this, the Town's primary focus is to restore infrastructure.

k. Bridge and Causeway Failure Contingency

Estero Island is accessible by two primary bridge connections to the mainland: the northern bridge at Matanzas Pass, connecting to San Carlos Boulevard, and the southern bridge at Big Carlos Pass. Both bridges are owned and maintained by the Florida Department of Transportation (FDOT) District One. The loss or structural compromise of either or both bridges represents the single greatest access vulnerability for emergency response, recovery, and resupply operations on Fort Myers Beach. This section establishes contingency procedures for the Town if one or both bridge access points are rendered impassable following a disaster event.

In addition to the Town's two direct access points, several other bridges in the surrounding barrier island system may affect regional access, resupply routing, and mutual aid staging following a disaster, even though they do not serve Fort Myers Beach directly. These include the Hurricane Pass bridge north of Matanzas Pass, and the bridges that make up the Bonita Beach Causeway to the south, including Big Hickory Pass, New Pass, and Little Carlos Pass. A disaster affecting these regional crossings could disrupt alternate routes, delay mutual aid response from neighboring jurisdictions, or affect the availability of staging areas used to support Fort Myers Beach operations. The Town shall coordinate with Lee County and FDOT District One to monitor the status of these regional bridges as part of situational awareness during and after a disaster event, even though direct maintenance and repair responsibility for them lies outside the Town's jurisdiction.

Within 24 hours of storm impact, or as soon as it is safe to do so, the Town EMC shall contact FDOT District One Emergency Operations (863-519-2300) to request a structural assessment

of both bridges. Bridge structural status shall be designated as a Priority 1 Essential Element of Information in all post-storm situation reports submitted to the Lee County EOC. The Town Public Works Director shall conduct a visual assessment of both bridge approaches from the island side as part of the initial post-storm damage assessment and shall immediately report any observed structural damage, debris obstruction, or access impediment to the Town EMC and the Lee County EOC.

If one bridge is rendered impassable while the other remains operational, all vehicular re-entry and evacuation traffic shall be redirected to the operational bridge. LCSO shall establish traffic control at the operational bridge checkpoint. The Town PIO shall immediately notify the public of the change in access routes through all available communications channels. The Town EMC shall notify the Lee County EOC and request FDOT prioritization of emergency repairs to the closed bridge. Debris clearance along the route to the operational bridge shall be elevated to Priority 1 status.

If both bridges are rendered impassable, the Town Manager shall declare an extended isolation condition and notify the Lee County EOC. The Town EMC shall coordinate with the Lee County EOC, LCSO Marine Unit, and U.S. Coast Guard to establish water-based access routes between the island and the mainland. Water-based access shall be prioritized in the following order: medical evacuation of critically injured or ill residents; delivery of emergency medical supplies, food, water, and fuel; transport of essential emergency personnel; and transport of residents requiring evacuation assistance.

The Town EMC shall request through the Lee County EOC the assignment of helicopter resources for medical evacuations and critical supply delivery that cannot be accomplished by water-based access. Available helicopter landing zones on the island include the Bay Oaks

Recreation Center athletic fields and the Fort Myers Beach Elementary School grounds, subject to post-storm debris clearance.

The Town shall activate its mainland staging area at a location coordinated through the Lee County EOC, which may include JetBlue Park or Hammond Stadium. All supply, equipment, and personnel movements between the mainland and the island shall be coordinated through the mainland staging area and the Lee County EOC logistics section.

The Town PIO shall immediately notify all island residents of bridge status, the expected timeline for access restoration based on FDOT assessment, and instructions for requesting emergency assistance. Notifications shall be issued through CodeRed, the Town website, and all active social media platforms, coordinated with the Lee County JIC.

The Town Manager shall maintain a direct working relationship with FDOT District One and shall advocate for Fort Myers Beach bridge repair prioritization following any disaster event. Bridge access shall be restored to normal operations only upon written clearance from FDOT confirming structural safety. The Town Manager, in coordination with LCSO, shall determine the phased resumption of vehicular access consistent with the re-entry tiers established in Annex C. The Town EMC shall review and update this section annually before June 1 and shall confirm current FDOT District One emergency contact information and mainland staging agreements as part of the annual preparedness coordination activities described in Section III.c.

I. Repair and Reconstruction Activities

Repair and reconstruction activities begin when search and rescue activities are completed. Actions may include making temporary repairs to key facilities and damaged homes. Permanent

repair and reconstruction activities could continue for months or years as residents and businesses receive insurance settlements or Federal disaster loans and grants to rebuild.

m. Debris Clearance Strategy

The Town may partner with other organizations upon mutual agreement to aid in debris removal response and coordination activities. The Town holds an interlocal agreement with Lee County upon mutual agreement to share pre-determined and additional approved debris management sites in which the Town will work with its partners to review locations annually as well as the legal jurisdiction to conduct debris removal and emergency protective measures within the areas in which eligible work is being claimed. The Town also has the ability to issue a cooperative agreement for disaster recovery services and monitoring services from the County's contractors upon agreement.

Clearing debris from roads and streets will be guided by the following priority sequence:

- Emergency access to aid search and rescue operations;
- Roadways linking the Town to Lee County and inter-county traffic;
- Roadways providing access to designated staging areas and distribution centers supporting disaster relief efforts;
- Facilities designated as field command centers for emergency response operations, fire stations and law enforcement stations;
- Roadways under Town maintenance responsibility, and
- Private roadways, including gated communities, within the Town.

Once road clearing operations supporting search and rescue operations, and providing access to designated response/recovery centers are completed, debris clearance will be guided by the following priority sequence:

- Areas with minor damage,
- Areas with major damage,
- Areas with catastrophic damage, and
- Private roadways, including gated communities, within the Town.

Debris will be separated to avoid mixing hazardous materials and hazardous waste with other types of debris. Agencies or organizations contracted to clear, remove and dispose of debris from residential and commercial properties will observe the following collection sequence:

Priority 1 – Raw Garbage/Food Waste

Priority 2 – Household Goods/Furniture

Priority 3 – Yard Waste

Priority 4 – Construction/Demolition Debris

Debris will be separated into these four (4) general priority classes. Residents and business interests will be instructed to separate debris in this fashion and notified of the established schedule for picking up these four general debris classes.

The Town maintains street cleaning capabilities and maintains a contract for tree removal immediately following first responders on the scene of any emergency. Additional resources may be required. The FMB EM is responsible for the implementation of contract(s) to obtain this equipment. The Town maintains a contracted vendor for debris removal services as needed.

n. Electrical Power, Communications, Water & Wastewater Service

Restoration

The following priorities will generally govern customer power and communication service restoration once damaged electrical transmission systems, substations and distribution systems are restored. Note: specific utilities may change restoration efforts based on the incident.

- Priority 1 - Emergency response and recovery facilities having no emergency power or telephone service (community emergency operations or command centers, response/recovery centers), repairing emergency communication centers and facilities, and designated facilities providing emergency food, water and ice.
- Priority 2 - Water treatment and pumping facilities having no emergency power, fire stations having no emergency power, Staging Areas and Points of Distribution (POD) requiring emergency power.
- Priority 3 - Waste water treatment plants and lift stations, general telephone service, solid waste facilities, fire stations having emergency power, public and private facilities necessary for resource management and distribution activities (government facilities handling emergency purchasing, designated grocery store/restaurant outlets).
- Priority 4 – Areas of FMB with minor damage, and other government facilities.
- Priority 5 – Areas of FMB with major damage.
- Priority 6 – Areas of FMB with catastrophic damage.

The following procedure shall govern water service restoration:

Last Revised: August 2026

- Issue a precautionary boil water notice prior to land fall of the storm, if necessary, establish emergency water sites as needed.
- Revise the boil water notice from precautionary, to a mandatory Boil water notice, after damage has impacted the system.
- Shut down the North and South pumping stations until all leaks are isolated.
- Valve off major leak areas.
- Identify high damaged areas.
- Assess and provide services to meet critical customer needs such as emergency response and recovery facilities.
- Establish priorities and repair-damaged facilities in the following order: Storage Tanks, Pumping stations, distribution mains, service connections.
- Re-pressurize the water system in zones as necessary.
- Establish water is potable by conducting bacteriological sampling.

The following procedure shall govern wastewater service restoration (Lee County

responsibility):

- Assess damages to system: wastewater treatment plants, lift stations, electrical support systems, to include evaluating the need to take lift stations offline in flooded evacuated areas to avoid damage to property when power is re-established.
- Work with Lee County to determine extent of damaged facilities and reestablish service. Lee County Utilities 239-533-8700
- Reestablish wastewater service as power and water service are restored.

o. Demobilization

Demobilization is the orderly, safe and efficient return of resources used in response to an emergency to its original location and status. Demobilization should begin as soon as possible to facilitate the accountability of resources. The Finance and Public Works Director are responsible for the following actions to ensure efficient demobilization of resources:

- Developing procedures to ensure and validate the safe return of resources to their original locations.
- Developing resource-tracking and accountability processes and ensure applicable reimbursement, to include compliance with Mutual Aid agreements.
- Enforce steps to ensure the safety of responders during demobilization.

p. Emergency Supplies

The Lee County EOC is responsible for coordinating the response to unmet needs. The process to meet the identified needs is first to provide the basics of food, shelter, and clothing. The other needs are evaluated as to fairness, ability to provide service to all who need it, cost, alternative means to meet the need, and so forth. Life-safety issues always take precedence.

Lee County Mass Care Branch Director and Volunteers & Donations Branch Director are responsible for the delivery and provision of supplies and services (food, water, shelter, and clothing) to residents. The Town's EOC will support these efforts by identifying volunteers and donations from area businesses to meet the needs of the residents. The American Red Cross will conduct door-to-door assessments of the areas affected by the event to identify residents'

unmet needs. Other unmet needs reported to the Town EOC should be tracked and forwarded to the Lee County Recovery Unit and the American Red Cross.

q. Emergency Facilities

Points of Distribution – Cultural, Parks and Recreation

The Town may operate Points of Distribution (PODs) at the locations determined by the Town Manager/Incident Commander or Unified Command based on the needs of the incident. The PODs will provide life-sustaining emergency relief supplies including food, water, ice, and tarps to the residents of Fort Myers Beach impacted by a major disaster and widespread utility outages. The PODs and all emergency response operations will be managed in compliance with Lee County. The Town will work with property owners on identifying and executing agreements in strategic areas around the Town and area.

Evacuation Shelters

The Town of Fort Myers Beach is located within the hurricane evacuation zone and has many residential structures which would be vulnerable to high winds. The number of residents, therefore, seeking public shelter during a hurricane event is likely to be high. Shelters will be designated by Lee County once evacuation orders of the barrier islands have been issued.

Staging Area

If a large amount of response resources requires temporary staging, a temporary staging area will be located within Fort Myers Beach at a location determined by the Manager in coordination with the Lee EOC. The Town may contact Lee County to coordinate staging of Town property at an approved location. Command and control over the Staging Area will be the responsibility of the assigned Staging Area Manager. Traffic responsibilities within the Staging Area shall be under the direction of the LCSO. The Town may also stage equipment at vehicles at other local locations prior to an event at preapproved locations.

r. Deactivation of Emergency Operations Center

It is the responsibility of the FMB EM to manage downscaling and/or deactivating personnel deployed to the Lee County EOC. The decision to downscale or deactivate will be coordinated with the FMB EMT.

- Personnel will be notified of a reduced activation level or deactivation at the earliest convenient time, but preferably this decision will be incorporated during the Incident Action Planning process for the next operational period.
- The Operations Section is responsible for notifying all EOC personnel of the change in staffing requirements and operational hours.
- The Operations Section will also notify the field Incident Commanders, and the Lee County EOC staff.
- The Logistics/Finance Section will ensure that all documentation regarding operations, personnel time, and emergency expenditures is complete and obtained from all response personnel.

- The Logistics/Finance Section will ensure that all equipment and supplies are demobilized and tracked until they reach their destination.
- The Planning Section will ensure that all documentation has been stored, that all tracking documents and databases are properly duplicated and stored, and that an after-action critique is scheduled, conducted, and an after-action report is prepared.

VI. RECOVERY

a. Operations Overview

The Town of Fort Myers Beach is dedicated to returning the community to pre-disaster conditions. The Town will coordinate and cooperate with County, State and Federal agencies to obtain the necessary support to implement mitigation measures to protect and preserve lives and property of the Town. This recovery phase occurs simultaneously with the response phase but can also extend beyond it.

As first responders are engaged in life-safety missions, the recovery staff will be planning for short-term and long-term recovery activities. Once the life-threatening response activities have been completed and the threat to the Town has diminished, recovery activities become the primary focus of emergency management.

The FMB EMT will coordinate recovery and disaster assistance efforts within the Town and is responsible for gathering the assessed needs of the community and coordinating with other agencies and organizations to meet those needs. The Town Manager/Emergency Manager is the point of contact for the beginning of the recovery process for County, State and Federal agencies.

Recovery operations consist of short and long-term recovery activities. Activities that may be implemented in the short-term recovery period, many of which are discussed in the preceding RESPONSE section include:

- Damage assessment
- Emergency debris removal to open at least one lane of traffic for all roads
- Restoration of utility services including power, water, and sewer services
- Restoration of critical infrastructure and critical facilities
- Resupply of fuel
- Installation of emergency generators at critical facilities
- In coordination with the Lee County EOC, identify facilities within the Town which may be utilized for response and recovery operations such as Disaster Recovery Centers, storage sites, temporary housing sites, PODs, etc.
- Evaluate the need for long-term housing within the community and coordinate with County, State, and Federal officials to meet the survivor housing needs
- Evaluate critical infrastructure and structures which may be eligible for hazard mitigation funding
- Evaluate unmet needs among the survivors in the community
- Support outreach efforts to publicize the availability of Federal disaster funding including Individual Assistance and Small Business Administration

The Town may choose to activate the CodeRed emergency notification system to transmit vital recovery information to residents. The Town may use the PIO&ECT for public outreach activities during recovery, if/when the Town's EOC operations can be re-established at Town Hall. The PIO&ECT may be staffed by Town employees, CERT volunteers or trained volunteers to provide a

central point of information and assistance to residents. The PI&ECT may be made available to outside agencies to set-up an outreach post, such as FEMA, insurance companies, the American Red Cross, etc. allowing them to work close to the disaster site and within easy access of residents.

b. Long-term Recovery Operations

The goal of long-term recovery is to restore the Town to pre-disaster conditions, which may exist for months or years based upon the severity and magnitude of the disaster. Generally, during the immediate recovery period, management will be conducted from the Lee County EOC. Long-term recovery will be coordinated by the Town Manager with each department/agency in its normal environment and/or field command centers as conditions warrant.

In the aftermath of a large-scale disaster, the Town may consider several planning, engineering, and economic development solutions to address long-term recovery needs. This may include the imposition of building moratoria for substantially damaged structures, business and economic stimulation policies, and others.

The methods used to provide recovery information to the public are through the news section on the website, to website subscribers signed up to receive texts and emails, social media, media releases and media interviews, bulletin boards, community forums and town meetings. (The Mayor will function as the primary spokesperson, followed by the Town Manager and the Public Information Officer.)

c. Public Assistance

Upon receiving a Public Assistance declaration, the departments and agencies responsible for pursuing reimbursement will provide detailed expenditure reports and manage the grant funding per the requirements established through FEMA. The Town may employ temporary staff to manage grants. The Emergency Manager or their designee will handle the coordination of the public assistance for the Town with the support of administrative assistants, general staff, and contractors.

d. Community Relations

The Town of Fort Myers Beach's representative at the Lee County EOC for the purposes of planning, will function as the Emergency Management Coordinator (EMC), or a designee of the Town Manager, for the Town and attend and participate in the Lee County Disaster Advisory Committee (DAC) and serve as point of contact for the DAC and attend meetings quarterly.

VII. COMMUNICATIONS

a. Coordination with Lee County

The Town understands the vital importance of maintaining clear communications with the County before, during, and after a disaster event. In accordance with NIMS and Florida Statutes Chapter 252, the Town of Fort Myers Beach will coordinate emergency operations with the Lee County Emergency Operations Center. It will be the responsibility of the first responder community through the dispatch center to notify the Town Manager of unusual events requiring additional mutual aid. The Town will notify the Lee EOC of emergencies in the Town and especially if the Town has an event that requires it to activate this CEMP.

When it is activated for an emergency involving the Town, the Town will maintain a liaison representative in the County EOC. The FMB staff will coordinate all information requests between the County EOC and the Town through that liaison. This communication may occur through telephone, cellular phone, satellite phone, email, fax and personal communication.

The Town liaison will also notify the Town EOC of scheduled conference calls and ensure that the Town Manager/Incident Commander are aware of all County sponsored conference calls so they may participate in them.

The Town PIO will route all media releases through the County JIC when necessary. The Town will forward all municipal Incident Action Plans (IAPs) and Situation Reports to the County EOC for informational purposes.

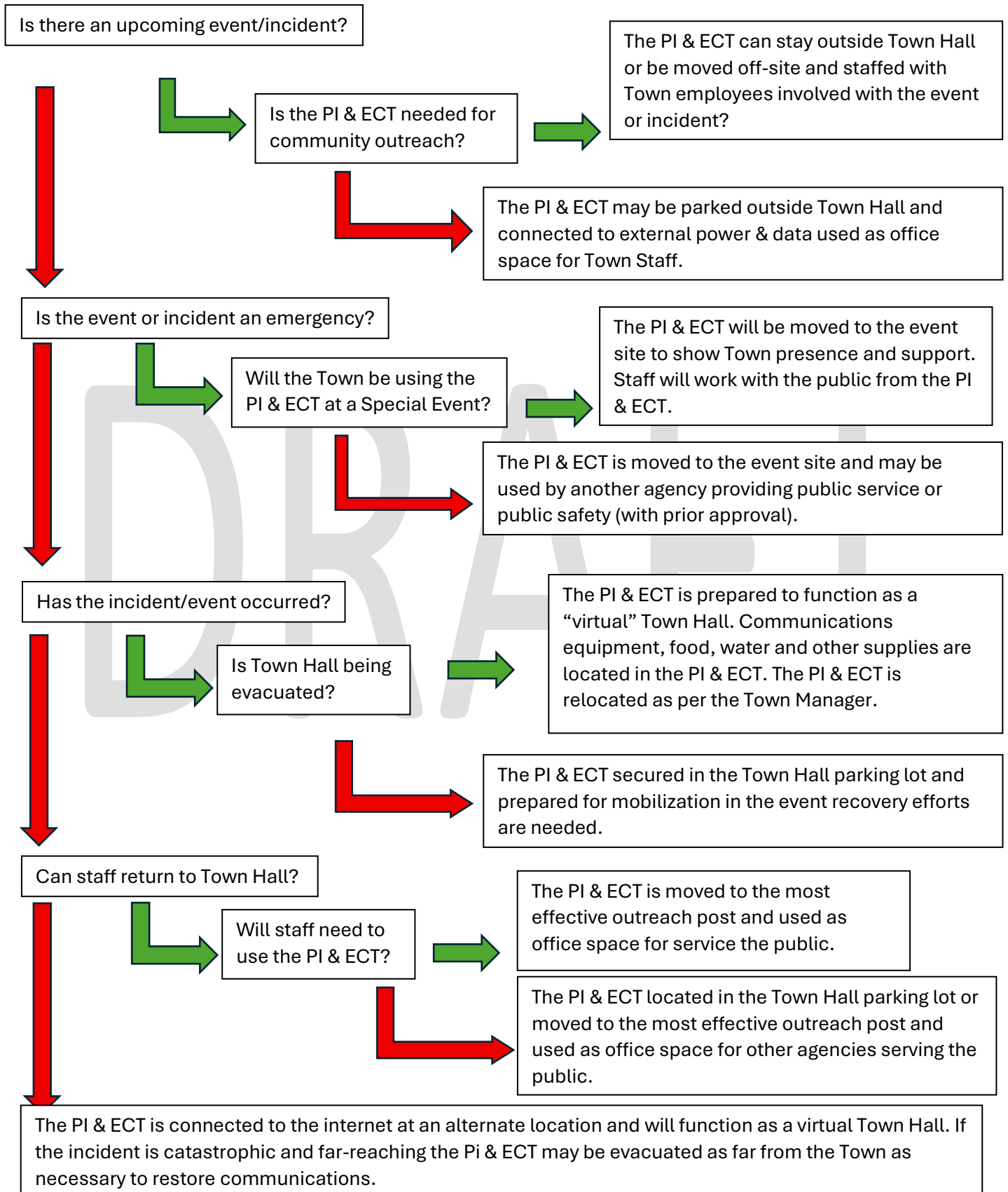
b. Coordination with Local, State of Florida and Federal Agencies

The Lee County Emergency Operations Center will coordinate with field response and recovery sites such as the points of distribution and the staging area through cellular phones and/or the Lee County radio system or Town Marine Band (VHF) radios. The FMBFCD and LCSO have multi-band repeaters and can key-in on whatever frequency the Town is using. If all communications are inoperable due to disaster impact, the Town is prepared to continue communications via message runners or satellite phone.

The Town's staff will coordinate all initial communications with higher levels of government through the County EOC until it is logical for direct communications to occur. Direct communications with FEMA may occur during the joint damage assessment process, with community outreach team members within the Town, and once the Town becomes engaged in the financial reimbursement process. At that time, the Town will coordinate directly with the State and Federal Recovery agencies.

The Town's Public Works Director, LCSO Captain and Fire Chief have access to their radio system. A Town Emergency Management Team representative will be in the Lee County EOC whenever it is activated to provide ongoing communications with the LCSO Dispatch.

Satellite phones or radios may be issued to key personnel to utilize in case of cellular failure. Designated staff and their cellular phones may also be enrolled in the GETS program. Radios will be tested at least once every six months to ensure radios are functioning and connected.



c. Public Information

The Town of Fort Myers Beach will provide public information and education to enhance the level of preparedness of the residents of the Town. The goal of public education is to ensure that residents and their families can be self-reliant with necessary supplies and provisions for at least 7 days or more.

The primary spokespersons for the Town will be the Mayor and Town Manager, followed by the Public Information Officer (PIO), Town Council, Emergency Management Team members, and Town staff will refer all media inquiries to the PIO.

In consultation with the Town Emergency Manager, the PIO will grant final approval to release emergency information and instructions, designate the location for local media briefings and approve any special provisions for media coverage. During an emergency, the PIO manages all aspects of public information for the Town, including:

- Ensuring timely preparation of public information materials and dissemination.
- Ensuring that the public can obtain information and give feedback.
- Coordinating with Town emergency management team members to obtain necessary information for public information materials.
- Assisting Lee County officials in collecting necessary public information and preparing press releases in a timely manner.
- Assisting Lee County officials in briefing public affairs officers who visit emergency sites.
- Coordinating with local media regarding the dissemination of public information and getting their cooperation in education and preparedness efforts.
- Maintaining a chronology of emergency-related public information activities.

d. Coordination of Public Information with Lee County Joint Information Center (JIC)

The Joint Information System (JIS) provides the mechanism for integrating public information activities among Joint Information Centers (JIC), across jurisdictions, and with private-sector and non-governmental organizations. The County has implemented and institutionalized processes, procedures, and plans for its JIS when the Emergency Operations Center is activated.

The Town's PIO will coordinate with the County JIC when it is activated.

VIII. POLICIES AND PROTOCOLS

a. Municipal Resources

The Town of Fort Myers Beach has limited resources and facilities. During a disaster, the use of Town facilities, personnel, equipment, and supplies will be consistent with the policies, protocols and operational concepts defined in this plan. The Town shall exhaust all locally available resources prior to requesting emergency assistance from other jurisdictions or higher levels of government. This includes the use of resources available through existing mutual aid agreements and pre-emergency contracts with other outside organizations.

b. Direction and Control

The form of government in the Town of Fort Myers Beach is the "Council- Manager" form of government. The Town Manager is the executive and administrative head of the Town, appointed by and answerable to the Town Council elected. As such, the Town Manager has responsibility for the direction of all Town employees and departments and administers Town contracts. In an emergency, the Town Manager shall serve as the Emergency Manager and Incident Commander with the authority to undertake whatever actions are necessary to protect lives, property and to delegate executive authority for all or some emergency operations.

c. Continuity of Government

The line of succession for the Town Manager's emergency powers under this Comprehensive Emergency Management Plan shall be as follows: 1) Deputy Town Manager, 2) Emergency Services Director. The Town Manager may order special temporary personnel assignments that require individuals to work outside their regular department or job classifications. The Town Manager may also call upon contractors to assist with preparations for and response and services during and/or after the emergency. In accordance with the Town Charter the line of succession for the position of Mayor shall be assumed by the Vice-Mayor and the Council vacancy thus created fulfilled by an interim appointment under the provisions of the Town charter. If the Vice-Mayor is incapacitated and circumstances are such (ex. widespread disaster) that the Town Council cannot meet and act, the Governor may appoint a temporary replacement for the Mayor.

The lines of succession for each Town department shall be in accordance with the established SOPs of individual departments as approved by the Town Manager.

d. Leadership for Management of Municipal Emergency Operations

Due to the time-sensitive constraints of life-safety decisions during times of emergencies, it is essential that decision making authority be clearly defined. Pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes, a Declaration of Local State of Emergency may be issued due to known or anticipated conditions affecting the Town, including, but not limited to the following:

- An incident occurs within the municipal boundaries and resource requirements extend beyond normal response capability.
- Protection of the health and safety of large numbers of people will require protective actions including, but not limited to: voluntary or mandatory evacuation, sheltering-in- place procedures for large areas of the Town, quarantine or isolation of a significant number of contaminated or infected individuals, and/or distribution of pharmaceuticals for mandatory public use.
- It is determined that emergency ordinances or regulations need to be promulgated by the Town, including imposition of a curfew and/or temporary prohibition on public entry to damaged parts of the Town.
- Declaration of a State of Emergency or Disaster by higher levels of government for an area encompassing or adjacent to the Town.

Under Section 252.38(3)(a)5, Florida Statutes, "the duration of each state of emergency declared locally is limited to 7 days; it may be extended, as necessary, in 7-day increments. Further, the political subdivision has the power and authority to waive the procedures and formalities otherwise required of the 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 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.
- Appropriation and expenditure of public funds.

When the circumstances warrant, the Mayor shall issue a Local State of Emergency. In his or her absence or incapacity, the Vice Mayor shall issue such a Declaration. In the event neither the Mayor nor the Vice Mayor is available, the Town Manager may issue such a declaration. Such a declaration is NOT necessary, however, for the Town Manager to activate the Emergency Operations Center.

In all cases, as soon as possible after the Declaration, the Town Manager will notify Lee County officials and the State of Florida of the executed Declaration.

The Lee County Board of County Commissioners, the Governor of the State of Florida, and the President of the United States may also declare a State of Emergency for areas which may include Fort Myers Beach and other geographic areas. These States of Emergency may impact the Town of Fort Myers Beach. When any of these levels of government declare a State of Emergency which includes Fort Myers Beach, the Town will also declare a State of Emergency to

legally indicate that the Town is activating its Comprehensive Emergency Management Plan and employing all emergency powers necessary to protect the safety of its citizens and property.

The Town of Fort Myers Beach may order evacuations, sheltering-in-place, quarantines, curfews, and other protective actions when public safety is threatened by a natural, technological, or man-made disaster event within the boundaries of the Town. Lee County and the State of Florida may also order mandatory evacuations, quarantines, isolation orders, and establish curfews in compliance with laws and regulations. In consultation with the Lee County EOC, the LCSO, and the FMBFCD, the appropriate instructions will be disseminated to the public.

e. Passage of Emergency Ordinances and Regulations

As indicated by the conditions following the Declaration of a Local State of Disaster by the Town, it may be necessary to promulgate temporary emergency ordinances or regulations. Promulgation of emergency ordinances will be done in accordance with local and State statutes.

f. Chain of Command for Town Emergency Operations

In accordance with NIMS, and dependent on the local or multi-jurisdictional nature of the emergency, the Incident Commander of the Town of Fort Myers Beach at the Emergency Operations Center or the Unified Command at the Lee EOC is in command and control of all operational activities associated with the disaster.

g. Financial and Resource Management

The purpose of this section is to establish guidelines and assign responsibilities to support the emergency payroll and procurement of goods and services needed by various departments under this CEMP. During an emergency, pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes a Declaration of Local State of Emergency may be issued. The processes and procedures for financial management will be compliant with Lee County, the State of Florida and the Federal government requirements to facilitate maximum opportunity for Federal disaster reimbursement under the Stafford Act.

h. Responsibility for Financial Management Operations

The Finance Director is responsible for the financial management operations. During a disaster, the Finance Director is responsible for complying with all fiscal policies and regulations, coordinating funding, and approving all incident expenses. It is the responsibility of the Finance Director to document and track all disaster-related expenditures for financial reimbursement.

The Finance Director is responsible for ensuring that the Accounting Manager, Budget Manager and other department staff are trained to perform all responsibilities associated with the financial management of all municipal funds during a large-scale disaster. This fiscal responsibility includes compliance with accounting principles, emergency procurement policies, regulatory requirements related to public assistance and established authority levels.

i. Pre-disaster Preparations for Financial Management

The Town will finance the immediate emergency response and recovery operations required by an event from the available funds within the current budget. If the Town qualifies for a Federal disaster declaration which includes public assistance funds, the Town will request post-disaster reimbursement for eligible expenditures. These procedures will enable the Town to continue fiscal management before, during and after a critical incident or emergency.

The Town of Fort Myers Beach has established an emergency preparedness fund which is funded to a level as approved by the Town Council. Sub-accounts will be established to reflect the reimbursement categories established by the FEMA Public Assistance program for the following activities:

- Debris removal
- Protective measures
- Roads, signs and bridges
- Water control facilities
- Buildings and equipment
- Public utilities
- Parks, recreation and other
- Monitoring firm

This emergency preparedness fund will be utilized during critical incidents and disasters by the Town Manager as authorized by the Town Council. This fund shall be used to categorize expenditures that affect departmental operations Town wide.

The Emergency Manager (Town Manager) will ensure that, during non-disaster times, staff members with emergency management assignments receive information and/or training regarding State and Federal requirements for documentation of emergency expenditures and operations. As necessary, following activation of the CEMP, the Logistics/Finance Section will be responsible for providing any additional information or guidance regarding financial documentation requirements.

IX. FINANCIAL MANAGEMENT PROCEDURES

Immediate Actions Needed for Authorization of Emergency Declaration

By the authority of Florida Statute 252.31-94.6 when a critical incident or disaster strikes, the Town of Fort Myers Beach will declare a local State of Emergency and will suspend its usual purchasing policies and procedures. To the greatest extent possible during the critical incident or emergency, prudent and sound business practices will continue to be observed, with every reasonable effort made to foster competition in procurement. If possible, persons responsible for procurement should solicit proposals from more than one vendor.

When a Local State of Emergency is declared and normal purchasing and contracting rules are suspended, it is incumbent upon the Town Manager/Emergency Manager to advise Town employees that emergency purchasing and contracting rules are in effect. The Finance/ Logistics Section shall immediately begin implementation of the emergency financial management tracking procedures.

a. Methods for Emergency Purchases

When a disaster strikes, the Operation and Planning Sections will determine what supplies or services are needed to immediately address the current and future incident objectives. The Logistics/Financial Section evaluates Town resource inventories to determine if goods are available in Town inventories and available to the Town before attempting to purchase the goods from an outside vendor or through existing contracts. Most purchases by the Logistics/Finance Section will be with vendors that the Town has an existing account and relationship with. If the cost of an item(s) exceeds \$10,000 or the vendor requires it, a Purchase Order will be issued.

b. Vendor Invoice Information Requirements

Regardless of the nature of the emergency, certain procurement requirements shall be observed. The supplier/contractor/vendor shall provide documentation of cost for goods and services as applicable to receive payment, including copies of time sheets of service providers indicating hours and location worked, description of services provided, listing of any billable materials and/or equipment utilized, and any available evidence that the service was actually performed such as photos or geo coordinate logs of equipment. The supplier/contractor/vendor shall have appropriate insurance/exemptions etc. submitted with invoices or on file with the Town. Supplier/contractor/vendor shall indicate the assigned Purchase Order (PO) number on their invoice for payment. The mission number will be at a minimum; the mission/assignment number as designated by the Town of Fort Myers Beach but may also include an additional mission/assignment number for the County and the State.

c. Resource Documentation Requirements

Individuals designated as the point of contact for purchasing and procurement in the Logistics/Finance Section are responsible for the emergency procurement of goods and services with existing vendors and for authorizing the issuance of emergency purchase orders, if necessary. Designees are responsible for maintaining a log of purchase orders issued and turning all documentation into the Finance Section Chief (Finance Director) at the shift change.

The appropriate ICS form will be completed for resource orders. Finance Section Chief will enter the purchase orders into a spreadsheet either manually or electronically to document the purchases and procurement. All documentation shall coincide with the PO number for the Town of Fort Myers Beach, and the Lee County and/or State purchase order number if applicable.

Each invoice or purchase order shall have the following information included in its hardcopy back-up when it is turned over to the Logistics/Finance Section Chief: name of person requesting resources, date and time of request, PO number for Town of Fort Myers Beach, and if applicable, Lee County and the State, description of resources procured, anticipated length of assignment that resources are needed, date and time of requested delivery, person assigned to accept delivery, location of delivery, cost per unit, special demobilization instructions, name of vendor taking request, vendor tax id number, and contact information.

d. Documentation of Personnel in Emergency Operations

Personnel utilized in emergency operations will keep detailed time sheets with their dates, times, and duties performed during emergency operations. Each day's notation shall include the following information: Individual authorizing emergency operations work for employee, date requested, mission/assignment number for the Town of Fort Myers Beach, County or State,

location employee worked, length of hours per day (including start and finish time), duties performed, and equipment used. As the Town of Fort Myers Beach utilizes employees and contractors, contractor timesheets are turned into the appropriate contractor directly. The timesheets will then be submitted by the contractor for invoicing and payment by the Town of Fort Myers Beach. Emergency pay measures that are implemented for an event will apply to all disasters, regardless of Federal Declaration. More information on emergency pay can be found in the Town's Employee Handbook. Final Disposition of Financial Documentation

The Finance Director shall be the person responsible for the final disposition of the documentation gathered under conditions of both Presidential-declared disasters and non-declared critical incidents and disasters. The final format will be hard-copy documentation with electronic copy backup, and the archives will be stored for a minimum of 3 years from the date of final payment, in the records storage area for the town. The documentation will be provided to Lee County and/or the State of Florida as requested in the format requested within an acceptable and customary time.

X. RESOURCE MANAGEMENT

The purpose of this section is to provide guidance and outline procedures for efficiently obtaining, managing, allocating, and monitoring the use of resources during critical incidents or disasters. Pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes, a Declaration of Local State of Emergency may be issued to expedite resource management activities.

Used in support of NIMS, the combination of facilities, equipment, personnel, procedures, communication, resources from local government as well as external agencies and non-governmental agencies may work together to coordinate the Town's response. Through this coordination and cooperation, any shortfalls the Town has will be noted for corrective action to overcome the shortfall.

a. Physical Resources

To meet the resource needs of emergency operations, the Town personnel and regular Town contract personnel should first exhaust local resource capabilities within existing inventories. Additional supplies and equipment required for emergency operations will generally be available from normal sources of supply. However, some established vendors may not be able to provide needed materials on an emergency basis or may become survivors of the emergency. Most, if not all resources, will come from contractors. Standby sources should be identified in advance and provisions should be made for arranging alternative sources of supply on an urgent need basis. While doing business, the Town routinely updates its inventory and available sources to include donations.

In accordance with the Statewide Mutual Aid Agreement, if all Town resources are exhausted, then the Logistics/Finance Section Chief (Finance Director) will make a request of the Lee County EOC for additional resources. If the County resources are exhausted, the County will make a request to the State for the resources. If the State's resources are exhausted, a request will be made to the Federal government. All resource requests to the County EOC shall be directed from the Logistics/Finance Section Chief to the Town of Fort Myers Beach Municipal

Liaison. A single point of contact should be maintained to avoid duplication of resource requests.

b. Resources by Municipal Agency or Municipal Contractor

The Town of Fort Myers Beach has limited available resources because most services are contracted to the private sector and County agencies. The agencies and organizations are requested to maintain inventories of personnel, equipment and supplies to provide this information routinely to the Town.

c. Classification of Physical Resources

The Town of Fort Myers Beach understands that the NIMS classification methodology is still under development. The Town is committed to continually monitoring the NIMS requirements and implementing them as appropriate within the Town. All Town resources, pursuant to the NIMS, are to be classified by kinds and types.

d. Inventories Accessed and Utilized

Town of Fort Myers Beach resources will be controlled by the Logistics/Finance Section Chief. The Chief shall monitor the inventories, locations, and assignments of all resources and monitor the deployment of any resources.

e. Private Vendor, Mutual Aid, or Volunteer Resources

The Town will work to exhaust all local resources before requesting any resources from the County EOC. The protocol to procure additional resources are as follows: activate and direct deployment of additional local resources to the incident site(s); request mutual aid assistance from existing jurisdictions who have entered a Mutual Aid Agreement; purchase, rent, or lease supplies and equipment; obtain donated resources from businesses, individuals, or volunteer groups; contract for necessary services to support emergency operations. The Town Manager/Emergency Manager shall consider the potential liabilities before accepting offers of donations of supplies, equipment or services or committing labor from individual or volunteer groups to emergency operations.

In order to account for and track donated resources, the Town will plan to implement the FDEM donated resources forms to document donated resources' labor, equipment, and materials. These forms include the Donated Resources Activity Report – Daily Log (F-ROCLOG- 11) and Donated Resources – Emergency Work Checklist (F-ROC-CHE-004) and their updated versions as they become available. Town department supervisors or designees will review and approve F-ROC forms for accuracy and completeness within seven days of receipt. Completed records will be transmitted to the Town's assigned grant manager every Friday for processing and integration into centralized reports.

f. Tracking Procedures for all Resources

The Finance Director is responsible for the management of all resources in support of the current incident objectives, except for resources committed to debris management, debris monitoring, clearance, and removal.

Deployment and tracking of resources committed to debris management are the Operations Section Chief (Public Works Director)'s responsibility in accordance with the FEMA approved Debris Management Plan.

In compliance with the resource management procedures outlined above, the Planning Section Chief will track resource needs and assign a mission number. The mission number may be assigned by the Unified Command. The Planning Section Chief will complete the appropriate form(s) detailing the following information for resource/equipment check-in including:

- Requesting entity
- Brief statement of need
- Originating entity
- Method of delivery and location of delivery
- Associated expendable resources
- Anticipated duration
- Funding
- Any other required information

All resources that are the property of the Town of Fort Myers Beach will be inventoried and identified by their property control number as assigned by the Town. Resources will be logged onto a spreadsheet controlled by the Logistics Section, noting item, deployment, time out and expected return and any other pertinent information. The Town of Fort Myers Beach now has access to emergency management software, Web EOC, through Lee County.

g. Protocols for Resources

The deployment of resources and personnel shall be in accordance with established plans and procedures that provide assurance that Town resources, both owned and contracted, shall not be deployed without the specific approval of official resource coordination processes. When the EOC is activated, the Logistics/Finance Section Chief shall approve all personnel and equipment deployments as directed by the FMB EM. To ensure the appropriate management and demobilization of personnel, supplies and equipment, the Logistics/Finance Section Chief will work cooperatively with the Operations and Planning Sections Chiefs to develop a demobilization plan. The Statewide Mutual Aid Agreement addresses the issues pertaining to the appropriate management of resources up to and including return to the original agency. The Statewide Mutual Aid Agreement also details the requirements associated with general responsibility for payment and/or reimbursement of resources acquired through mutual aid.

h. Personnel Resources

All Town departments are required to have emergency personnel assigned in case of critical incidents or disasters. The FMB EM will identify and coordinate the placement of Town employees that may be reassigned to temporary emergency duties should a critical incident or disaster impact the Town. If the required skills and/or expertise are not available within the pool of existing Town employees, the FMB EM will approve the temporary workers.

Rosters of personnel working for the Town of Fort Myers Beach daily in emergency operations will be maintained by the immediate supervisor of the that temporary worker, and copies of that information will be relayed verbally or in writing to the Operations Section Chief at least twice a day on an appropriate ICS form. (A final hardcopy or electronic copy of the day's roster will be

sent to the Operations Section Chief at the beginning of the shift change and at the end of the shift change). All workers shall sign-in or check in with the Planning Section and their immediate supervisor and receive a mission/assignment number, again noted on the ICS form. A log of each employee and/or contractor checking in and out shall be maintained to verify their presence. This log shall be submitted to the Finance Director. The log will become an important means of verifying that contractors were present and performing the work they will later invoicing us for.

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ANNEX A: ACRONYMS

ALT	Alternative
ARC	American Red Cross
ARES	Amateur Radio Emergency Services
CAP	Civil Air Patrol
CBRNE	Chemical, Biological, Radiological, Nuclear, Explosive
CEMP	Comprehensive Emergency Management Plan
CERT	Community Emergency Response Team
CIC	Citizen Information Center
COG	Continuity of Government Plan
COOP	Continuity of Operations Plan
CPA	Closest Point of Approach
CPG	Comprehensive Preparedness Guide
CRS	Community Rating System
DFO	Disaster Field Office, (FEMA)
DHS	Department of Homeland Security
DDIR	Detailed Damage Inspection Reports
DMAT	Disaster Medical Assistance Team
DMORT	Disaster Mortuary Operational Response Team
DPW	Department of Public Works
DRC	Disaster Recovery Center
DRFA	Disaster Relief Funding Agreement
DSR	Damage Survey Report

EAS	Emergency Alert System
EM	Emergency Management
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EPG	Executive Policy Group
EPZ	Emergency Planning Zone
ESATCOM	Emergency Satellite Communications
ESF	Emergency Support Function
FDEM	Florida Department of Emergency Management
FDLE	Florida Department of Law Enforcement
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FMB	Fort Myers Beach
FMBFCD	Fort Myers Beach Fire Control District (FMBFCD)
FS	Florida Statutes
GAR	Governor's Authorized Representative
GIS	Geographical Information System
HAZMAT	Hazardous Material
HM	Hazard Mitigation
HSPD	Homeland Security Presidential Directive
IA	Individual Assistance
IAP	Incident Action Plan
IC	Incident Commander
ICS	Incident Command System

ICP	Incident Command Post
IMT	Incident Management Team
JIC	Joint Information Center
LCPS	Lee County Public Schools
LCSO	Lee County Sheriff's Office
LPG	Liquid Petroleum Gas
MACS	Multiagency Coordination System
MARS	Military Affiliate Radio System
MOA	Memorandum of Agreement
NDMS	National Disaster Medical System
NDRF	National Disaster Recovery Framework
NETC	National Emergency Training Center
NFIP	National Flood Insurance Program
NOAA	National Oceanographic and Atmospheric Administration
NRF	National Response Framework
NRP	National Response Plan
NWSFO	National Weather Service Forecast Office
PA	Public Assistance
PDA	Preliminary Damage Assessments
PIO	Public Information Officer
PL	Public Law
PRI	Primary
PSA	Public Safety Announcement
PW	Project Worksheet

RACES	Radio Amateur Civil Emergency Service
RDSTF	Regional Domestic Security Task Force
RIAT	Rapid Impact Assessment Team
RRT	Rapid Response Team
SAA	State Administrative Agency
SAR	Search and Rescue
SCO	State Coordinating Officer
SEOC	State Emergency Operations Center
SERT	State Emergency Response Team
SITREP	Situation Report
SLOSH	Sea, Lake, Overland Surge from Hurricanes
SOG	Standard Operating Guide
SOP	Standard Operating Procedure
TDS	Time Delineation Schedule
TH	Temporary Housing
TTY	Teletype
UASI	Urban Area Security Initiative
VOAD	Voluntary Organizations Assisting in Disaster
WMD	Weapon of Mass Destruction

ANNEX B: DEFINITIONS

All-Hazards: An approach for prevention, mitigation, preparedness, response, continuity, and recovery that addresses a full range of threats and hazards, including natural, human-caused, and technology-caused.

Disaster/Emergency Management: An ongoing process to prevent, mitigate, prepare for, respond to, maintain continuity during, and to recover from, an incident that threatens life, property, operations, or the environment.

Emergency Manager: Appointed by the Town Manager and authorized to develop, implement, administer, evaluate, and maintain the CEMP program. Emergency Management Department (EMD): The Town Office of Emergency Management (EM) will reside within Fort Myers Beach Fire Rescue Department and have primary responsibility for the Town Emergency Management Program, as directed by the Town Manager.

Essential Employee: Those employees designated by their department heads as such because their work directly supports efforts to maintain or restore public safety and/or essential Town services and include, but may not be limited to, Public Safety (law enforcement & fire rescue), Public Works, Town Clerk's Office, Planning and Development Services Department, Building Department, Finance and Administration Department, Information Technology, Cultural Parks and Recreation and the Town Incident Management Team as defined by the Town CEMP. Essential Employees shall be required to remain at work or be available to report to work to ensure that identified critical functions continue during an emergency or when the Town has closed or suspended operations (e.g. power outage, inclement weather, hurricane, etc).

Non-Essential Employee: An employee who is not necessary to the emergency service function of his or her department and is not required to report to work.

Executive Policy Group (EPG): The Executive Policy Group (EPG) is comprised of the following officials: Mayor, Town Manager, Town Attorney (optional), Fire Chief / Emergency Manager, MCSO / District Commander and/or other officials as deemed necessary.

Forward Operating Base (FOB): A facility positioned closer to an incident area than the primary command center, used to extend command, control, and coordination capabilities into the affected area. The Fort Myers Beach EOC at Town Hall functions as a FOB for the Lee County EOC, providing local situational awareness, resource coordination, and operational support to the Unified Command while the Lee County EOC retains overall incident command authority.

Incident Action Plan: A verbal plan, written plan, or combination of both that is updated throughout the incident and reflects the overall incident strategy, tactics, risk management, and member safety requirements developed by the incident commander.

Incident Commander (IC): The person responsible for all field aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The incident commander sets priorities and defines the organization of the incident response teams and the overall incident action plan.

Incident Command System (ICS): ICS is normally structured to facilitate activities in five major functional areas: command, operations, planning, logistics, and finance/administration. In some circumstances, intelligence and investigations may be added as a sixth functional area.

Incident Manager (IM): The individual authorized to direct and control the Town emergency and disaster response and recovery, by way of the Town Emergency Operation Center and Town EOC IMT. The Town EOC Incident Manager is not to be confused with any on-scene or field IMT Incident Commanders, where necessary.

Incident Management System (IMS): The combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure and designed to aid in the management of resources during incidents.

Incident Management Team (IMT): The Town IMT is comprised of the following: Incident Manager/Commander, Operations Section Chief, Planning Section Chief, Logistics Section Chief, Finance/Admin. Section Chief, and applicable Command Staff of Safety, Liaison and Public information Officer. Additional units may be activated by the IMT as needed.

Incident Action Plan (IAP): The IAP ensures that everyone is working in concert toward the same goals set for that operational period by providing all incident supervisory personnel with direction for actions to be taken during the operational period identified in the plan. IAPs provide a coherent means of communicating the overall incident objectives for both operational and support activities. They include measurable strategic objectives to be achieved in a time frame called an Operational Period. They may be verbal or written except for hazardous material incidents, which must be written, and are prepared by the Planning Section.

Major Hurricane or Tropical Cyclone (Cat 3, 4 or 5 hurricane): Category 3 or higher marks the point at which the National Hurricane Center classifies strong cyclone storms as major hurricanes. These storms can cause large loss of life and devastating and catastrophic property damage.

Multiagency Coordination System (MACS): The primary function of MACS is to coordinate activities above the field level and to prioritize the incident demands for critical or competing resources, thereby assisting the coordination of the operations in the field. MACS consist of a combination of elements: personnel, procedures, protocols, business practices, and communications integrated into a common system. For the purpose of coordinating resources and support between multiple jurisdictions, MACS can be implemented from a fixed facility or by other arrangements outlined

within the system. Examples of multiagency coordination include a state or county emergency operations centers.

National Incident Management System (NIMS): NIMS is a comprehensive, national approach to incident management that is applicable at all jurisdictional levels and across functional disciplines. NIMS enables us to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS works hand in hand with the National Response Framework (NRF) - NIMS provides the template for the management of incidents, while the NRF provides the structure and mechanisms for national level policy for incident management.

Preparedness: Ongoing activities, tasks, and systems to develop, implement, and maintain the program capabilities.

Prevention: Activities to avoid or stop an incident from occurring.

Recovery: Activities and programs designed to return conditions to a level that is acceptable to the entity.

Resource Management: A system for identifying available resources to enable timely access to resources needed to prevent, mitigate, prepare for, respond to, maintain continuity during, or recover from an incident.

Response: Immediate and ongoing activities, tasks, programs, and systems to manage the effects of an incident that threatens life, property, operations, or the environment.

Standard Operating Procedures (SOPs): SOPs that are not contained in this plan, but are developed for each EOC/IMT position and are essential to the implementation of this document.

Copies of all EOC/IMT position SOPs are kept for reference at the Town Emergency Operations Center.

Unified Command: Unified command is an important element in multijurisdictional or multiagency incident management. It provides guidelines to enable agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively. As a team effort, unified command allows all agencies with jurisdictional authority or functional responsibility for the incident to jointly provide management direction to an incident through a common set of incident objectives and strategies and a single Incident Action Plan. Each participating agency maintains its authority, responsibility, and accountability.

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ANNEX C: RE-ENTRY PLAN

DRAFT

ANNEX D: HURRICANE PREPARATION ACTION PLAN

DRAFT

1. **Request:**

Meeting Date: August 24, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE RENEWAL OF CIGNA FOR MEDICAL INSURANCE, THE RENEWAL OF SUPPLEMENTAL INSURANCES THROUGH THE STANDARD AND TRANSFERRING DENTAL AND VISION INSURANCE COVERAGE TO CIGNA FOR FISCAL YEAR 2026–2027; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The Town must renew their insurance plans on an annual basis.

What the action accomplishes:

Secures health insurance plans for Town employees.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Strategic Plan Goal:**

Not Applicable

5. **Background:**

The Town's current medical coverage is provided through Cigna while dental, vision, life, STD, & LTD is through the Standard. The current increase from Cigna for medical coverage represents 11% or \$140,986. Should the Town elect to switch providers for dental & vision insurance coverage to Cigna, Cigna offered a 1.1% discount on the overall increase down to 9.9% or \$126,903 which is a net savings of 1.1% or \$14,083. Additionally, transferring vision coverage through Cigna would see a 1.7% reduction or \$123.00 in annual premium (\$7,022 annually) and dental coverage would renew flat with no increase (\$51,708 annually).

After a comprehensive review, Human Resources, through the Town Manager, recommends that the Town renew the medical coverage with Cigna and transfer dental and vision coverage from The Standard to Cigna to capture this savings and improve employee experience and access to care.

This item is being presented at this time to allow the Town to hold open enrollment in September and ensure employees have uninterrupted access to care effective October 1, 2026. Final plan structure, coverage, and rates remain subject to final budget adoption and may change.

Attachments:

1. NS 26-175, Health Insurance Renewal Resolution FINAL (1)
2. 072226 - FMB - 2026-2027 Executive Summary (002)
3. 100126 - FMB - 2026-2027 RFP and Renewal Evaluation (003)

Financial Impact:

Medical coverage with Cigna renews at an 11.0% increase (\$140,986) on a stand-alone basis. Bundling dental and vision with Cigna reduces this to 9.9% (\$126,903), a savings of \$14,083. Dental renews flat (\$51,708, no change), and vision decreases by \$123 (1.7%) annually. Life, STD, LTD, and EAP renew with no cost increase. Combining all lines of coverage, the Town's total annual premium increases from \$1,401,841 to \$1,528,621 (\$126,779 (9.0%)) under the

recommended action. Of this, \$110,102 (9.0%) is the Town's employer-paid share and \$16,677 (9.2%) is the employee-paid share collected through payroll contributions.

Funding for the Town's employer-paid share is anticipated to be included in the FY 2026-2027 budget and is subject to final budget adoption.

6. **Alternative Action**

Renew medical coverage with Cigna at the 11.0% increase while retaining the current dental, vision, life, STD, and LTD coverage with The Standard, or take no action, in which case the Town would lose medical coverage effective October 1, 2026.

7. **Management Recommendations:**

Approves the renewal as recommended to capture the savings and improve service and access for Town employees.

8. **Recommended Approval:**

Shelby Arment, HR Generalist
Talissa Oliveira, Human Resources Director
Carolyn Luomala, Acting Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 8/7/2026
Approved - 8/7/2026
Approved - 8/7/2026
Approved - 8/11/2026
Approved - 8/12/2026
Final Approval - 8/12/2026

RESOLUTION NUMBER 26-175

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE RENEWAL OF CIGNA FOR MEDICAL INSURANCE, THE RENEWAL OF SUPPLEMENTAL INSURANCES THROUGH THE STANDARD AND TRANSFERRING DENTAL AND VISION INSURANCE COVERAGE TO CIGNA FOR FISCAL YEAR 2026–2027; 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 of Fort Myers Beach, Florida (the “Town”) must renew their health and supplemental insurance plans on an annual basis; and

WHEREAS, the Town’s current medical coverage is provided through Cigna while dental, vision, life, STD, & LTD is covered through The Standard. The current increase received from Cigna for medical coverage represents 11% or \$140,986. Should the Town elect to switch providers for dental & vision to Cigna, Cigna is offering a 1.1% discount on the overall increase down to 9.9% or \$126, 903 which is a net savings of 1.1% or \$14,083. Additionally, vision coverage through Cigna would see a 1.7% reduction or \$123.00 in annual premium (\$7,022 annually) and dental coverage would renew flat with no increase (\$51,708 annually); and

WHEREAS, after a comprehensive review, Human Resources, through the Town Manager, recommends that the Town renew the medical coverage with Cigna in addition to transferring dental and vision coverage from The Standard to Cigna to capture the savings and improve employee experience and access to care; and

WHEREAS, the Town Council desires to authorize the Town Manager or designee to execute and deliver all documents necessary to complete the transitions 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 directs the Town Manager to proceed with all actions necessary to renew the Town’s medical insurance with Cigna, to renew

the Town's supplemental insurance coverage through The Standard and to transition dental, and vision insurance coverage to Cigna, effective October 1, 2026.

Section 3. That Town Manager William McKannay or his designee is authorized to execute and deliver any documents necessary to complete the transitions 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	_____
Rabecca Link, Council Member	_____
John McLan, Council Member	_____

ADOPTED this 24th 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 Ft Myers Beach

Executive Cost Summary - Total Medical Rates are Estimated (1% Bundle Discount)

Effective Date: October 1, 2026

		CURRENT				RENEWAL				RENEWAL		
		2025-2026				2026-2027				2026-2027		
		Cigna				Cigna				Per Pay (26)		
Medical		Total	Employer	ER %	Employee	Est. Total	Employer	ER %	Employee	Employer	Employee	EE Chg. Amt
Employee Only	50	\$1,108.52	\$1,108.52	100%	\$0.00	\$1,218.28	\$1,218.28	100%	\$0.00	\$562.28	\$0.00	\$0.00
Employee + Spouse	10	\$2,372.24	\$1,740.38	73%	\$631.86	\$2,607.12	\$1,912.70	73%	\$694.42	\$882.78	\$320.50	\$28.87
Employee + Child(ren)	7	\$2,050.77	\$1,579.65	77%	\$471.13	\$2,253.82	\$1,736.05	77%	\$517.77	\$801.25	\$238.97	\$21.53
Employee + Family	4	\$3,325.57	\$2,217.05	67%	\$1,108.53	\$3,654.84	\$2,436.56	67%	\$1,218.28	\$1,124.57	\$562.28	\$50.65
MONTHLY PREMIUM	71	\$106,806	\$92,755		\$14,051	\$117,381	\$101,940		\$15,442			
ANNUAL PREMIUM		\$1,281,673	\$1,113,066	87%	\$168,607	\$1,408,576	\$1,223,275	87%	\$185,301			
\$ CHANGE		-	-		-	\$126,903	\$110,209		\$16,694			
% CHANGE		-	-		-	9.9%	9.9%		9.9%			
Dental		Standard				Cigna				Per Pay (26)		
DPPO		Total	Employer	ER %	Employee	Total	Employer	ER %	Employee	Employer	Employee	EE Chg. Amt
Employee Only	51	\$33.00	\$33.00	100%	\$0.00	\$33.00	\$33.00	100%	\$0.00	\$15.23	\$0.00	\$0.00
Employee + Spouse	11	\$92.00	\$62.50	68%	\$29.50	\$92.00	\$62.50	68%	\$29.50	\$28.85	\$13.62	\$0.00
Employee + Child(ren)	6	\$94.00	\$63.50	68%	\$30.50	\$94.00	\$63.50	68%	\$30.50	\$29.31	\$14.08	\$0.00
Employee + Family	7	\$150.00	\$91.50	61%	\$58.50	\$150.00	\$91.50	61%	\$58.50	\$42.23	\$27.00	\$0.00
MONTHLY COST	75	\$4,309	\$3,392		\$917	\$4,309	\$3,392		\$917			
ANNUAL COST		\$51,708	\$40,704	79%	\$11,004	\$51,708	\$40,704	79%	\$11,004			
\$ CHANGE		-	-		-	\$0	\$0		\$0			
% CHANGE		-	-		-	0.0%	0.0%		0.0%			
Vision		Standard/VSP				Cigna				Per Pay (26)		
		Total	Employer	ER %	Employee	Total	Employer	ER %	Employee	Employer	Employee	EE Chg. Amt
Employee Only	50	\$5.68	\$5.68	100%	\$0.00	\$5.58	\$5.58	100%	\$0.00	\$2.58	\$0.00	\$0.00
Employee + Spouse	12	\$10.18	\$7.93	78%	\$2.25	\$10.01	\$7.80	78%	\$2.22	\$3.60	\$1.02	-\$0.02
Employee + Child(ren)	6	\$10.34	\$8.01	77%	\$2.33	\$10.16	\$7.87	77%	\$2.29	\$3.63	\$1.06	-\$0.02
Employee + Family	7	\$18.18	\$11.93	66%	\$6.25	\$17.87	\$11.73	66%	\$6.15	\$5.41	\$2.84	-\$0.05
MONTHLY COST	75	\$595	\$511		\$85	\$585	\$502		\$83			
ANNUAL COST		\$7,146	\$6,129	86%	\$1,017	\$7,022	\$6,022	86%				
\$ CHANGE		-	-		-	-\$123	-\$107		-\$1,017			
% CHANGE		-	-		-	-1.7%	-1.7%		-100.0%			
Basic Life and AD&D		Standard				Standard						
		Total	Employer	ER %	Employee	Total	Employer	ER %	Employee			
Benefits Volume		\$7,409,800	\$7,409,800		\$0	\$7,409,800	\$7,409,800		\$0.00	-	-	-
Life		\$0.210	\$0.210	100%	\$0.00	\$0.210	\$0.210	100%	\$0.00	-	-	-
AD&D		\$0.020	\$0.020	100%	\$0.00	\$0.020	\$0.020	100%	\$0.00	-	-	-
MONTHLY COST		\$1,704	\$1,704		\$0	\$1,704	\$1,704		\$0			
ANNUAL COST		\$20,451	\$20,451		\$0	\$20,451	\$20,451		\$0			
\$ CHANGE		-	-		-	\$0	\$0		\$0			
% CHANGE		-	-		-	0.0%	0.0%		0.0%			

Town of Ft Myers Beach
Executive Cost Summary - **Total Medical Rates are Estimated (1% Bundle Discount)**
Effective Date: October 1, 2026

CURRENT					RENEWAL				RENEWAL		
Short Term Disability	2025-2026 Standard				2026-2027 Standard				2026-2027		
	Total	Employer	ER %	Employee	Total	Employer	ER %	Employee			
Benefits Volume	\$48,242	\$48,242		\$0	\$48,242	\$48,242		\$0	-	-	-
LTD	\$0.430	\$0.430	100%	\$0.00	\$0.430	\$0.430	100%	\$0.00	-	-	-
MONTHLY COST	\$2,074	\$2,074		\$0	\$2,074	\$2,074		\$0			
ANNUAL COST	\$24,893	\$24,893		\$0	\$24,893	\$24,893		\$0			
\$ CHANGE	-	-		-	\$0	\$0		\$0			
% CHANGE	-	-		-	0.0%	0.0%		0.0%			
Long-Term Disability	Standard				Standard						
	Total	Employer	ER %	Employee	Total	Employer	ER %	Employee			
Benefits Volume	\$373,166	\$373,166		\$0.00	\$373,166	\$373,166		\$0.00	-	-	-
LTD	\$0.350	\$0.350	100%	\$0.00	\$0.350	\$0.350	100%	\$0.00	-	-	-
MONTHLY COST	\$1,306	\$1,306		\$0	\$1,306	\$1,306		\$0			
ANNUAL COST	\$15,673	\$15,673		\$0	\$15,673	\$15,673		\$0			
\$ CHANGE	-	-		-	\$0	\$0		\$0			
% CHANGE	-	-		-	0.0%	0.0%		0.0%			
EAP	Standard				Standard				Per Pay (26)		
	Total	Employer	ER %	Employee	Total	Employer	ER %	Employee	Employer	Employee	EE Chg. Amt
PEPM 71	\$0.35	\$0.35	0%	\$0.00	\$0.35	\$0.35	100%	\$0.00	\$0.16	\$0.00	\$0.00
MONTHLY COST	\$25	\$25		\$0	\$25	\$25		\$0			
ANNUAL COST	\$298	\$298		\$0	\$298	\$298		\$0			
\$ CHANGE	-	-		-	\$0	\$0		\$0			
% CHANGE	-	-		-	0.0%	0.0%		0.0%			
SUMMARY	Total	Employer		Employee	Total	Employer		Employee			
TOTAL MONTHLY PREMIUM	\$116,820	\$101,768	87%	\$15,052	\$127,385	\$110,943	87%	\$16,442			
TOTAL ANNUAL PREMIUM	\$1,401,841	\$1,221,214		\$180,628	\$1,528,621	\$1,331,316		\$197,305			
\$ CHANGE	-	-		-	\$126,779	\$110,102		\$16,677			
% CHANGE	-	-		-	9.0%	9.0%		9.2%			

Town of Fort Myers Beach
Medical Insurance Evaluation
Effective Date: October 1, 2026

2025-2026

2026-2027

SCHEDULE OF BENEFITS		Cigna Open Access Plus		Cigna Open Access Plus	
Deductible (Calendar Year)		In Network	Out of Network	In Network	Out of Network
Single		\$250	\$1,000	\$250	\$1,000
Family		\$750	\$3,000	\$750	\$3,000
Out of Pocket Maximum		Includes CYD, Coins, and Copays		Includes CYD, Coins, and Copays	
Single		\$3,000	\$6,000	\$3,000	\$6,000
Family		\$6,000	\$12,000	\$6,000	\$12,000
Coinsurance (Member)		0%	50%	0%	50%
Non-Hospital Services					
Primary Care Physician		\$20	CYD + 50%	\$20	CYD + 50%
Specialist Physician		\$45	CYD + 50%	\$45	CYD + 50%
Preventive Services		Covered 100%	CYD + 50%	Covered 100%	CYD + 50%
Independent Clinical Lab		Covered 100%	CYD + 50%	Covered 100%	CYD + 50%
Independent Diagnostic Testing Center		Covered 100%	CYD + 50%	Covered 100%	CYD + 50%
Advanced Imaging		\$200	CYD + 50%	\$200	CYD + 50%
Urgent Care Center		\$50	\$100	\$50	\$100
Hospital Services					
Inpatient Hospital		\$700	CYD + 50%	\$700	CYD + 50%
Outpatient Hospital		\$300	CYD + 50%	\$300	CYD + 50%
Emergency Room			\$200		\$200
Physician Services at Hospital		CYD	CYD + 50%	CYD	CYD + 50%
Mental Health/Sub. Abuse					
Inpatient Hospital		Covered 100%	50%	Covered 100%	50%
Outpatient Services (Other)		Covered 100%	50%	Covered 100%	50%
Outpatient Services (Office Visit)		Covered 100%	50%	Covered 100%	50%
Retail Pharmacy Plan					
Tier 1		\$10		\$10	
Tier 2		\$30	50%	\$30	50%
Tier 3		\$50		\$50	
Mail Order (90-Day Supply)		2.5 x Retail	Not Covered	2.5 x Retail	Not Covered
Monthly Premium	EE			Renewal	Negotiated
Employee	50	\$1,108.52		\$1,269.26	\$1,230.46
Employee + Spouse	10	\$2,372.24		\$2,716.22	\$2,633.19
Employee + Child(ren)	7	\$2,050.77		\$2,348.13	\$2,276.35
Employee + Family	4	\$3,325.57		\$3,807.78	\$3,691.38
Monthly Premium	71	\$106,806		\$122,293	\$118,555
Annual Premium		\$1,281,673		\$1,467,519	\$1,422,658
\$ Increase/(Decrease)		N/A		\$185,846	\$140,986
% Increase/(Decrease)		N/A		14.5%	11.0%

*Includes \$10,000 Wellness Funds and \$2,000 OS Funds

*Includes \$10,000 Wellness Funds and \$2,000 OS Funds

**If dental is placed with Cigna, the medical renewal will reduce to a 9.9%.

**Town of Fort Myers Beach
Dental Insurance Evaluation
Effective Date: October 1, 2026**

		Current		Renewal		Alternative #1	
SCHEDULE OF BENEFITS		The Standard		The Standard		Cigna	
Plan Basics		In Network	Non Network	In Network	Non Network	In Network	Non Network
Calendar Year Maximum		\$2,000 + Rollover Benefit		\$2,000 + Rollover Benefit		\$2,000	
Deductible (Calendar Year) ¹							
Single		\$50	\$50	\$50	\$50	\$50	\$50
Family		\$150	\$150	\$150	\$150	\$150	\$150
Deductible Waived for Preventive Services and Orthodontia?		Yes	Yes	Yes	Yes	Yes	Yes
Benefits							
Preventive		100%	100%	100%	100%	100%	100%
Basic		90%	90%	90%	90%	90%	90%
Major		60%	60%	60%	60%	60%	60%
Orthodontia		50%	50%	50%	50%	50%	50%
Orthodontia Lifetime Maximum		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Ortho Coverage Applies to:		Child to age 19		Child to age 19		Child to age 26	
Service Information							
Out of Network Payable Level		90th U&C		90th U&C		90th U&C	
Waiting Period (Timely Entrants)		None		None		None	
Frequency of Exams		2 per year		2 per year		2 per year	
Frequency of Cleanings		2 per year		2 per year		2 per year	
Frequency of Full Mouth X-Rays		1 per 5 years		1 per 5 years		1 per 3 years	
Missing Tooth Clause		No		No		No	
Endodontics/Periodontics		Basic/Basic		Basic/Basic		Basic/Basic	
Implant Coverage (Major)		Major		Major		Major	
Rate Guarantee		Expires 9/30/2026		Expires 9/30/2027		Expires 9/30/2027	
Employee	51	\$33.00		\$33.00		\$33.00	
Employee + Spouse	11	\$92.00		\$92.00		\$92.00	
Employee + Child(ren)	6	\$94.00		\$94.00		\$94.00	
Employee + Family	7	\$150.00		\$150.00		\$150.00	
Monthly Premium	75	\$4,309		\$4,309		\$4,309	
Annual Premium		\$51,708		\$51,708		\$51,708	
\$ Increase/(Decrease)		N/A		\$0		\$0	
% Increase/(Decrease)		N/A		0.0%		0.0%	

¹ Deductible applies to Basic and Major services only.

Town of Fort Myers Beach
Vision Insurance Evaluation
Effective Date: October 1, 2026

SCHEDULE OF BENEFITS	Current		Renewal		Alternative #1	
	The Standard VSP Choice		The Standard VSP Choice		Cigna EyeMed	
	In Network	Non Network	In Network	Non Network	In Network	Non Network
Exam	\$10	Up to \$45	\$10	Up to \$45	\$10	Up to \$45
Materials	\$0	Varies	\$0	Varies	\$0	Varies
Frequency						
Exam	12 Months		12 Months		12 Months	
Lenses	12 Months		12 Months		12 Months	
Frames	24 Months		24 Months		24 Months	
Eyeglasses	Copay/Allowance	Reimbursement	Copay/Allowance	Reimbursement	Copay/Allowance	Reimbursement
Single Lenses	Covered 100%	Up to \$30	Covered 100%	Up to \$30	Covered 100%	Up to \$32
Bifocal Lenses	Covered 100%	Up to \$50	Covered 100%	Up to \$50	Covered 100%	Up to \$55
Trifocal Lenses	Covered 100%	Up to \$65	Covered 100%	Up to \$65	Covered 100%	Up to \$65
Lenticular	Covered 100%	Up to \$100	Covered 100%	Up to \$100	Covered 100%	Up to \$80
Frames	\$150 Allowance* + 20% off remaining balance	Up to \$70	\$150 Allowance* + 20% off remaining balance	Up to \$70	\$150 Allowance* + 20% off remaining balance	Up to \$83
Contact Lenses	in lieu of lens/frame		in lieu of lens/frame		in lieu of lens/frame	
Contact Lenses (Conventional)	\$150 Allowance	Up to \$120	\$150 Allowance	Up to \$120	\$150 Allowance + 15% off remaining balance	Up to \$120
Contact Lenses (Disposable)	\$150 Allowance	Up to \$120	\$150 Allowance	Up to \$120	\$150 Allowance	Up to \$120
Contact Lenses (Medically Necessary)	Covered 100%	Up to \$210	Covered 100%	Up to \$210	Covered 100%	Up to \$210
Additional Benefits						
Lasik Discount	Up to 15% off national average	Not Covered	Up to 15% off national average	Not Covered	Up to \$1,000 off	Not Covered
Rate Guarantee	Expires 9/30/2027		Expires 9/30/2027		Expires 9/30/2028	
Employee Only 50	\$5.68		\$5.68		\$5.58	
Employee + Spouse 12	\$10.18		\$10.18		\$10.01	
Employee + Child(ren) 6	\$10.34		\$10.34		\$10.16	
Employee + Family 7	\$18.18		\$18.18		\$17.87	
Monthly Premium 75	\$595		\$595		\$585	
Annual Premium	\$7,146		\$7,146		\$7,022	
\$ Increase/(Decrease)	N/A		\$0		-\$123	
% Increase/(Decrease)	N/A		0.0%		-1.7%	

*Costco and Walmart wholesale equivalent is \$80.

*Costco wholesale equivalent is \$100.

Town of Fort Myers Beach
Basic Life Insurance Evaluation
Effective Date: October 1, 2026

	2025-2026	2026-2027
	The Standard	The Standard
Life and AD&D Benefit:		
All Active Full-Time Employees	1.5 × annual earnings, multiplied first, rounded to the next higher \$1,000, then add \$10,000. Max of \$300,000	1.5 × annual earnings, multiplied first, rounded to the next higher \$1,000, then add \$10,000. Max of \$300,000
AD&D	Equal to the amount of basic life insurance selected	Equal to the amount of basic life insurance selected
Eligibility	All active full-time employees working a minimum of 40 hours per week	All active full-time employees working a minimum of 40 hours per week
Waiting Period	Hired before the 15th: first day of the month following employee's date of hire Hired on or after the 15th: first day of the second month following the employee's date of employment	Hired before the 15th: first day of the month following employee's date of hire Hired on or after the 15th: first day of the second month following the employee's date of employment
Features:	Reduced to	Reduced to
Age Reductions	Age 65-69: 65% Age 70-74: 40% Age 75-79: 25% Age 80+: 10%	Age 65-69: 65% Age 70-74: 40% Age 75-79: 25% Age 80+: 10%
Guarantee Issue Amount	All	All
Waiver of Premium	Yes	Yes
Accelerated Benefit	Yes; Up to 80% of Life Benefit (Basic and Supplemental Life Combined) to a max of \$500,000; percentage calculation varies based on age, gender, expected future premiums, and the insured's life expectancy	Yes; Up to 80% of Life Benefit (Basic and Supplemental Life Combined) to a max of \$500,000; percentage calculation varies based on age, gender, expected future premiums, and the insured's life expectancy
Rate Guarantee	Expires 9/30/2028	Expires 9/30/2028
Estimated Volume	\$7,409,800	\$7,409,800
Basic Term Life Rate / \$1,000	\$0.210	\$0.210
AD&D Rate / \$1,000	\$0.020	\$0.020
Total Rate / \$1,000	\$0.230	\$0.230
Monthly Premium (Actives & Retirees)	\$1,704	\$1,704
Annual Premium (Actives & Retirees)	\$20,451	\$20,451
\$ Increase / Decrease	N/A	\$0
% Increase / Decrease	N/A	0.0%

Town of Fort Myers Beach
Voluntary Life Evaluation
Effective Date: October 1, 2026

	2025-2026		2026-2027	
	The Standard		The Standard	
Benefit:				
All Active Full-Time Employees	Increments of \$10k, subject to a maximum of \$500k		Increments of \$10k, subject to a maximum of \$500k	
Spouse	Increments of \$10k, subject to a maximum of \$250k NTE 100% of Employee Amount (Supplemental Life Only)		Increments of \$10k, subject to a maximum of \$250k NTE 100% of Employee Amount (Supplemental Life Only)	
Dependent Child(ren)	Birth to 26 years: \$10k, \$15k, or \$20k NTE 100% of Employee Amount (Supplemental Life Only)		Birth to 26 years: \$10k, \$15k, or \$20k NTE 100% of Employee Amount (Supplemental Life Only)	
Guaranteed Issue	\$150,000		\$150,000	
Spouse/Children Guaranteed Issue	Spouse: \$50,000 Children: All Amounts		Spouse: \$50,000 Children: All Amounts	
AD&D	Equal to the amount of voluntary life insurance selected		Equal to the amount of voluntary life insurance selected	
Age Reduction Schedule	None		None	
Rate Guarantee	Expires 9/30/2028		Expires 9/30/2028	
	Age Bracket	Rates / \$1,000	Age Bracket	Rates / \$1,000
Employee and Spouse Life Rates	<20	\$0.050	<20	\$0.050
	20-24	\$0.050	20-24	\$0.050
	25-29	\$0.060	25-29	\$0.060
	30-34	\$0.080	30-34	\$0.080
	35-39	\$0.090	35-39	\$0.090
	40-44	\$0.120	40-44	\$0.120
	45-49	\$0.210	45-49	\$0.210
	50-54	\$0.370	50-54	\$0.370
	55-59	\$0.610	55-59	\$0.610
	60-64	\$0.750	60-64	\$0.750
	65-69	\$1.310	65-69	\$1.310
	70-74	\$2.060	70-74	\$2.060
	75+	\$2.380	75+	\$2.380
Employee/Spouse AD&D Rate	\$0.020		\$0.020	
Child(ren) Life Rate	\$0.180		\$0.180	
Child(ren) AD&D Rate	\$0.020		\$0.020	

Town of Fort Myers Beach
Short Term Disability Insurance Evaluation
Effective Date: October 1, 2026

	2025-2026	2026-2027
Short Term Disability	The Standard	The Standard
Eligibility	All full-time employees working 40 hours per week	All full-time employees working 40 hours per week
Benefits		
Benefit Percent	60%	60%
Maximum Benefit per Week	\$1,000	\$1,000
Accident Waiting Period	0 days	0 days
Illness Waiting Period	7 days	7 days
Benefit Duration (Excludes Elimination Period)	26 weeks	180 days
FICA & W-2 Services	Carrier Tax Remittance & W-2 Reporting	Carrier Tax Remittance & W-2 Reporting
Pre-Existing Condition Limitation	None	None
Waiver of Premium	Not Included	Not Included
Rate Guarantee	Expires 9/30/2028	Expires 9/30/2028
Estimated Benefits Volume	\$48,242	\$48,242
STD Rate / \$10	\$0.430	\$0.430
Monthly Premium	\$2,074	\$2,074
Annual Premium	\$24,893	\$24,893
\$ Increase	N/A	\$0
% Increase	N/A	0.0%

Town of Fort Myers Beach
Long-Term Disability Insurance Evaluation
Effective Date: October 1, 2026

	2025-2026	2025-2026
	The Standard	The Standard
Eligibility	All full-time employees working 40 hours per week	All full-time employees working 40 hours per week
Elimination Period	180 days	180 days
Core Plan - Monthly Benefit	60% of monthly earnings	60% of monthly earnings
Core Plan - Maximum Benefit	\$6,000	\$6,000
Own Occupation Period	24 months	24 months
Duration of Benefit	SSNRA	SSNRA
Pre-Existing Condition Limitation	3/12	3/12
Mental Illness & Substance Abuse Limitation	24 months	24 months
Survivor Benefit	3 months	3 months
Waiver of Premium	Included	Included
Rate Guarantee	Expires 9/30/2028	Expires 9/30/2028
Core Plan Monthly Covered Payroll	\$373,166	\$373,166
Core Rate Per Employee Per Month	\$0.350	\$0.350
Monthly Premium	\$1,306	\$1,306
Annual Premium	\$15,673	\$15,673
\$ Increase / Decrease	N/A	\$0
% Increase / Decrease	N/A	0.0%

**Includes EAP*

**Includes EAP*

Town of Fort Myers Beach
Employee Assistance Program RFP Evaluation
Effective Date: October 1, 2026



	2025-2026	2026-2027
Core Features	The Standard	The Standard
Eligibility	Employees and their dependents (children up to age 26), and any household members.	Employees and their dependents (children up to age 26), and any household members.
Number of Sessions	6 per issue per year	6 per issue per year
Manager & Supervisor Training or Employee Seminars	2 Webinars Included Onsite Not Available	2 Webinars Included Onsite Not Available
EAP Reporting	Included	Included
Management Referrals/Crisis Training	Included	Included
Critical Incident Debriefing	10 Hours Included, then \$285/Hour + Travel	10 Hours Included, then \$285/Hour + Travel
Minimum Level of Intake Staff Education	Master's Degree	Master's Degree
Telephonic Management / Supervisor Consultation and Support	Included	Included
Telephonic Work/Life Support	Included	Included
Legal/Financial Services	Included	Included
Child/Elder Care Services	Included	Included
Monthly Rates		
PEPM 71	\$0.35	\$0.35
Rate Guarantee	Expires 9/30/2028	Expires 9/30/2028
Monthly Premium (71)	\$25	\$25
Annual Premium	\$298	\$298
\$ Increase / Decrease	-	\$0
% Increase / Decrease	-	\$0

1. **Request:**

Meeting Date: August 24, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACCEPTANCE OF A DONATION OF 180 CUBIC YARDS OF BEACH COMPATIBLE SAND, HAVING AN ESTIMATED FAIR MARKET VALUE OF \$13,500.00, FROM MILLWORTH GROUP, INC., THE CONTRACTOR FOR THE BAHAMA BEACH CLUB CONDOMINIUM PROJECT LOCATED AT 5371 ESTERO BOULEVARD, FOR ADDITION TO THE TOWN'S SAND STOCKPILE AT THE BAY OAKS RECREATIONAL CAMPUS TO BE USED FOR BEACH HOT SPOT MAINTENANCE AND EMERGENCY SANDBAGGING, CONSISTENT WITH THE TOWN'S DONATION POLICY; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Because the estimated value of the donation exceeds \$10,000 and because Millworth Group, Inc. is a contractor, the donation has been submitted to the Town Council for approval consistent with the Town's Donation Policy

What the action accomplishes:

Ratifies acceptance of 180 cubic yards of sand from the Millworth Group, Inc. ("Millworth"), the contractor for the Bahama Beach Club Condominium Project located at 5371 Estero Boulevard.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Strategic Plan Goal:**

Environmental Sustainability

5. **Background:**

The Town recognizes the benefit of private donations from individuals, community groups, and businesses to fund new and existing facilities, services, projects, programs, and activities for the benefit of the Town and its residents.

The Town Council adopted an Amended and Restated Donation Policy by Resolution No. 26-102, which establishes procedures for the acceptance and administration of donations for public purposes, requires Town Council approval of any donation valued at more than \$10,000, and further provides that, regardless of value, if the donor is a contractor or potential contractor, the Town Manager will determine whether the donation should be accepted, rejected, or submitted to the Town Council for approval.

Millworth Group, Inc. ("Millworth"), the contractor for the Bahama Beach Club Condominium Project located at 5371 Estero Boulevard, offered to donate to the Town 180 cubic yards of beach compatible sand originating from that project site.

The sand has already been accepted and is at Bay Oaks. The contractor was required to screen sand to FDEP standard prior to acceptance, and the engineer signed off on it.

Attachments:

1. 26-173, Acceptance of Sand Donation from Millworth Group

Financial Impact:

There is no financial impact to the Town. The market value of the sand is approximately \$13,500 if valued at \$75 per cubic yard.

6. **Alternative Action**

Do not ratify acceptance of 180 cubic yards of sand.

7. **Management Recommendations:**

Ratify acceptance of 180 cubic yards of sand.

8. **Recommended Approval:**

Chadd Chustz, Environmental Projects Manager
Frankie Kropacek, Community Development Director
Conor Nally, Contracts & Procurement Manager
Carolyn Luomala, Acting Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 8/7/2026
Approved - 8/13/2026
Approved - 8/13/2026
Approved - 8/17/2026
Approved - 8/17/2026
Approved - 8/17/2026
Final Approval - 8/17/2026

RESOLUTION NUMBER 26-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACCEPTANCE OF A DONATION OF 180 CUBIC YARDS OF BEACH COMPATIBLE SAND, HAVING AN ESTIMATED FAIR MARKET VALUE OF \$13,500.00, FROM MILLWORTH GROUP, INC., THE CONTRACTOR FOR THE BAHAMA BEACH CLUB CONDOMINIUM PROJECT LOCATED AT 5371 ESTERO BOULEVARD, FOR ADDITION TO THE TOWN'S SAND STOCKPILE AT THE BAY OAKS RECREATIONAL CAMPUS TO BE USED FOR BEACH HOT SPOT MAINTENANCE AND EMERGENCY SANDBAGGING, CONSISTENT WITH THE TOWN'S DONATION POLICY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town recognizes the benefit of private donations from individuals, community groups, and businesses to fund new and existing facilities, services, projects, programs, and activities for the benefit of the Town and its residents; and

WHEREAS, the Town Council adopted an Amended and Restated Donation Policy by Resolution No. 26-102, which establishes procedures for the acceptance and administration of donations for public purposes, requires Town Council approval of any donation valued at more than \$10,000, and further provides that, regardless of value, if the donor is a contractor or potential contractor, the Town Manager will determine whether the donation should be accepted, rejected, or submitted to the Town Council for approval; and

WHEREAS, Millworth Group, Inc. ("Millworth"), the contractor for the Bahama Beach Club Condominium Project located at 5371 Estero Boulevard, offered to donate to the Town 180 cubic yards of beach compatible sand originating from that project site; and

WHEREAS, the donated sand has an estimated fair market value of approximately \$75.00 per cubic yard, for a total estimated value of \$13,500.00; and

WHEREAS, because the estimated value of the donation exceeds \$10,000 and because Millworth Group, Inc. is a contractor, the donation has been submitted to the Town Council for approval consistent with the Town's Donation Policy; and

WHEREAS, the donated sand is beach compatible and will be added to the Town’s sand stockpile located at the Bay Oaks Recreational Campus, to be used by the Town for beach hot spot maintenance and emergency sandbagging as needed; and

WHEREAS, the Town Council has determined that acceptance of this donation is in the best interest of the Town of Fort Myers Beach and its residents.

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

Section 1. The above recitals are true and correct and are hereby incorporated herein as the findings of the Town Council.

Section 2. The Town Council hereby accepts the donation of 180 cubic yards of beach compatible sand, having an estimated fair market value of \$13,500.00 (approximately \$75.00 per cubic yard), from Millworth Group, Inc., the contractor for the Bahama Beach Club Condominium Project located at 5371 Estero Boulevard, to be added to the Town’s sand stockpile at the Bay Oaks Recreational Campus and used for beach hot spot maintenance and emergency sandbagging as needed, consistent with the Town’s Donation Policy.

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: _____.

1. **Request:**

Meeting Date: August 24, 2026

MOTION TO NOT RATIFY SUPPLEMENTAL TASK AUTHORIZATION NO. 1 TO THE AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDEWATER LANDSCAPE OF FLORIDA, LLC UNDER ITB-26-14-PW FOR THE BAY OAKS PARK SOD AND IRRIGATION PROJECT IN A LUMP SUM, NOT-TO-EXCEED AMOUNT OF \$232,500 UNTIL ADEQUATE FUNDS ARE IDENTIFIED FOR COMPLETION OF THE PROJECT; DIRECT THE TOWN MANAGER TO CANCEL ANY PREVIOUSLY SIGNED STA FOR THIS PURPOSE; PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The amount exceeds the Town Manager's purchasing authority, so Council approval of the Supplemental Task Authorization is required as well as to cancel.

What the action accomplishes:

This action directs the Town Manager to cancel Supplemental Task Authorization No. 1 with Tidewater Landscape of Florida, LLC until adequate funds are identified and does not ratify the STA.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Strategic Plan Goal:**

Community & Economic
Development

5. **Background:**

On June 15, 2026, the Town Council adopted Resolution No. 26-127, awarding ITB-26-14-PW for Irrigation and Landscaping Installation, Repair, and Maintenance to Tidewater Landscape of Florida, LLC as the lowest, responsive and responsible bidder, and authorizing execution of an Independent Contractor's Agreement. The Agreement is an on-call, continuing services agreement that utilizes Supplemental Task Authorizations; no work is guaranteed, and all work must be authorized in writing by the Town before it is performed.

The Town identified the need to restore the turf and irrigation system at Bay Oaks Park. Supplemental Task Authorization No. 1 (Project No. FMB-100) authorizes topsoil placement, Celebration Bermuda sod supply and installation, irrigation mainline, control valves and valve boxes, control wiring, rotor heads, and a smart irrigation controller with wireless rain sensor, priced from the Exhibit "B" unit price schedule at a lump sum, not-to-exceed amount of \$232,500.00.

This item was presented to the Town Council as a walk-on item at the regularly scheduled meeting of August 3, 2026, and was approved. The Supplemental Task Authorization was executed by the Town and the Contractor on August 3, 2026. This motion directs the Town Manager to cancel and does not ratify STA No.1 as previously approved.

Attachments:

1. Exhibit A, Tidewater STA #1
2. 26-01-PW TideWater Contract FE

Financial Impact:

\$232,500.00, lump sum / not-to-exceed. Budgeted funds.

6. Alternative Action

The Town Council may decline to not ratify the Supplemental Task Authorization and direct staff.

7. Management Recommendations:

Approving the motion to not ratify the Supplemental Task Authorization No. 1 to the Agreement between the Town of Fort Myers Beach and Tidewater Landscape of Florida, LLC and direct cancellation.

8. Recommended Approval:

Conor Nally, Contracts & Procurement Manager
Jeffrey Newman , Assistant Finance Director
Carolyn Luomala, Acting Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 8/17/2026
Approved - 8/17/2026
Approved - 8/17/2026
Approved - 8/17/2026
Approved - 8/17/2026
Final Approval - 8/17/2026

**TOWN OF FORT MYERS BEACH LANDSCAPING AND IRRIGATION CONTRACT
SUPPLEMENTAL TASK AUTHORIZATION**

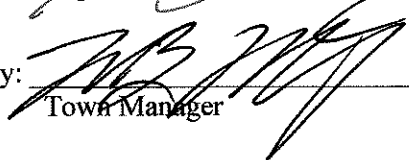
X Supplemental Task Authorization NO.: 1
CONTRACT/PROJECT NAME: Bay Oaks Park Sod & Irrigation
CONTRACTOR: TideWater Landscape PROJECT NO.: #FMB-100
SOLICIT NO.: _____ CONTRACT NO.: 26-14-PW
REQUESTED BY: Jeff Balyeat DATE OF REQUEST: _____

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Contractor is authorized to and shall proceed with the following:

EXHIBIT "A"	SCOPE OF SERVICES:	DATED: <u>7-20-26</u>
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: _____
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: <u>8-27-26</u>
EXHIBIT "D"	CONTRACTOR'S ASSOCIATED SUBCONTRACTOR(S):	DATED: <u>n/a</u>

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction.

TOWN APPROVAL:

By: 	<u>7-20-26</u>	By: 	<u>8/3/26</u>
Department Director	Date	Contracts Manager	Date
By: 	<u>8/3/26</u>		
Town Manager	Date		

ACCEPTED:

By:  _____
Contractor Date

EXHIBIT A
SCOPE OF SERVICES

The following services will be provided by:

1:

B-23 400 yards of Topsoil 3/4" depth supplied and installed	\$28,000
B-29 168,971 Sq ft of Celabration Bermuda turf sod installed	\$155,453.32
B-29 8,448 Sq ft of Calabration Bermuda for extra 3-5%	\$1,938.68
A-29 1 Rainbird Controller	\$2,790
A-32 1 Rain Sensor Wireless	\$120

2:

A-22 12 2" Hunter Commercial Valves	\$4,752
A-26 500' of 18 Gauge irrigation control wire	\$1,000
A-12 5,200' 1.5" sch 40 PVC mainline	\$22,275
A-13 500' of 2" schd 40 PVC mainline	\$5,775
A-25 6 Jumbo Valve Box's	\$1,296

3:

A-38 55 Rotors	\$3,500
6 Box's 1.5" PVC Tees	\$2,400
1 Box 1.5 PVC Caps	\$500
10 PVC 90 Elbow	\$1,200
10 PVC Tees	\$1,500

Hourly Breakdown:

\$	x	hours, Total \$
\$	x	hours, Total \$
\$	x	hours, Total \$
\$	x	hours, Total \$
\$	x	hours, Total \$

Total Cost (of Job): \$ 232,500

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT FOR

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONTRACTOR for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONTRACTOR 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	Bay Oaks Park Irrigation and Sod	\$232,500	LS/NTE	
TOTAL:		\$232,500	LS/NTE	

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONTRACTOR 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 CONTRACTOR 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 employee's wage classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated, entitled "CONTRACTOR'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONTRACTOR'S compensation and method of payment is based on an hourly rate for personnel, the CONTRACTOR 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 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B
CONTRACTOR'S PERSONNEL HOURLY RATE SCHEDULE FOR

Contractor or Subcontractor Name: Tidewater Landscape

(A separate Attachment No. 1 should be included for each Sub-Contractor)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule as Included with Proposal			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Contractor listed in Exhibit "D".

EXHIBIT C
TIME AND SCHEDULE OF PERFORMANCE FOR

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			

EXHIBIT D

CONTRACTOR'S ASSOCIATED SUB-CONTRACTOR(S) AND SUBCONTRACTOR(S) FOR

CONTRACTOR has identified the following Sub-Contractor(s) and/or Subcontractor(s) which may be engaged to assist the CONTRACTOR 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				Subcontractor Services are Exempted from Prime Contractor's Insurance Coverage	
					Yes	No

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 15th day of December 2025, by and between the **TOWN OF FORT MYERS BEACH**, a Florida municipal corporation (hereinafter the "TOWN") and **TideWater Landscape of Florida, LLC**, a Florida Limited Liability Corporation hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the TOWN is a Florida municipal corporation, having a responsibility to provide certain services to benefit the citizens of the TOWN OF FORT MYERS BEACH; and

WHEREAS, the TOWN has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. Agreement Overview.

a. Project Title and Description: Fort Myers Beach Landscaping and Irrigation

b. Procurement Method: RFP-26-01-PW

c. External Funding Source(s):

☐ State funding (specify):

☐ Federal funding (specify):

☐ Other (specify):

☒ Not Applicable

d. Agreement Type:

- ☐ Defined Scope Agreement (specified recurrent services, subscriptions, single projects, and specific deliverables)
- ☒ Agreement Utilizing Supplemental Task Authorizations (e.g. Continuing Services Agreement)

e. Term, Time, and Delivery:

- ☒ This Agreement has a Term of three (3) years beginning on December 15, 2025, and ending on December 15, 2028, and may be renewed for up to two (2) additional Term(s) of one (1) year each, upon agreement of the parties in writing.
- ☐ CONTRACTOR shall commence work under this Agreement immediately upon receipt by CONTRACTOR of the Notice to Proceed and must complete the work according to the schedule set forth in Exhibit "C". Liquidated damages, if any, will be assessed against CONTRACTOR for late completion as set forth in Exhibit "C".

f. Project Management:

TOWN's Project Manager	CONTRACTOR's Project Manager
Name: <u>Jeff Hauge</u>	Name: <u>Jeffery S. Balyeat</u>
Title: <u>Director of Community Service</u>	Title: <u>Owner</u>
Phone: <u>239-765-0202</u>	Phone: <u>239-770-5970</u>
Email: <u>jhaug@fmbgov.com</u>	Email: <u>jeff@tidewaterlandscapefl.com</u>

g. Notice Addresses:

TOWN: Fort Myers Beach Town Council, Attn: Town Manager, 6231 Estero Boulevard, Fort Myers Beach, Florida 33931

CONTRACTOR: TideWater Landscaping of Florida, LLC, Attn: Jeffery S. Balyeat, 1326 Kingswood Ct Fort Myers, FL 33919

h. Exhibits: The Parties shall comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated herein by reference:

☒	Exhibit "A"	Scope of Work
☒	Exhibit "B"	Compensation and Pricing
☐	Exhibit "C"	Work Schedule
☐	Exhibit "D"	Supplemental Task Authorization Form

☒	Exhibit "E"	Florida Statutory Requirements
☐	Exhibit "F"	Attachment 8: Federal Regulations and Terms (Federal)
☐	Exhibit "G"	Additional Terms for State-Funded Agreements
☐	Exhibit "H"	Plans/Specifications/Shop Drawings
☒	Exhibit "I"	Other (Specify): Bid Response Forms
☐	Exhibit "J"	Other (Specify):
☐	Exhibit "K"	Other (Specify):
☐	Exhibit "L"	Other (Specify):

3. Description of Work.

- a. The TOWN hereby retains CONTRACTOR to furnish goods and/or services as described in the Scope of Work, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Work, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the TOWN, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

4. Supplemental Task Authorizations. The provisions of this paragraph only apply if "Agreement Utilizing Supplemental Task Authorizations" is checked in paragraph 2(d) ("Agreement Type") above.

- a. This Agreement anticipates a variety of projects being requested by the TOWN to be provided by the CONTRACTOR as determined necessary by the TOWN.
- b. All work to be performed by CONTRACTOR under this Agreement shall be authorized in writing by the TOWN. Such authorization will be referred to as a "Supplemental Task Authorization" and shall reference this Agreement as the "Master Agreement". Supplemental Task Authorizations shall be in a form substantially similar to the form attached hereto as Exhibit "D" (if selected above in paragraph 2(k)).
- c. Supplemental Task Authorizations shall contain a description of the work to be undertaken, a budget amount of the fee to be paid, and a time schedule.

- d. Supplemental Task Authorizations may contain additional provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provision shall not be construed as a modification to this Agreement.
- e. When CONTRACTOR and the TOWN enter into a Supplemental Task Authorization wherein the term of the Supplemental Task Authorization expires on a date that is later than the date that this Agreement expires, the CONTRACTOR and the TOWN agree that the terms of this Agreement are automatically extended until the expiration or full completion of the requirements of the Supplemental Task Authorization has been performed. Cancellations by the TOWN of any remaining work prior to the full completion of the requirements of the Supplemental Task Authorization shall cause the terms of this Agreement to terminate at the same time. This provision shall only apply when the expiration of the Supplemental Task Authorization extends beyond the expiration of this Agreement. It does not apply when a Supplemental Task Authorization expires or is canceled prior to the expiration of this Agreement.

5. Payment.

- a. The TOWN agrees to compensate CONTRACTOR, for work actually authorized and performed under this Agreement, at the rate or basis described in Exhibit "B", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Work, but in no event will CONTRACTOR be paid more than the negotiated amount(s) set forth in Exhibit "B".
- b. Payments shall be made in accordance with the Florida Local Government Prompt Payment Act in accordance with the payment schedule provided in Exhibit "B".
- c. Progress payments, if any, will be made as set forth in Exhibit "B".
- d. The TOWN reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

6. Project management. The Project Managers for this project are set forth above in paragraph 2 ("Agreement Overview"). Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 7 ("Notices") below and does not require an amendment to this Agreement.

7. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to the addresses set forth above in paragraph 2 ("Agreement Overview").

8. Termination.

- a. **Termination at Will:** This Agreement may be terminated by the TOWN in whole or in part at any time without cause by the TOWN giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. **Termination for Cause:** This Agreement may be terminated by either party for cause by the TOWN or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

9. General Provisions. CONTRACTOR must comply with the following general provisions:

- a. **Warranty.** CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the TOWN any defect in workmanship or material appearing in the work; and further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment, by the TOWN will relieve CONTRACTOR from its obligations to do and complete the work in accordance with this Agreement. If the TOWN deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the TOWN may make an equitable deduction from the contract price, or, in the alternative, the TOWN may seek damages. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the TOWN) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the TOWN in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the TOWN for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the TOWN any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein.
- b. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the TOWN, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the TOWN to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the TOWN. The TOWN will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the TOWN.
- c. **Insurance.**

- i. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the TOWN from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- ii. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - 1. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - 2. Commercial General Liability (CGL) insurance with a limit of not less than \$500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location, project, and work in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - 3. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - 4. Fire damage liability shall be included at \$500,000.00.
- iii. CONTRACTOR must furnish the TOWN with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The TOWN is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the TOWN before commencement of any work activities.

- iv. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

d. Compliance with Federal, State, and Local Laws. CONTRACTOR and CONTRACTOR's agents shall comply with all federal, state and local regulations, including those now in effect and hereafter adopted, and including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.

e. Personal nature of Agreement; Assignment.

1. The parties acknowledge that the TOWN places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the TOWN.
2. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the TOWN Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

f. Independent contractor.

1. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the TOWN. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the TOWN. None of the benefits, if any, provided by the TOWN to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the TOWN to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the TOWN and is subject to the TOWN's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

The TOWN will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

2. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
3. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

g. Indemnification.

1. CONTRACTOR must indemnify and hold the TOWN harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the TOWN, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the TOWN against any claim that any product purchased or licensed by the TOWN from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the TOWN by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the TOWN and not considered to be the TOWN's exclusive remedy.
2. In the event that any claim in writing is asserted by a third party which may entitle the TOWN to indemnification, the TOWN must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the TOWN decides to participate in the proceeding or defense, the TOWN will have the right to defend, contest, or otherwise protect

itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

3. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- h. Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the TOWN's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the TOWN to be sued by third parties in any matter arising out of this Agreement.

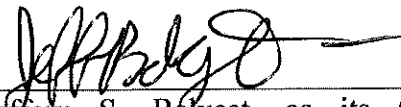
10. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

- a. Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized TOWN representatives.
- c. Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. Non-appropriation.** TOWN's performance and obligation to pay under this Agreement is contingent upon an appropriation during the TOWN's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the TOWN Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the TOWN subject to the TOWN paying all invoices for services rendered during the period the Agreement was funded by appropriations.
- e. Taxes.** The TOWN shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the TOWN is exempt from same by Florida law, including but not limited to any sales or use tax.

- f. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- g. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- h. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- i. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the TOWN's rights under this Agreement, or of any cause of action the TOWN may have arising out of the performance of this Agreement.
- j. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Work" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- k. **Law; Venue.** This Agreement is being executed in Lee County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Lee County, Florida.

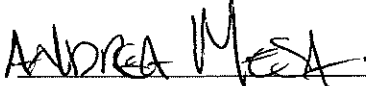
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CONTRACTOR:
TIDEWATER LANDSCAPING OF
FLORIDA, LLC

by 
Jeffery S. Balyeat, as its Owner and
authorized agent

Date: 3-6-26

CONTRACTOR'S WITNESS:



Printed Name: ANDREA MESATEPERO

Date: 03-04-26

TOWN OF FORT MYERS BEACH, a
Florida municipal corporation

Signature: WB McKannay

Email: WillMcKannay@fmbgov.com
WILLIAM MCKANNAY
TOWN MANAGER

ATTEST:

Signature: 
Amy Baker (Mar 5, 2026 13:05:55 EST)

Email: AMY@FMBGOV.COM

AMY BAKER, TOWN CLERK

(Seal)

Date signed by TOWN: _____

APPROVED AS TO FORM:

Signature: 
Nancy Stuparich (Mar 5, 2026 13:51:23 EST)

Email: nstuparich@voselaw.com

Town Attorney

EXHIBIT "A"
SCOPE OF WORK

The Town of Fort Myers Beach requires a landscaping contractor to provide all labor, equipment and material necessary to perform landscaping repairs to residential and/or community yards damaged due utility work. The scope of service includes, but not limited to the following:

- 1) Site Preparation and Clean up
 - a. Remove debris, dead/damaged vegetation, and unsuitable soil.
 - b. Grade and prepare soil to ensure proper drainage and a level surface prior to installation.
- 2) Sod Installation
 - a. Supply and install high-quality sod.
 - b. Ensure sod is laid evenly, tightly fitted, and properly watered at installation.
 - c. Provide a short-term watering and maintenance schedule to ensure establishment.
- 3) Tree & Shrub Planting
 - a. Supply and install healthy, nursery grade trees and shrubs in designated area.
 - b. Plant in accordance with industry best practice, ensuring proper depth, spacing, and soil amendment.
 - c. Stake trees as necessary to ensure stability during establishment.
- 4) Bushes and Ground Cover
 - a. Supply and install selected bushes and/or ground cover to restore landscaping areas.
 - b. Mulch around plantings to conserve moisture and improve aesthetics.
- 5) Final Inspection & Warranty
 - a. Conduct a walkthrough with owner/representative upon completion.
 - b. Replace any plant material that fails to establish within the warranty period, 90 days.
- 6) **No Pesticides allowed on Fort Myers Beach. For weed killer, only vinegar is allowed.**

EXHIBIT "B"
COMPENSATION AND PRICING

Project Cost - No Labor to be Included

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	\$140.00
#67 Rock	Yard	\$140.00
White River Rock	Yard	\$620.00
Crimson Rock	Yard	\$538.00
Brown River Rock	Yard	\$420.00
Black/White Granite (AKA Fire Granite)	Yard	\$340.00
Crushed Shell	Yard	\$160.00
Chinese Fan Palm	Minimum 12'	\$1,000.00
Fishtail Palm	25 Gallon	\$210.00
Areca Palm	25 Gallon	\$270.00
Coconut Grev Wood	4' Tree	\$1,200.00
Maho Tree	25 Gallon	\$570.00
Christmas Palm	10' Tree	\$630.00
Silver Buttonwood	25 Gallon	\$190.00
Green Buttonwood	25 Gallon	\$190.00
Dark Pink Oleander	15 Gallon	\$120.00
Light Pink Oleander	7 Gallon	\$40.00
Variegated Ginder	7 Gallon	\$44.00
Calusa	25 Gallon	\$190.00
Variegated Arboricola	7 Gallon	\$40.00
Purple Lantana	1 Gallon	\$6.00
Yellow Lantana	1 Gallon	\$6.00
Floritam Grass	Sq Ft	\$1.00
Top Soil	Yard	\$110
Weed Mat (Coconut Fiber)	Roll	\$200

Project Cost - Include Labor

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	\$210.00
#67 Rock	Yard	\$210.00
White River Rock	Yard	\$930.00
Crimson Rock	Yard	\$807.00
Brown River Rock	Yard	\$630.00
Black/White Granite	Yard	\$510.00
Crushed Shell	Yard	\$240.00
Chinese Fan Palm	Minimum 12'	\$1,500.00
Fishtail Palm	25 Gallon	\$315.00
Areca Palm	25 Gallon	\$405.00
Coconut Grev Wood	4' Tree	\$1,800.00
Maho Tree	25 Gallon	\$855.00
Christmas Palm	10' Tree	\$945.00
Silver Buttonwood	25 Gallon	\$285.00
Green Buttonwood	25 Gallon	\$285.00
Dark Pink Oleander	15 Gallon	\$180.00
Light Pink Oleander	7 Gallon	\$60.00
Variegated Ginder	7 Gallon	\$65.00
Calusa	25 Gallon	\$285.00
Variegated Arboricola	7 Gallon	\$60.00
Purple Lantana	1 Gallon	\$9.00
Yellow Lantana	1 Gallon	\$9.00
Floratum Grass	Sq Ft	\$1.20
Too Soil	Yard	\$165.00
Weed Mat (Coconut Fiber)	Roll	\$300.00

Project Cost- Labor Rate (Not Limited To)

Labor – By Product	Labor Rate/Hour	Supervisor Rate/Hour
Labor - Sod Installment	\$60.00	\$68.00
Labor - Mulch Installment	\$60.00	\$68.00
Labor - Tree Planting	\$60.00	\$68.00
Labor - Bush Planting	\$60.00	\$68.00
Labor - Driveway Repair	\$60.00	\$68.00
Labor - Irrigation Repair	\$64.00	\$68.00
Labor - Concrete Replacement	\$75.00	\$85.00

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

The Town may have the need for additional services, which may be requested over the next 3 years.

[illegible]

EXHIBIT "E"
FLORIDA STATUTORY REQUIREMENTS

1. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

2. **Public records.**

- a. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
1. Keep and maintain public records required by the TOWN to perform the service.
 2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the TOWN.
 4. Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.
- b. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- c. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- d. CONTRACTOR consents to the TOWN's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a

mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by TOWN.

- e. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the TOWN.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FL 33931
239-765-0202**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the TOWN harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.0701(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that

pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with TOWN for goods or services of any amount may be terminated at the option of TOWN if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of TOWN if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

5. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

6. Public Entities Crime or Convicted Vendor List. CONTRACTOR agrees and assumes a continuous duty to disclose to the TOWN if the CONTRACTOR or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

7. Data Management; Notice of Breach. CONTRACTOR shall cooperate with the TOWN and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the TOWN must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

8. Environmental and Social Government and Corporate Activism. The TOWN has not given preference or requested documentation from the CONTRACTOR based on CONTRACTOR's social, political or ideological interest. CONTRACTOR agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

9. No Coercion for Labor or Services. CONTRACTOR swears under penalty of perjury that CONTRACTOR does not use coercion for labor or services as defined as follows:

“Coercion” means:

- i. Using or threatening to use physical force against any person;
- ii. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
- iii. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- iv. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- v. Causing or threatening to cause financial harm to any person;
- vi. Enticing or luring any person by fraud or deceit; or
- vii. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

10. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the TOWN of Indiantown for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the TOWN of Indiantown for review or approval.

11. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if Contractor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor’s initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., CONTRACTOR declares that CONTRACTOR has read the foregoing Paragraph 9 above and that the facts stated in it are true.

**CONTRACTOR:
TIDEWATER LANDSCAPING OF
FLORIDA, LLC**

by Jeff Balyeat
Jeffery S. Balyeat, as its Owner and
authorized agent

Date: 3-6-26

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐
online notarization, this 04 day of 03, 2026, by JEFFERY S. BALYEAT
as Owner of TideWater Landscaping of Florida, LLC, a Florida Limited Liability Company on
behalf of JEFFERY S. BALYEAT and he/she is personally known to me or has produced
DRIVER LICENSE as identification.

Andrea Mesa Forero
Signature of Notary Public - State of Florida
ANDREA MESA FORERO

Printed/Typed/Stamped Name of Notary
My commission expires: JUN 8, 2029

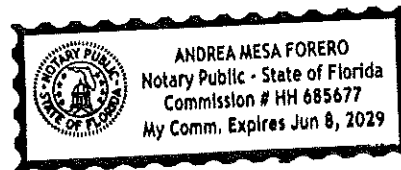


EXHIBIT "I"
BID RESPONSE FORMS

following this page (containing 1 pages)

RFP FORM A

Proposer: Tidewater Landscape of Florida LLC

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

- a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - i. The correct and full legal name of the Proposer is: **TideWater Landscape of Florida LLC**
 - ii. The business is a **(Corporation)**.
 - iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: **Owner Jeffrey S. Balyeat**
- b. Please describe your company in detail: **We are a full-service landscape installation company. Services offered are as follows: Landscape Installation, Irrigation installation, Landscape demo, Storm Clean up, Concrete repair/replacement, Fence Installation/ repair, sod installation, In house landscape design, Paver Installation/ repair.**
- c. The address of the principal place of business is: **1326 Kingswood Ct Fort Myers, FL 33919**
- d. Company telephone number and e-mail addresses: **239-770-5970
Jeff@tidewaterlandscapefl.com**
- e. Number of employees: **12 Full time employees**
- f. Name of employees to be assigned to this Project: **Jeff Balyeat, Lizandro Calderon, Jose Lopez, Agustin Sanchez Molina and Bernardo Arnoldo Gutierrez Ortega**
- g. Company identification numbers for the Internal Revenue Service: **85-1531117**
- h. Provide Lee County business tax receipt number, if applicable, and expiration date: **Number 1065276 Expiration date: 9-30-2026**
- i. How many years has your organization been in business? **5 years** Does your organization have a specialty? **Landscape Construction**

- j. List the last three projects of this nature that the firm has completed?

Please provide project description, reference, and contact information and cost of work completed.

1. FMB North Water Plant 815 Lagoon Street. Replaced landscape, irrigation, sod and rock from Hurricane Ian. Contact Mark Aston 239-560-2081 \$67,200
2. FMB North Water Plant 815 Lagoon Street. Fence and 2 sliding gate from Hurricane Ian. Contact Mark Aston 239-560-2081 \$39,300
3. FMB 126 Gulf View Drive Repair pavers and added sod from, drainage issue with street getting repaved Contact Mark Aston 239-560-2081 \$3,365
4. FMB 24 Bayview. Landscape Repairs from storm drain installation. Contact Mark Aston 239-560-2081 \$2,500
5. FMB 315 Bayland Street. Replaced Trees removed from installation of new storm drain. Contact Mark Aston 239-560-2081 \$9,735
6. FMB 3597 Shell Mound Blvd. Replaced rock from new storm drain. Contact Mark Aston 239-560-2081 \$4,890
7. FMB North 235 Carolina Street. Repair concrete from broken water meter. Contact Mark Aston 239-560-2081 \$74,000
8. FMB Moss Marine parking area. Replace Concrete around town fresh. Contact Mark Aston 239-560-2081 \$74,000
9. CVS 7001 Estero Blvd Fort Myers Beach. Replaced landscape, irrigation and sod from Hurricane Ian. Contact Scott King GLR Construction 937-248-2955 \$32,000
10. Pointe South Estero Condo's 5000 Estero Blvd Fort Myers Beach Replaced landscape, irrigation and sod from Hurricane Ian Kristin Huffman 239-789-6177

- k. Have you ever failed to complete any work awarded to you? No

- i. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
33 Fairview	FMB Mark Aston 2395602081	9,995	10-24-2025	50%
131 Lennel Road	FMB Mark Aston 2395602081	9,995	10-20-2025	90%
Seascapes Bonita Beach	Carbonsix Anthony 2392890804	418,000	2-10-2026	5%
Pointe South Estero	Kristin Huffman 2397896177	242,000	12-10-2025	95%

(Continue list as necessary)

- m. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
Living Gardens Irrigation	17413 Arizona Rd 33967	Irrigation Repairs
Stahlman England Irrigation	2063 Trade Center Way	Irrigation Installation
Coastal Maintenance and Restoration	1925 Trade Center Way	Door Installation
A&M Landscape Materials	17355 Pine Ridge Road	Rock, sand & shell delivery

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.



ADDENDUM TO CONTRACT DOCUMENTS

RFP-26-01-PW

Addendum No.: 1

CONTRACT/PROJECT NAME: Fort Myers Beach Landscaping and Irrigation

DATE OF ISSUE: October 17, 2025

ADDITION / REVISIONS TO BID DOCUMENTS

The attached forms are required with your submitted proposal, however, were not included with the bid documentation:

- Business Relationship Disclosure
- Non-Collusion Affidavit
- Conflict of Interest Disclosure

Please Print Tidewater Landscape of Florida LLC

Company Name & Phone Number

Jeff Bulgeet

Signature

Amy Baker, Town Clerk
bids@fmbgov.com
239-765-0202



FMB:102 Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with conflict of interest should refrain from nominating a condition for screening.

Date: 10-23-2025

Name: Jeffrey S. Badgett

Position: President / Owner

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

☒ I have no conflict of interest to report.

☐ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____

2. _____

3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: Jeff Badgett

Date: 10-23-2025

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL <i>Balyeat Jeffrey S.</i>			OFFICE / POSITION HELD <i>owner / President</i>
MAILING ADDRESS <i>1326 Kingswood Ct</i>			AGENCY <i>Tide water Landscape off LLC</i>
CITY <i>Ft Myers</i>	ZIP <i>33919</i>	COUNTY <i>Lee</i>	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by Section 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency: <i>Town of Fort Myers Beach, FL</i>		
2. The person submitting the bid is:	NAME <i>Jeffrey Balyeat</i>	POSITION <i>President / owner</i>
3. The business entity with which the person submitting the bid is associated is: <i>N/A</i>		
4. My relationship to the person or business entity submitting the bid is as follows: <i>N/A</i>		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows: a. The realty, goods, and / or services to be supplied specifically include: <i>Landscape & Irrigation</i> b. The realty, goods, and / or services will be supplied for the following period of time: <i>3 years</i> c. Will the contract be subject to renewal without further competitive bidding? ☒ Yes ☐ No. If so, how often? <i>2 year terms</i>		
6. Additional comments:		
7. SIGNATURE <i>Jeffrey Balyeat</i>	DATE SIGNED <i>10-23-25</i>	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building B, Suite 200, Tallahassee, FL 32303. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

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



FMB:021 – NON-COLLUSION AFFIDAVIT

State of Florida)

County of Lee)

Jeffrey S. Balgeat being first duly sworn, deposes and says that:

- 1) He/she is the Jeffrey S. Balgeat owner (Owner) Partner, Officer, Representative or Agent) of Tidewater Landscape of FL LLC, the BIDDER that has submitted the attached Bid;
- 2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: Jeffrey S. Balgeat
Jeffrey S. Balgeat
(Printed Name)

ACKNOWLEDGEMENT

STATE OF Florida)

COUNTY OF Lee)

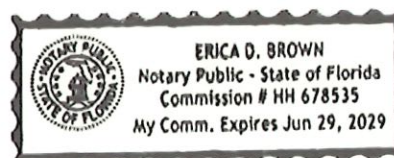
SWORN TO AND SUBSCRIBED BEFORE ME, on this 24th day of October, 2025, by means

of ☒ physical presence or () online notarization, personally appeared Jeffrey S. Balgeat as owner of Tidewater Landscape of FL LLC

() who personally known to me of ☒ who has produced FL Driver's License as identification.

Erica D. Brown
Notary Public Signature

My commission expires June 29, 2029



RFP Form C

Proposer: TideWater Landscape of Florida LLC

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH
PROPOSAL TO BE DEEMED RESPONSIVE.***

Name of Proposer: TideWater Landscape of Florida LLC

Name of authorized representative of Proposer:

Jeff Balyeat - Jeffery S. Balyeat

Project Cost – No Labor to be Included

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	\$140.00
#67 Rock	Yard	\$140.00
White River Rock	Yard	\$620.00
Crimson Rock	Yard	\$538.00
Brown River Rock	Yard	\$420.00
Black/White Granite (AKA Fire Granite)	Yard	\$340.00
Crushed Shell	Yard	\$160.00
Chinese Fan Palm	Minimum 12'	\$1,000.00
Fishtail Palm	25 Gallon	\$210.00
Areca Palm	25 Gallon	\$270.00
Coconut Grey Wood	4' Tree	\$1,200.00
Maho Tree	25 Gallon	\$570.00
Christmas Palm	10' Tree	\$630.00
Silver Buttonwood	25 Gallon	\$190.00
Green Buttonwood	25 Gallon	\$190.00
Dark Pink Oleander	15 Gallon	\$120.00
Light Pink Oleander	7 Gallon	\$40.00
Variegated Ginder	7 Gallon	\$44.00
Calusa	25 Gallon	\$190.00
Variegated Arboricola	7 Gallon	\$40.00
Purple Lantana	1 Gallon	\$6.00
Yellow Lantana	1 Gallon	\$6.00
Floritam Grass	Sq Ft	\$1.00
Top Soil	Yard	\$110
Weed Mat (Coconut Fiber)	Roll	\$200

Project Cost – Include Labor

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	\$210.00
#67 Rock	Yard	\$210.00
White River Rock	Yard	\$930.00
Crimson Rock	Yard	\$807.00
Brown River Rock	Yard	\$630.00
Black/White Granite	Yard	\$510.00
Crushed Shell	Yard	\$240.00
Chinese Fan Palm	Minimum 12'	\$1,500.00
Fishtail Palm	25 Gallon	\$315.00
Areca Palm	25 Gallon	\$405.00
Coconut Grey Wood	4' Tree	\$1,800.00
Maho Tree	25 Gallon	\$855.00
Christmas Palm	10' Tree	\$945.00
Silver Buttonwood	25 Gallon	\$285.00
Green Buttonwood	25 Gallon	\$285.00
Dark Pink Oleander	15 Gallon	\$180.00
Light Pink Oleander	7 Gallon	\$60.00
Variegated Ginder	7 Gallon	\$65.00
Calusa	25 Gallon	\$285.00
Variegated Arboricola	7 Gallon	\$60.00
Purple Lantana	1 Gallon	\$9.00
Yellow Lantana	1 Gallon	\$9.00
Floritam Grass	Sq Ft	\$1.20
Top Soil	Yard	\$165.00
Weed Mat (Coconut Fiber)	Roll	\$300.00

Project Cost – Labor Rate (Not Limited To)

Labor - By Product	Labor Rate/Hour	Supervisor Rate/Hour
Labor - Sod Installment	\$ 60.00	\$ 68.00
Labor - Mulch Installment	\$ 60.00	\$ 68.00
Labor - Tree Planting	\$ 60.00	\$ 68.00
Labor - Bush Planting	\$ 60.00	\$ 68.00
Labor - Driveway Repair	\$ 60.00	\$ 68.00
Labor - Irrigation Repair	\$ 64.00	\$ 68.00
Labor - Concrete Replacement	\$ 75.00	\$ 85.00

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

The Town may have the need for additional services, which may be requested over the next 3 years.

[illegible]

Date:10-16-2025

Title: President/ Owner

Proposer: Tide Water Land Scope of FL LLC RFP FORM D

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, nor to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business: Tide Water Land Scope of FL LLC By: Jeffrey S. Balyeat president/owner

Print Name & Title

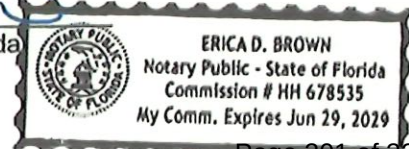
Mailing Address:
1326 Kingswood Ct.
Fort Myers, FL 33919

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 24th day of October, 2025 by means of (X) physical presence or () online notarization, personally appeared Jeffrey S. Balyeat as Owner of the Town of Fort Myers Beach, () who is personally known to me or () who has produced FL Driver's License as identification. Tide Water Land Scope of FL LLC

Erica D. Brown
NOTARY PUBLIC – State of Florida

My commission expires: June 29, 2029



26-01-PW TideWater Contract

Final Audit Report

2026-03-05

Created:	2026-03-05
By:	Conor Nally (Conor.Nally@fortmyersbeachfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA8EMmdKzUooJxAr_95lpVNxNPunbsWGt

"26-01-PW TideWater Contract" History

-  Document created by Conor Nally (Conor.Nally@fortmyersbeachfl.gov)
2026-03-05 - 3:00:45 PM GMT
-  Document emailed to William McKannay (Will.McKannay@fmbgov.com) for signature
2026-03-05 - 3:00:54 PM GMT
-  Document emailed to Nancy Stuparich (nstuparich@voselaw.com) for signature
2026-03-05 - 3:00:54 PM GMT
-  Document emailed to Amy Baker (AMY@FMBGOV.COM) for signature
2026-03-05 - 3:00:54 PM GMT
-  Email viewed by William McKannay (Will.McKannay@fmbgov.com)
2026-03-05 - 3:01:37 PM GMT
-  Document e-signed by William McKannay (Will.McKannay@fmbgov.com)
Signature Date: 2026-03-05 - 5:21:18 PM GMT - Time Source: server
-  Document e-signed by Amy Baker (AMY@FMBGOV.COM)
Signature Date: 2026-03-05 - 6:05:55 PM GMT - Time Source: server
-  Email viewed by Nancy Stuparich (nstuparich@voselaw.com)
2026-03-05 - 6:51:10 PM GMT
-  Document e-signed by Nancy Stuparich (nstuparich@voselaw.com)
Signature Date: 2026-03-05 - 6:51:23 PM GMT - Time Source: server
-  Agreement completed.
2026-03-05 - 6:51:23 PM GMT

1. **Request:**

Meeting Date: August 24, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE TWO TOURIST DEVELOPMENT TAX GRANT AGREEMENTS FOR FISCAL YEAR 2026-2027 BETWEEN THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF FORT MYERS BEACH FOR BEACH AND SHORELINE MAINTENANCE (401895) AND ALBATROSS BEACH ACCESS (403445); AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Approval from the Town Council is required to execute the grants.

What the action accomplishes:

Designates signatory authority and authorization to execute the two TDC funding requests.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Strategic Plan Goal:**

Environmental Sustainability

5. **Background:**

The Town received authorization from the Town Council to apply for projects under the Tourist Development Council Beach and Shoreline Maintenance funding program, and the Town previously committed funds to complete the match requirements through Town Resolution 26-040.

The Town has now received draft agreements that are in the approval process for Beach and Shoreline Maintenance (401895) and Albatross Beach Access (403445) and now desires to authorize the Mayor to execute the Grants on behalf of the Town to receive funding.

If authorized, these two agreements will be returned to Lee County for final approval by the the Board of County Commissioners at their October 6 meeting.

Attachments:

1. 26-180, FY 26-27 TDC Grant Authorization
2. Exhibit A to Resolution: Beach Maintenance Interlocal
3. Exhibit A1 to Resolution: Beach Maintenance Interlocal

Financial Impact:

The two grant agreements are in the amounts of \$879,108.00 for beach maintenance activities and \$26,267.00 for accessibility funding through a capital project located at Albatross Street.

6. **Alternative Action**

Do not authorize execution of the two grants.

7. **Management Recommendations:**

To approve and authorize execution of the agreements.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison
Jeffrey Newman , Assistant Finance Director
Carolyn Luomala, Acting Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 8/12/2026
Approved - 8/15/2026
Approved - 8/17/2026
Approved - 8/17/2026
Approved - 8/17/2026
Final Approval - 8/17/2026

RESOLUTION NUMBER 26-180

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE TWO TOURIST DEVELOPMENT TAX GRANT AGREEMENTS FOR FISCAL YEAR 2026-2027 BETWEEN THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF FORT MYERS BEACH FOR BEACH AND SHORELINE MAINTENANCE (401895) AND ALBATROSS BEACH ACCESS (403445); AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town received authorization from the Town Council to apply for projects under the Tourist Development Council (“Grant”) for Beach and Shoreline Maintenance (“Projects”); and

WHEREAS, the Town previously committed funds to complete the match requirements through Town Resolution 26-040, which funding will be requested in the 2026-2027 Fiscal Year Budget for the Project; and

WHEREAS, the Town received draft agreements that are in the approval process for Beach and Shoreline Maintenance (401895) and Albatross Beach Access (403445); and

WHEREAS, the Town desires to authorize the Mayor to execute the Grants on behalf of the Town; and

WHEREAS, executing the grants is in the best interest of the residents of the Town.

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

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

Section 2. The Town Council hereby authorizes the Mayor to execute the two grant agreements attached as Exhibit A and Exhibit A1 in the amounts of \$879,108.00 for beach maintenance activities and \$26,267.00 for accessibility funding through a capital project located at Albatross Street.

Section 3. This Resolution shall take effect immediately upon its adoption.

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

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

ADOPTED this 24th 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 _____.

**TOURIST DEVELOPMENT TAX GRANT AGREEMENT
BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE TOWN OF FORT MYERS BEACH
FOR
BEACH AND SHORELINE MAINTENANCE (401895)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the TOWN OF FORT MYERS BEACH hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

W I T N E S S E T H:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects Tourist Development Tax; and

WHEREAS, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

WHEREAS, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following Project:

NAME: *Beach and Shoreline Maintenance*

NUMBER: **401895**

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Beach and Shoreline Funding Program Guidelines and the Project Plan (*attached*). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior written approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or Program Manager may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring, and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is beach and shoreline maintenance on Fort Myers Beach.

2. CONTRACT PERIOD

Maintenance Awards: This Agreement is effective as of October 1, 2026(the “Effective Date”) and shall continue until the earlier occurs (a) September 30, 2027(the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Maintenance awards are not eligible for carryovers, but unspent funds may be requested during the next grant application process.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Eight hundred seventy-nine thousand one hundred and eight dollars and no cents. (\$879,108.00).. The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Eight hundred seventy-nine thousand one hundred and eight dollars and no cents. (\$879,108.00).) for charges incurred during the contract period.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit requests for reimbursement and supporting documentation to the **COUNTY** MONTHLY, with the final month no later than thirty (30) days after the contract period. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The invoice packets must be a PDF format and transmitted digitally. The County may modify administrative guidelines from time to time. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the **COUNTY** or the Clerk shall be provided. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany invoices.
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** agrees to comply with the following Special Conditions for funding this project: Ineligible items- kayak launch and observation pier and boat dock at the Mound House. Beach Patrol staff salaries will be reimbursed only for the portion of the time spent on beach maintenance tasks. Time spent on enforcement is ineligible.

- 3.6 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.7 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year for maintenance grants.
- 3.8 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable according to the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the **COUNTY'S** final determination. The **RECIPIENT'S** continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the **RECIPIENT** concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** can resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 Capital equipment purchased with grant proceeds may not be disposed of without approval from the **COUNTY**. Sale proceeds may be required to be repaid to the **COUNTY**'s Beach and Shoreline Program.
- 5.4 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

- 7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S**

Beach & Shoreline Program Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 Status reports must be current to receive reimbursement.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the Project.

8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the Project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.

8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.

8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

9. TERMINATION

9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.

- b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be affected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

COUNTY

Lee County Board of County Commissioners
Director, Visitor and Convention Bureau
2201 Second Street, Suite 600
Fort Myers, FL 33901

RECIPIENT

TOWN OF FORT MYERS BEACH
Town Manager
6231 Estero Blvd.
Fort Myers Beach, FL 33931

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above,
the Parties, through their duly-authorized representatives, sign this Agreement and
represent and warrant that they understand the Agreement as of this _____ day of
_____, 20_____.

ATTEST:
KEVIN KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

ATTEST:
TOWN CLERK

FORT MYERS BEACH, FLORIDA

BY: _____

BY: _____

APPROVED AS TO FORM

BY: _____
TOWN ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT AGREEMENT
BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE TOWN OF FORT MYERS BEACH
FOR
ALBATROSS BEACH ACCESS (403445)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the TOWN OF FORT MYERS BEACH hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

W I T N E S S E T H:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects Tourist Development Tax; and

WHEREAS, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

WHEREAS, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following Project:

NAME: *Albatross Beach Access*

NUMBER: **403445**

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Beach and Shoreline Funding Program Guidelines and the Project Plan (*attached*). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior written approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or Program Manager may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring, and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for beach access improvements at Albatross Street.

2. CONTRACT PERIOD

Capital Awards: This Agreement is effective as of October 1, 2026 (the "Effective Date") and shall continue until the earlier occurs (a) completion of the work and payment of the related expenditures for the approved Project Request (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"), but no longer than 3 years from the effective date without TDC status review and approval. The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Capital awards may be requested for carryover twice before TDC project status review and approval is needed.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Twenty-six thousand two hundred sixty seven dollars and no cents. (\$26,267.00).. The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Twenty-six thousand two hundred sixty seven dollars and no cents. (\$26,267.00). for charges incurred during the contract period.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit requests for reimbursement and supporting documentation to the **COUNTY** MONTHLY, with the final month no later than thirty (30) days after the contract period. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The invoice packets must be a PDF format and transmitted digitally. The County may modify administrative guidelines from time to time. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the **COUNTY** or the Clerk shall be provided. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany invoices.
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **RECIPIENT** agrees to comply with the following Special Conditions for funding this project: None.

- 3.6 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.7 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year for maintenance grants.
- 3.8 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable according to the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the **COUNTY'S** final determination. The **RECIPIENT'S** continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the **RECIPIENT** concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** can resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 Capital equipment purchased with grant proceeds may not be disposed of without approval from the **COUNTY**. Sale proceeds may be required to be repaid to the **COUNTY**'s Beach and Shoreline Program.
- 5.4 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

- 7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S**

Beach & Shoreline Program Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 Status reports must be current to receive reimbursement.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the Project.

8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the Project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.

8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.

8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

9. TERMINATION

9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.

- b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be affected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

COUNTY

Lee County Board of County Commissioners
Director, Visitor and Convention Bureau
2201 Second Street, Suite 600
Fort Myers, FL 33901

RECIPIENT

TOWN OF FORT MYERS BEACH
Town Manager
6231 Estero Blvd.
Fort Myers Beach, FL 33931

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above,
the Parties, through their duly-authorized representatives, sign this Agreement and
represent and warrant that they understand the Agreement as of this _____ day of
_____, 20_____.

ATTEST:
KEVIN KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

ATTEST:
TOWN CLERK

FORT MYERS BEACH, FLORIDA

BY: _____

BY: _____

APPROVED AS TO FORM

BY: _____
TOWN ATTORNEY'S OFFICE