



Fort Myers Beach Town Council

**Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931**

Agenda

Monday, May 17, 2021

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. ADVISORY COMMITTEES ITEMS AND REPORTS**
- VIII. CONSENT AGENDA**

- A. Florida Department of Environmental Protection Clean Vessel Act Grant for the Matanzas Pass Mooring Field
Authorization to apply for and execute an approximately \$41,000 grant agreement with the Florida Department of Environmental Protection for the Clean Vessel Act Grant for the Matanzas Pass Mooring Field.
- B. Approval of STA No.10 to Contract No. RFQ-20-06-AD for Beach Monitoring & Survey Work
Approve STA No.10 to Contract No. RFQ-20-06-AD for monitoring & surveying the beach profile along the entire length of Fort Myers Beach, and survey the burrow area offshore of North Estero Island, and allocating \$15,000 from Town Hall Remodeling Project 088 for project funding.

IX. PUBLIC HEARINGS

- A. Ordinance 21-04: Text Amendment to LDC Sec 34-3273, Residential uses and setbacks on non-conforming lots and 34-268 Administrative Setback variances
AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA,

APPROVING AN AMENDMENT TO TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, SECTION 34-268 ADMINISTRATIVE SETBACK VARIANCES AND SECTION 34-3273 GENERAL REQUIREMENTS FOR RESIDENTIAL USES ON NON CONFORMING LOTS; PROVIDING FOR SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on June 7, 2021 at 9:00 AM

- B. VAC 20210035, Vacation of a portion of School Street Right-of-Way
Authorize the vacation of a portion of Town right-of-way on School Street to the Lee County School Board.

X. ADMINISTRATIVE AGENDA

- A. Mooring Field / Upland Services
Mooring Field Upland Services Site Discussion
- B. North Estero Phase 2 Side Streets STA
Authorize the Town Manager to execute a Supplemental Task Authorization for Tetra Tech not to exceed \$241,780 for North Estero Phase 2 Side Streets additional services for Water and Stormwater improvements and CEI under Contract No 14-15-PW.
- C. RFQ-21-09-EN Beach Renourishment Professional Services Professional Services Agreement
Authorize the Town Manager to execute the Professional Services Agreement in response to RFQ-21-09-EN for Beach Renourishment in the not to exceed amount of \$170,000 and appropriate and allocate the funds to be reimbursed by the TDC.

XI. FINAL PUBLIC COMMENT

XII. TOWN MANAGER'S ITEMS

XIII. TOWN ATTORNEY'S ITEMS

XIV. COUNCILMEMBERS ITEMS AND REPORTS

XV. ADJOURNMENT

NOTE: THIS MEETING IS TELEVISED LIVE ON COMCAST CHANNEL 98.

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 accommodations, please notify the Town Clerk's Office at least 72 hours in advance. (239) 765-0202		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the Town Clerk's Office.
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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. Requested Motion:

Meeting Date: May 17, 2021

Authorization to apply for and execute an approximately \$41,000 grant agreement with the Florida Department of Environmental Protection for the Clean Vessel Act Grant for the Matanzas Pass Mooring Field.

Why the action is necessary:

Provides Staff direction whether to initiate the agreement with DEP.

What the action accomplishes:

Gives Staff direction as to whether to initiate and execute an agreement for a grant through the Florida DEP for additional funding for the maintenance and repairs of the pumpout vessel and for pumpout services.

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The CVA Grant provides a majority of funding for pumpout services offered to those within the Town's jurisdictional boundaries by Town staff. The grant also helps fund repairs and maintenance for the vessel used, the Town's pumpout boat. The grant requires at least a 25% match by the Town (\$13,735.00) and can begin on the execution date through Sept. 2022. Federal CVA Grant: \$41,205.00 Town's match: \$13,735.00 Total funding amount: \$54,940.00

Attachments:

1. CVA Application-2020

Financial Impact:

\$13,735.00

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve and execute the grant and all associated documents.

8. Recommended Approval:

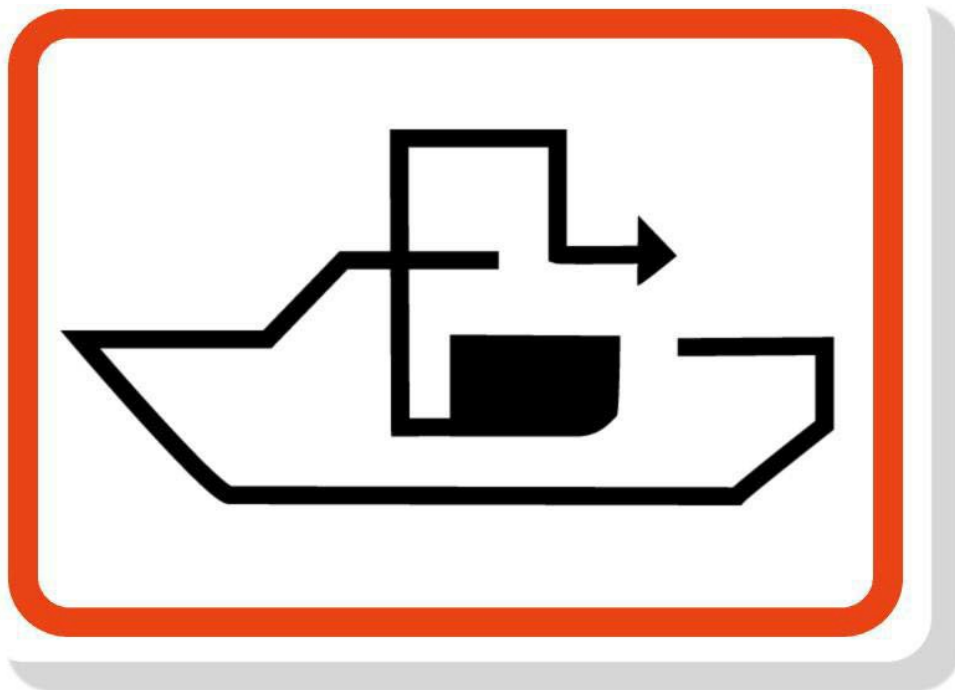
Randy Paniagua, Administrative Officer
Chelsea O'Riley, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 5/11/2021
Approved - 5/11/2021
Approved - 5/11/2021
Approved - 5/12/2021
Final Approval - 5/12/2021



Florida Department of Environmental Protection

Clean Vessel Act Grant Application & Instructions



KEEP FLORIDA'S WATER CLEAN

Clean Vessel Act Grant Requirements and Instructions

1. The Clean Vessel Act (CVA) application form is an Adobe Acrobat file that allows you to submit your completed application online via email. You will need Adobe Reader software to submit the application form. You may go to Adobe website at <https://get.adobe.com/reader/> to install Adobe reader software at no charge.
2. Be sure to review all the following requirements **before** completing the application form on page 4. Additional information can be found at the Clean Vessel Act website: <https://floridadep.gov/rcp/cva/content/apply-cva-grant>
3. ***These items should be completed before submitting your application.***
4. **No work may be started until a grant agreement is fully executed by this office and we inform you that you may begin your project.**

Public Access

To receive CVA funds, both publicly and privately-owned facilities must provide public access to the pumpout equipment. Federal marina facilities are not eligible to receive CVA funds.

Fees

Fees to use the pumpout equipment cannot exceed \$5.00 per vessel pumped for 5 years following installation of your pumpout. Any fees collected shall be reported back to the Department and used to defray the cost of operations, maintenance and repair of the pumpout equipment. If facilities are receiving funding for operations/maintenance/repair, for the time of the agreement, there should be no additional pumpout fees to the boater.

Plan your project

Provide a summary of your project in the application. For larger projects, please call the Clean Vessel Act grant program to discuss the project and for guidance on any additional documentation that may be needed. If you are planning a project but not yet ready to apply, please give us a call; we would like to learn of any future projects.

Engineering plans or drawing of proposed project site

Provide a drawing of your project with the proposed pumpout equipment, sanctions/connections, and sewer connections marked. It can be an aerial photo or drawing from your survey or can be hand drawn. We need enough information about the project to develop your agreement and to insure permitting requires are met.

Permits

Facilities are responsible for all permits applicable to the pumpout project. ***Failure to obtain required permits prior to placing a pumpout system/equipment into operation can result in enforcement actions and civil penalties.*** Costs for permits relating to the installation of the pumpout are reimbursable up to 75%. Grantees must submit copies of applicable permit issuance and permit inspections to the CVA Program to receive reimbursement for any work performed where permitting is required.

Business Registration

Private businesses (*not applicable to governmental entities*) must be registered with the State of Florida, **Division of Corporations/Sunbiz**. If your facility has not yet registered, please register at: <https://efile.sunbiz.org/onlmenu.html>.

Vendor Registration

All applicants for CVA grants (private businesses **and** governmental entities) must register with the State of Florida Department of Management Services, My Florida Marketplace Vendor System. If your facility is not a registered vendor in the state of Florida, please register at: <https://vendor.myfloridamarketplace.com>.

Insurance

All facilities must be insured by carriers licensed in or eligible to do business in Florida, and must maintain **applicable** Commercial General Liability, Automobile Liability, and Worker's Compensation coverage. A current Certificate of Insurance that includes the Florida Department of Environmental Protection as an additional insured must be submitted with the grant application. **Go to our website at <https://floridadep.gov/rcp/cva/content/cva-application-supporting-documents> for more detailed information on Insurance Requirements.**

If the applicant is a Florida governmental entity, which is self-funded for liability insurance, then the applicant must provide in writing, on official letter-head, from the applicant's CFO a statement confirming the governmental entity as self-insured.

W-9 Form and Substitute W-9 Filing

All applicants (private businesses **and** government entities) are required to submit a copy of their W-9 form with the grant application and file the facilities substitute W-9 with My Florida Marketplace. If the facility has not yet filed their substitute W-9 please file it at: <https://flvendor.myfloridacfo.com>.

Federal Funding and Accountability and Transparency Act (FFATA) Form

If you are requesting more than \$30,000 in grant funding, please complete and submit the FFATA Form with the grant application, located at <https://floridadep.gov/rcp/cva/forms/federal-funding-accountability-and-transparency-act-form>.

To complete this form, your facility will need a D-U-N-S number, if your facility does not yet have one, please register at: <http://www.dnb.com/get-a-duns-number.html>.

Allowable Expenses

Expenses that are applicable to the pumpout project includes:

- Permits
- Site preparation
- Renovation
- Equipment Purchase
- Equipment Installation
- Operations of Pumpout Equipment
- Maintenance and Repairs
- Sewage Hauling
- Pumpout Signage
- Educational Materials

Vendor Quotes

Applicants must submit **two** written quotes, from two different vendors, for any equipment or service costs that exceeds \$2,500. The lowest quote should be chosen, and all quotes should be submitted with the application package.

Reimbursement

Grant Recipients are reimbursed up to 75% of the total approved project cost and must provide a minimum of 25% of the total approved project cost as match. Expenditures made **prior** to the agreement execution date **will not** be reimbursed.

Quarterly Reporting

Progress Reports should be submitted every three months (quarterly) beginning the quarter following the contract's execution and continuing until the pumpout project has been completed and/or the final payment submission is received.

Quarterly Pumpout Gallon Reports will be due from the grantee every three months (quarterly) for a period of five years once the pumpout equipment is purchased and installed and/or during the operations/maintenance CVA Grant award period.

Signage

Facilities must display at least one pumpout operational accreditation sign posted in a clearly visible location on or adjacent to the pumpout system and one 3' by 4' international pumpout symbol sign clearly visible from the waterway. Additional signage can be installed based on the marina's needs. **Go to our website at** <https://floridadep.gov/rcp/cva/content/pumpout-signage-requirements> **to see signage examples and additional requirements.**

A DEP District Site Visit

Prior to approving funding for the purchase and installation of pumpout equipment, a DEP Clean Boating Coordinator may visit the facility to determine if any permits are needed for your project, and to ensure the proposed pumpout location allows for proper boater access and sewage disposal. This **is not** a regulatory inspection, but it must be conducted as a grant requirement to process the application and approve funding.

Clean Vessel Act Grant Application Form

Facility General Information

Facility Name: Matanzas Harbor Pass Mooring Field

Federal Employer ID #:

Facility's Fiscal Year-from:

to:

Facility Address: 2525 Estero Blvd.

City: Fort Myers Beach

State: FL

ZIP Code: 33931

County: LEE

Mailing Address (if different):

City:

State:

ZIP Code:

County:

Facility Phone Number: (239) 765-0202

Facility Fax number: (239) 765-0909

Facility Website: <https://www.fortmyersbeachfl.gov/109/Matanzas-Harbor-Mooring-Field>

Facility Email Address: pumpout@fmbgov.com

Is the facility involved in any community partnerships or public events?

☐ Yes

☒ No

If yes, please describe:

Contact Responsible for CVA Grant Application and Project Implementation Information

Name: Chelsea O'Riley

Title: Public Works Director

Address: 2525 Estero Blvd.

City: Fort Myers Beach

State: FL

ZIP Code: 33931

Phone: (239) 765-0202 x1700

Email Address: chelsea@fmbgov.com

Is the contact person: ☐ Consultant

☐ Contractor

☒ Facility Employee

☐ Other:

Facility Owner(s) Information

Name: Town of Fort Myers Beach

Address: 2525 Estero Blvd.

City: Fort Myers Beach

State: FL

ZIP Code: 33931

Phone: (239) 765-0202

Email Address: chelsea@fmbgov.com

Is the facility owned/operated by a self-insured governmental entity (state, county, or city)?

☒ Yes

☐ No

Facility Location Information

Type of Facility (check all that apply):

☐ Marina

☐ Boatyard

☐ Yacht/Boat Club

☐ Dockominium

☐ Boat Ramp

☒ Mooring Fields

Name of the common/local waterbody where the facility is located: Matanzas Pass Bay

Salinity of the common/local waterbody? ☐ Freshwater ☐ Saltwater ☒ Brackish

Facility's Coordinates (in decimal degrees)? Latitude: 26.456434 Longitude: -81.950738

Find your facility's coordinates here: <http://itouchmap.com/latlong.html>

Total number of slips at the facility? Wet: Dry: Mooring: 70

Of the total number, how many are: Transient? 70 Dedicated to one owner?

Does the facility allow public access to docking and marina services? ☒ Yes ☐ No

Does the facility have live-aboards? ☒ Yes ☐ No If yes, approximately how many? 10

Does the facility have houseboats? ☐ Yes ☒ No If yes, approximately how many?

How many slips are available for: Vessel under 26' 70 Vessels 26' to 40' 70 Vessels over 40' 70

Facility's Current Pumpout Information

Proposed pumpout project is for a(n):

☒ Existing Marina Facility ☐ Facility currently under construction ☐ Proposed Marina Facility (not under construction)

Does the facility currently have pumpout equipment? ☒ Yes ☐ No

If yes, please describe the current equipment: Yes, mobile pumpout boat.

Is the pumpout out equipment currently operational? ☒ Yes ☐ No

Will the proposed pumpout project be replacing the current equipment? ☐ Yes ☒ No

Will the proposed pumpout project be in addition to the current equipment? ☒ Yes ☐ No

Was the current equipment purchased through a past CVA grant? ☒ Yes ☐ No If yes, what was the grant number? MV-381

Proposed Pumpout Project Information

Type (s) of pumpout equipment requesting (check all that apply): ☐ Stationary Pumpout ☒ Pumpout Vessel ☐ Lift Station ☐ Portable Pumpout Unit ☐ Dump Station/Portable Toilet Dump ☐ Holding Tank

Where on the premises will the pumpout/dumpout be located? ☒ On a dock ☐ On land

Number of pumpout connections to be installed through this project?

Will there be connections available to all slips? ☐ Yes ☒ No

Disposal method for pumpout/dumpout/boat sewage?

☐ Directly to a permitted wastewater treatment facility

☐ Directly to an on-site sewage treatment system

☐ Directly to an on-site septic tank

☒ Into holding tank, then transported to permitted wastewater treatment facility

Availability of pumpout/dumpout services?

☒ Monday

☐ Tuesday

☒ Wednesday

☐ Thursday

☒ Friday

☐ Saturday

☐ Sunday

☒ Between the hours of 9 a.m. and 11 a.m. ☐ 24 Hours a day

Projected number of pumpouts/dumpouts each week?

Anticipated start date?

Anticipated end date?

How did you learn about the CVA Grant Program?

☐ DEP Workshop

☐ DEP Website

☒ DEP Staff

☐ Radio/TV Ad

☐ Another Marina Owner/Operator

☐ Pumpout Vendor

The facility is a designated: ☐ Clean Marina ☐ Clean Boatyard ☐ Clean Retailer ☐ Clean and Resilient ☒ None

Are you interested in learning more about the Clean Marina Program? ☐ Yes ☒ No

How will the facility let the public know there are pumpout facilities available for their use?

Pumpouts will be provided at: ☐ No Charge ☒ \$5.00/pumpout

Does the facility have a policy in place to address pumpout compliance by the facility's tenants? ☒ Yes ☐ No

If fees (\$5.00/pumpout) are collected, they are to be used to defray the costs of operations, maintenance, and repairs, and should be reported to the Department quarterly. Does the facility have or plan to have a preventative maintenance plan to sustain the pumpout equipment after the installation?

☒ Yes ☐ No

Funding for operations may be limited. Has the facility considered a plan for funding self-sustainable pumpout operations?

☒ Yes ☐ No

If yes, please describe the sustainability plan below:

Briefly summarize the proposed pumpout project and how grant funds will be used to complete the project:

For Example: ABC Marina plans to install one stationary pumpout to service resident and visiting boaters. The pumpout will be installed on the dock with piping to service each boat slip.

The proposed pumpout equipment will be purchased and installed by contractors. The plumbing and electrical wiring will be installed by local contractors. We plan to purchase and install the signs ourselves utilizing marina staff time. ABC would also like to apply for funds to operate and maintain the equipment once installed.

The Town is considering taking the upland services in house, which would include constructing and maintaining a self-sustainable pumpout operation.

Estimated Project Budget

Tasks	Category	Total Amount	75% grant (automatically calculated)	25% match (automatically calculated)
Permits	Miscellaneous Expenses		\$ 0.00	\$ 0.00
Site Preparation	Contractual Services		\$ 0.00	\$ 0.00
	Salaries		\$ 0.00	\$ 0.00
Renovation	Contractual Services		\$ 0.00	\$ 0.00
	Salaries		\$ 0.00	\$ 0.00
Equipment Purchase	Equipment		\$ 0.00	\$ 0.00
Equipment Installation	Contractual Services		\$ 0.00	\$ 0.00
	Salaries		\$ 0.00	\$ 0.00
Operations of Equipment	Contractual Services		\$ 0.00	\$ 0.00
	Salaries		\$ 0.00	\$ 0.00
Maintenance and Repair	Contractual Services		\$ 0.00	\$ 0.00
	Supplies	\$ 2,500.00	\$ 1,875.00	\$ 625.00
	Salaries	\$ 50,440.00	\$ 37,830.00	\$ 12,610.00
Sewage Hauling	Contractual Services		\$ 0.00	\$ 0.00
Pumpout Signage	Miscellaneous Expenses	\$ 1,000.00	\$ 750.00	\$ 250.00
	Salaries		\$ 0.00	\$ 0.00
Education and Instructional Materials	Miscellaneous Expenses	\$ 1,000.00	\$ 750.00	\$ 250.00
	Total Project Amount 100%	\$ 54,940.00		
	Total Grant Award Amount (no greater than 75%)	\$ 41,205.00		
	Total Match Amount (no less than 25%)	\$ 13,735.00		

Note: The facility should include estimated hourly rate of pay for all in-house labor costs when calculating any salaried task above. Only the **direct** hourly rate of pay for the facility's employees are reimbursable. Thus, the facility **shall not be reimbursed for wage multipliers** (i.e. fringe benefits, overhead, indirect, and/or general and administrative rates). To request reimbursement for hourly rate of pay, the costs shall be itemized by employee position, hourly rate of pay, and the associated activity using the table below. At its discretion, the Department may request additional supporting documentation.

Hourly Rate of Pay for Grant Reimbursement

[Click here for detailed instructions on how to complete this table.](#)

(Please skip this chart if the proposed project's budget does not include in-house labor (salaries) costs)

Position Title	Rate/Hour	# Hours	Total Salary (automatically calculated)
Example: Operations Worker	\$12.00	150	\$1,800.00
Harbormaster	\$ 21.00	520.00	\$ 10,920.00
Operations Worker	\$ 20.00	520.00	\$ 10,400.00
Operations Worker	\$ 20.00	520.00	\$ 10,400.00
Operations Worker	\$ 20.00	520.00	\$ 10,400.00
Operations Worker	\$ 16.00	520.00	\$ 8,320.00

CVA Application Page 7

CVA Grant Application Submission Checklist

Check each box to indicate completion/agreement

- ☒ The facility is registered with the My Florida Marketplace Vendor System
- ☐ The facility is registered with the Florida Division of Corporations (not applicable to governmental facilities)
- ☐ The facility's Certificate of Insurance will be submitted with the grant application (not applicable to governmental facilities)
- ☒ The facility is a self-insured governmental entity and will submit a statement to indicate as such with the grant application
- ☒ If the equipment or service costs exceed \$2,500, two vendor quotes will be submitted with the grant application

If the total project cost exceeds \$30,000, the Federal Funding Accountability and Transparency Act Form will be submitted with the grant application

As an authorized agent for **The Town of Fort Myers Beach**, I verify that this facility is in regulatory compliance with the Florida Department of Environmental Protection, and all local, state, and federal permits and approvals applicable to the project specified in this application will be obtained **before** beginning work or purchasing any equipment.

Name: **Chelsea O'Riley**

Title: **Public Works Director**

Date: **05/10/2021**

Submission Instructions

- When you are satisfied with your entries and ready to submit the application, **save a copy of the application form** for your records by using the 'Save As' option under the 'File' Menu.
- Then click on the 'Submit Application' button below.
- An email window will appear with the application form attached.
- Before sending the email, attach all required documentation along with the application. It is helpful if all document attachments are clearly titled with your facility's name.
- **Your application will not be processed or approved until all required documentation is received.**

Print

Submit

If you are unable to submit the application with the submission button above, you can email, fax, or mail the completed application and required documentation to:

**Florida Department of Environmental
Protection Clean Vessel Act Grant Program
Mail Station 235
3900 Commonwealth Boulevard
Tallahassee, FL 32399-3000
Clean.Vessel.Act@FloridaDEP.gov
Fax Number: 1-866-340-4683**

For help or further instruction, please visit
the [Clean Vessel Act](#) website or call us at 850-245-2847

1. **Requested Motion:**

Meeting Date: May 17, 2021

Approve STA No.10 to Contract No. RFQ-20-06-AD for monitoring & surveying the beach profile along the entire length of Fort Myers Beach, and survey the burrow area offshore of North Estero Island, and allocating \$15,000 from Town Hall Remodeling Project 088 for project funding.

Why the action is necessary:

Data obtained from the survey of the beach will be used to compute design fill volumes for sand renourishment of the beach.

Data obtained from the survey of the burrow area will be used to compute the volume of sand available to renourish the beach.

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. 21102_STA 10-Estero Island_20210406
2. FY21 Interlocal 403278
3. R-Monument Map

Financial Impact:

6. **Alternative Action**

Do not approve STA No. 10 to Contract No. RFQ-20-06-AD to survey the beach and burrow area.

7. **Management Recommendations:**

8. **Recommended Approval:**

Chadd Chustz, Environmental Project Manager
Daphnie Bercher, Community Services Administrator
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 5/6/2021
Approved - 5/11/2021
Approved - 5/12/2021
Approved - 5/12/2021
Final Approval - 5/12/2021

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: 10

CONTRACT/PROJECT NAME: 2021 Monitoring Surveys for Estero Island

CONSULTANT: Coastal Engineering Consultants, Inc.

PROJECT NO.: _____

SOLICIT NO.: Environmental Assessments & Marine Engineering

CONTRACT NO.: RFQ-20-06-AD

REQUESTED BY: Chelsea O'Riley, Public Works Director

DATE OF REQUEST: 4/5/2021

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: April 6, 2021

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: April 6, 2021

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: April 6, 2021

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: April 6, 2021

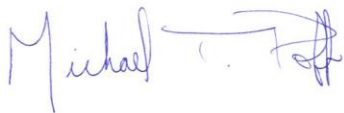
It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED:


By: _____ April 6, 2021
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

EXHIBIT A

Date: April 6, 2021

SCOPE OF PROFESSIONAL SERVICES 2021 MONITORING SURVEYS FOR ESTERO ISLAND

Task 1. 2021 Beach Profile and Borrow Area Monitoring Surveys

Conduct beach profile monitoring surveys of the active beach zone along the shoreline at each R-Monument from C-174A to R-210 including one half monument profile at C-180.5. Three (3) additional profile lines will be surveyed at the groin. Survey control information to be used in the survey is presented in Table 1.

Profiles surveys shall extend landward to the Florida Department of Environmental Protection (FDEP) monument location or approximately 150 feet landward of the vegetation line, whichever is more seaward. If the point 150 feet landward of the vegetation line cannot be reached because of an obstruction, such as a building, bay water, mangroves or other impassible vegetation or obstacle, then the survey line may be stopped at the obstacle and shall be noted as such in the survey field book. Coastal armoring is generally not an impassible obstacle and is normally to be surveyed. Upland profiles shall extend seaward to a waiting depth deep enough to provide an approximate 50-foot overlap with the offshore portion of the profile survey where environmental conditions allow. Offshore profile surveys will extend seaward to the -13.2' NAVD88 contour or 3,000 feet from the shoreline, whichever is least.

The monitoring activities as described herein shall be conducted and provided in accordance with the current version of FDEP's "Monitoring Standards for Beach Erosion Control Projects."

Table 1. Estero Island Survey Control Information.

Reference Monument	Easting (ft)	Northing (ft)	Azimuth (deg)
C-174A	666547.875	774787.688	245 & 10
R-175	667127.375	774428.125	248 & 10
Groin 1	666545.625	774582.125	248
Groin 2	666564.625	774542.875	248
Groin 3	666581.375	774489.813	248
R-176	667335.625	773671.125	245
R-177	667878.688	772960.313	220
R-178	668634.375	772145.125	227
R-179	669180.000	771546.125	230
R-180	669931.125	770720.500	210
C-180.5	670330.500	770449.375	205
R-181	670772.875	770198.625	205
R-182	671773.875	769985.625	204
R-183	672566.875	769642.625	205
R-184	673555.375	769229.625	205
R-185	674405.875	768650.125	200
R-186	675299.875	768269.125	205
R-187	676626.590	767772.860	205
R-188	678055.100	766965.700	210
R-189	678958.100	766467.200	210
R-190	679784.100	765887.200	210
R-191	680532.100	765395.700	210

Reference Monument	Easting (ft)	Northing (ft)	Azimuth (deg)
R-192	681339.900	764699.500	210
R-193	681959.100	764084.100	220
R-194	682996.600	763295.600	220
R-195	683662.100	762625.100	220
R-196	684376.000	762037.100	225
R-197	685066.500	761215.400	225
R-198	685859.100	760662.600	225
R-199	686470.100	759735.100	225
R-200	687111.400	759122.000	230
R-201	688006.100	758428.000	235
R-202	688024.400	757304.000	265
R-203	688193.100	755976.100	255
R-204	688540.100	754979.600	265
R-205	689409.900	754511.000	235
R-206	690175.200	753582.500	230
R-207	690818.400	752698.000	190
R-208	691853.900	752572.500	190
R-209	692873.400	752524.000	185
R-210	693980.900	752758.500	195

Conduct a monitoring survey of the Borrow Area. The survey will extend a minimum of 500 feet beyond the borrow area. The survey lines will be spaced approximately 200 feet apart. The Borrow Area survey plan is presented in Figure 1.

Prepare and submit to the Town a Survey Report within 90 days following completion of the fieldwork. The report shall include:

- signed and sealed surveyor's report
- beach profile plots depicting the 2019, 2020 and 2021 surveys
- 2021 mean high water (MHW) shoreline position and 2020-2021 MHW change tables
- 2020-2021 beach profile volume changes to seaward point of active transport (consistent with prior year reporting)
- borrow area sections depicting the 2019 and 2021 surveys
- 2019-2021 borrow area volume changes

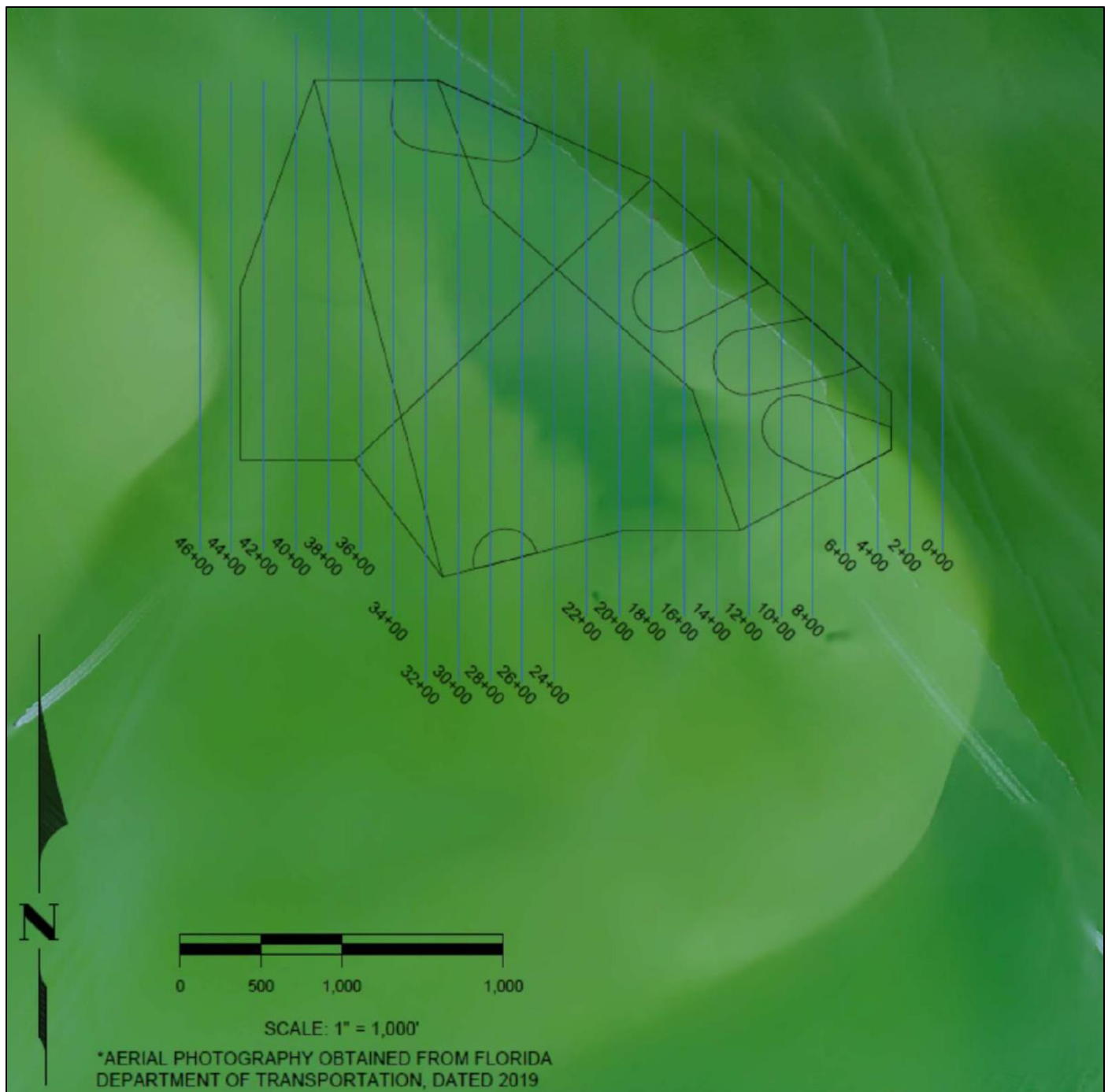


Figure 1. Borrow Area Survey Plan.

EXHIBIT B

Date: April 6, 2021

COMPENSATION AND METHOD OF PAYMENT
2021 MONITORING SURVEYS FOR ESTERO ISLAND

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 1	2021 Beach Profile and Borrow Area Monitoring Surveys	\$39,770	LS	W.I.P.P.
TOTAL		\$39,770		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 3/16/2020, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 3/16/2020, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: April 6, 2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR
2021 MONITORING SURVEYS FOR ESTERO ISLAND

Consultant or Sub-Consultant Name: Coastal Engineering Consultants, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule Included in Master Contract			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: April 6, 2021

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

2021 MONITORING SURVEYS FOR ESTERO ISLAND

CONSULTANT OR SUB-CONSULTANT NAME: Coastal Engineering Consultants, Inc.

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast
	Lunch
	Dinner
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual Cost
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

*NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: April 6, 2021

TIME AND SCHEDULE OF PERFORMANCE
2021 MONITORING SURVEYS FOR ESTERO ISLAND

This EXHIBIT "C" establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed
Task 1	2021 Beach Profile and Borrow Area Monitoring Surveys	180	180

EXHIBIT D

Date: April 6, 2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

2021 MONITORING SURVEYS FOR ESTERO ISLAND

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
NONE						

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT
BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE TOWN OF FORT MYERS BEACH
FOR
BEACH EROSION MONITORING (403278)**

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.

WITNESSETH:

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, 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, 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 Erosion Monitoring

NUMBER: 403278

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 Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee 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 monitoring of beach erosion on Fort Myers Beach.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2020 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2021 (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 of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Thirty two thousand thirteen dollars (\$32,013.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Thirty two thousand thirteen dollars and no cents (\$32,013.00) during the **COUNTY'S** fiscal year 2020/2021.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Thirty two thousand thirteen dollars. (\$32,013.00)
- 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** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.6 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with 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** is able to 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 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.
- 5.4 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 time 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** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.

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 effected 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 of 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
2525 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 10TH day of NOVEMBER, 20 20.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Missy Flint
DEPUTY CLERK

BY: Brian Hunter



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: Andrea Jones
OFFICE OF THE COUNTY ATTORNEY

ATTEST:
TOWN CLERK

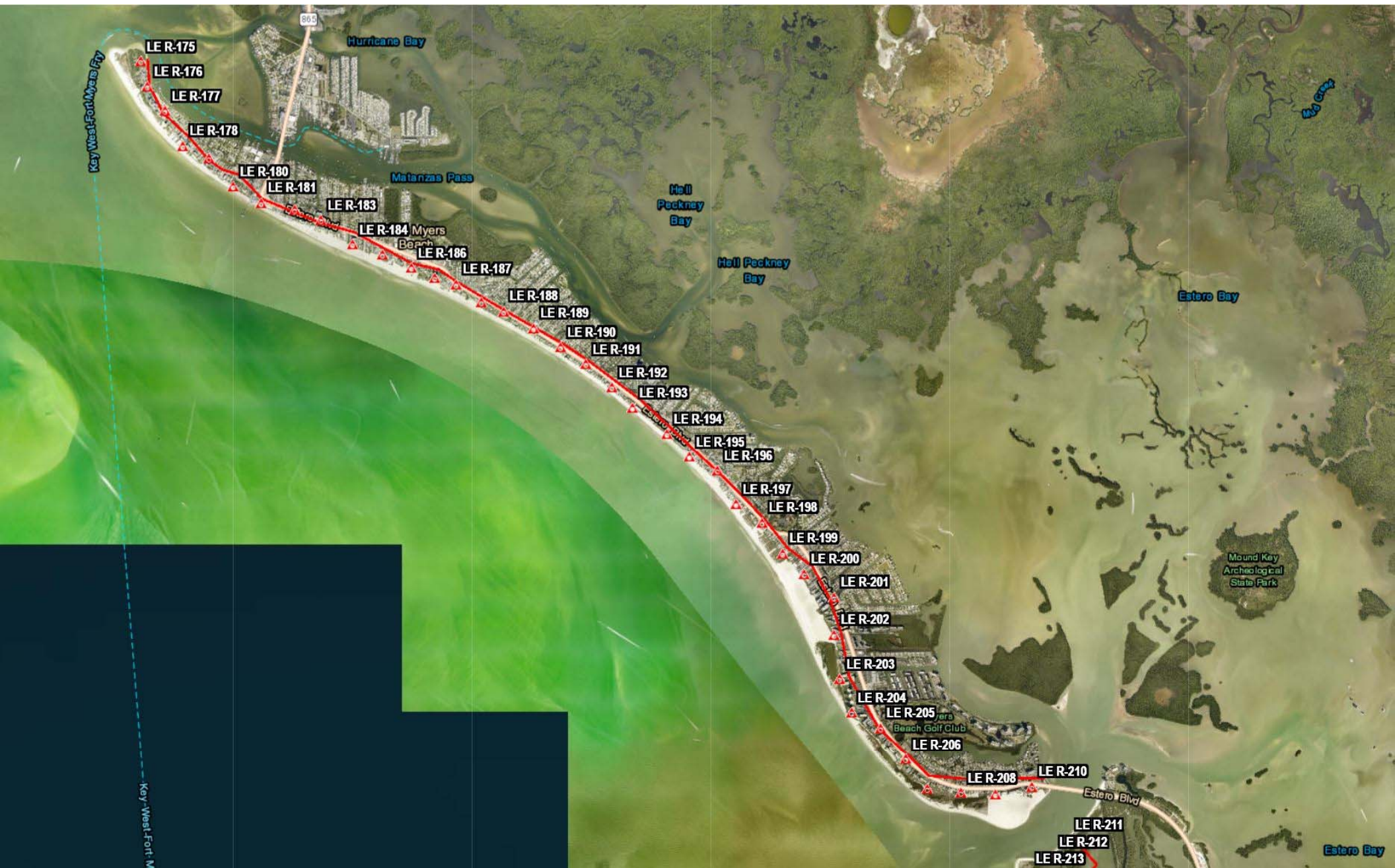
TOWN OF FORT MYERS BEACH, FLORIDA

BY: Michael D. Maher

BY: Jason T. Hunsicker

APPROVED AS TO FORM

BY: [Signature]
TOWN ATTORNEY'S OFFICE



1. Requested Motion:

Meeting Date: May 17, 2021

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN AMENDMENT TO TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, SECTION 34-268 ADMINISTRATIVE SETBACK VARIANCES AND SECTION 34-3273 GENERAL REQUIREMENTS FOR RESIDENTIAL USES ON NON CONFORMING LOTS; PROVIDING FOR SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on June 7, 2021 at 9:00 AM

Why the action is necessary:

To create internal consistency in the Land Development Code.

What the action accomplishes:

Creates internal consistency within the LDC

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Ordinance

4. Submitter of Information:

5. Background:

The Town Council has previously approved amendments to the LDC for height and setbacks of residential development. The Town's Code includes multiple sections that duplicate some of the regulations. This amendment is to clean up some duplication to make the recent changes internally consistent.

Section 34-3273 creates duplication of setback regulations with Table 34-3 for non-conforming residential lots. This amendment deletes unnecessary and conflicting language to Table 34-3.

The LPA recommended modifying LDC Sec. 34-268, Administrative Setback approvals in addition to Sec 34-3273. The additional amendment in Sec 34-268 was discussed as providing an appropriate place for a portion of 34-3273. The language remains in the LDC, but moved to a more appropriate place.

Attachments:

1. 21-04 LDC Amendment to Sec 34-268 Admin Setbacks and Sec 34-3273 Nonconforming Lots-C
2. Sec 34-268 Administrative Seback Variance and Sec. 34-3273 Non Conforming Lots

Financial Impact:

N/A

6. Alternative Action

Modify, deny

7. Management Recommendations:

Recommend approval of the amendment

8. Recommended Approval:

Jason Green, Community Development Services
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 4/26/2021
Approved - 4/28/2021
Approved - 5/11/2021
Approved - 5/12/2021
Final Approval - 5/12/2021

ORDINANCE 21-04

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN AMENDMENT TO TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, SECTION 34-268 ADMINISTRATIVE SETBACK VARIANCES AND SECTION 34-3273 GENERAL REQUIREMENTS FOR RESIDENTIAL USES ON NONCONFORMING LOTS; PROVIDING FOR SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council desires update the Fort Myers Beach Land Development Code to clarify, improve, and create consistency among sections; and

WHEREAS, the Town Council adopted Ordinance 20-19, Height and Setbacks, which amended multiple sections of the Land Development Code site development standards, including setbacks for residential structures that are occasionally repeated or duplicated in multiple section of the Code and require removal or amendments for consistency; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on April 13, 2021, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 7-0 to recommend approval of the requested amendment to Sec 34-3273 with an additional amendment to Sec 34-268 Administrative Setback Variances to add language more appropriate in Sec 34-3273, and

WHEREAS, on May 3, 2021 the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the request of the proposed edits to the Land Development Code, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons; and

WHEREAS, the Town Council set a second reading of the proposed Ordinance and a public hearing on this matter to be legally advertised and held before the Town Council on May 17, 2021; at which time the Town Council gave full and complete consideration to the request, the recommendation of the LPA, the recommendation of staff, consistency with the Comprehensive Plan and Land Development Code, the documents in the record, and the testimony of all interested persons; and

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

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

Section 2. Section 34-268 and Section 34-3273 of the Fort Myers Beach Land Development Code is hereby amended to read as follows:

CHAPTER 34 - ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES

Sec. 34-268. - Administrative setback variances.

(a) Upon written request using a form prepared by the director, the director is authorized to modify the setbacks in §§ 34-638, 34-1174—34-1176, and 34-1744 of this chapter under the following circumstances:

- (1) Street, rear, side, or waterbody setbacks may be modified to permit the remodeling of or additions to existing structures that are nonconforming with regard to a specific setback so long as the remodeling or addition will not result in:
 - a. An increase in the height of the structure; or
 - b. A further diminution of the setback. The director may approve bay windows, chimneys, and similar architectural features that may encroach further into the setback provided the encroachment does not protrude beyond the existing overhang of the building.
- (2) Street, rear, side, or waterbody setbacks may be modified to permit the construction of a handicapped access appurtenant to any existing structure.
- (3) Street, rear, side, or waterbody setbacks may be modified to allow the replacement of stairs or decking that provides access into an existing dwelling unit.
- (4) Street, rear, side, or waterbody setbacks may be modified to legitimize minor errors in setbacks at the time of construction.
- (5) Street, rear, or side setbacks may be modified for a residential lot with an unusual shape or orientation where, for instance, side and rear setbacks should be reversed.

- (6) Buildings or structures that are not in compliance with current setback regulations and which can be proven to have been permitted may also be reviewed by the director for consideration under this section.
- (7) Requirements for large satellite dishes may be modified as provided in § 34-1175(a)(6) of this chapter.
- (8) Certain nonconforming lots (see §34-3273) may qualify for an administrative setback variance.

(b) The director, prior to approving the modifications, must make the following findings of fact:

- (1) There are no apparent deleterious effects upon the adjoining property owners;
- (2) The modifications will not have an adverse impact on the public health, safety and welfare; and
- (3) The modifications will be the minimum required.

(c) Decisions by the director pursuant to this section are discretionary and may not be appealed in accordance with § 34-86 of this chapter.

Sec. 34-3273. - General requirements for residential uses on nonconforming lots.

Nonconforming lots may be developed subject to the following provisions:

- (1) All other regulations of this chapter shall be met, except as modified by this division.
- (2) A residential building may be placed on a single nonconforming lot provided the lot has at least 40 feet in width, 75 feet in depth, and 4,000 square feet in area.
- (3) ~~Minimum residential setbacks on nonconforming lots shall be as follows:~~
 - a. ~~Street and waterbody setbacks shall be as set forth in the regulations for the applicable zoning district.~~
 - b. ~~Side setbacks shall be ten percent of lot width, or five feet, whichever is greater.~~

- e. ~~Rear setbacks shall be 25 percent of lot depth, or 20 feet, whichever is smaller.~~
- d. ~~Certain nonconforming lots may qualify for an administrative setback variance (see § 34-268 of this chapter).~~

(34) Any development on nonconforming lots must comply with all density restrictions of the Fort Myers Beach Comprehensive Plan.

- a. Density computations shall be in accordance with § 34-632 of this chapter.
- b. If density computations do not allow even one dwelling unit on a nonconforming lot, one single-family residence may still be permitted if a minimum-use determination is obtained in accordance with § 34-3274, below.

(45) No division of any nonconforming lot may be permitted which creates a lot with width, depth, or area below the minimum requirements stated in this chapter, except for combinations and redivisions in accordance with § 34-3275 of this chapter.

(56) The burden of proof for demonstrating that a lot is a nonconforming lot in accordance with this division, and lawfully existed at the specified date, shall be with the owner.

(67) The remaining lot after condemnation shall be treated in accordance with § 34-3206 of this chapter.

Section 3. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted LDC or Town Code provision, ordinance or statute, the most restrictive shall apply.

Section 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

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

Section 6. This ordinance shall become effective upon adoption by the Town Council.

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

Raymond P. Murphy, Mayor _____
Rexann Hosafros, Vice Mayor _____
Dan Allers, Council Member _____
Jim Atterholt, Council Member _____
Bill Veach, Council Member _____

ADOPTED this ____ day of _____, 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, 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:**

John R. Herin, Jr., Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this __ day of _____, 2021.

Land Development Code Sec 34-268 and 34-3272 Strikethrough / underline edits

Sec. 34-268. - Administrative setback variances.

- (a) Upon written request using a form prepared by the director, the director is authorized to modify the setbacks in §§ 34-638, 34-1174—34-1176, and 34-1744 of this chapter under the following circumstances:
 - (1) Street, rear, side, or waterbody setbacks may be modified to permit the remodeling of or additions to existing structures that are nonconforming with regard to a specific setback so long as the remodeling or addition will not result in:
 - a. An increase in the height of the structure; or
 - b. A further diminution of the setback. The director may approve bay windows, chimneys, and similar architectural features that may encroach further into the setback provided the encroachment does not protrude beyond the existing overhang of the building.
 - (2) Street, rear, side, or waterbody setbacks may be modified to permit the construction of a handicapped access appurtenant to any existing structure.
 - (3) Street, rear, side, or waterbody setbacks may be modified to allow the replacement of stairs or decking that provides access into an existing dwelling unit.
 - (4) Street, rear, side, or waterbody setbacks may be modified to legitimize minor errors in setbacks at the time of construction.
 - (5) Street, rear, or side setbacks may be modified for a residential lot with an unusual shape or orientation where, for instance, side and rear setbacks should be reversed.
 - (6) Buildings or structures that are not in compliance with current setback regulations and which can be proven to have been permitted may also be reviewed by the director for consideration under this section.
 - (7) Requirements for large satellite dishes may be modified as provided in § 34-1175(a)(6) of this chapter.
 - (8) Certain nonconforming lots (see §34-3273) may qualify for an administrative setback variance.
- (b) The director, prior to approving the modifications, must make the following findings of fact:
 - (1) There are no apparent deleterious effects upon the adjoining property owners;
 - (2) The modifications will not have an adverse impact on the public health, safety and welfare; and
 - (3) The modifications will be the minimum required.
- (c) Decisions by the director pursuant to this section are discretionary and may not be appealed in accordance with § 34-86 of this chapter.

Sec. 34-3273. - General requirements for residential uses on nonconforming lots.

Nonconforming lots may be developed subject to the following provisions:

- (1) All other regulations of this chapter shall be met, except as modified by this division.
- (2) A residential building may be placed on a single nonconforming lot provided the lot has at least 40 feet in width, 75 feet in depth, and 4,000 square feet in area.
- (3) ~~Minimum residential setbacks on nonconforming lots shall be as follows:~~
 - ~~a. Street and waterbody setbacks shall be as set forth in the regulations for the applicable zoning district.~~
 - ~~b. Side setbacks shall be ten percent of lot width, or five feet, whichever is greater.~~
 - ~~c. Rear setbacks shall be 25 percent of lot depth, or 20 feet, whichever is smaller.~~
 - ~~d. Certain nonconforming lots may qualify for an administrative setback variance (see § 34-268 of this chapter).~~
- (34) Any development on nonconforming lots must comply with all density restrictions of the Fort Myers Beach Comprehensive Plan.
 - a. Density computations shall be in accordance with § 34-632 of this chapter.
 - b. If density computations do not allow even one dwelling unit on a nonconforming lot, one single-family residence may still be permitted if a minimum-use determination is obtained in accordance with § 34-3274, below.
- (45) No division of any nonconforming lot may be permitted which creates a lot with width, depth, or area below the minimum requirements stated in this chapter, except for combinations and redivisions in accordance with § 34-3275 of this chapter.
- (56) The burden of proof for demonstrating that a lot is a nonconforming lot in accordance with this division, and lawfully existed at the specified date, shall be with the owner.
- (67) The remaining lot after condemnation shall be treated in accordance with § 34-3206 of this chapter.

1. Requested Motion:

Meeting Date: May 17, 2021

Authorize the vacation of a portion of Town right-of-way on School Street to the Lee County School Board.

Why the action is necessary:

Pursuant to Chapter 2 Administration, Article VI Vacation of Town Interest in Real Property, a Resolution is required in order to approve or approve with conditions a request to vacate portions of Town right-of-way and plats. The request is intended to implement the site development plans for the Bay Oaks Recreational Campus Redevelopment.

What the action accomplishes:

Implements the most recent agreement between the School Board and the Town of Fort Myers Beach to realign property lines in anticipation of Bay Oaks redevelopment.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

5. Background:

An application has been submitted requesting vacation of a portion of right-of-way. The request is related to implementing the preliminary redevelopment plan of the Bay Oaks Recreational Campus Redevelopment. This is additional right-of-way negotiated with the School Board to be vacated.

The information provided includes legal descriptions and sketches of the proposed right-of-way wanting to be vacated. The attachment includes all of the the required items.

On May 5, 2021 the Town LPA passed the motion 6-0.

Attachments:

1. Resolution 21-24, School Street Vacate with Exhibit A
2. Vacate ROW Staff Report May 11 2021
3. School Street APP Binder
4. LONO School Street Vacation- Lee County
5. Fire Dept Letter
6. Vacation Application ROW

Financial Impact:

N/A

6. Alternative Action

7. Management Recommendations:

Recommend approval

8. Recommended Approval:

Carl Benge, Assistant Community Development Director
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk

Created/Initiated - 5/12/2021
Approved - 5/12/2021
Approved - 5/12/2021
Final Approval - 5/12/2021

RESOLUTION 21-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING APPLICATION VAC20210035, REQUESTING TO VACATE PORTIONS OF TOWN OF FORT MYERS BEACH, FLORIDA RIGHT-OF-WAY, ALSO KNOWN AS SCHOOL STREET, OWNED BY THE TOWN OF FORT MYERS BEACH WITHIN THE “WINKLER SUBDIVISION”, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED TO THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Fort Myers Beach (“Applicant”), in accordance with Chapter 177, *Florida Statutes*, the Town of Fort Myers Beach Land Development Code (“LDC”), filed applications with the Town of Fort Myers Beach (“Town”) to vacate portions of Town right-of-way within the Winkler Subdivision legally described in attached Exhibit “A”(“Legal Description of Parcels”); and

WHEREAS, Chapter 2 Administration, Article VI of the Fort Myers Beach Code of Ordinances directs the Town Council to consider future likelihood that right-of-way may be needed, that the convenient access of property owners on adjoining street rights-of-way will not be adversely affected, and vacation of the property will not affect ownership or rights of other owners in the subdivision.; and

WHEREAS, proper notice of property owners within 500 feet and publication of a notice of public hearing and as required under Article VI, were published notifying the public that the Town Council of Fort Myers Beach will hold a public hearing on May 17, 2021 at 9:00 AM or shortly thereafter to consider and recommend approval, approval with conditions, or deny the Request to Vacate; and

WHEREAS, on May 17, 2021, the Town Council conducted a properly noticed public hearing to give consideration to the Request to Vacate, staff report, and testimony given at the public hearing; and

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, correct, and incorporated herein by this reference.

Section 2. The Town Council makes the following findings of fact with respect to the Request to Vacate:

- a. The Town owns and is responsible for the maintenance of the right-of-way that is the subject of the Request to Vacate.
- b. The Applicant is the owner of land adjacent to the right-of-way and land sought to be vacated.
- c. The Applicant and the Town are the only affected property owners

- concerning the intent of the Request to Vacate.
- d. The general public will benefit from the vacation of the Town right-of-way and property, and that such right-of-way and property are no longer required for the public use and convenience.
- e. The Town's interest in the right-of-way, plat or portion of a plat described in Exhibit "A" to this Resolution is hereby vacated.

Section 3. Granting of the Request to Vacate is subject to the following conditions:

- a. All projects shall be completed within a timeframe approved by the Town Manager or the vacated right-of-way and property shall automatically revert to the Town.

Section 4. This Resolution shall take effect immediately upon its adoption.

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

Raymond P. Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Jim Atterholt, Councilmember	_____
Dan Allers, Councilmember	_____
Bill Veach, Councilmember	_____

ADOPTED this 17th day of May, 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM:

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2021.

Description of a Parcel of Land
Lying in
Section 19, Township 46 South, Range 24 East
Town of Fort Myers Beach, Lee County, Florida
(Vacation Parcel - A 50'X75' Portion of an un-named Street)

A parcel of land situated in the State of Florida, County of Lee, Town of Fort Myers Beach, Section 19, Township 46 South, Range 24 East, being a portion of an un-named street lying between Block J and Block I, Winkler Subdivision, as recorded in Plat Book 8 at Page 45, Public Records of Lee County, Florida, and further described as follows:

Commencing at the northwesterly most corner of Lot 48 of said Block J of said Winkler Subdivision; thence S25°17'00"W along the easterly line of Lots 1 through 9 of said Block J for 225.00 feet to the northeast corner of Lot 10 of said Block J; thence N64°43'00"W along the northerly line of Lot 10 of said Block J for 150.00 feet to the northwest corner of said Lot 10, Block J and to the Point of Beginning; thence continue N64°43'00"W along the northwesterly extension of the northerly line of Lot 10 of said Block J for 50.00 feet to the northeast corner of Lot 17, Block I of said subdivision; thence N25°17'00"E along the easterly line of said Block I for 75.00 feet to the northeast corner of Lot 20, of said Block I; thence S64°43'00"E along the southeasterly extension of the northerly line of Lot 20 of said Block I for 50.00 feet to the northwest corner of Lot 7, of said Block J; thence S25°17'00"W along the westerly line of said Block J for 75.00 feet to the Point of Beginning.

Containing 3,750 square feet (0.09 acres), more or less.

Subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

Bearings are based on the westerly line of Bay Road (the easterly line of said Block J) as bearing S25°17'00"W.

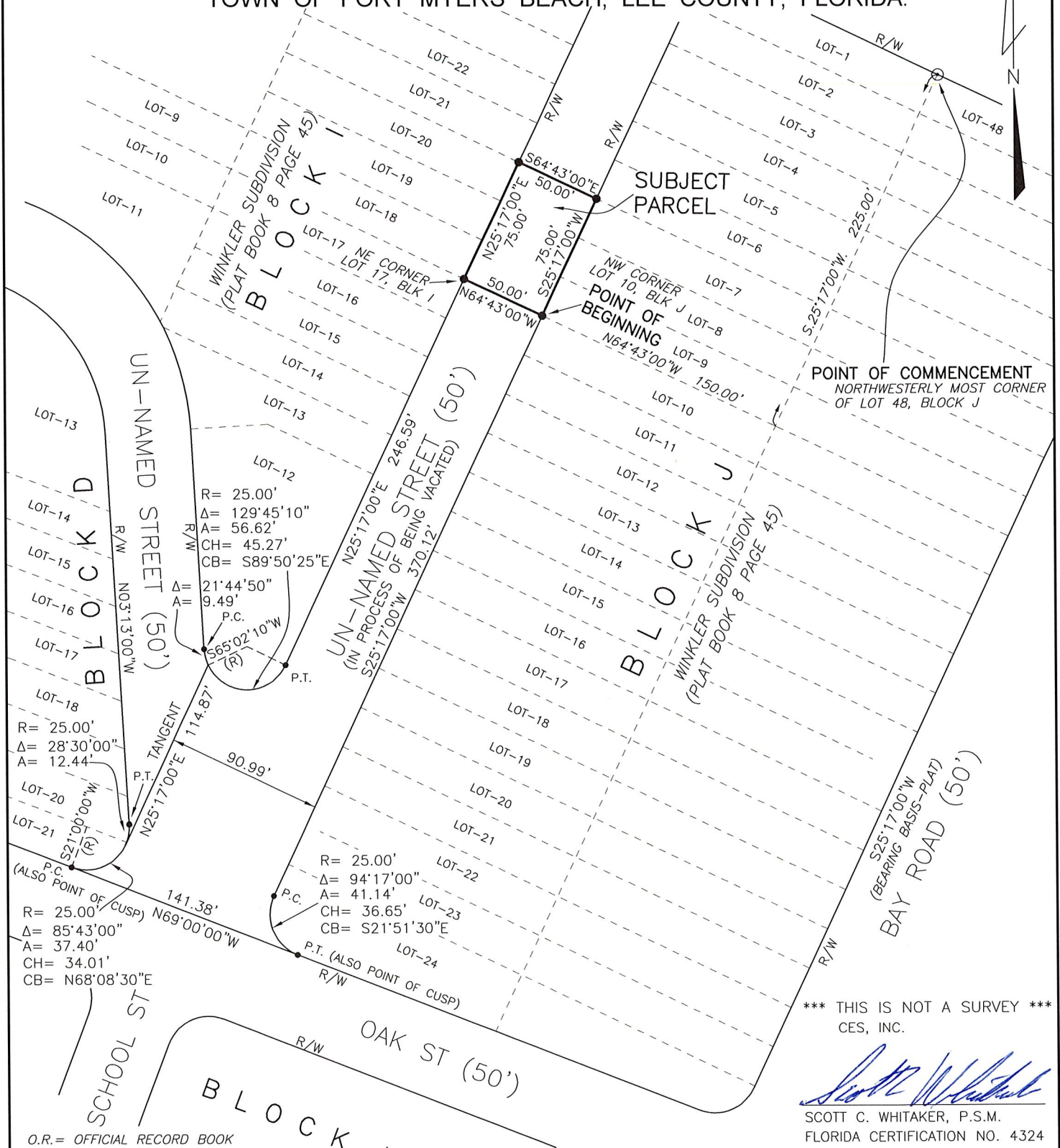
CES, Inc. (LB8267)



Scott C. Whitaker, P.S.M. 4324
Professional Surveyor and Mapper
State of Florida

SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND LYING IN
SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA.



*** THIS IS NOT A SURVEY ***
CES, INC.

Scott C. Whitaker
SCOTT C. WHITAKER, P.S.M.
FLORIDA CERTIFICATION NO. 4324

O.R. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
PG. = PAGE
R/W = RIGHT-OF-WAY
P.C. = POINT OF CURVE
P.T. = POINT OF TANGENCY
(R) = RADIAL
SUBJECT TO FIELD SURVEY

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND
RIGHTS-OF-WAY (WRITTEN AND UNWRITTEN, RECORDED AND
UNRECORDED).

VACATION OF A 50'X75' PORTION OF AN UN-NAMED STREET

CES Inc

Engineers • Environmental Scientists • Surveyors

13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919

PH (239) 481-1331

2010596.002SK_UN-NAMED STREET_ADD1.dwg

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB8267

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
04-29-21	596.002	SCW	1" = 80'	2 OF 2	19-46-24



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

TYPE OF CASE: Vacate Town Right-of-Way, Portions of School Street

CASE NUMBER: VAC20210035

Town Council: May 17, 2021

**PREPARED/
SUBMITTED BY:** Jason Green, AICP

I. APPLICATION SUMMARY

Applicant: Town of Fort Myers Beach/Chelsea O'Riley

Request: The applicant is seeking to vacate a portion of right-of-way located on a portion of School Street.

Subject property: See attachments for legal description and survey

II. BACKGROUND AND ANALYSIS

Background:

The applicant, Chelsea O'Riley (Town of Fort Myers Beach), is finalizing plans for Bay Oaks Recreational Campus and has worked with neighboring properties to secure the required lands for redevelopment, including the vacations of right-of-way and transfers of properties to better organize the area. The language in Ordinance 20-06 provides considerations and process for the right-of-way vacation requests.

On May 11, 2021 the Town LPA voted and passed the vacation 6-0.

Analysis:

The applicant has provided a letter of intent, pursuant to the requirements in Ordinance 20-06. The ordinance mandates three facts be established by this letter; summarized, these are:

- 1) That the vacation will not adversely affect ownership or rights of other landowners, nor the access of other landowners in a platted subdivision,
- 2) That the vacation will not adversely affect infrastructure and does not conflict with Town, county, or state plans regarding road right-of-way, and

- 3) The applicant has proven ownership of part of the subdivision, and vacation of the property will not affect ownership or rights of other owners in the subdivision.

The applicant's application and statement of intent confirms these three facts. The proposed vacation of the described right-of-way would result in redevelopment of the Bay Oaks Recreational Campus, exchange of property with the School District, and a better organized layout of uses; with no expected adverse effects to the public.

Ordinance 20-06, Vacation of Town Interest in Real Property, provides intent and procedures for this process, including review criteria. The application has been reviewed to determine the future likelihood the Town, county, or state may need the subject right-of-way. Agency letters have been provided for this submission. Pursuant to the procedure outlined in this ordinance, the report will further address the proposal's relationship to the goals, objectives, and policies in the Town's Comprehensive Plan and the Capital Improvement Plan (CIP).

Comprehensive Plan Compatibility:

The Future Transportation Element of the Fort Myers Beach Comprehensive Plan provides several references to vacation of rights-of-way. Object 7-J states:

"Although no future right-of-way needs have been identified, some existing town and county rights-of-way are substandard and few are wider than needed. The town shall not vacate or acquiesce in the vacationing of existing rights-of-way except where no public purpose would be served by retaining the right-of-way."

Policy 7-J-1 states: *"Town and county rights-of-way are needed for the undergrounding of utilities; for the expansion of sidewalks and bike paths; for water accesses; for on-street parking; for public transit and road improvements; and for other public purposes. The town shall strictly limit vacations of rights-of-way and easements to preserve future access for these purposes."*

The requested vacation of right-of-way allows for a greater public purpose, reaching Objective 7-J in the Future Transportation Element of the comprehensive plan. The proposed vacation of right-of-way would allow the Town to continue with the Bay Oaks Recreational Campus improvements while providing the necessary easements to local agencies.

III. CONCLUSION

Staff finds public purpose or benefit to the vacation of the right-of-way. The vacation of right-of-way will allow the Town to move forward with the Bay Oaks Recreational Campus improvements, coordinate efforts with the School District, and better serve the community. The vacation of the right-of-way enhances the redevelopment of Bay Oaks and School District property.



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Site Address: ROW on School Street (unnamed street)

STRAP Number: ROW

Applicant: Town of Fort Myers Beach Phone: 239.765.0202

Contact Name: Chelsea O'Riley Phone: 239.765.0202

Email: Chelsea@fmbgov.com Fax: 239.765.0909

Current Zoning District: _____

Future Land Use Map (FLUM) Category: _____

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

ACTION REQUESTED

- ☐ Special Exception
- ☐ Variance
- ☐ Conventional Rezoning
- ☐ Planned Development ☐ Commercial ☐ Residential
- ☐ Master Concept Plan Extension
- ☐ Appeal of Administrative Action
- ☒ Vacation of Platted Right-of-way and Easement
- ☐ Other – cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

PH-A

PH-B

PH-C

PH-D

PH-E

PH-F

PH-G

attach on separate sheet

PART I – General Information

A. Applicant*: Town of Fort Myers Beach Phone: 239.765.0202

**Applicant must submit a statement under oath that he/she is the authorized representative of the property owner.*

Please see PART III to complete the appropriate Affidavit form for the type of applicant.

Applicant Mailing Address: 2525 Estero Boulevard, Fort Myers Beach, FL. 33931

Email: Chelsea@fmbgov.com Fax: 239.765.0909

Contact Name: Chelsea O'Riley Phone: 239.765.0202



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

B. Relationship of Applicant to subject property:

- | | | |
|---|---|--|
| ☒ Owner* | ☐ Land Trust* | ☐ Partnership* |
| ☐ Corporation* | ☐ Association* | ☐ Condominium* |
| ☐ Subdivision* | ☐ Timeshare Condo* | ☐ Contract Purchaser* |
| ☐ Authorized Representative* | ☒ Other* (please indicate) <u>ROW</u> | |

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

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

Name: Roger T. Hernstadt Phone: 239.765.0202

Address: 2525 Estero Boulevard, Fort Myers Beach, FL. 33931

Email: Roger@fmbgov.com Fax: 239.765.0909

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

Name: Chelsea O'Riley Phone: 239.765.0202

Address: 2525 Estero Boulevard, Fort Myers Beach, FL. 33931

Email: Chelsea@fmbgov.com Fax: 239.765.0909

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

PART II - Nature of Request

Requested Action (each request requires a separate application)

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

☐ Appeal of Administrative Action

☒ Vacation

☒ Right-of-Way

☐ Easement

☐ Other. Please Explain: _____

PART III – Waivers

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

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV – Property Ownership (Single Owner)

☒ Single Owner (individual or husband and wife)

Name: Town of Fort Myers Beach Phone: 239.765.0202

Mailing Address: 2525 Estero Boulevard, Fort Myers Beach, FL. 33931

Email: Roger@fmbgov.com Fax: 239.765.0909

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Roger T. Hernstadt swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the Town of Fort Myers Beach in accordance with this application and the Land Development Code;

All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

I have authorized the staff of the Town of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that

The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Signature

Roger T. Hernstadt
Printed Name

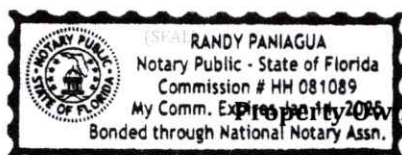
STATE OF Florida COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of X physical

presence OR _____ online notarization, this 30 day of April, 2021, by

Roger T. Hernstadt ☒ who is personally known to me OR ☐ who has produced

_____ as identification.



PART V

Notary Public Signature

Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address

Percentage of Interest

_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____
_____	_____

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

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Date of Contract: _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

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

_____	Roger T. Hernstadt, Town Manager
Signature	Printed Name

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

I, _____ (name), as _____ (title)
of _____ (company), swear or affirm under oath, that I am the
owner or the authorized representative of the owner(s) of the property and that:

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Signature

Title

Typed or Printed Name

Date

STATE OF _____ COUNTY OF _____

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

Seal

Notary Public Signature

PART VI- Property Information

A. Legal Description:

STRAP: N/A - Right of Way

Property Address: ROW at the end of unnamed road (extension of School Street)

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County? ☐ No. Attach a legible copy of the legal description as Exhibit 6-1.

☒ Yes. Property identified in subdivision: Winkler Subdivision

Book: 8 Page: 45 Unit: _____ Block: _____ Lot(s): _____

B. Boundary Survey:

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

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

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

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

Total land area: _____ ☐ acres ☐ square feet

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

Located in the mid-section of the island, the right of way is located on unnamed
street (the extension of School Street).

☒ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

☐ Low Density

☐ Mixed Residential

☐ Boulevard

☒ Pedestrian Commercial

☐ Marina

☐ Recreation

☐ Wetlands

☐ Platted Overlay



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

EXPLANATORY NOTES

Please do not print, copy and submit these instructions

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

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

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

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

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

Explanatory Notes – Part I

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

Explanatory Notes – Part II

Indicate the requested action.

Explanatory Notes – Part III

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

Explanatory Notes – Part IV

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Explanatory Notes – Part V

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

Explanatory Notes – Part VI

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

- line. Exhibit 6-2
- C. Provide the property dimensions or the approximate dimensions if the property is not a regular quadrilateral.
 - D. Describe how to get to the property starting from either the Sky Bridge or the Big Carlos Pass Bridge (specify which). Exhibit 6-3
 - E. If there are any deed restrictions or covenants that might affect the requested action, provide the information. Exhibit 6-4
 - F. A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5
 - G. Attach a list of the surrounding property owners within 500 feet of the perimeter of the area of the request. Also include two sets of mailing labels providing the names and addresses of the owners on this list, and a map showing the parcel boundaries within the 500-foot radius Exhibit 6-6. This information can be acquired for a small fee by requesting a "variance report" from the Map Sales Office at the Lee County Property Appraiser's Office. Contact information for the Property Appraiser can be found at <http://www.leepa.org>.
 - H. Indicate the Future Land Use Map category or categories of the property as shown on the Fort Myers Beach Comprehensive Plan's Future Land Use Map, and whether the property is located in the "platted overlay" on the map.
 - I. Indicate the current zoning of the property. In most cases the current zoning is shown on the official zoning map of the Town of Fort Myers Beach, as adopted by ordinance. If zoning actions affecting the subject property have been taken since March 2004, call Town Hall to verify the current zoning.

Explanatory Notes – Part IV & V

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



**NOTICE OF PUBLIC HEARING
REQUEST TO VACATE PORTIONS OF RIGHT-OF-WAY
WINKLER SUBDIVISION
Plat Book 8, Page 45, Public Records of Lee County, Florida**

Please take notice that a public hearing on a Resolution to consider to vacate certain portions of the right-of-way in WINKLER SUBDIVISION has been scheduled before the TOWN COUNCIL of the TOWN OF FORT MYERS BEACH for:

DATE: Monday, May 17, 2021

TIME: 9:00 AM., or as soon thereafter as may be heard

LOCATION: Council Chambers, Town Hall, 2525 Estero Boulevard, Fort Myers Beach, FL 33931

Prior to the public hearing at the Town Council, the LPA will make a recommendation at their May 11, 2021 9:00AM meeting.

Those portions of the right-of-way of WINKLER SUBDIVISION proposed for vacation are shown on the copy of the plat attached to this Notice. A legal description and sketch of the areas to be vacated is also attached. The proposed vacations are generally located in the right-of-way on School Street (VAC 20210035).

Pursuant to Town of Fort Myers Beach Ordinance 20-06, this Notice is required to be mailed by the applicant to property owners within 500 feet of the proposed vacations. Lee County Property Appraiser records reflect that you own property within 500 feet of the proposed vacations.

A copy of the application and supporting materials for the proposed vacations may be inspected at the Town Hall, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday (except holidays). For further information, you may call the Town Clerk's office at (239) 765-0202.

IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE TOWN COUNCIL 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 accommodations, please notify the Town Clerk's office at least 72 hours in advance. (239)765-0202. Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the Town Clerk's office.

FORT MYERS BEACH ESTERO ISLAND

P. 239-765-0202 | **F.** 239-765-0909 | 2525 Estero Boulevard, Fort Myers Beach, FL 33931

Town of Fort Myers Beach

Letter of Intent

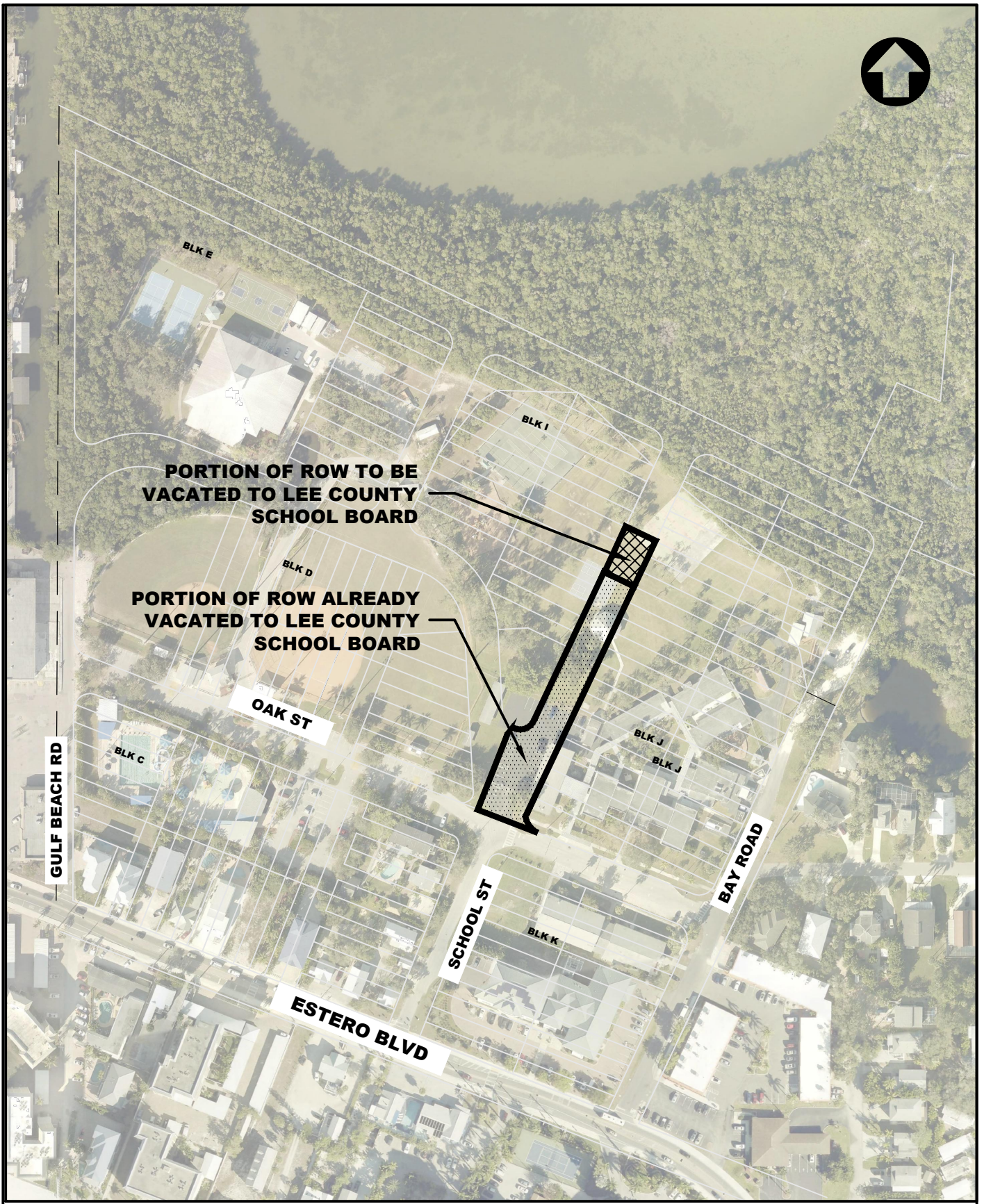
The applicant, The Town of Fort Myers Beach, has begun redevelopment plans for Bay Oaks Recreational Campus and has worked with neighboring properties to secure the required lands for redevelopment, including the vacations of two right-of-ways and transfers of properties to better organize the area. The language in Ordinance 20-06 provides considerations and process for the right-of-way vacation requests.

The property is depicted in the diagram labeled "Exhibit A" and is located off of Estero Boulevard at the ends of School Street. The vacation of the right-of-ways being proposed would result in redevelopment of the existing improvements to the public property around the parcels with no known adverse effect to the public.

The subject property complies with Objective 7-J of the Comprehensive Plan which protects public access by stating, "The Town shall not vacate or acquiesce in the vacation of existing rights-of-way except where no public purpose would be served by retaining the right-of-way." Additionally, Policy 7-J-1 states in regard to rights-of-ways that "Town and county rights-of-way are needed for the undergrounding of utilities; for the expansion of sidewalks and bike paths; for water accesses; for on-street parking; for public transit and road improvements; and for other public purposes. The town shall strictly limit vacations of rights-of-way and easements to serve future access for these purposes." The vacation of the subject properties will still allow for access for utilities, improvements, and further allow both the Lee County School Board, Lee County, and the Town to further develop and improve these areas. The Town has maintained direct communication and worked alongside both Lee County and the Lee County School Board to determine the best use of the vacated properties and those adjacent to them. The properties have no direct access to Estero Boulevard, located at the end of the right of ways, which should not affect the traffic flow of the neighboring areas or access to any existing utilities or structures.

Given the minimal changes of ownership to the subject properties through the requested vacations, it is evident that the vacation results in a future public benefit to the Town of Fort Myers Beach community and Fort Myers Beach Elementary school with the potential for continued improvements and future redevelopment to the Bay Oaks Recreation Center and surrounding properties. The supplemental documentation provided with the request confirms the ownership of the subject property.

To the best of the Town's knowledge, the requested vacation will not adversely affect the ownership or rights of other persons owning other lands, and will not adversely affect the convenient right of access of persons owning other lands, and will not adversely affect the convenient right of access of persons owning other parts of the sub division. Further, the vacation will not adversely affect future infrastructure and is not in conflict with city, county or state plans regarding road rights-of-way, water retention, utility or drainage plans. The Town is the owner and maintains the right-of-ways within the subdivision for which vacation is sought for.



RIGHT-OF-WAY VACATION

**EXHIBIT
A**

**NOTICE OF PROPOSED ADOPTION OF RESOLUTION VACATING AND ABANDONING A
SUBDIVISION PLAT OR PORTION THEREOF**

NOTICE IS HEREBY GIVEN that a public hearing to be held on May 17, 2021, the Town Council of the Town of Fort Myers Beach, Florida, will consider the adoption of a resolution vacating and abandoning the subdivision plat or portion thereof of Winkler Subdivision, being more particularly described as follows:

Description of a Parcel of Land
Lying in
Section 19, Township 46 South, Range 24 East
Town of Fort Myers Beach, Lee County, Florida
(Vacation Parcel - A 50'X75' Portion of an un-named Street)

A parcel of land situated in the State of Florida, County of Lee, Town of Fort Myers Beach, Section 19, Township 46 South, Range 24 East, being a portion of an un-named street lying between Block J and Block I, Winkler Subdivision, as recorded in Plat Book 8 at Page 45, Public Records of Lee County, Florida, and further described as follows:

Commencing at the northwesterly most corner of Lot 48 of said Block J of said Winkler Subdivision; thence S25°17'00"W along the easterly line of Lots 1 through 9 of said Block J for 225.00 feet to the northeast corner of Lot 10 of said Block J; thence N64°43'00"W along the northerly line of Lot 10 of said Block J for 150.00 feet to the northwest corner of said Lot 10, Block J and to the Point of Beginning; thence continue N64°43'00"W along the northwesterly extension of the northerly line of Lot 10 of said Block J for 50.00 feet to the northeast corner of Lot 17, Block I of said subdivision; thence N25°17'00"E along the easterly line of said Block I for 75.00 feet to the northeast corner of Lot 20, of said Block I; thence S64°43'00"E along the southeasterly extension of the northerly line of Lot 20 of said Block I for 50.00 feet to the northwest corner of Lot 7, of said Block J; thence S25°17'00"W along the westerly line of said Block J for 75.00 feet to the Point of Beginning.

Containing 3,750 square feet (0.09 acres), more or less.

Subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

Bearings are based on the westerly line of Bay Road (the easterly line of said Block J) as bearing S25°17'00"W.

and renouncing and disclaiming any right of the Town of Fort Myers Beach, Florida and the public in and to the aforesaid property as set forth in the Resolution. Dated this ____ day of _____, 2021.

TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA

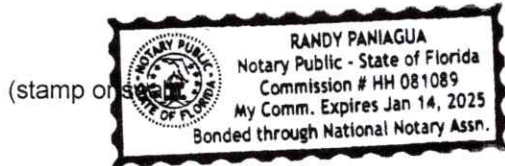
AFFIDAVIT OF MAILING NOTICE

Before me, the undersigned Public Notary of the State of Florida, personally appeared Chelsea O'Riley, who, being under oath, does say or depose that on this day, the 29th of April 2021, she has mailed the Notice of Public Hearing attached hereto as Exhibit "A" to the list of property owners identified in Exhibit "B" attached hereto who are within 500 feet of the proposed vacations of portions of the right-of-way shown on the plat of WINKLER SUBDIVISION submitted by the Town of Fort Myers Beach in accordance with Town of Fort Myers Beach Ordinance 20-06.

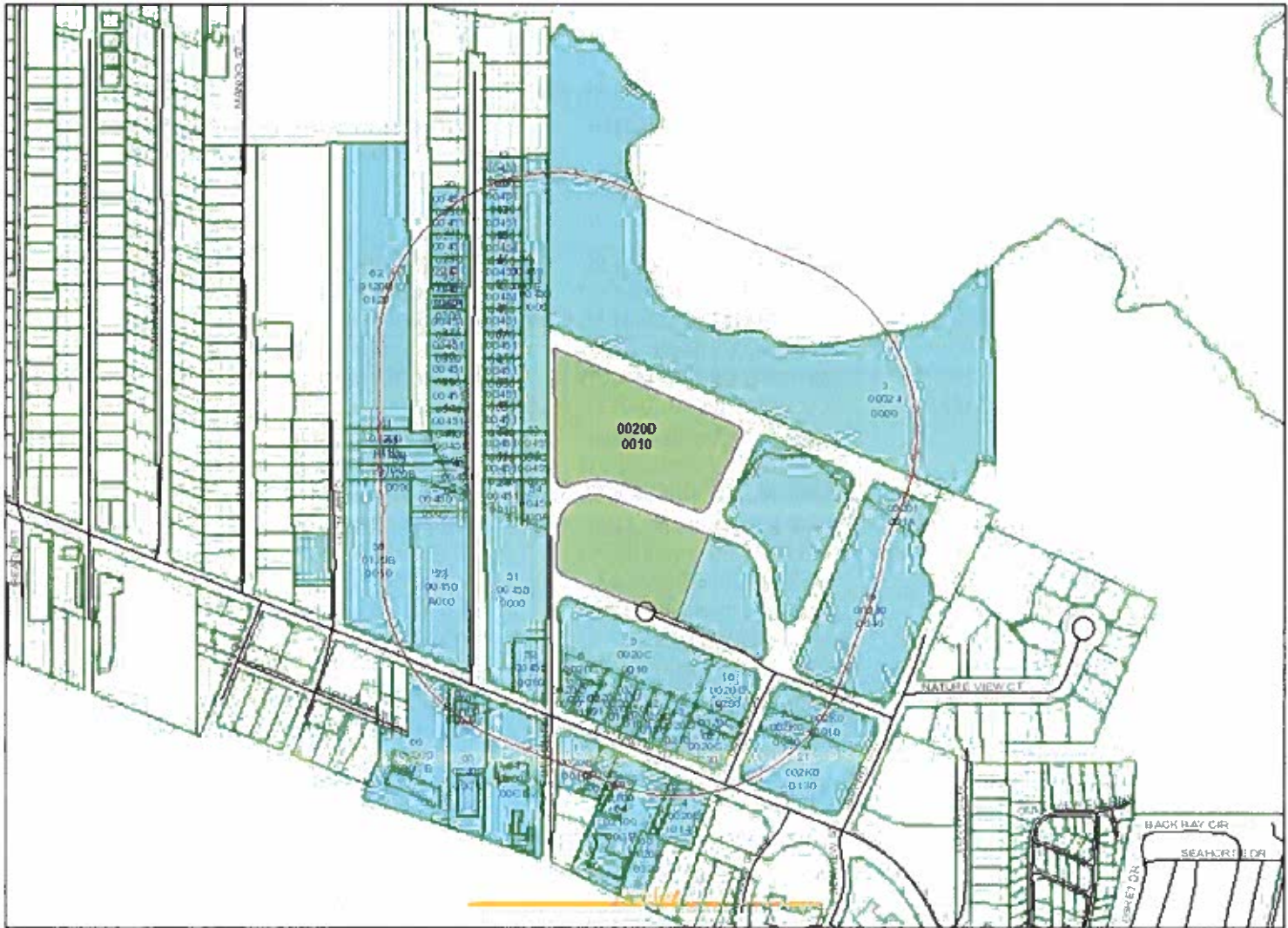
SIGNATURE Chelsea O'Riley PRINTED NAME CHELSEA O'RILEY

STATE OF Florida COUNTY OF LEE

The foregoing instrument was certified and subscribed before me by means of X physical presence OR
online notarization, this 03 day of May, 20 21, by
Chelsea O'Riley, ✓ who is personally known to me OR _____ who has produced
_____ as identification.



NOTARY SIGNATURE Randy Paniagua



Date of Report: April 29, 2021

Buffer Distance: 500 feet

Parcels Affected: 96

Subject Parcel: **19-46-24-W3-0020D.0010**

[Click here to download the map image, mailing labels \(Avery 5161\) and CSV formatted information.](#)

To change, add or remove subject parcels please change the parcel selection in [GeoView](#)

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
SK FMB GROUP LLC 17761 SAN CARLOS BLVD FORT MYERS BEACH FL 33931	19-46-24-W2-0020B.0010 2610 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD. BLK B PB 8 PG 45 LOTS 1 2 3	1
BREESE CAROL J TR 2630 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W2-0020B.0040 2630 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD. BLK B PB 8 PG 45 LOTS 4 + 5	2
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	19-46-24-W3-00024.0000 199 BAY RD FORT MYERS BEACH FL 33931	GOVT LOT 1 ISLD EXC THAT PT PLATTED. TRACTS 15 16 17 18 IN SEC 24 46 23 PT OF	3
CORCELLI DONALD N & MARY E 290 IBIS ST FORT MYERS BEACH FL 33931	19-46-24-W3-0020B.0140 2670/2680 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK B PB 8 PG 45 LOTS 14 THRU 17	4
TOWN OF FORT MYERS BEACH FINANCE DEPT 2525 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-0020C.0010 2600 OAK ST FORT MYERS BEACH FL 33931	WINKLERS SUBD. BLK C PB 8 PG 45 LOTS 1 THRU 6 + LOT 20 + LOTS 35 THRU 46	5
GULF BEACH LLC 707 WEST ST	19-46-24-W3-0020C.0070 100 GULF BEACH RD	WINKLERS SUBD BLK C PB 8 PG 45 LOTS 7 + 8 + NLY 50 FT OF	6

EDGAR WI 54426	FORT MYERS BEACH FL 33931	LOT 11	
DJ AREND FARMS INC 15759 RD 138 PAULDING OH 45879	19-46-24-W3-0020C.0090 2601 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK C PB 8 PG 45 LOT 9	7
REEF OF FMB LLC JARET BISHOP 2411 US RT 22 SW WASHINGTON COURT HOUSE OH 43160	19-46-24-W3-0020C.0110 2611 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK C PB 8 PG 45 LOT 10 + LOT 11 LESS NLY 50 FT	8
NECULA MONICA C 4620 CALOOSA VISTA RD FORT MYERS FL 33901	19-46-24-W3-0020C.0120 2617/2619 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK C PB 8 PG 45 LOTS 12 + 13	9
KELLER GARY J + LOLA 2621 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-0020C.0140 2621/2623 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK C PB 8 PG 45 LOTS 14 + 15	10
PFITZ II LLC 5178 OAK HILL RD ROCKFORD IL 61109	19-46-24-W3-0020C.0160 2633/2635 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK C PB 8 PG 45 LOTS 16 + 17	11
TOWN OF FORT MYERS BEACH 2525 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-0020C.0180 2639/2641 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK C PB 8 PG 45 LOTS 18 + 19	12
FOLLIARD PATRICK M + AMY 430 S RIVER RD NAPERVILLE IL 60540	19-46-24-W3-0020C.0210 2651 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK C PB 8 PG 45 LOTS 21 + 22	13
COTTAGES AT MYERSIDE LLC 145 SCHOOL ST FORT MYERS BEACH FL 33931	19-46-24-W3-0020C.0230 2661-2681 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK C PB 8 PG 45 LOTS 23 THRU 26 INC	14
COTTAGES AT MYERSIDE LLC 145 SCHOOL ST FORT MYERS BEACH FL 33931	19-46-24-W3-0020C.0270 125 SCHOOL ST FORT MYERS BEACH FL 33931	WINKLERS SUBD. BLK C PB 8 PG 45 LOTS 27 + 28	15
MYERSIDE LLC 145 SCHOOL ST FORT MYERS BEACH FL 33931	19-46-24-W3-0020C.0290 131-151 SCHOOL ST FORT MYERS BEACH FL 33931	WINKLERS SUBD. BLK C PB 8 PG 45 LOTS 29 THRU 34	16
TOWN OF FORT MYERS BEACH 2525 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-0020I.001A ACCESS UNDETERMINED FORT MYERS BEACH FL 33931	WINKLERS SUBD PART OF BLK I AND BLK J AS DESC IN INSTRUMENT 2020000249474	17
LEE COUNTY DISTRICT SCHOOL BOA 2855 COLONIAL BLVD FORT MYERS FL 33966	19-46-24-W3-002J0.0040 2751 OAK ST FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK J LT3-45 +BLK I LTS 1-26+BLK D LTS 10-12+22-24/PB8 PG45 LESS+	18
FORT MYERS BEACH UNITED METHOD PO BOX 5090 FORT MYERS BEACH FL 33932	19-46-24-W3-002K0.0010 155 BAY RD FORT MYERS BEACH FL 33931	WINKLERS SUBD.BLK K PB 8 PG 45 LOTS 1 THRU 3 + 21 THRU 24 + ELY 10 FT OF 4	19
FORT MYERS BEACH METHODIST CHU PO BOX 5090 FORT MYERS BEACH FL 33932	19-46-24-W3-002K0.0040 150 SCHOOL ST FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK K PB 8/45 LT 4 W 140 FT + LT 5 + LT 6 N 23 FT	20
FORT MYERS BEACH PUBLIC LIBRAR 2755 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-002K0.0130 2755 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK K PB8/45 S 2FT OF LT 6 + LOTS 7 THRU 12 + LTS 13 THRU 20	21
ZENG GORDON 3312 AUGUSTA LN ONALASKA WI 54650	19-46-24-W3-00450.0000 99 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. OR 355 P 98 PB 3 PG 84	22
TOWN OF FORT MYERS BEACH FINANCE DEPT	19-46-24-W3-00450.A000 2523/2525 ESTERO BLVD FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 BEG AT SW COR LOT 31 TH N	23

2525 ESTERO BLVD FORT MYERS BEACH FL 33931			
KNOWLES JOHN TR 5930 HOLIDAY DR ALLENTOWN PA 18104	19-46-24-W3-00451.0010 106/108 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 LOT PT 33	24
MCDONALD ALBERT LAWRENCE 6736 TOWNE LANE RD MC LEAN VA 22101	19-46-24-W3-00451.0030 120 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 LOT PT 33	25
BUCHHOLZ ELEANORE TR 13300 S CLEVELAND AVE 304 FORT MYERS FL 33907	19-46-24-W3-00451.0050 132/134 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 LOT PT 33 AKA LOT 5 TROPICAL SHORES U/R	26
SCHOOLER IMOGENE B TR PO BOX 3046 FORT MYERS BEACH FL 33932	19-46-24-W3-00451.0060 136/138 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 PT LOT 33	27
GILLAN JOSEPH A TR + 150 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0070 150 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 LOT PT 33	28
JENSEN DAVID J + KRISTI E PO BOX 91 BUCKHORN ON K0L 1J0 CANADA	19-46-24-W3-00451.0130 230 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 LOT PT 33 AKA LT 13 + S 20FT LT 14 TROPICAL SHORES	29
BUCHHOLZ LYNN 205 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0250 205 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 LOT PT 31	30
ABRAMOFF LAWRENCE + GLORIA 195 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0270 195/197 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 LOT PT 31	31
WOODARD CLAY E & DEBRA A TR 6199 N LARSON RD FOUNTAIN MI 49410	19-46-24-W3-00451.0280 175/177 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 PT LT 31 AKA LT 28 TROPICAL SHORES	32
KORMOS GEORGE N & JEAN M 21665 INDIAN BAYOU DR FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0290 171 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 PT LT 31 AKA LT29 TROPICAL SHORES	33
BEAULIEU RODERICK I & 155 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0300 155 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 LOT PT 31	34
HOUSTON H RAY + CAROLYN R TR 1104 KIMBERLY RD #112 BETTENDORF IA 52722	19-46-24-W3-00451.030A 157 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P. SUBD PB 3 PG 84 LOT PT 31	35
HANYO DONALD F + LORETTA 153 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0310 151/153 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 LOT PT 31	36
TALBERT LOIS E L/E 141 TROPICAL SHORES WY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0320 141 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 LOT PT 31	37
LUCAS SYLVIA J L/E 145 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0330 145 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P.SUBD PB 3 PG 84 LOT PT 31	38
GREFF KATHLEEN ANN & ROBERT 56 TERRACE PKWY LINCOLN PARK NJ 07035	19-46-24-W3-00451.0340 125 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 LOT PT 31	39
TROAST DARRELL L + 103 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.035A 103 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	BEG 500 FT N OF SW COR LOT 31 T P HILLS SUBD TH SELY PARL S LI OF LOT 31 FOR	40
COCHRAN STEVE A TR 39 W 300 BOLCUM RD ST CHARLES IL 60175	19-46-24-W3-00451.035B 105 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	T.P.HILLS SUBD. PB 3 PG 84 PT LOT 31	41
GRAY AMY T TR 1929 W HURD RD	19-46-24-W3-00451.0360 240 TROPICAL SHORES WAY	HILLS T.P.SUBD. PB 3 PG 84 PT LT 31 AKA	42

MONROE MI 48162	FORT MYERS BEACH FL 33931	N50FT OF LT14+S20FT LT15	
KIDD ANTON M + KIMBERLY A 1629 VICTORIA POINTE LN WESTON FL 33327	19-46-24-W3-00451.0380 220 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 LOT PT 33 A/K/A LOT 12 TROPICAL SHRS	43
KNES ROBERT J + ILOKA M 114 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0390 114 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 PT LT 33 AKA LT 2 TROPICAL SHORES	44
RODWELL JAMES A + DOROTHY L 190 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0400 190 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 LOT PT 33	45
PASCOTTO LEA M 115 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0410 115 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 AKA LOT 35 TROPICAL SHORES UNREC	46
162 TROPICAL SHORES WAY LLC 815 PONCE DE LEON BLVD 3RD FLOOR CORAL GABLES FL 33134	19-46-24-W3-00451.0430 162 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 LOT PT 33	47
JOHNSON KEVIN & NANCY 15250 SWEETWATER CT FORT MYERS FL 33912	19-46-24-W3-00451.0440 126/128 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 LOT PT 33	48
WORDEN JOHN K + MARIANNE B 144 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00451.0450 144 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 PT OF LT 33 AKA LT 7 TROPICAL SHORES UNREC	49
GILLAN ALLAN F 47 HICKORY LN SCITUATE MA 02066	19-46-24-W3-00451.0460 156 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	T.B.HILLS SUBD. PB 3 PG 84 PT LOT 33	50
FORT MYERS BEACH FIRE CONTROL 100 VOORHIS ST FORT MYERS BEACH FL 33931	19-46-24-W3-00458.0000 2545 ESTERO BLVD FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 PT LT 33 DESC OR 1965/302	51
FORT MYERS BEACH FIRE CONTROL 100 VOORHIS ST FORT MYERS BEACH FL 33931	19-46-24-W3-00458.0010 2555 ESTERO BLVD FORT MYERS BEACH FL 33931	HILL T P SUBD PB 3 PG 84 LOT PT 33 BEG SE COR	52
PERLMAN JOSEPH N TR 28461 US 19 N CLEARWATER FL 33761	19-46-24-W3-00459.0000 SUBMERGED FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 LOT PT 33 LESS INSTRUMENT 2020000161265 LESS PORTION OF CANAL ADJACENT TO LOTS 3 + 10 + 15 + 16 OF TROPICAL SHORES	53
PERLMAN JOSEPH N TR 28461 US 19 N CLEARWATER FL 33761	19-46-24-W3-00459.000A SUBMERGED FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 PORTION OF LOT 33 DESC IN INSTRUMENT 2020000161265	54
MCDONALD ALBERT LAWRENCE 120 TROPICAL SHORE WAY FORT MYERS BEACH FL 33931	19-46-24-W3-00459.000C SUBMERGED FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 PART OF LOT 33 DESC AS PORTION OF CANAL ADJACENT TO LOT 3 OF TROPICAL SHORES	55
162 TROPICAL SHORES WAY LLC 815 PONCE DE LEON BLVD 3RD FLR CORAL GABLES FL 33134	19-46-24-W3-00459.000E SUBMERGED FORT MYERS BEACH FL 33931	HILLS T.P.SUBD PB 3 PG 84 PART OF LOT 33 DESC AS PORTION OF CANAL (70 FT) ADJACENT TO LOT 10 OF TROPICAL SHORES	56
PERLMAN JOSEPH N TR 28461 US 19 N CLEARWATER FL 33761	19-46-24-W3-00459.0020 SUBMERGED FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 LOT PT 33 BELOW LOT 3 LESS INSTRUMENT 2020000161265 LESS PORTION OF	57

		CANAL ADJACENT TO LOTS 3 + 15 + 16 OF TROPICAL SHORES BELOW LOT 3	
CHAPEL BY THE SEA PO BOX 2997 FORT MYERS BEACH FL 33932	19-46-24-W3-0120B.0010 100 CHAPEL ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD.PB 4 PG 17 BLK.B LTS 1-8 + BLK D LTS 16 -18 + OR 221 PG 436	58
TAN ZENG DEVELOPMENT LLC 3312 AUGUSTA LN ONALASKA WI 54650	19-46-24-W3-0120B.0090 166 CHAPEL ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK B PB 4 PG 17 LOT 9 + HILLS T P SUB PB 3 PG 84 POR LOT 31	59
TAN ZENG DEVELOPMENT LLC 3312 AUGUSTA LN ONALASKA WI 54650	19-46-24-W3-0120B.0100 168 CHAPEL ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK B PB 4 PG 17 LOT 10 + HILLS T P SUB PB 3 PG 84 POR LOT 31	60
TAN ZENG DEVELOPMENT LLC 3312 AUGUSTA LN ONALASKA WI 54650	19-46-24-W3-0120B.0110 170 CHAPEL ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK B PB 4 PG 17 LOT 11 + HILLS T P SUB PB 3 PG 84 POR LOT 31	61
JAMIESON JAMES J 131 GULF ISLAND DR FORT MYERS BEACH FL 33931	19-46-24-W3-0120B.0120 200 CHAPEL ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK B PB 4 PG 17 LTS 12-27 LESS N7FT 27 TOGETHER PARCEL LYING WITHIN 80FT TO THE EAST OR 3641/2920	62
ESTERO BEACH CLUB CONDO ASSN 2580 ESTERO BLVD OFC FORT MYERS BEACH FL 33931	19-46-24-W3-02000.00CE 2584 ESTERO BLVD FORT MYERS BEACH FL 33931	CONDO IN SE 1/4 SEC 19 TWP 46 R 24 RECORDED IN OR 761 P 849 COMMON ELEMENTS	63
ESTERO BEACH CLUB EAST CONDO ALLIANT PROPERTY MANAGEMENT 13831 VECTOR AVE FORT MYERS FL 33907	19-46-24-W3-02100.00CE 2654 ESTERO BLVD FORT MYERS BEACH FL 33931	CONDO IN SEC 19 + 30 TWP 46 R 24 RECORDED OR 916 PG 513 THRU 551 COMMON ELEMENTS	64
ISLAND HOUSE BEACH CLUB ASSN 2560 ESTERO BLVD OFC FORT MYERS BEACH FL 33931	19-46-24-W3-02400.00CE 2562 ESTERO BLVD FORT MYERS BEACH FL 33931	A CONDO LOCATED IN SEC 19 TWP 46 R 24 AS DESC IN OR 1250 PG 1197 COMMON ELEMENTS	65
PELICAN WATCH CONDO ASSOC BOBACK COMMERCIAL GROUP STE 203 10491 SIX MILE CYPRESS PKWY FORT MYERS FL 33966	19-46-24-W3-02900.00CE 2530 ESTERO BLVD FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO DESC OR BK 1532 PG 0083 COMMON ELEMENTS	66
TROPICAL SHORES ASSN 2550 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-04100.00CE TROPICAL SHORES C/E FORT MYERS BEACH FL 33931	TROPICAL SHORES DESC OR 4081 PG 2543 COMMON ELEMENTS	67
MAXWELL EMILY JANE APT 6 1250 MYERLEE COUNTRY CLUB BLVD FORT MYERS FL 33919	30-46-24-W2-0020B.0320 2662 ESTERO BLVD FORT MYERS BEACH FL 33931	WINKLERS SUBD BLK B PB 8 PG 45 LOT 13 + LOTS 32 THRU 34	68
PITTENGER PHILIP J + 5081 OUTerview DR SPRINGFIELD OH 45502	19-46-24-W3-02100.0110 2650 ESTERO BLVD #11 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 11+XF(CCPT#9)	69
GLYNN J PATRICK TR 6444 SIENNA CT	19-46-24-W3-02100.0120 2650 ESTERO BLVD #12	ESTERO BEACH C EAST CONDO OR 916 PG 513	69

FALLS CHURCH VA 22043	FORT MYERS BEACH FL 33931	UNIT 12+XF(CCPT#61)	
TURNER KENNETH A + SANDRA S 2709B DAY ISLAND BLVD W UNIVERSITY PLACE WA 98466	19-46-24-W3-02100.0140 2650 ESTERO BLVD #14 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 14	69
BUBNIAK WILLIAM A 24 MEADOW LARK DR COHOES NY 12047	19-46-24-W3-02100.0150 2650 ESTERO BLVD #15 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 15	69
MENA FRANK & LAURA + 4400 SW 133RD AVE MIAMI FL 33175	19-46-24-W3-02100.0210 2650 ESTERO BLVD #21 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 21 + XF(CCPT#99)	69
JOHNSON MICHAEL A 71 SUNSET LN SPRINGVILLE NY 14141	19-46-24-W3-02100.0220 2650 ESTERO BLVD #22 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 22	69
PRAULT VINCENT W & 10 THOMAS DR NORMAL IL 61761	19-46-24-W3-02100.0230 2650 ESTERO BLVD #23 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 23 +XF(CCPT#91)	69
KONOPKA MARK A + ELIZABETH A 95 BELLUS RD HINCKLEY OH 44233	19-46-24-W3-02100.0240 2650 ESTERO BLVD #24 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 24	69
2650 ESTERO 25 LLC S73 W17240 LAKE DR MUSKEGO WI 53150	19-46-24-W3-02100.0250 2650 ESTERO BLVD #25 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 25 +XF(CCPT#81)	69
MEEHAN DIANE 90 CEDAR COVE BOX 606 LITTLE CURRENT ON POP 1K0 CANADA	19-46-24-W3-02100.0310 2650 ESTERO BLVD #31 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 31 +XF(CCPT#57)	69
FLAHERTY MARTIN + DONNA 8953 S 87TH AVE HICKORY HILLS IL 60457	19-46-24-W3-02100.0320 2650 ESTERO BLVD #32 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 32 +XF(CCPT#63)	69
VERRUSO CARMELO L TR + 2650 ESTERO BLVD #33 FORT MYERS BEACH FL 33931	19-46-24-W3-02100.0330 2650 ESTERO BLVD #33 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 33 +XF(CCPT#85)	69
MORRIS DAVID A 4 BLUEBERRY PL CHESHIRE CT 06410	19-46-24-W3-02100.0340 2650 ESTERO BLVD #34 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 34	69
MURPHY JOHN THOMAS + BIRDIE 49 CHADWIN DR LINDSAY ON K9V 0E8 CANADA	19-46-24-W3-02100.0350 2650 ESTERO BLVD #35 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 35 +XF(CCPT#16)	69
FOSTER EDWINA G & 2650 ESTERO BLVD #41 FORT MYERS BEACH FL 33931	19-46-24-W3-02100.0410 2650 ESTERO BLVD #41 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 41+XF(CCPT#73)	69
BARBIERI MARIQUITA 7226 CLAYTON RD SAINT LOUIS MO 63117	19-46-24-W3-02100.0420 2650 ESTERO BLVD #42 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 42	69
LAUCHNER JOEL K + WANDREA R 2650 ESTERO BLVD #43 FORT MYERS BEACH FL 33931	19-46-24-W3-02100.0430 2650 ESTERO BLVD #43 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 43 +XF(CCPT#79)	69
KLUCH STEVE JR + MARLENE A 10303 WHITE PALM WY FORT MYERS FL 33966	19-46-24-W3-02100.0440 2650 ESTERO BLVD #44 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 44+XF(CCPT #75)	69
EBCE 45 LLC S73W17240 LAKE DR MUSKEGO WI 53150	19-46-24-W3-02100.0450 2650 ESTERO BLVD #45 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 45+XF(CCPT#65)	69
TODD JOSEPH K + SUSAN D 2650 ESTERO BLVD APT 51 FORT MYERS BEACH FL 33931	19-46-24-W3-02100.0510 2650 ESTERO BLVD #51 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 51+XF(CCPT#83)	69
SUN SAND & SURF PROPERTIES LLC 601 E OGDEN AVE #510	19-46-24-W3-02100.0520 2650 ESTERO BLVD #52	ESTERO BEACH C EAST CONDO OR 916 PG 513	69

MILWAUKEE WI 53202	FORT MYERS BEACH FL 33931	UNIT 52+XF (CCPT #93)	
STEPANIUK MARY C 2650 ESTERO BLVD #53 FORT MYERS BEACH FL 33931	19-46-24-W3-02100.0530 2650 ESTERO BLVD #53 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 53+XF (CCPT#89)	69
MORAN PATRIC J + BEVERLY A 620 NORTH PARK BLVD GLEN ELLYN IL 60137	19-46-24-W3-02100.0540 2650 ESTERO BLVD #54 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 54+XF(1/2 GAR))	69
WHITE JOHNIE C II + ELIZABETH 376 ATWOOD DR LEXINGTON KY 40515	19-46-24-W3-02100.0550 2650 ESTERO BLVD #55 FORT MYERS BEACH FL 33931	ESTERO BEACH C EAST CONDO OR 916 PG 513 UNIT 55 +XF(GAR)	69
TROPICAL SHORES LLC 5302 BROOKSIDE LN WASHINGTON MI 48094	19-46-24-W3-04100.0011 2550 ESTERO BLVD #11 FORT MYERS BEACH FL 33931	TROPICAL SHORES DESC IN OR 4081/2543 UNIT 11	70
MAROTTA JAMES + LINDA 83 VAN DYKE RD HOPEWELL NJ 08525	19-46-24-W3-04100.0012 2550 ESTERO BLVD #12 FORT MYERS BEACH FL 33931	TROPICAL SHORES DESC IN OR 4081/2543 UNIT 12	70
TROPICAL SHORES LLC 5302 BROOKSIDE LN WASHINGTON MI 48094	19-46-24-W3-04100.0021 2550 ESTERO BLVD #21 FORT MYERS BEACH FL 33931	TROPICAL SHORES DESC IN OR 4081/2543 UNIT 21	70
TROPICAL SHORES LLC 5302 BROOKSIDE LN WASHINGTON MI 48094	19-46-24-W3-04100.0022 2550 ESTERO BLVD #22 FORT MYERS BEACH FL 33931	TROPICAL SHORES DESC IN OR 4081/2543 UNIT 22	70

TOWN OF FORT MYERS BEACH
2525 ESTERO BLVD
FORT MYERS BEACH, FL 33931

SK FMB GROUP LLC
17761 SAN CARLOS BLVD
FORT MYERS BEACH, FL 33931

BREESE CAROL J TR
2630 ESTERO BLVD
FORT MYERS BEACH, FL 33931

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

CORCELLI DONALD N & MARY E
290 IBIS ST
FORT MYERS BEACH, FL 33931

TOWN OF FORT MYERS BEACH
2525 ESTERO BLVD
FORT MYERS BEACH, FL 33931

GULF BEACH LLC
707 WEST ST
EDGAR, WI 54426

DJ AREND FARMS INC
15759 RD 138
PAULDING, OH 45879

REEF OF FMB LLC
2411 US RT 22 SW
WASHINGTON COURT HOUSE, OH 43160

NECULA MONICA C
4620 CALOOSA VISTA RD
FORT MYERS, FL 33901

KELLER GARY J + LOLA
2621 ESTERO BLVD
FORT MYERS BEACH, FL 33931

PFITZ II LLC
5178 OAK HILL RD
ROCKFORD, IL 61109

TOWN OF FORT MYERS BEACH
2525 ESTERO BLVD
FORT MYERS BEACH, FL 33931

FOLLIARD PATRICK M + AMY
430 S RIVER RD
NAPERVILLE, IL 60540

COTTAGES AT MYERSIDE LLC
145 SCHOOL ST
FORT MYERS BEACH, FL 33931

COTTAGES AT MYERSIDE LLC
145 SCHOOL ST
FORT MYERS BEACH, FL 33931

MYERSIDE LLC
145 SCHOOL ST
FORT MYERS BEACH, FL 33931

TOWN OF FORT MYERS BEACH
2525 ESTERO BLVD
FORT MYERS BEACH, FL 33931

LEE COUNTY DISTRICT SCHOOL BOA
2855 COLONIAL BLVD
FORT MYERS, FL 33966

FORT MYERS BEACH UNITED METHOD
PO BOX 5090
FORT MYERS BEACH, FL 33932

FORT MYERS BEACH METHODIST CHU
PO BOX 5090
FORT MYERS BEACH, FL 33932

FORT MYERS BEACH PUBLIC LIBRAR
2755 ESTERO BLVD
FORT MYERS BEACH, FL 33931

ZENG GORDON
3312 AUGUSTA LN
ONALASKA, WI 54650

TOWN OF FORT MYERS BEACH
2525 ESTERO BLVD
FORT MYERS BEACH, FL 33931

KNOWLES JOHN TR
5930 HOLIDAY DR
ALLENTOWN, PA 18104

MCDONALD ALBERT LAWRENCE
6736 TOWNE LANE RD
MC LEAN, VA 22101

BUCHHOLZ ELEANORE TR
13300 S CLEVELAND AVE 304
FORT MYERS, FL 33907

SCHOOLER IMOGENE B TR
PO BOX 3046
FORT MYERS BEACH, FL 33932

GILLAN JOSEPH A TR +
150 TROPICAL SHORES WAY
FORT MYERS BEACH, FL 33931

JENSEN DAVID J + KRISTI E
PO BOX 91
BUCKHORN, ON K0L 1J0
CANADA

BUCHHOLZ LYNN
205 TROPICAL SHORES WAY
FORT MYERS BEACH, FL 33931

ABRAMOFF LAWRENCE + GLORIA
195 TROPICAL SHORES WAY
FORT MYERS BEACH, FL 33931

WOODARD CLAY E & DEBRA A TR
6199 N LARSON RD
FOUNTAIN, MI 49410

KORMOS GEORGE N & JEAN M
21665 INDIAN BAYOU DR
FORT MYERS BEACH, FL 33931

BEAULIEU RODERICK I &
155 TROPICAL SHORES WAY
FORT MYERS BEACH, FL 33931

HOUSTON H RAY + CAROLYN R TR
1104 KIMBERLY RD #112
BETTENDORF, IA 52722

HANYO DONALD F + LORETTA
153 TROPICAL SHORES WAY
FORT MYERS BEACH, FL 33931

TALBERT LOIS E L/E
141 TROPICAL SHORES WY
FORT MYERS BEACH, FL 33931

LUCAS SYLVIA J L/E
145 TROPICAL SHORES WAY
FORT MYERS BEACH, FL 33931

GREFF KATHLEEN ANN & ROBERT
56 TERRACE PKWY
LINCOLN PARK, NJ 7035

TROAST DARRELL L +
103 TROPICAL SHORES WAY
FORT MYERS BEACH, FL 33931

COCHRAN STEVE A TR
39 W 300 BOLCUM RD
ST CHARLES, IL 60175

GRAY AMY T TR
1929 W HURD RD
MONROE, MI 48162

KIDD ANTON M + KIMBERLY A
1629 VICTORIA POINTE LN
WESTON, FL 33327

KNES ROBERT J + ILONKA M
114 TROPICAL SHORES WAY
FORT MYERS BEACH, FL 33931

RODWELL JAMES A + DOROTHY L
190 TROPICAL SHORES WAY
FORT MYERS BEACH, FL 33931

PASCOTTO LEA M
115 TROPICAL SHORES WAY
FORT MYERS BEACH, FL 33931

162 TROPICAL SHORES WAY LLC
815 PONCE DE LEON BLVD
CORAL GABLES, FL 33134

JOHNSON KEVIN & NANCY
15250 SWEETWATER CT
FORT MYERS, FL 33912

WORDEN JOHN K + MARIANNE B
144 TROPICAL SHORES WAY
FORT MYERS BEACH, FL 33931

GILLAN ALLAN F
47 HICKORY LN
SCITUATE, MA 2066

FORT MYERS BEACH FIRE CONTROL
100 VOORHIS ST
FORT MYERS BEACH, FL 33931

FORT MYERS BEACH FIRE CONTROL
100 VOORHIS ST
FORT MYERS BEACH, FL 33931

PERLMAN JOSEPH N TR
28461 US 19 N
CLEARWATER, FL 33761

PERLMAN JOSEPH N TR
28461 US 19 N
CLEARWATER, FL 33761

MCDONALD ALBERT LAWRENCE
120 TROPICAL SHORE WAY
FORT MYERS BEACH, FL 33931

162 TROPICAL SHORES WAY LLC
815 PONCE DE LEON BLVD 3RD FLR
CORAL GABLES, FL 33134

PERLMAN JOSEPH N TR
28461 US 19 N
CLEARWATER, FL 33761

CHAPEL BY THE SEA
PO BOX 2997
FORT MYERS BEACH, FL 33932

TAN ZENG DEVELOPMENT LLC
3312 AUGUSTA LN
ONALASKA, WI 54650

TAN ZENG DEVELOPMENT LLC
3312 AUGUSTA LN
ONALASKA, WI 54650

TAN ZENG DEVELOPMENT LLC
3312 AUGUSTA LN
ONALASKA, WI 54650

JAMIESON JAMES J
131 GULF ISLAND DR
FORT MYERS BEACH, FL 33931

ESTERO BEACH CLUB CONDO ASSN
2580 ESTERO BLVD OFC
FORT MYERS BEACH, FL 33931

ESTERO BEACH CLUB EAST CONDO
13831 VECTOR AVE
FORT MYERS, FL 33907

ISLAND HOUSE BEACH CLUB ASSN
2560 ESTERO BLVD OFC
FORT MYERS BEACH, FL 33931

PELICAN WATCH CONDO ASSOC
STE 203
FORT MYERS, FL 33966

TROPICAL SHORES ASSN
2550 ESTERO BLVD
FORT MYERS BEACH, FL 33931

MAXWELL EMILY JANE
APT 6
FORT MYERS, FL 33919

PITTENGER PHILIP J +
5081 OUTERVIEW DR
SPRINGFIELD, OH 45502

GLYNN J PATRICK TR
6444 SIENNA CT
FALLS CHURCH, VA 22043

TURNER KENNETH A + SANDRA S
2709B DAY ISLAND BLVD W
UNIVERSITY PLACE, WA 98466

BUBNIAK WILLIAM A
24 MEADOW LARK DR
COHOES, NY 12047

MENA FRANK & LAURA +
4400 SW 133RD AVE
MIAMI, FL 33175

JOHNSON MICHAEL A
71 SUNSET LN
SPRINGVILLE, NY 14141

PRAULT VINCENT W &
10 THOMAS DR
NORMAL, IL 61761

KONOPKA MARK A + ELIZABETH A
95 BELLUS RD
HINCKLEY, OH 44233

2650 ESTERO 25 LLC
S73 W17240 LAKE DR
MUSKEGO, WI 53150

MEEHAN DIANE
90 CEDAR COVE BOX 606
LITTLE CURRENT, ON POP 1K0
CANADA

FLAHERTY MARTIN + DONNA
8953 S 87TH AVE
HICKORY HILLS, IL 60457

VERRUSO CARMELO L TR +
2650 ESTERO BLVD #33
FORT MYERS BEACH, FL 33931

MORRIS DAVID A
4 BLUEBERRY PL
CHESHIRE, CT 6410

MURPHY JOHN THOMAS + BIRDIE
49 CHADWIN DR
LINDSAY, ON K9V 0E8
CANADA

FOSTER EDWINA G &
2650 ESTERO BLVD #41
FORT MYERS BEACH, FL 33931

BARBIERI MARIQUITA
7226 CLAYTON RD
SAINT LOUIS, MO 63117

LAUCHNER JOEL K + WANDREA R
2650 ESTERO BLVD #43
FORT MYERS BEACH, FL 33931

KLUCH STEVE JR + MARLENE A
10303 WHITE PALM WY
FORT MYERS, FL 33966

EBCE 45 LLC
S73W17240 LAKE DR
MUSKEGO, WI 53150

TODD JOSEPH K + SUSAN D
2650 ESTERO BLVD APT 51
FORT MYERS BEACH, FL 33931

SUN SAND & SURF PROPERTIES LLC
601 E OGDEN AVE #510
MILWAUKEE, WI 53202

STEPANIUK MARY C
2650 ESTERO BLVD #53
FORT MYERS BEACH, FL 33931

MORAN PATRIC J + BEVERLY A
620 NORTH PARK BLVD
GLEN ELLYN, IL 60137

WHITE JOHNIE C II + ELIZABETH
376 ATWOOD DR
LEXINGTON, KY 40515

TROPICAL SHORES LLC
5302 BROOKSIDE LN
WASHINGTON, MI 48094

MAROTTA JAMES + LINDA
83 VAN DYKE RD
HOPEWELL, NJ 8525

TROPICAL SHORES LLC
5302 BROOKSIDE LN
WASHINGTON, MI 48094

TROPICAL SHORES LLC
5302 BROOKSIDE LN
WASHINGTON, MI 48094

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TOWN OF FORT MYERS BEACH, FLORIDA UTILITIES DEPARTMENT

2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931

PHONE: (239) 765-0202 ext. 1500 FAX: (239) 765-0909

MEMORANDUM

Date: April 28, 2021

To: Town of Fort Myers Beach

From: Christy Cory, Utilities Director

Re: ROW Vacation on School Street (Unnamed Road)

Beach Water Utilities has reviewed the request for vacation at the proposed location. At this time, there are no other plans for Utilities which would require the properties for any public use. Therefore, Beach Water Utilities has no objections to the application other than the creation of a utility easement.



CenturyLink

5/3/2021

Lee County District School Board
c/o Town of Fort Myers Beach
Attn: Chelsea O'Riley, CFM, MPA
Public Works Director
Fort Myers Beach, FL

No Reservations/No Objection

SUBJECT:. The proposed site is a portion of right-of-way as shown on Exhibit "A".

To Whom It May Concern:

Embarq Florida, Inc., d/b/a CENTURYLINK ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

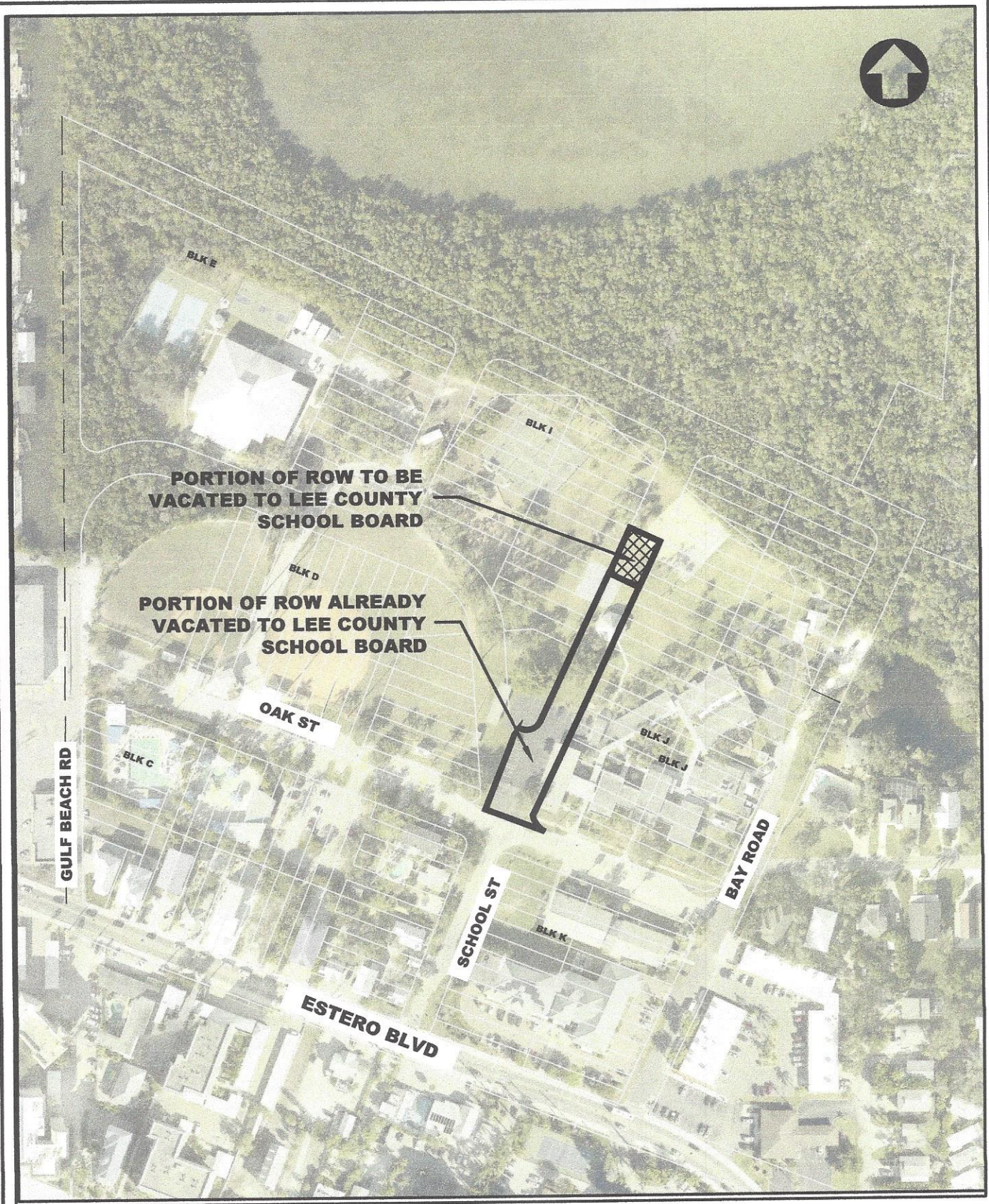
If you have any questions, please contact Bill Paul at 727-449-3544 / william.d.paul@centurylink.com

Sincerely yours,

Mike Pietlukiewicz
Contract Manager III
CenturyLink
P836607

EXHIBIT "A"

P:\Projects\19-0277.000_Exp_Octm_100_Percent_Design\Utils\BAY_OAK_EXP\BAY_OAKS_exhibitA_chinese_rum225.dwg



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

RIGHT-OF-WAY VACATION

EXHIBIT
A



April 29, 2021

Attn: Chelsea O'Riley

RE: Letter of Review and Recommendation – Vacation Utility Easements
Vacation of Right of Way - Town of Fort Myers Beach at the end of School St
/ in front of the school

Dear Ms. O'Riley,

Thank you for contacting Comcast regarding your proposed vacation. This is to inform you that Comcast Cable does not have facilities in the proposed area. The vacation is being sought to comply with Condition 11, Item C (ii) of Ordinance 18-04 which specifies that the Town of Fort Myers Beach will not issue Development Orders on any of the development's parcels until right-of-ways and lots are and Comcast has no objection to the vacation providing that any of Comcast facilities that need to be relocated be paid for by the customer and Comcast is granted new easements.

If you have any further question or concerns, please do not hesitate to contact me at
(239)986-6975.

Sincerely,

Scott Letzelter
Construction Specialist II

12600 Westlinks Dr. Suite #4
Fort Myers, FL 33913
Cell (239) 986-6975



April 28, 2021

Chelsea O'Riley
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931
(239) 765-0202

Re: Vacation of Town ROW in Exhibit "A"

Ms. O'Riley:

Thank you for contacting FPL about the proposed ROW vacation at the above referenced address. FPL has no objection to the vacation of the portion of shown in Exhibit "A".

If I can be of any further assistance, please contact me at 239-415-1319.

Sincerely,

Brandon Parrish

Brandon Parrish
Engineer II

Carmine Marceno
Sheriff



"Proud to Serve"

State of Florida
County of Lee

April 29, 2021

Chelsea O'Riley
Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, Florida 33931

Ms. O'Riley,

The Lee County Sheriff's Office has reviewed your request to vacate a section of right of way to the Lee County School Board, and it has no objections. This property is highlighted in an April 28 letter from the Town of Fort Myers Beach to the Lee County Sheriff's Office as Exhibit "A".

Respectfully,

A handwritten signature in cursive script that reads "Stan Nelson".

Stan Nelson
Director, Planning and Research



"The Lee County Sheriff's Office is an Equal Opportunity Employer"
14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000



**TOWN OF FORT MYERS BEACH, FLORIDA
PUBLIC WORKS DEPARTMENT**

2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931

PHONE: (239) 765-0202 ext. 1700 FAX: (239) 765-0909

MEMORANDUM

Date: April 28, 2021

To: Town of Fort Myers Beach

From: Chelsea O'Riley, Public Works Director

Re: ROW Vacation on School Street (Unnamed Road)

Public Works has reviewed the request for vacation at the proposed location. At this time, there are no other plans for Public Works which would require the properties for any public use. Therefore, Public Works has no objections to the application other than the creation of a utility easement.



FORT MYERS BEACH FIRE DEPARTMENT

LIFE SAFETY DIVISION

17891 SAN CARLOS BOULEVARD · FORT MYERS BEACH, FLORIDA 33931

FIRE CHIEF
MATTHEW R. LOVE

FIRE MARSHAL
RONALD L. MARTIN

DEPUTY FIRE MARSHAL
JENNIFER CAMPBELL

May 10, 2021

Ms. Chelsea O'Riley, CFM, MPA
Public Works Director
Town of Fort Myers Beach.
2525 Estero Blvd
Fort Myers Beach, FL 33931
chelsea@fmbgov.com

RE: Request for Letter of No Objection for proposed right-of-way vacations

Ms. O'Riley:

This letter is in response to your request regarding the proposed right-of-way vacations. The right-of-ways identified on the provided Exhibit "A" appear to be as follows:

1. **Portion of road "School Street" to be vacated to Lee County School District. This portion is North of Oak Street and is a dead-end.**

The proposed vacation shall not obstruct fire department and/or emergency access to any on-site structure(s) or areas of gathering. No objection with the understanding of the provided comment.

Approvals are based on information provided for review. If you should require any other assistance please contact our office.

Yours in Fire Safety,

Jennifer Campbell, Deputy Fire Marshal
Fort Myers Beach Fire Department
Life Safety Division

This Indenture.

Made this 4th. day of February, A. D. 19 38,

Between MCPHIE LAND COMPANY,
a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Lee and
State of Florida party of the first part, and

THE BOARD OF PUBLIC INSTRUCTION OF LEE COUNTY, FLORIDA,
of the County of Lee and State of Florida
party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS ~~to it~~ to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its successors ~~heirs~~ and assigns forever, all that certain parcel of land lying and being in the County of Lee and State of Florida, more particularly described as follows:

"Beginning at the South Meander Corner between Government lots Two (2) and Three (3) of Section Thirty-three (33), T Forty-six (46) South, Range Twenty-four (24) East, Lee County, Florida, said point being 1607.4 Feet South of the Northwest Corner of said Government lot Two (2); thence North along the west line of said Government Lot Two (2) a distance of 454.36 Feet to a point 13.65 Feet North of north side of Estero Boulevard; thence east at an angle of 90 Degrees a distance of 200 Feet to the point of beginning of land herein described; thence South to East along a curve whose radius is 40 Feet a distance of 62.83 Feet (the radius point of said curve is 40 feet east of the aforesaid point of beginning), thence east 160 Feet; thence Northeast at an included angle of 135 Degrees a distance of 141.4 Feet; thence North at an included angle of 135 Degrees a distance of 250.21 Feet; thence West at an angle of 90 Degrees a distance of 300 Feet; thence South at an angle of 90 Degrees a distance of 336.56 Feet to the point of beginning, containing 2.45 acres, more or less"

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining:

To Have and to Hold the same in fee simple forever.

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its

(Corporate Seal)

Secretary

the day and year above written.

Attest: M. P. Dancy
As Secretary

MCPHIE LAND COMPANY

By Hugh S. Phie
As Vice-President.

Signed, Sealed and Delivered in Our Presence:

Jackson J. Sees
Irish H. Miller



County of LEE

NOTARY SEAL.

FROM CORPORATION

TO

Date FEBRUARY 4, 1938.

ABSTRACT OF DESCRIPTION

PART OF GOVERNMENT LOT

2, SECTION 33, T. 46 S.
R. 24 E, at FORT MYERS
BEACH.

STATE OF FLORIDA,

County of LEE

In Witness Whereof, I have

Judicial C

Les Etats-Uniens Clerk.
J. de Bordenave, D. C.

UNIVERSITY OF MICHIGAN

INDEXED

HENDERSON, FRANKLIN, STARNES & HOLT

ATTORNEYS AND COUNSELORS AT LAW

COLLIER BUILDING

FORT MYERS, FLORIDA

ROBERT A. HENDERSON, JR.
JAMES A. FRANKLIN
FINIS E. STARNES
PARKER HOLT

MEMORANDUM

March 11, 1949

From F.E. Starnes

To: The Honorable A.J. Kay
School Board Auditor

Attached please find form of Bill of Sale in connection with the sale of one of the Beach School Buildings to May Lanier Hendry.

Also attached is \$1000.00 in cash representing full purchase price of the building. ✓ I have given temporary receipt for such amount to the purchaser. ✓

FES: HS

oh
LJ
gsc
LH.

\$1000.00
Deposited 3/11/49
Fip #2
Hq

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, THE BOARD OF PUBLIC INSTRUCTION OF LEE COUNTY, FLORIDA, a quasi public corporation, hereinafter called seller, for and in consideration of the sum of ONE THOUSAND DOLLARS, to it in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain and sell unto MAY LANIER HENDRY of Fort Myers, Lee County, Florida, hereinafter called purchaser, that certain personal property described as follows, to wit:

That certain one-story, frame building, approximately 24 x 26 feet in size, located on the School property in McPhie Park at Fort Myers Beach, Lee County, Florida, such building being located North of the Beach Community Center Building which was formerly the main school building;

And seller hereby warrants that it is the owner of said building, that it has authority to sell the same and that said building is free and clear of all incumbrances;

IT IS UNDERSTOOD AND AGREED that the said building shall be moved at the sole expense of purchaser within Sixty days from the date hereof, and that all responsibility or liability in connection with the removal of same shall be that of purchaser.

IN WITNESS WHEREOF, the seller has caused these presents to be executed pursuant to legal authority as evidenced by Resolution of the said Board, on this the day of March, A.D. 1949.

THE BOARD OF PUBLIC INSTRUCTION OF
LEE COUNTY, FLORIDA

(SEAL)

By David M. Bull
Chairman of the Board

ATTEST:

Charlie Beers
Superintendent of Public Instruction
as Ex-officio Secretary of said Board

day of March, 1949

THE BOARD OF PUBLIC INSTRUCTION
OF LEE COUNTY, FLORIDA

Seller

to

MAY LANIER HENDRY,

Purchaser

BILL OF SALE

This Indenture,

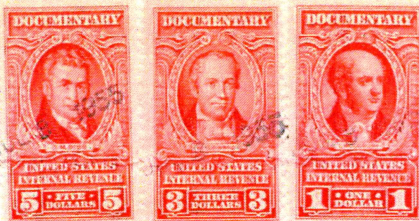
Made this 7th ^A day of July, A. D. 19 55
Between MARTHA REDD, a single lady, of Fort Myers Beach,

of the County of Lee in the State of Florida
part y of the first part, and THE BOARD OF PUBLIC INSTRUCTION OF LEE
COUNTY, FLORIDA, A QUASI-PUBLIC CORPORATION, under the laws of
Florida,
of the County of Lee in the State of Florida
parties of the second part,

Witnesseth, that the said party of the first part, for and in consideration
of the sum of Nine Thousand and no/100 (\$9,000.00) - - - - - Dollars,
to her in hand paid by the said part ies of the second part, the receipt
whereof is hereby acknowledged, has granted, bargained and sold to the
said parties of the second part, their successors ~~heirs~~ and assigns
forever, the following described land, situate, lying and being in the County of
Lee, State of Florida, to wit:

Lots Ten to Twenty-four (10-24), inclusive, in
Block D, AND ALSO Block I, EXCEPT Lot Twelve
(12), all in WINKLERS SUBDIVISION, according
to the map or plat thereof on file and record-
ed in the office of the Clerk of the Circuit
Court of Lee County, Florida, in Plat Book 8,
page 45.

Subject to the taxes for the year 1955.



STATE OF FLORIDA, COUNTY OF LEE	
FILED FOR RECORD	
THIS 7th DAY OF July 19 55	
RECORD IN Deed BOOK 245	
PAGE 514	AND RECORD VERIFIED
D. T. FARABEE, CLERK CIRCUIT COURT	
BY DEB Boyette	DEPUTY CLERK

And the said part y of the first part do es hereby fully warrant the title to said
land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part y of the first part ha s hereunto
set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Cyrus Q. Stewart
H. E. Starnes

Martina A. Redd

State of Florida,

County of Lee

I HEREBY CERTIFY, That on this day personally appeared before me, an
officer duly authorized to administer oaths and take acknowledgments,

MARTHA REDD, A single lady,

to me well known and known to me to be the individual described in and who
executed the foregoing deed, and she acknowledged before me that
she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers

County of Lee, and State of Florida, this 7th
day of July, A. D. 19 55.

Cyrus Q. Stewart
Notary Public

My Commission Expires Nov 18, 1955



160966
Warranty Deed

MARTHA REDD, Single

TO

THE BOARD OF PUBLIC INSTRUCTION
OF LEE COUNTY

Date

ABSTRACT OF DESCRIPTION

Martha P. Redd

Book property

STATE OF FLORIDA,
County of }

On this day of
A. D. 19 , at o'clock m., this
instrument was filed for record, and
being duly acknowledged and proven,
I have recorded the same on pages
of Book in the
public records of said County.

In Witness Whereof, I have here-
unto set my hand and affixed the
seal of the Circuit Court of the
Judicial Circuit
of said State, in and for said County.

Clerk.

INDEXED, D. C.

STEWART AND STEWART
ATTORNEYS AT LAW
EARNHARDT BUILDING
FORT MYERS, FLORIDA

WARRANTY DEED, JULY 7, 1955
BETWEEN MARTHA A. REDD & LEE COUNTY BOARD OF PUBLIC INSTRUCTION

ROBERT N. KREAGER
SUPERINTENDENT OF PUBLIC
INSTRUCTION

Post Office Drawer 1592
FORT MYERS, FLORIDA 33902



Engineers ♦ Environmental Scientists ♦ Surveyors

Description of a Parcel of Land
Lying in
Section 19, Township 46 South, Range 24 East
Town of Fort Myers Beach, Lee County, Florida
(Vacation Parcel - A 50'X75' Portion of an un-named Street)

A parcel of land situated in the State of Florida, County of Lee, Town of Fort Myers Beach, Section 19, Township 46 South, Range 24 East, being a portion of an un-named street lying between Block J and Block I, Winkler Subdivision, as recorded in Plat Book 8 at Page 45, Public Records of Lee County, Florida, and further described as follows:

Commencing at the northwesterly most corner of Lot 48 of said Block J of said Winkler Subdivision; thence S25°17'00"W along the easterly line of Lots 1 through 9 of said Block J for 225.00 feet to the northeast corner of Lot 10 of said Block J; thence N64°43'00"W along the northerly line of Lot 10 of said Block J for 150.00 feet to the northwest corner of said Lot 10, Block J and to the Point of Beginning; thence continue N64°43'00"W along the northwesterly extension of the northerly line of Lot 10 of said Block J for 50.00 feet to the northeast corner of Lot 17, Block I of said subdivision; thence N25°17'00"E along the easterly line of said Block I for 75.00 feet to the northeast corner of Lot 20, of said Block I; thence S64°43'00"E along the southeasterly extension of the northerly line of Lot 20 of said Block I for 50.00 feet to the northwest corner of Lot 7, of said Block J; thence S25°17'00"W along the westerly line of said Block J for 75.00 feet to the Point of Beginning.

Containing 3,750 square feet (0.09 acres), more or less.

Subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

Bearings are based on the westerly line of Bay Road (the easterly line of said Block J) as bearing S25°17'00"W.

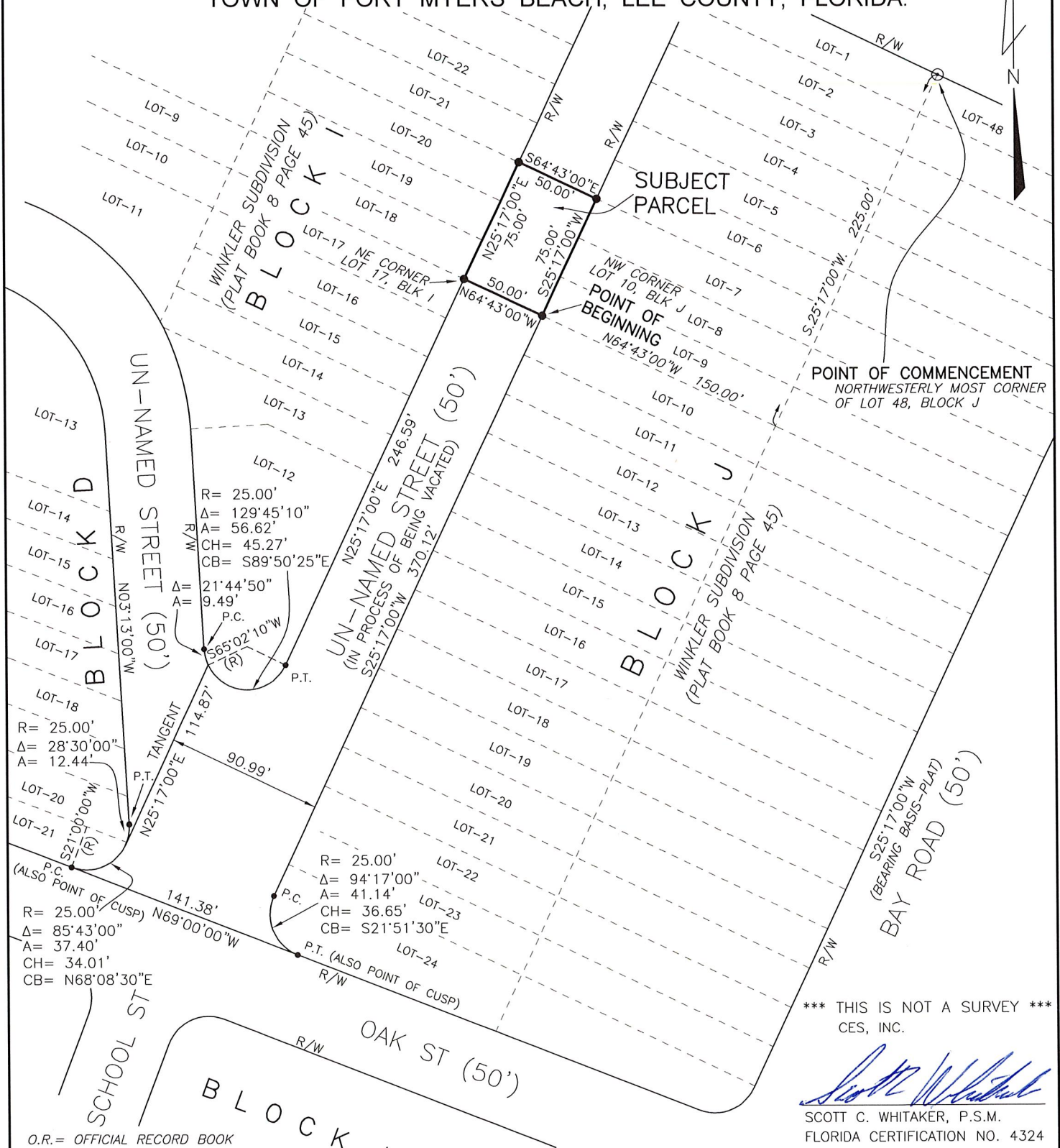
CES, Inc. (LB8267)

Scott C. Whitaker, P.S.M. 4324
Professional Surveyor and Mapper
State of Florida



SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND LYING IN
SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA.



O.R. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
PG. = PAGE
R/W = RIGHT-OF-WAY
P.C. = POINT OF CURVE
P.T. = POINT OF TANGENCY
(R) = RADIAL

SUBJECT TO FIELD SURVEY

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS-OF-WAY (WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED).

*** THIS IS NOT A SURVEY ***
CES, INC.

Scott C. Whitaker
SCOTT C. WHITAKER, P.S.M.
FLORIDA CERTIFICATION NO. 4324

VACATION OF A 50'X75' PORTION OF AN UN-NAMED STREET

CESinc

Engineers • Environmental Scientists • Surveyors

13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919

PH (239) 481-1331

2010596.002SK_UN-NAMED STREET_ADD1.dwg

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB8267

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
04-29-21	596.002	SCW	1" = 80'	2 OF 2	18-46-24



Lee County
Southwest Florida

Board of County Commissioners

May 4, 2021

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

Chelsea O'Riley
Town of Fort Myers Beach
2525 Estero Boulevard,
Fort Myers Beach, FL. 33931

SUBJECT: PROPOSED VACATION OF RIGHT-OF-WAY
STRAP(S) #: NA
ADDRESS(ES): A PORTION OF SCHOOL STREET

Dear Ms. O'Riley,

Lee County Utilities has ***no objection*** to the proposed vacation with respect to the Right-Of-Way as noted in your attachments.

If you should have any questions, or require further assistance, please do not hesitate to contact our office at (239) 533-8162.

Sincerely,

William Hull
GIS Coordinator, GISP
Utilities Engineering Division
Lee County Utilities

Original Mailed: 05/04/2021

Town of Fort Myers Beach

MAY 6 2021

Received by: _____



FORT MYERS BEACH FIRE DEPARTMENT

LIFE SAFETY DIVISION

17091 SAN CARLOS BOULEVARD • FORT MYERS BEACH, FLORIDA 33931

FIRE CHIEF
MATTHEW R. LOVE

FIRE MARSHAL
RONALD L. MARTIN

DEPUTY FIRE MARSHAL
JENNIFER CAMPBELL

May 10, 2021

Ms. Chelsea O'Riley, CFM, MPA
Public Works Director
Town of Fort Myers Beach.
2525 Estero Blvd
Fort Myers Beach, FL 33931
chelsea@fmbgov.com

RE: Request for Letter of No Objection for proposed right-of-way vacations

Ms. O'Riley:

This letter is in response to your request regarding the proposed right-of-way vacations. The right-of-ways identified on the provided Exhibit "A" appear to be as follows:

1. **Portion of road "School Street" to be vacated to Lee County School District. This portion is North of Oak Street and is a dead-end.**

The proposed vacation shall not obstruct fire department and/or emergency access to any on-site structure(s) or areas of gathering. No objection with the understanding of the provided comment.

Approvals are based on information provided for review. If you should require any other assistance please contact our office.

Yours in Fire Safety,

Jennifer Campbell, Deputy Fire Marshal
Fort Myers Beach Fire Department
Life Safety Division

SHAPING OUR COMMUNITY THROUGH EXCELLENCE

PHONE (239) 590-4210 • FAX (239) 432-1554



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Site Address: ROW on School Street (unnamed street)

STRAP Number: ROW

Applicant: Town of Fort Myers Beach Phone: 239.765.0202

Contact Name: Chelsea O'Riley Phone: 239.765.0202

Email: Chelsea@fmbgov.com Fax: 239.765.0909

Current Zoning District: _____

Future Land Use Map (FLUM) Category: _____

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

ACTION REQUESTED

- ☐ Special Exception
- ☐ Variance
- ☐ Conventional Rezoning
- ☐ Planned Development ☐ Commercial ☐ Residential
- ☐ Master Concept Plan Extension
- ☐ Appeal of Administrative Action
- ☒ Vacation of Platted Right-of-way and Easement
- ☐ Other – cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

PH-A

PH-B

PH-C

PH-D

PH-E

PH-F

PH-G

attach on separate sheet

PART I – General Information

A. Applicant*: Town of Fort Myers Beach Phone: 239.765.0202

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

Applicant Mailing Address: 2525 Estero Boulevard, Fort Myers Beach, FL 33931

Email: Chelsea@fmbgov.com Fax: 239.765.0909

Contact Name: Chelsea O'Riley Phone: 239.765.0202



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

B. Relationship of Applicant to subject property:

- | | | |
|---|---|--|
| ☒ Owner* | ☐ Land Trust* | ☐ Partnership* |
| ☐ Corporation* | ☐ Association* | ☐ Condominium* |
| ☐ Subdivision* | ☐ Timeshare Condo* | ☐ Contract Purchaser* |
| ☐ Authorized Representative* ☒ Other* (please indicate) <u>ROW</u> | | |

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

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

Name: Roger T. Hernstadt Phone: 239.765.0202
Address: 2525 Estero Boulevard, Fort Myers Beach, FL. 33931
Email: Roger@fmbgov.com Fax: 239.765.0909

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

Name: Chelsea O'Riley Phone: 239.765.0202
Address: 2525 Estero Boulevard, Fort Myers Beach, FL. 33931
Email: Chelsea@fmbgov.com Fax: 239.765.0909

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

PART II – Nature of Request

Requested Action (each request requires a separate application)

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

☐ Appeal of Administrative Action

☒ Vacation

☒ Right-of-Way

☐ Easement

☐ Other. Please Explain: _____

PART III - Waivers

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

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV - Property Ownership (Single Owner)

☒ Single Owner (individual or husband and wife)

Name: Town of Fort Myers Beach Phone: 239.765.0202

Mailing Address: 2525 Estero Boulevard, Fort Myers Beach, FL. 33931

Email: Roger@fmbgov.com Fax: 239.765.0909

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Roger T. Hernstadt swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the Town of Fort Myers Beach in accordance with this application and the Land Development Code;

All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

I have authorized the staff of the Town of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that

The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Roger T. Hernstadt
Signature

Roger T. Hernstadt

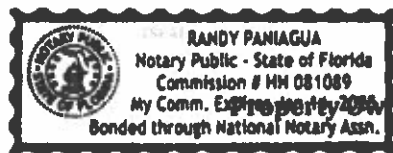
Printed Name

STATE OF Florida COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of X physical presence OR online notarization, this 30 day of April, 2021, by

Roger T. Hernstadt ☒ who is personally known to me OR ☐ who has produced

 as identification.



PART V

Property Ownership (Multiple Owners)

Randy Paniagua
Notary Public Signature

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address

Percentage Ownership

_____	_____
_____	_____
_____	_____
_____	_____

3/31/2021

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

Page 4 of 11



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address

Percentage of Interest

_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____
_____	_____

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

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Date of Contract: _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

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

_____	Roger T. Hernstadt, Town Manager
Signature	Printed Name

AFFIDAVIT

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

I, _____ (name), as _____ (title) of _____ (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Signature

Title

Typed or Printed Name

Date

STATE OF _____ COUNTY OF _____

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

Notary Public Signature

PART VI- Property Information

A. Legal Description:

STRAP: N/A - Right of Way

Property Address: ROW at the end of unnamed road (extension of School Street)

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County? ☐ No. Attach a legible copy of the legal description as Exhibit 6-1.

☒ Yes. Property identified in subdivision: Winkler Subdivision

Book: 8 Page: 45 Unit: _____ Block: _____ Lot(s): _____

B. Boundary Survey:

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

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

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

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

Total land area: _____ ☐ acres ☐ square feet

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

Located in the mid-section of the island, the right of way is located on unnamed
street (the extension of School Street).

☒ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

☐ Low Density

☐ Marina

☐ Mixed Residential

☐ Recreation

☐ Boulevard

☐ Wetlands

☒ Pedestrian Commercial

☐ Platted Overlay



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

EXPLANATORY NOTES

Please do not print. copy and submit these instructions

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

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

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

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

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

Explanatory Notes – Part I

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

Explanatory Notes – Part II

Indicate the requested action.

Explanatory Notes – Part III

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

Explanatory Notes – Part IV

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Explanatory Notes – Part V

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

Explanatory Notes – Part VI

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



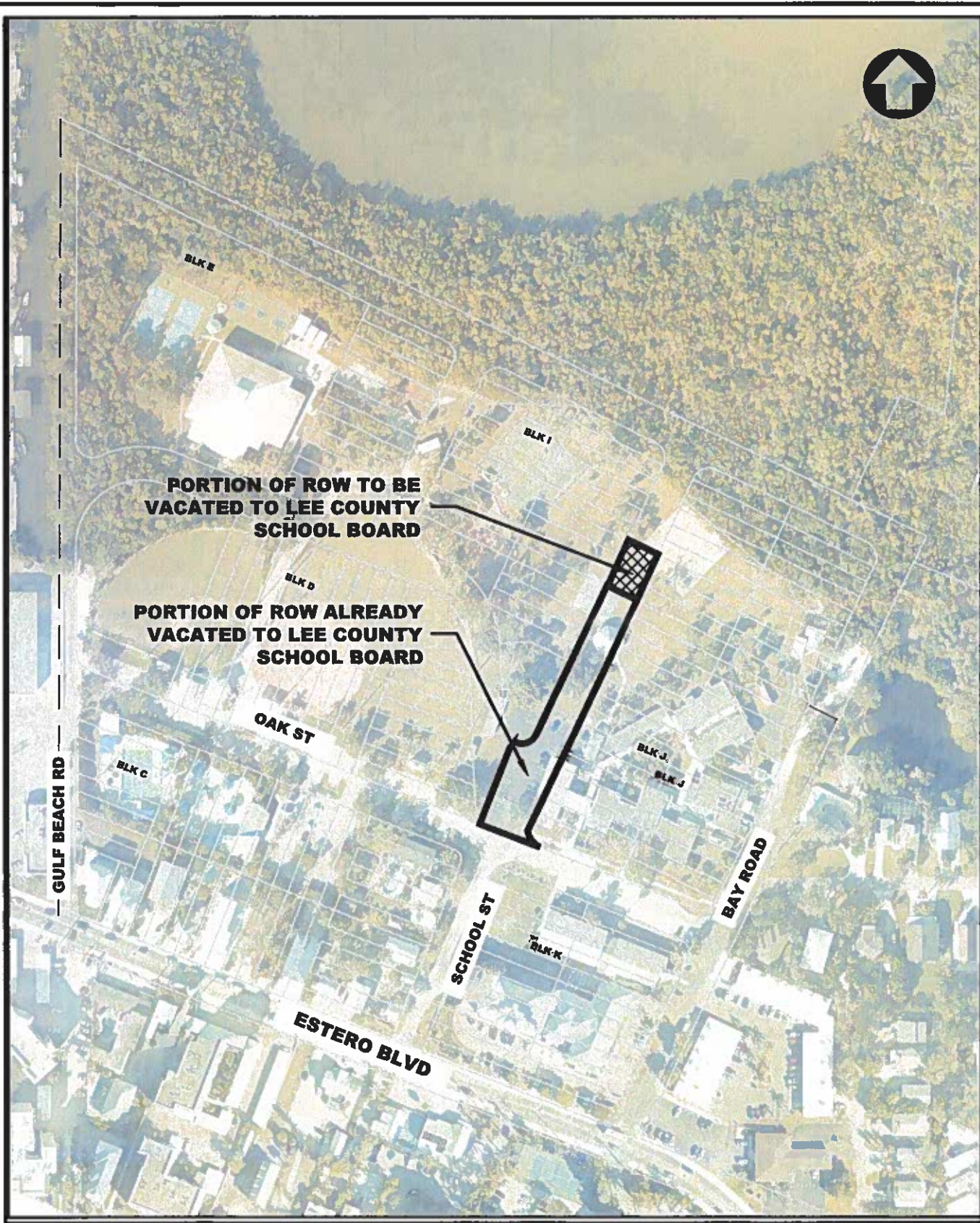
COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

line. Exhibit 6-2

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

Explanatory Notes – Part IV & V

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


DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

**EXHIBIT
A**

1. **Requested Motion:**

Meeting Date: May 17, 2021

Mooring Field Upland Services Site Discussion

Why the action is necessary:

In accordance with the Anchorage Advisory Committee's report to Town Council on November 2, 2020, as you may recall, staff has begun the process of reviewing the viability of upland services sites for the Town to take these services in house. The final renewal option with the current upland services provider, Matanzas Inn, expires on November 30, 2021.

What the action accomplishes:

The discussion will address the merits of alternatives including acquiring sites to incorporate Town Council's concerns with financial business plans.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Chelsea O'Riley, Public Works
Director

5. **Background:**

Town Council approved utilizing Coastal Engineering Consultants on behalf of the Town to assess and present viable site options for the Town to consider for the mooring field upland services.

Attachments:

Financial Impact:

6. **Alternative Action**

No discussion.

7. **Management Recommendations:**

Discuss.

8. **Recommended Approval:**

Randy Paniagua, Administrative Officer
Chelsea O'Riley, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 5/10/2021
Approved - 5/11/2021
Approved - 5/11/2021
Approved - 5/12/2021
Final Approval - 5/12/2021

1. Requested Motion:

Meeting Date: May 17, 2021

Authorize the Town Manager to execute a Supplemental Task Authorization for Tetra Tech not to exceed \$241,780 for North Estero Phase 2 Side Streets additional services for Water and Stormwater improvements and CEI under Contract No 14-15-PW.

Why the action is necessary:

What the action accomplishes:

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Additional services for North Estero Phase 2 Part 1 for Water and Stormwater improvements include First St, Third St, Harbor Ct, Bonita St, Second St, Fifth St, Fourth St, and Crescent St.

Attachments:

1. North Estero Ph 2 Side Streets 14-15-PW
2. Fort Myers Beach Phase 2 Part 1 Timeline Revised

Financial Impact:

6. Alternative Action

7. Management Recommendations:

Approve

8. Recommended Approval:

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 5/10/2021
Approved - 5/11/2021
Approved - 5/11/2021
Approved - 5/12/2021
Final Approval - 5/12/2021

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

____ Supplemental Task Authorization NO.: 13-CO
CONTRACT/PROJECT NAME: Phase 2 North Estero Side Streets – Water and Stormwater Improvements – Additional Services
CONSULTANT: Tetra Tech, Inc. PROJECT NO.: _____
SOLICIT NO.: 14-15-PW CONTRACT NO.: 14-15-PW
REQUESTED BY: Christy Cory, Utilities Director DATE OF REQUEST: 04-14-21

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A"	SCOPE OF PROFESSIONAL SERVICE:	DATED: <u>04-14-21</u>
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: <u>04-14-21</u>
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: <u>04-14-21</u>
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: <u>04-14-21</u>

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____ Department Director Date	By: _____ Contracts Manager
--	--------------------------------

ACCEPTED:

By: _____
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

N.T.E. \$241,780

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Background:

The Town of Fort Myers Beach (TOWN) previously approved STA 13 for professional services related to the Preliminary Services, Final Design & Permitting, Bidding Services, Public Outreach, Construction Management, and Construction Engineering Inspection (CEI) for the Phase 2 North Estero Side Streets – Water and Stormwater Improvements Project. This STA was executed December 2, 2015. During the design process, the project was split into two parts. Part 2 is nearing completion and Part 1 construction is commencing shortly. Due to these circumstances, the services related to the scope of STA 13 are reaching completion and additional services are required. Areas designated as North Estero Phase 2 Part 2 consist of the following:

Part 2:

- Carols Circle – 825 LF +/-
- Matanzas St Area – 1,630 LF +/-
- Lagoon Street – 665 LF +/-
- Primo Drive – 1,385 LF +/-
- Palermo Circle – 2,570 LF +/-
- Santos Road – 415 LF +/-

These areas commenced construction in September 2020 and are anticipated for completion in late April or May 2021.

Additional services necessary for the extended construction time are proposed for the remaining duration of the project. The additional services are outlined below and are related to North Estero Phase 2 Part 1 consisting of the following areas:

Part 1:

- Third Street – 1,240 LF +/-
- Harbor Court – 315 LF +/-
- Bonita Street – 315 LF +/-
- First Street – 245 LF +/-
- Second Street – 385 LF +/-
- Fifth Street – 675 LF +/-
- Fourth Street – 205 LF +/-
- Crescent Street – 1,290 LF +/-

The following items included in the original STA are proposed

Scope of Services:

Task 1 – Preliminary Services

- a. No additional services related to this task are included.

Task 2 – Final Design & Permitting

- a. No additional services related to this task are included.

Task 3 –Bidding Services

- a. No additional services related to this task are included.

Task 4 - Public Outreach

- a. No additional services related to this task are included.

Task 5 – Construction Management

Additional services related to this task will be required due to a lengthened construction timeframe. The CONSULTANT will assist the TOWN with Construction Administration and shall complete the following tasks based on a construction duration of 365 days (12 months) to final completion of Part 1. If construction is extended beyond the projected 12 month period, additional construction management services will be required.

- a. Prepare for and administer one (1) Pre-Construction meeting and prepare written minutes of the meeting for distribution to attendees.
- b. Attend progress and specially scheduled meetings throughout progress of the project. Up to 52 progress meetings will be held (weekly). CONSULTANT will be responsible for preparing and distributing meeting minutes.
- c. Make site visits to the construction site at intervals appropriate to the various stages of construction in order to observe the progress and quality of the Work. These will be scheduled during critical points during the construction of the project and will be determined based upon the Contractor's schedule. It is anticipated that 26 site visits with an average duration of approximately 2 hours will be required. These site visits will be to observe the progress and quality of the construction and its general conformance to the Contract Documents.
- d. Review shop drawings and other required Contractor submittals to determine conformance with the design concepts of the project and compliance with the requirements provided in the Contract Documents. Shop drawings will be reviewed up to two (2) times per submittal with additional review fees to be paid to CONSULTANT by the Contractor through the TOWN. (10) submittals are anticipated to be received for review.
- e. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations.
- f. Assist TOWN with development of and approval of Change Orders required due to unforeseen conditions.
- g. Review the Contractor's applications for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise the TOWN of the recommended payments to the Contractor.
- h. Upon written request by the Contractor, conduct a substantial completion inspection of the project with the TOWN and distribute a punch list of observed deficiencies to be completed by the Contractor prior to the final completion date. The project will be certified substantially complete only if the work is sufficiently complete in accordance with the contract documents, so that the work can be utilized for the purposes for which it is intended.
- i. Upon written request by Contractor, conduct a final completion inspection of the Project with the TOWN to determine if Work is finally complete or compile and distribute a punch list of items to be addressed. Upon written request by Contractor, conduct a re-inspection to confirm that final completion punch list items have been addressed and subsequently

provide a final completion certification to the TOWN and recommend that the TOWN make final payment to the Contractor.

- j. Review Contractor closeout documentation (to be submitted with Final Pay Request), to include but not be limited to warranties, release of liens and related documentation as required by the TOWN.
- k. Review the Contractor's as-built submittals monthly for adequacy and review listing of deviations from the construction permit and approved construction documents. Prepare record drawings for TOWN's use from information provided by the Contractor delineating the location, and elevation of all facilities constructed. Provide the TOWN with one (1) CD-ROM electronic file of record drawings in PDF format and three (3) sets of prints of the record drawings for each construction contract.
- l. Prepare and submit certifications and required supporting documentation to the FDEP.

Task 6 - Construction Engineering Inspection (CEI)

Upon commencing the construction phase, CONSULTANT will provide construction engineering inspection (CEI) services. Our scope of services is based on utilizing one (1) Resident Project Representative (RPR) as needed during the construction activity phases based on a 12-month construction period (264 work days) and 10 hours per day of inspection for a total of 2,640 hours. The RPR is to perform the following:

- a. RPR is to assist the TOWN in observing progress and quality of the Work.
- b. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR, CONSULTANT shall endeavor to provide further protection for the TOWN against defects and deficiencies in the Work. However, CONSULTANT shall not, as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- c. The duties and responsibilities of the RPR is limited to those specified within this scope of services and in the Contract Documents, and are further limited and described as follows:
 - 1. General: RPR to act as TOWN's agent at the Site, will act as directed by and under the supervision of TOWN, and will confer with the TOWN regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with the TOWN. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and provide comments concerning acceptability.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- d. Liaison:
 - 1. Assist in serving as the TOWN's liaison with Contractor when Contractor's operations affect the TOWN's on-site operations.
 - 2. Assist in obtaining from the TOWN additional details or information, when required for proper execution of the Work.
- e. Review of Work and Rejection of Defective Work:

1. Conduct on-site observations of Contractor's work in progress to assist in determining if the Work is in general proceeding in accordance with the Contract Documents.
 2. Report to TOWN whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise TOWN of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- f. Inspections, Tests, and System Startups:
1. Consult with TOWN in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 2. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate TOWN personnel, and that Contractor maintains adequate records thereof.
 3. Observe, record, and report to TOWN appropriate details relative to the test procedures and systems startups.
 4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to TOWN.
- g. Records:
1. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to TOWN.
 2. Take photos daily of the project site(s) and work progress and provide electronically to TOWN.
 3. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 4. Maintain records for use in preparing Project documentation.
 5. Upon completion of the Work, furnish original set of all CEI related project documentation to TOWN.
- h. Payment Requests: Review draft Applications for Payment in the field with Contractor for the purpose of confirming quantities in advance of Contractor forwarding final application to the TOWN.
- i. Completion:
1. Before TOWN issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 2. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 3. Participate in a final inspection in the company of the TOWN, and Contractor and prepare a final list of items to be completed or corrected.
 4. Observe whether all items on final list have been completed or corrected and make recommendations to TOWN concerning acceptance and issuance of the Notice of Acceptability of the Work.
- j. RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the TOWN or Contractor.
5. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by TOWN.

EXHIBIT BDate April 14, 2021COMPENSATION AND METHOD OF PAYMENTPhase 2 North Estero Side Streets – Water and Stormwater Improvements – Additional ServicesSection 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Preliminary Services	\$ 0.00	NTE	WIPP
2	Final Design & Permitting	\$ 0.00	NTE	WIPP
3	Bidding Services	\$ 0.00	NTE	WIPP
4	Public Outreach	\$ 0.00	NTE	WIPP
5	Construction Management	\$ 33,330.00	NTE	WIPP
6	Construction Engineering Inspection	\$ 198,000.00	NTE	WIPP
	Reimbursable Expenses	\$ 10,450.00	NTE	WIPP
TOTAL		\$546,501		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated October 30, 2015 entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated October 30, 2015, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: April 14, 2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR

Phase 2 North Estero Side Streets – Water and Stormwater Improvements – Additional Services

Consultant or Sub-consultant Name: Tetra Tech, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
N/A (per master contract)			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: April 14, 2021

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

Phase 2 North Estero Side Streets – Water and Stormwater Improvements – Additional Services

CONSULTANT OR SUB-CONSULTANT NAME:

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
Breakfast	\$12.01
Lunch	\$11.82
Dinner	\$24.72
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: April 14, 2021

TIME AND SCHEDULE OF PERFORMANCE

Phase 2 North Estero Side Streets – Water and Stormwater Improvements – Additional Services

This EXHIBIT "C" establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
1	Preliminary Services	0	0
2	Final Design & Permitting	0	0
3	Prequalification & Bidding Services	0	0
4	Public Outreach	0	0
5	Construction Management	365	365
6	Construction Engineering & Inspection	365	365

EXHIBIT D

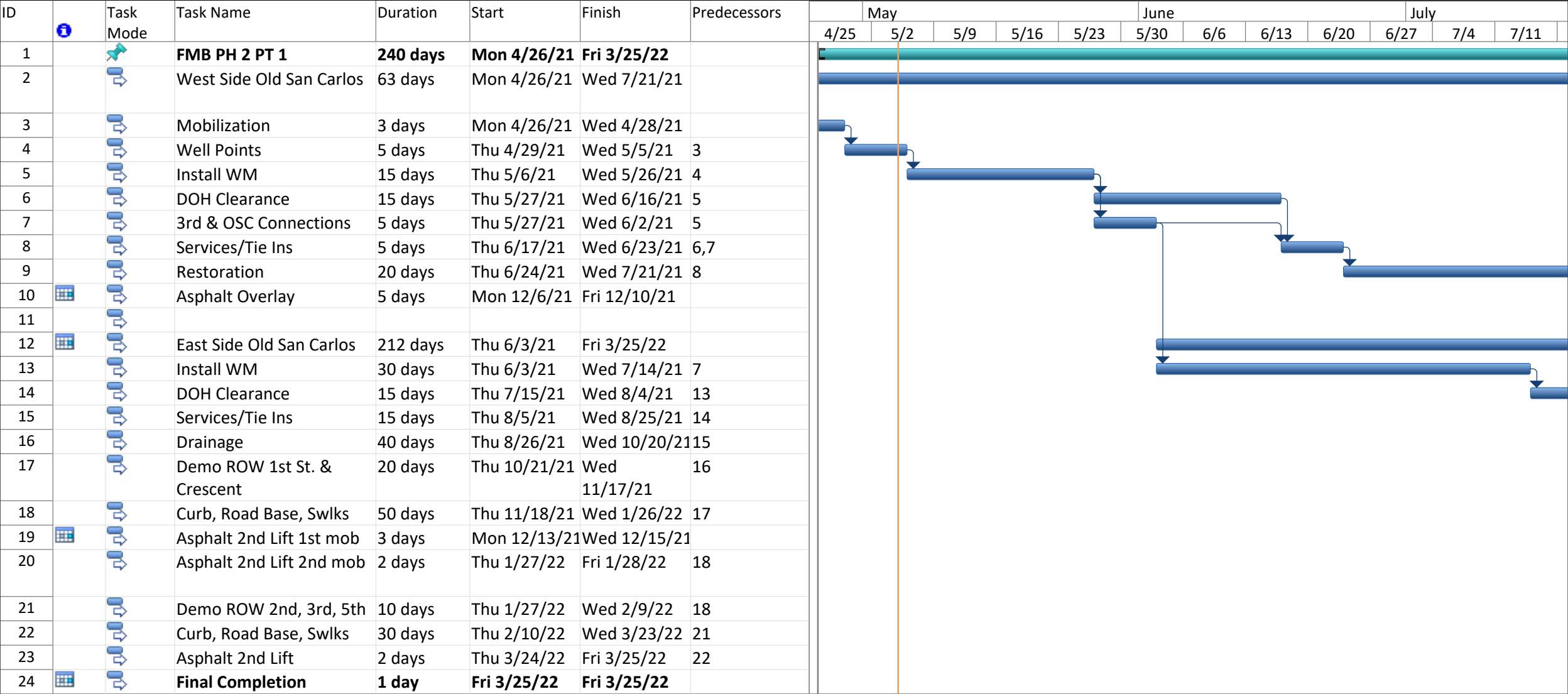
Date: April 14, 2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

Phase 2 North Estero Side Streets – Water and Stormwater Improvements – Additional Services

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No



Project: Fort Myers Beach Phase 2
Date: Wed 5/5/21

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

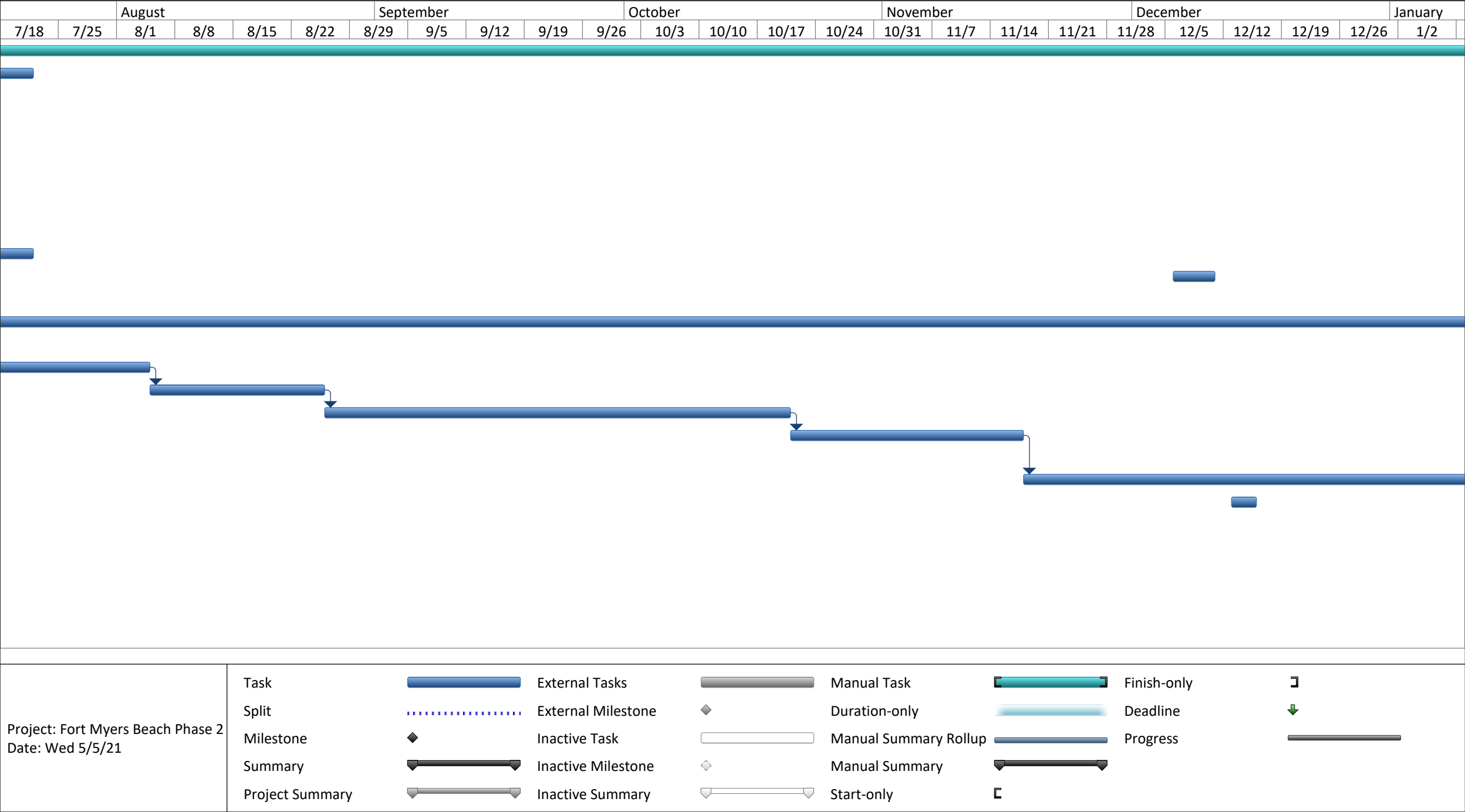
Manual Summary

Start-only

Finish-only

Deadline

Progress



1. Requested Motion:

Meeting Date: May 17, 2021

Authorize the Town Manager to execute the Professional Services Agreement in response to RFQ-21-09-EN for Beach Renourishment in the not to exceed amount of \$170,000 and appropriate and allocate the funds to be reimbursed by the TDC.

Why the action is necessary:

Provides a Professional Services Agreement in response to RFQ-21-09-EN for Beach Renourishment Professional Services to begin Data Collection & Analysis, Pipeline Corridor Geophysical Survey, Preliminary Design, State & Federal Permitting, and the FY22/23 State Funding Request.

What the action accomplishes:

Provides professional engineering services to collect data on the burrow area, shoreline, and pipeline corridor, which are necessary to create preliminary designs required for State and Federal permitting of the Estero Island Beach Renourishment Project.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

The Town received 6 qualified responses to RFQ-21-09-EN. There were no local respondents from the Town of Fort Myers Beach. The following firms submitted responses: Applied Technology and Management, Inc. (ATM), APTIM environmental and Infrastructure, LLC (APTIM), Coastal Engineering Consultants, Inc. (CEC), Edgewater Resources, LLC, Humiston and Moore Engineers, and Taylor Engineering, Inc. The Selection Advisory Committee (SAC), comprised of the Public Works Director, Environmental Projects Manager, Assistant Community Services Director, Marine Resources Task Force Member, and a General Manager for a Local Resort, met on April 21, 2021.

SAC Compiled Evaluation Points:

1. CEC 472 Points
2. Taylor Engineering 426 Points
3. APTIM 415 Points
4. Humiston & Moore 405 Points
5. ATM 380 Points
6. Edgewater 323 Points

The SAC recommended that the Town Manager rank the top 3 firms and enter into negotiations with CEC. If unsuccessful, then Taylor Engineering, then APTIM. The Town Council accepted the rankings of the top three firms and authorized the Town Manager to begin negotiations at the April 19th, 2021 Meeting.

The current scope will accomplish Data Collection & Analysis, Pipeline Corridor Geophysical Survey, Preliminary Design, State & Federal Permitting, and the FY22/23 State Funding Request. The Town will issue Standard Task Authorizations as needed for additional services.

Attachments:

1. RFQ-21-09-EN Professional Services Agreement

Financial Impact:

TDC granted the Town \$300,000 for professional engineering services to design and permit Beach Renourishment for Estero Island.

6. Alternative Action

Do not authorize the Town Manager to execute the Professional Services Agreement and renegotiate.

7. Management Recommendations:

Approve and authorize the Town Manager to execute the Professional Services Agreement with Coastal Engineering Consultants, Inc.

8. Recommended Approval:

Chadd Chustz, Environmental Project Manager
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 5/12/2021
Approved - 5/12/2021
Approved - 5/12/2021
Approved - 5/12/2021
Final Approval - 5/12/2021

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 17 day of May, 2021 by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **Costal Engineering Consultants, Inc.** ("Consultant"), whose address is **28421 Bonita Crossings Boulevard Bonita Springs, FL 34135.**

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning RFQ-21-09-EN Beach Renourishment Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

- (1) **QUALIFIED PERSONNEL:** The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.
- (2) **CONSULTANT'S PROJECT DIRECTOR:** The Consultant agrees to employ and designate, in writing, a

qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.

(3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.

(4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

(5) SUB-CONTRACTOR: The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.

(2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval,

nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state

that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility, or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

2.15 E-VERIFICATION: As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

(1) **PROJECT GUIDELINES AND CRITERIA:** Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.

(2) **TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL:** At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

(1) **LUMP SUM FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

(2) **NOT-TO-EXCEED FEE(S):** When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:

- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this

Agreement and any Supplemental Task Authorizations and

- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.

(2) PAYMENT FOR SERVICES PERFORMED: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

(A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying, or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE: The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested

breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by _____ as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and

actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to

engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated May 17, 2021.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated May 17, 2021.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated May 17, 2021.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated May 17, 2021.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated May 17, 2021
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated May 17, 2021
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated May 17, 2021.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated April 5, 2021
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated April 5, 2021.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated April 5, 2021.
- (12) ATTACHMENT "A" entitled "RFQ Proposal from Provider"

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

COASTAL ENGINEERING CONSULTANTS, INC.
(Consultant's Business Name)

28421 BONITA CROSSINGS, BLVD
(Street/ P.O. Box) BONITA SPRINGS, FL 34135

(City) _____ (State) _____ (Zip Code) _____

Telephone Number: 239-643-2324

Fax Number: 239-643-1143

Email: mpoff@cecifl.com

ATTENTION: Michael T. Poff
Project Director

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

ATTEST:

By: _____
Roger T. Hernstadt, Town Manager

By: _____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
John. R. Herin, Jr., Town Attorney

PROVIDER: COASTAL ENGINEERING CONS.
Printed name of organization

BY: _____
Signature

MICHAEL T. TOFF
Printed name of person signing
PRESIDENT
Title (printed)

Karen J. Taylor
Witness Signature
Karen J. Taylor
Printed name of Witness

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

RFQ-21-09-EN Beach Renourishment Professional Services RFQ-20-06-AD

SCOPE OF PROFESSIONAL SERVICES

It is the intention of The Town of Fort Myers Beach to retain the services of a firm for professional services in assisting the Town with professional engineering services for a sand renourishment project on Estero Island to include, but not be limited to, feasibility, planning, stakeholder coordination, design, permitting, surveying, funding and grant support, bid phase, construction administration & observation, and monitoring services in accordance with State & Federal statutes, Town codes, rules, regulations, ordinances, etc. Additional services may be required including but not limited to expanding the project limits to include additional shoreline reaches.

Estero Island Beach Renourishment Phase I

TASK 1 DATA COLLECTION (MAY – JULY, 2021)

Review existing permit drawings of the permitted borrow area, borrow area vibracores, delineated shoal seagrass border and identified magnetic anomalies. Utilizing the borrow area survey to be conducted in early summer 2021 under separate contract, estimate the volume remaining within the permitted borrow area and whether it will be sufficient for the initial nourishment event and two renourishment events. Based on the analysis, determine if collecting additional data will be required to either confirm previously identified magnetic anomalies or clear them and eliminate the no dredge area buffers established in the existing permit. Determine whether collecting additional vibracores may be necessary for extending the permitted borrow area limits to increase dredge volume. Collection of additional geophysical surveys and vibracores shall be conducted using contingency funds.

Conduct diver transects of a 300-foot wide buffer around the permitted borrow area and the nearshore zone along the beach south of the permitted fill limits to map natural resources if present.

Map existing armoring structures such as revetments or seawalls and locate the vegetation line along the beachfront properties.

TASK 2 PRELIMINARY DESIGN (MAY – AUGUST, 2021)

Review historic monitoring survey data. Compute shoreline and volume changes and background erosion from the initial restoration to the 2021 beach monitoring survey to be collected under separate contract. Evaluate performance of beach fill and terminal groin.

Conduct sea level change analysis applying industry standard techniques (e.g., USACE methodology) and estimate the change since the permit was issued in 2002 through 2021. Assess whether the existing permitted fill template needs to be vertically adjusted to account for future sea level change.

Review FDEP's critical erosion designations, evaluate extending beach fill to include critically eroded segments, and recommend beach fill segments to be included in the Project. Conduct SBEACH model to determine optimal beach width and elevation. Compute background erosion rate. Estimate advanced fill volume to account for future losses between renourishment cycles. Perform equilibration analysis to account for initial beach profile equilibration after fill placement. Combine design, advanced and initial equilibration volumes to estimate beach fill requirements and yield the recommended template to advance in the design and permitting phases.

Based upon the historic and additional geophysical and geotechnical data (acquired under Contingency Task), develop borrow area boundaries. Using this data, prepare stratigraphic (a.k.a., "geologic") cross sections and include surface bathymetry, maximum depth of cut and lateral extent of significant beach compatible sand layers.

Prepare plan view maps of the borrow area that include vibracore locations, bathymetry, proposed horizontal boundaries, and fill thickness (a.k.a., isopach maps). Prepare associated shapefiles to be provided to the FDEP for inclusion in the ROSSI database.

Perform a compatibility analysis whereby beach-quality sediment identified in the vibracores will be compared with available native beach sample data with respect to sediment texture, composition, and color. Utilize appropriate techniques to estimate textural compatibility, whereby composite sample means and sorting are calculated for the native beach and proposed borrow area, the overfill ratio and renourishment factor are estimated, and a reference range of native beach sediments compared to range of borrow area sediments are developed. Qualitatively assess the compatibility of potential borrow area sediments including a comparison of sediment texture, composition, and color.

Prepare preliminary design drawings that include location map; vicinity map; plan views depicting beach fill, borrow areas, construction access and staging areas, potential pipeline corridor; cross sections depicting dredge templates and beach fill templates; and details. The preliminary plans shall serve as the permit drawings for the permit process. Based on the preliminary design documents, prepare a Preliminary Opinion of Probable Construction Cost including a 25% contingency.

TASK 3 JOINT COASTAL PERMIT (JCP) APPLICATION (JULY – OCTOBER, 2021)

Pre-Application Conferences

Prepare a PowerPoint presentation for the agency meetings. Arrange, attend, and chair a total of two pre-application conferences with FDEP regulatory and project management staff and USACE regulatory staff as described below.

- **FDEP/FFWCC Pre-Application Conference:** Arrange, attend, and chair a pre-application virtual conference with the Town, FDEP Bureau of Beaches and Coastal Systems, and FFWCC staff. The purpose of the pre-application conference will be to:
 - present the Project Preliminary Design,
 - confirm or revise the scope of subsequent tasks,
 - identify Project issues and means to address these issues, and
 - identify requirements for obtainment of a permit.
- **Federal Agency Pre-Application Conference:** Arrange, attend, and chair a pre-application conference with the USACE along with invited staff from the National Marine Fisheries Service (NMFS) and U.S. Fish & Wildlife Service (USFWS) at the USACE's office in Ft. Myers. The purpose of the federal coordination meeting is to:
 - present the Project Preliminary Design,
 - confirm that a USACE Statement of Findings Environmental Assessment will be sufficient for compliance with the National Environmental Policy Act,
 - confirm species to be addressed and information required for the NMFS and USFWS initiation of their respective Biological Opinions,
 - identify expected conservation measures to avoid incidental take of sea turtles, and
 - identify the requirements and agencies expected schedule for issuance of NMFS Biological Opinion, USFWS Biological Opinion, and subsequent USACE permit.

JCP Application

Prepare and submit a draft “*Application for Joint Coastal Permitting, Authorization to Use Sovereign Submerged Lands, and Federal Dredge and Fill Permit*”. Prepare and submit to the Town the following supporting documentation necessary for the permitting process. The necessary supporting documentation will likely include:

- Physical Monitoring Plan,
- Biological Assessment,
- Threatened and Endangered Species Monitoring Plans & Protection Plans,
- Sediment Quality Control/Quality Assurance Plan,
- Turbidity Monitoring Plan, and
- Justification for a mixing zone variance request.

The application will include the supporting documentation and the following information: (a) response to each JCP application item, (b) permit sketches (preliminary design drawings) prepared under Task 2, (c) pre-application conference reports; (d) letter from the Town indicating that the proposed Project is consistent with the state approved Local Comprehensive Plan; (e) borrow area survey and legal description; (f) fill area bathymetric survey (hard copy and CD); (h) recent aerial with limits of the Project fill area superimposed; (i) required final geotechnical report for the borrow area (including core sample data, shape files and metadata, and sediment composite spread sheets), (j) available sea turtle nesting and shorebird summary reports; (k) copy of Sea Turtle Lighting Ordinance and description of lighting enforcement actions; (l) Coastal Systems Assessment; and (m) NMFS Checklist. Review the draft JCP application with the Town, incorporate revisions to finalize it, and then submit the JCP application to the FDEP and USACE.

TASK 4 FY2022-2023 STATE FUNDING REQUEST (JUNE – SEPTEMBER, 2021)

Prepare Project Description including Project length, nourishment interval, fill limits, fill volume, and length of shoreline armoring. Assist Town obtain tourism-related tax revenue and County sales taxes and compute Return on Investment and Economic Impact Scores. Based on available beach profile data, compute 30-year erosion rates for Project limits and volume eroded from the design template since last renourishment project. Utilizing the inventory of existing beach accesses and associated public facilities (parking, restrooms, etc.), tabulate summaries and develop aerial maps to illustrate the length of accessible shoreline and degree of public access within the Project Area. Prepare Resolution for Town Council to approve agreeing to provide the local cost-share and affirming their support for Project and the FY2022-2023 Funding Request. Assist the Town prepare and submit the FY2022-2023 annual funding application to the State for inclusion in the Beach Management Funding Assistance Program. Evaluate the associated State cost-share percentages that can be expected under existing State policies. Respond to one DEP Request for Additional Information per Funding Request.

TASK 5 PIPELINE CORRIDOR GEOPHYSICAL SURVEY (JUNE – AUGUST, 2021)

Identify and conduct a detailed level combined geophysical and cultural resources survey of a pipeline corridor extending from the permitted borrow area to the beach. The approximate line spacing will be 100 feet (30 meters). Appropriate “tie-lines” will be conducted perpendicular to the primary lines. The combined survey will include bathymetry, side-scan sonar, seismic, and magnetometer surveys. An RTK GPS will be utilized during the survey to accurately record track-line position.

Budget is based on the Town issuing Notice to Proceed no later than June 7, 2021 to take advantage of mobilized subconsultant conducting detailed geophysical surveys for Lee County in June 2021.

Conduct the bathymetric survey of the pipeline corridor consisting of obtaining sounding data using a single beam depth sounder (200 kHz) and HYPACK navigation and data logging computer system. Analyze and interpret the data to prepare bathymetric charts with track lines superimposed. Arrange data, data files, and maps according to the standard FDEP data file format and include all of the information required by that format.

Conduct the side-scan sonar survey consisting of collecting sonar imagery and analyzing it for surficial bottom features that can indicate the presence of hardbottom, shipwrecks, artificial reefs, debris, pipelines and other bottom features that may interfere with the permitting process. Collect side-scan data using a dual-frequency (100 and 500 kHz) side scan sonar system set at a 164-ft sweep range per channel (330 foot swath). Process side-scan sonar data to generate strip mosaics of the seabed along the tracklines investigated. Prepare a summary table of the key features/targets. Generate geo-referenced TIFFs for each sonar target identified. Prepare a sonar mosaic which includes an overlay of the hardbottom, sonar targets, and magnetic anomalies identified in the survey areas keyed to the summary table.

Conduct the magnetometer survey using the marine cesium magnetometer equipped with bottom tracking altimeter. Display the magnetometer total field, depth and altitude data by the HYPACK Navigation Computer. Configure the HYPACK software to track the magnetometer tow-fish position with each incoming magnetometer reading. Store each reading, combined with position, depth and altitude in the navigation computer hard-drive. Process magnetometer data with the primary intent to identify anomalies along the tracklines investigated related to both surface and subsurface (shallow buried) ferrous items (pipelines, cables, debris and/or iron/steel associated with shipwrecks). Plot anomalies on the features target overview chart and tabulate the anomalies.

Prepare and submit to the Town a Technical Memorandum that summarizes the detailed level geophysical survey and results. Prepare survey drawings in AutoCAD format that include the survey tracklines; hydrography (sun illuminated shaded relief image and 1-foot depth contours); and sonar mosaic which includes an overlay of the sonar targets and magnetic anomalies identified. Prepare ArcGIS shapefiles of pertinent survey deliverables.

The detailed level survey data along the pipeline corridor will be reviewed for potential cultural resources. Prepare and submit to the Town a Technical Memorandum that summarizes the results and marine archaeological assessment for the pipeline corridor. The Technical Memorandum will contain the coordinates for “mag hits”. If a “mag hit” is determined to be a potential significant submerged cultural resource eligible under National Register Of Historic Places criteria, buffer zones will be recommended along the pipeline corridor to facilitate the avoidance of these features during mobilization, dredging operations, and demobilization.

TASK 6 PROJECT MEETINGS (MAY 2021 – OCTOBER 2021)

Assist the Town staff prepare a stakeholder presentation. The goals include some or all of the following:

- present goals and objectives,
- present design plans and budgets,
- present funding strategies,
- identify local ambassadors and develop contact list,
- provide an opportunity for public participation and open discussion,
- identify issues and concerns,
- solicit willingness of the local community to financially contribute to the Project,
- review permitting progress,
- present changes implemented since the prior meeting,
- present Recommended Plan and Funding Program.

Attend and present at two (2) meetings such as Town Council and Tourist Development Council. Provide technical support services for the Town specific to stakeholder coordination. The Town will be responsible for publishing notices and advertising for each meeting. Prepare for and participate in the meetings. Prepare a written summary of the meetings. Throughout the progress of work under the above sub-tasks, manage and coordinate the project team’s internal efforts and maintain informal contact with the County staff. “Informal contact” includes meeting with the Town’s Project Manager routinely, necessary telephone contact, emails, and similar activities not involving the requirement for developing special graphics or presentations, or travel outside the Project area. Prepare written monthly progress reports. Prepare Project schedule and update it as tasks and milestones are met.

TASK 7 DATA COLLECTION AND DESIGN CONTINGENCIES

Due to the complex nature of the work, it is anticipated that additional work may be necessary for data collection and Project design. A contingency budget is recommended for these circumstances. All scopes of work under this task must be reviewed and approved by the Town Project Manager prior to conducting the additional work.

EXCLUSIONS

The following tasks are specifically excluded from the scope of services:

- ◆ Permit Application Processing Fees
- ◆ Public Noticing,
- ◆ Sand Source Search,
- ◆ Final Design Services,
- ◆ Bid Phase Services,
- ◆ Contract Procurement Services,
- ◆ Construction Phase Services,
- ◆ Shorebird Monitoring Services, and
- ◆ Sea Turtle Monitoring and Lighting Surveys.

DELIVERABLES

Task 1

- Data Collection Technical Memorandum

Task 2

- Beach Fill Design Technical Memorandum
- Preliminary Design Drawings
- Preliminary Opinion of Probable Construction Cost
- Compatibility Analysis Technical Memorandum

Task 3

- Pre-Application Meeting Minutes
- JCP Permit Application

Task 4

- FY2022-2023 Funding Request

Task 5

- Geophysical Survey and Cultural Resources Technical Memorandum
- Survey Drawings and Data Files
- kmz Files for Sonar Imagery, Side-Scan Sonar Targets, and Magnetic Anomalies
- ArcGIS Shapefiles of Survey Tracklines

Task 6

- Stakeholder Presentation
- Meeting Summaries
- Monthly Progress Reports
- Project Schedule Updates

QUALIFICATION FOR TYPE OF WORK

Name of Firm: Coastal Engineering Consultants, Inc. **Date:** May 17, 2021

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do. Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Michael T. Poff, P.E.	Naples	48218	31	Principal Engineer, Project Mgmt., QA/QC
Mark A. Kincaid, P.E.	Bonita Springs	58654	36	Project Manager, Coastal Engineering, Structures
Jeremy B. Herget, P.E.	Naples	79352	12	Managing Engineer, Fieldwork, Design
Grady V. Timmins, P.E.	Naples	86500	8	Project Engineer, Fieldwork, Construction Surveys
Richard J. Ewing, P.S.M.	Naples	5295	37	Marine/Hydrographic Surveying, ECL Plats
Michael F. Stephen, P.G., Ph.D.	Naples	321	46	Coastal Geology
Kris W. Thoemke, Ph.D., CEP	Daytona Beach	05005350	42	Environmental Permitting
Vadim V. Alymov, Ph.D.	Naples		19	Coastal Modeling, Alternatives Analyses
Samantha D. Brasher	Naples		20	Design Drawings, Survey Deliverables
Dustin A. Reeves	Fort Myers		20	Survey Crew Chief, Survey Control, Data Collection
Douglas Block	Fort Myers		8	Construction Inspector

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: May 17, 2021

**RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD**Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 1	Data Collection	\$29,830	LS	W.I.P.P.
Task 2	Preliminary Design	\$54,770	LS	W.I.P.P.
Task 3	Permit Application	\$37,350	LS	W.I.P.P.
Task 4	FY2022-2023 State Funding Request	\$ 7,820	LS	W.I.P.P.
Task 5	Pipeline Corridor Geophysical Survey	\$23,660	LS	W.I.P.P.
Task 6	Project Meetings	\$ 2,000	LS	W.I.P.P.
Task 7	Data Collection & Design Contingencies	\$14,570	LS	W.I.P.P.
TOTAL		\$170,000		

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated May 17, 2021, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated May 17, 2021, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B
RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD

Date: May 17, 2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: Coastal Engineering Consultants, Inc.

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal Engineer	\$74.00	3.0	\$222
Principal Surveyor	\$71.33	3.0	\$214
Senior Consultant*	\$62.67	3.0	\$188
Associate Consultant*	\$59.67	3.0	\$179
Managing Consultant*	\$51.33	3.0	\$154
Coastal Modeler	\$49.33	3.0	\$148
Marine Surveyor	\$47.67	3.0	\$143
Project Consultant*	\$44.00	3.0	\$132
Staff Consultant*	\$37.33	3.0	\$112
2-Man Survey Crew	\$50.57	3.0	\$152
1-Man Survey Crew	\$42.33	3.0	\$127
Senior Designer	\$36.67	3.0	\$110
Survey Technician	\$31.00	3.0	\$93
Construction Observer	\$26.00	3.0	\$78
Senior Project Coordinator	\$27.67	3.0	\$83
Labor	\$13.33	3.0	\$40
* Consultants include Engineers, Surveyors, Geologists, and Scientists			

*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.

**ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
RFQ-21-09-EN Beach Renourishment Professional
ServicesRFQ-20-06-AD**

Date: May 17, 2021

CONSULTANT NAME: Coastal Engineering Consultants, Inc.

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.54/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast Lunch Dinner	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursable (i.e. film/developing):	
Hydro Survey System	\$600/day
Survey Boat (Offshore)	\$400/day
Survey (Inshore)	\$225/day
RTK GPA Receiver	\$150/day
Robotic Total Station	\$150/day
Water Quality Meter	\$75/day
Jet Pump	\$75/day
Dive Equipment	\$30/person/day
Turbidimeter	\$25/day
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursable etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD

Date: May 17, 2021

This EXHIBIT “C” establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed
Task 1	Data Collection	75	75
Task 2	Preliminary Design	105	105
Task 3	Permit Application	120	165
Task 4	FY2022-2023 State Funding Request	120	165
Task 5	Pipeline Corridor Geophysical Survey	90	165
Task 6	Project Meetings	165	165
Task 7	Data Collection & Design Contingencies	165	165

BEACH RENOURISHMENT PROFESSIONAL SERVICES

**EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
RFQ-21-09-EN Beach Renourishment Professional Services
RFQ-20-06-AD**

Date: May 17, 2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project: (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
Geophysical Surveys	Ocean Surveys, Inc. Old Saybrook, Connecticut				Y	
Funding Program Technical Support	LJA Engineering, Inc. Houston, Texas				Y	

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
RFQ-21-09-EN
Beach Renourishment Professional Services

Date: May 17, 2021

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
RFQ-21-09-EN
Beach Renourishment Professional Services

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
 RFQ-21-09-EN Beach Renourishment Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

BY: COASTAL ENGINEERING CONSULTANTS
MICHAEL T. POFF P.E.
 TITLE: PRESIDENT

STATE OF Florida
 COUNTY OF Collier

The foregoing instrument was acknowledged before me this 11th day of May, 2021, by Michael T. Poff, by means of ☒ physical presence or () online notarization, personally appeared before me and ☒ is personally known to me or () who has produced _____, as identification.

My Commission Expires: 10/1/2024

Karen J. Taylor
 Signature of Notary Public

Notary Public, State of
Florida

Karen J. Taylor
 Printed, Typed or Stamped Name

Commission/Serial No. HH 016512



EXHIBIT "G": INSURANCE**FOR THE PROJECT KNOWN AS:
RFQ-21-09-EN Beach Renourishment Professional Services****Section One. Insurance Coverage's to Be Obtained**

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be
Provided and/or Performed

Indicate Name of
Individual or Firm

(If none, enter the word "none" in the space above.)

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or

such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of \$1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.



COASENG-01

KSANCHEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
INSURED Coastal Engineering Consultants, Inc. 28421 Bonita Crossings Boulevard Bonita Springs, FL 34135	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Charter Oak Fire Insurance Company A++ (XV)		25615
	INSURER B : Travelers Indemnity Co. of America A++, XV		25666
	INSURER C : Continental Insurance Company A(XV)		35289
	INSURER D : RLI Insurance Company A+, XI		13056
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			660-7H100045	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-1R474313	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-4639T739	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6024991958	11/1/2020	11/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			RDP0039964	6/1/2020	6/1/2021	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFQ-21-09-EN, Beach Renourishment Professional Services

Town of Fort Myers Beach is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability and Professional Liability policies in accordance with policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Town of Fort Myers Beach Attn: Town Manager 2525 Estero Boulevard Fort Myers Beach, FL 33931	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
RFQ-21-09-EN
Beach Renourishment Professional Services**

Date:_____

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY
CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.____ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Coastal Engineering Consultants, Inc.
(print name of public entity)

by Michael T. Poff, P.E., President
(print individual's name and title)

for Coastal Engineering Consultants, Inc.
(print name of entity submitting sworn statement)

whose business address is 28421 Bonita Crossings Boulevard

Bonita Springs, Florida 34135

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1728628
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

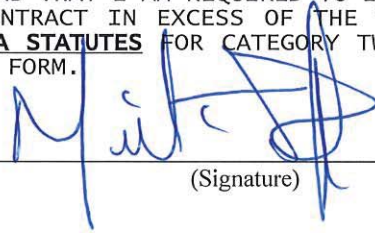
X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

STATE OF Florida

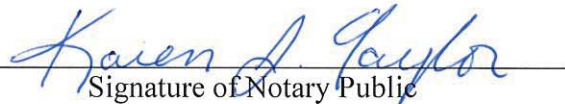
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 5th day of April, 20 21, by Michael T. Poff, by means of ☒ (X) physical presence or ☐ () online notarization, personally appeared before me and ☒ (X) is personally known to me or ☐ () who has produced _____, as identification.

My Commission Expires: 10/1/2024



KAREN J. TAYLOR
Commission # HH 016512
Expires October 1, 2024
Bonded Thru Budget Notary Services


Signature of Notary Public

Notary Public, State of
Florida


Printed, Typed or Stamped Name

Commission/Serial No. HH016512

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Coastal Engineering Consultants, Inc.
[Signature] President April 5, 2021
(Signature) (Title) (Date)

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 5th day of April, 2021, by Michael T. Poff, by means of (X) physical presence or () online notarization, personally appeared before me and (X) is personally known to me or () who has produced _____, as identification.

My Commission Expires: 10/01/2024



KAREN J. TAYLOR
Commission # HH 016512
Expires October 1, 2024
Bonded Thru Budget Notary Services

[Signature]
Signature of Notary Public

Notary Public, State of
Florida

Karen J. Taylor
Printed, Typed or Stamped Name

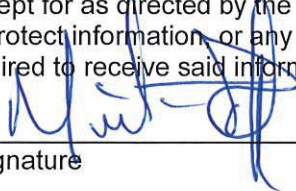
Commission/Serial No. HH016512

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. *TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.*

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
RFQ-21-09-EN
Beach Renourishment Professional Services**

I, the undersigned, Michael T. Poff, am an employee of Coastal Engineering Consultants, Inc., the Town's provider of professional services, and serve as a member of the Professional Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.



Signature

April 5, 2021

Date