



Fort Myers Beach Town Council

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

Agenda

Monday, August 2, 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**
 - A. Cultural and Environmental Learning Center Advisory Board (CELCAB)
- VIII. APPROVAL OF MINUTES**
 - A. June 7, 2021 Town Council minutes
 - B. June 9, 2021 Management & Planning Session minutes
- IX. CONSENT AGENDA**
 - A. Children's Vision and Learning Month
Proclamation: Children's Vision and Learning Month
 - B. Resolution 21-33: A/V Upgrades to Council Chambers
Adopt Resolution 21-33:
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN COUNCIL TAKEN IN REGULAR SESSION ON JUNE 7, 2021 REGARDING THE REPLACEMENT OF THE TOWN'S AGING AUDIO VIDEO EQUIPMENT USED TO RECORD AND BROADCAST THE TOWN'S PUBLIC MEETINGS IN AN AMOUNT NOT TO EXCEED \$283,550.00; AND PROVIDING FOR AN EFFECTIVE DATE.
- X. PUBLIC HEARINGS**

A. Ordinance 21-05: TECO Franchise Agreement

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF FORT MYERS BEACH FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE. Second reading and final adoption.

XI. ADMINISTRATIVE AGENDA

A. Resolution 21-35: LCSB Shared Use Interlocal

Adopt Resolution 21-35 for an Interlocal agreement with the School Board of Lee County for the use of Bay Oaks Recreational Campus facilities for a collaborative shared use agreement for the students of Fort Myers Beach Elementary School throughout the school year.

B. Authorize Town Manager to Execute Grant(s) for FY 21-22

Authorize the Town Manager to appropriate, allocate funds and execute grant documents for the following three grants: Clean Vessel Act Grant, Tourist Development Council Grant and the West Coast Inland Navigation District Grant for the 2021-2022 Fiscal Year.

C. Replacement of Utility Vehicle

Authorize the replacement of Utility Truck in the amount of \$49,366.00 from Duval Fleet utilizing the State Procurement Contract; allocate the old utility truck as surplus to be auctioned at Royal Auction Group (estimated value \$9,000) and authorize the Town Manager to execute contract documents.

D. Purchase and Install Marina Pumps

Authorize the purchase and installation of two new pumps for the Marina Booster Station in the amount of \$120,062.00.

E. Roar Offshore Boat Races

Special Event- Roar Offshore Boat Races to be held October 7-9, 2021

F. Poker Walk

Special Event - Walk the Arches - Poker Walk to be held October 2, 2021

G. 3rd Annual Rock the Arches

Special Event - 3rd Annual Rock the Arches Music Festival to be held April 23, 2022

H. Rugby on the Beach

Special Event - Rugby on the Beach to be held August 7, 2021

I. Groundbreaking Celebration

Special Event - TPI Groundbreaking Celebration is scheduled for

August 13, 2021.

- J. RFP 20-24-PW: Municipal Anchorage (Upland Services)
Authorize the Town Manager to execute, allocate and appropriate funds for Upland Services for the Town's Mooring Field with Estero Bay Hotel Company dba Matanzas Inn in response to RFP-20-24-PW, Municipal Anchorage (Upland Services).
- K. Resolution 21-37, Transfer of property from TPI to TFMB
Adopt Resolution 21-37
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING THE OFFER OF TPI-FMB I, LLC TO CONVEY THE REAL PROPERTY LOCATED AT 1054 FIFTH STREET, FORT MYERS BEACH FL. 33931 (STRAP NO. 24-46-23-W3-00206.0050) TO THE TOWN, AND AUTHORIZING TOWN STAFF TO TAKE ALL STEPS NECESSARY TO COMPLETE THE TRANSFER OF THE PROPERTY TO THE TOWN OF FORT MYERS BEACH; AND PROVIDING AN EFFECTIVE DATE

XII. FINAL PUBLIC COMMENT

XIII. TOWN MANAGER'S ITEMS

- A. Town Attorney evaluation

XIV. TOWN ATTORNEY'S ITEMS

XV. COUNCILMEMBERS ITEMS AND REPORTS

- A. Resolution 21-36 - Council Policies and Procedures Manual
Update Town Council Council Policies and Procedures Manual to reflect changes by Councilors
- B. Town Manager evaluation

XVI. 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.



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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.



Fort Myers Beach Town Council

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

Minutes

Monday, June 7, 2021

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Murphy, Vice Mayor Hosafros, Council Member Allers, Council Member Atterholt and Council Member Veach.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Vice Mayor Hosafros moved to approve the final agenda; second by Council Member Veach.

Council Member Atterholt questioned why the Town Manager's annual performance evaluation was not on the agenda. He read a paragraph from the Policies and Procedures Manual and a paragraph from the Town Manager's employment contract. Town Attorney Herin, Jr. replied that he was unsure why it was not on an earlier agenda and noted it was not his responsibility to prepare the agenda. However, he offered to make it his responsibility in the future if Council requested. He stated it was not on today's agenda because the six-week period ran on the second meeting in June while they were on break. He directed the Town Clerk to add the evaluation to the first meeting in August. He indicated that he would forward the above-referenced documents to Council Members if they did not receive them earlier.

Town Manager Hernstadt offered to put his evaluation on the agenda for next year. He commented that the Town Attorney added it last year.

Mayor Murphy stated that it was not up to him and the Town Manager to set the agenda. Town Council created the agenda at the Management & Planning Sessions. He noted that Council neglected to set goals for the Town Manager at the beginning of the year. Vice Mayor Hosafros requested that the discussion be continued under Council Member Items at the end of the meeting and proceed to vote on the motion. Council Member Atterholt replied that parliamentary inquiries were privileged and he continued to discuss conflicting documents.

Vice Mayor Hosafros moved to approve the final agenda; second by Council Member Veach. Motion carried unanimously.

V. PUBLIC COMMENT

Heidi Jungwirth, resident, stated that they needed to put priorities in order and keep residents and visitors safe. She requested community policing.

Pete Oiderma, resident, petitioned to vacate a portion of the Town's property in 2018 and was denied. He wanted to build a retaining wall to prevent erosion and indicated it would benefit him and the Town. He was not sure who to address for a resolution.

Bill Watchulis, General Manager of the Pink Shell, received a code violation for straws. He stated the straws were biodegradable and safe. He requested that they look into the matter. On another topic, Mr. Watchulis remarked that the Pink Shell owners preferred that the Mooring Field not expand to the north end.

Robert Howell, ex-officio of MRTF (Marine Resources Task Force), noted that MRTF recently held a vote regarding the straw ordinance. He spoke on his own behalf and stated that he tested the new straws in question and they disintegrated in the water. He suggested that the ordinance be amended to reflect new technology.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Allers thanked Sheriff Marceno and staff for giving him a tour of the Command Center. He thanked everyone for their well-wishes concerning his Dad.

Council Member Atterholt praised the Blue Star Memorial Dedication at an event at the library sponsored by the Estero Island Garden Club. In addition, he recognized individual members of the Garden Club. He recognized Shuckers for their fundraising event to benefit Beach Elementary School. He thanked the governor and state legislature for passing a budget that included funding for cleanwater initiatives. He thanked the public for making their voices heard.

Council Member Veach also recognized the Estero Island Garden Club. Mayor Murphy added that the Blue Star celebration was beautiful, patriotic ceremony, and he thanked the Garden Club and library board. He thanked Tunaskin for their first annual fishing event.

Vice Mayor Hosafros stated she would wait for the guest of honor.

Proclamation for Daniel Hughes:

Mayor Murphy reviewed Daniel Hughes's history with the Town of Fort Myers Beach and recalled when he was honored by Mr. Hughes 20 years ago. Mayor Murphy read the Proclamation in recognition of Mr. Hughes.

Mr. Hughes began his speech with a joke and commented that he was deeply honored and appreciated the sentiment. He acknowledged members in the audience who served with him over the years. He stated that nothing could have been accomplished without the help of dedicated community members. He thanked everyone for the Proclamation and thanked everyone for all they did for the community.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS

Steve Johnson, Chair of the Marine Resources Task Force (MRTF), and Jennifer Rusk, MRTF Member, addressed Council. MRTF Member Rusk reported on the pop-up booth educational events. Chair Johnson stated the current straw ordinance addressed plastic straws but did not allow for new technology. He described a new 100% marine biodegradable straw (by Phade) and compared it to current straws. MRTF recommended that the ordinance definition be amended to allow the new straws and he noted pros and cons were discussed. He forwarded their discussion concerning the lighting issue and summarized the results. MRTF recommended using narrow-band LED lights all year and they benchmark Treasure Island. Council Member Veach added information from MRTF's discussions.

VIII. APPROVAL OF MINUTES**A. Town Council Meeting - May 3, 2021**

Add to X. Public Hearing: A motion to request a recess to address technical difficulties was made and passed unanimously.

Under Town Attorney Items: The federal court denied the motion to dismiss for the lawsuit but stated the arguments made by Town were more appropriate for the next stage of the process.

Council Member Veach requested that the reasons he objected to the Myerside project be stated: Staff was consistent that the project was not consistent with Town codes, it would not help preserve the cottages and it would set a precedent.

Vice Mayor Hosafros moved to approve the minutes as modified; second by Council Member Veach.

Motion carried unanimously.

B. Management & Planning Session - May 6, 2021

Vice Mayor Hosafros moved to approve the minutes; second by Council Member Veach.

Motion carried unanimously.

C. Town Council Meeting - May 17, 2021

Vice Mayor Hosafros moved to approve the minutes; second by Council Member Veach.

Motion carried unanimously.

IX. PRESENTATIONS

Lieutenant Canfield with the Lee County Sherrieff stated they would be happy to distribute pamphlets from groups. He thanked Council Member Hosafros for her leadership and he stated they met with the Baptist Church. He requested that they consider allowing the Outreach Center to temporarily relocate at the base of the bridge. Council Member Atterholt invited a representative from the Sheriff's Office to attend the next M&P Session regarding community policing.

X. CONSENT AGENDA

Vice Mayor Hosafros moved to approve the consent agenda; second by Council Member Veach.

Motion carried unanimously.

A. Resolution 21-32, Repealing Emergency Declarations

Resolution repealing all Emergency Declarations and Resolutions regarding the state of emergency declared in Governor Desantis' Executive Order 20-52.

Vice Mayor Hosafros moved to approve the resolution; second by Council Member Veach.

Motion carried unanimously.

B. Special Event - Dig the Beach Volleyball Series

Dig the Beach Volleyball Series- Special Event

Vice Mayor Hosafros moved to approve the event; second by Council Member Veach.

Motion carried unanimously.

The event will be held June 26-27, 2021, and July 17-18, 2021, at the Wyndham.

C. Historic Preservation Advisory Committee Appointments

Appoint Members to the Historic Preservation Advisory Committee (HPAC)

Vice Mayor Hosafros moved to appoint the members; second by Council Member Veach.

Motion carried unanimously.

XI. 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. Second reading and public hearing for adoption.

Mayor Murphy read the title of the ordinance. Community Development Director Jason Green stated they cleaned up the document to reduce or eliminate conflict within the code.

No public comment.

Town Attorney Herin, Jr. stated the hearing was properly advertised.

Council Member Veach moved to approve Ordinance 21-04, 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; second by Vice Mayor Hosafros. Vote was by roll call, motion carried unanimously.

- B. Ordinance 21-05: Teco Franchise Agreement

First Reading and Public Hearing: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF FORT MYERS BEACH FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE. Open the first public hearing and schedule for second reading and final adoption on August 2, 2021 at 9:00 a.m.

Mayor Murphy read the title of the ordinance. Town Manager Hernstadt stated it was a blanket permit for Teco to install natural gas lines in the Townsrights-of-way. Teco would pay via a franchise fee agreement and the Town would provide a permit to install the lines within a certain number of days. He noted the financial compensation was on par with other municipalities. Teco requested a 30-year term and 10 days to process their permits. Town Manager Hernstadt noted that 14 days to process permits would be helpful and he recommended an evaluation in 10 years. He indicated he would invite Teco representatives to the second public hearing. No public comment.

Vice Mayor Hosafros moved to schedule Ordinance 21-05 to a second publichearing on August 2, 2021, at 9:00 a.m.; second by Council Member Atterholt.

Motion carried unanimously.

XII. ADMINISTRATIVE AGENDA

A. FY2020 Audit Report

Accept FY 2020 Audit Report prepared by Mauldin & Jenkins

Council Member Veach questioned whether any of the material deficiencies were carried over from last year. Town Manager Hernstadt replied that the number of journal entries was cut in half from last year. He explained that journal entries were a result of outstanding invoices. He noted that one of the auditors stated they improved from last year and was happy with their progress.

Wade from Mauldin & Jenkins reported that three findings from last year were corrected and the capital assets and accounts payable issues were new this year. He stated that they were not present at the Audit Committee meeting because they were not asked to attend. He addressed the turnover of staff and supported a full-time finance director to help oversee the accounting department.

Vice Mayor Hosafros moved to accept the fiscal year 2020 audit report; second by Council Member Atterholt.

Motion carried unanimously.

B. Audio and Visual Upgrades

Allocate additional funding and approve the purchase of up to \$283,550 of audio and visual equipment upgrades to the Town Council Chambers.

Town Manager Hernstadt reviewed the background of the issue. Antonio Correia from Bonita Video introduced himself and listed his experience in the area. He recommended that they address their future needs and explained why the entire system needed to be replaced and integrated. He stated they should have a dedicated server instead of using a third party. Mr. Correia noted the wiring system needed to be replaced and cables rerouted.

Council Member Allers brought up \$30,000.00 for removing and disposing of equipment. Town Manager Hernstadt replied that the equipment would be repurposed or sold per the Town's policy. Council Member Veach discussed audio issues with microphones and questioned whether supply issues would interfere with the timeline. Mr. Correia replied that after he receives a purchase order, the Town was first in line. Town Manager Hernstadt remarked that the disruption of the room should be finished in a month, but the system might not be 100% complete by their first meeting in August. He stated that the meetings would still be broadcast while the systems replacements were happening.

Mr. Correia described the additional add-on items. Council Member Allers questioned where the money for Option A or Option B would come from. Town Manager Hernstadt replied that they could afford to borrow from next fiscal year's budget. Mayor Murphy questioned whether security cameras could be added. Mr. Correia replied that it could be done, but he did not recommend adding surveillance to the system. He suggested keeping it separate.

Council Member Allers moved to approve Option A with the understanding they may need to add to it later; second by Vice Mayor Hosafros.

Council Member Allers supported purchasing the bare minimum and adding to it in the future. Mayor Murphy preferred to do it all at once. Council Member Atterholt supported the full package and doing it right the first time. Vice Mayor Hosafros pointed out that Option A did not include closed captions. Council Member Veatch pointed out that neither option included microphones, they were an add-on item. Council Member Allers withdrew his motion and Vice Mayor Hosafros withdrew her second.

Council Member Allers moved to approve the purchase of up to \$283,550.00 of audio and visual equipment upgrades to the Town Council Chambers; second by Vice Mayor Hosafros.

Motion carried unanimously.

* Town Council authorized the Town Manager to proceed with upgrades and agreed to waive all procurement policies. Ratification documents will be added to the August 2, 2021 Council agenda.

C. 5-Year CIP (FY22-26)

Presentation of the 5-year Capital Improvement Plan (FY22-26) and inclusion with the proposed Fort Myers Beach Fiscal Year 2022 budget.

Director Green presented the plan. Vice Mayor Hosafros questioned why the Mooring Field was not mentioned. Town Manager Hernstadt replied that they could add a placeholder. Council Member Atterholt questioned whether lighting should be added. Town Manager Hernstadt responded that they did not have a budget for lighting. Consensus was reached to add the Mooring Field and lighting. Council Member Veatch questioned adding a dock at Bayside Park. Town Manager Hernstadt replied that they had a funding formula for the dock, but he would add it to the list if they wanted.

Council Member Veatch moved to approve the 5-year Capital Improvement Plan with the addition of the Mooring Field, the Bayside dock and street lighting placeholders; second by Vice Mayor Hosafros.

Motion carried unanimously.

D. Resolution 21-27; Adopting FY 2021-2022 Tentative Millage Rate

Approve Resolution 21-27 establishing the Town's Tentative Millage rate for Fiscal Year 2021-2022

Mayor Murphy read the resolution. Town Manager Hernstadt stated that the

resolution set the upper limit for the millage rate, which could be decreased but not increased. Under the proposed millage rate, a lighting system, FF&E (Furnishing, Fixtures and Equipment), or any other one-off project would not be funded with the current rate. He questioned whether they wanted to consider a cushion to minimize a potential impact on next years' budget. Vice Mayor Hosafros favored a higher number of .9900. Council Member Atterholt questioned the amount of additional revenue from property taxes. Town Manager Hernstadt estimated revenue of \$250,000.00-\$300,000.00. Council Member Atterholt supported the .9500 millage rate. Vice Mayor Hosafros stated that previously, the increased revenue went to the Town to cover their increased costs. Council Member Veach agreed with raising the rate and not tying their hands. Mayor Murphy noted that they would show what the increased millage rate would cost the average taxpayer when the rate went into effect. Council Member Atterholt did not think he could support raising the rate for no reason. Vice Mayor Hosafros was not in favor of raising the millage rate, but she did not want to box them in. Council Member Allers agreed with being proactive and raising the rate. Council Member Atterholt discussed funding the community policing pilot project. Town Manager Hernstadt suggested to begin stepping up the millage to absorb the community policing program. Council Member Atterholt preferred to use reserves if necessary and increase the millage rate next year. Council Member Veach reiterated that they were raising the cap, not the actual millage rate. He stated that if taxpayers were not willing to pay for a program or project, they would not raise it.

Vice Mayor Hosafros stated that if they raised the cap, it would appear on the trim notice and taxpayers would know how the increase affected their bill.

Vice Mayor Hosafros moved to adopt Resolution 21-27 with the amendment to the millage rate to .9900 mills with all the attendant changes to follow; second by Council Member Allers.

Motion passed 4-1 with Council Member Atterholt dissenting.

E. Recurring Special Event Sunset Celebration FY 2022

Sunset Celebration Recurring Special Event for FY 2022

Town Manager Hernstadt noted that the organizers requested that some fees be adjusted.

Steve Maillakakis, owner of Plaka and John Lallo, owner of Pete's Time Out, reviewed the history of the event. Mr. Lallo stated that they were only doing Fridays because of Covid and the loss of sponsors. He also noted that the evangelical showed up on Saturdays and ran people off. He requested adding Saturdays administratively if they decided to add

Saturdays back in so they would not have to return to Council. He found out that it would cost him

\$60.00 a week for electricity but was told it would be \$60.00 per month for a total of \$700.00 per year. Mr. Lallo stated it was not in their budget and asked for relief for the electricity. He stated that the sound ordinance had never been a problem in the past, but they started measuring the sound in

front of the speakers. He noted there was a loophole in the sound ordinance. Town Manager Hernstadt stated that Council could waive the application of the noise ordinance for the special event. Mr. Lallo suggested that the 500-foot measurement requirement was adequate. Town Manager Hernstadt suggested a bollard to bollard measurement.

Vice Mayor Hosafros moved to approve the application for the recurring special event with questions answered and allow an administrative modification to Saturday, should they request it and it will be determined administratively by staff, that they waive the cost of the electricity and the sound ordinance be waived to a bollard to bollard measurement; second by Council Member Allers.

Motion carried unanimously.

Mr. Maillakakis described the vulgar activities of the preaching evangelical. He indicated he was breaking the sign ordinance and scaring people away from Times Square. He tried to talk to the man to no avail. Mr. Maillakakis stated that the man moved to the pavers from the concrete and was bothering the diners. He questioned whether they could ticket him for being on private property. Vice Mayor Hosafros suggested that he meet with the Town Attorney to discuss options. Town Council agreed to allow the Town Attorney to work with him. Town Manager Hernstadt revealed that the Town did issue a notice of violation, which resulted in a Federal lawsuit.

- F. Adopt Resolution 21-25 approving the second amendment to the shared use interlocal agreement with the Lee County School Board

Adopt Resolution 21-25 approving a second amendment to the previously approved Interlocal Agreement with the School Board of Lee County for the shared use of Bay Oaks Recreational Campus facilities for the students of Fort Myers Beach Elementary School throughout the school year.

Town Attorney Herin, Jr. stated that "the shared use" in the title was incorrect. The document memorialized the additional right-of-way that was vacated and the exchange of interest between the two parties.

Vice Mayor Hosafros moved to adopt Resolution 21-25; second by Council Member Atterholt.

Motion carried unanimously.

- G. SRF DW360801 Amendment 2

Final authorization for the Town Manager to increase the SRF DW360801 funding for North Estero Phase 2 Part 2, North Estero Phase 2 Part 1, and Tier 1 Side Street Projects by \$20,329,458.

Council Member Veach moved to approve; second by Vice Mayor Hosafros. Motion carried unanimously.

H. SRF Loan SW360830

As a requirement of SRF Loan funding for the stormwater system improvements adopt a Fiscal Sustainability Plan for the Town's Stormwater System

Vice Mayor Hosafros moved to approve; second by Council Member Veach. Motion carried unanimously.

I. Change Order #2: ITB-20-25-PW Intersection Improvements

Approve Change Order #2 in the amount of \$14,363.37 with Ajax Paving Industries of Florida, LLC and authorize the Town Manager to execute the associated documents, and allocate, appropriate, and expend funds from the capital budget.

Council Member Veach moved to approve; second by Council Member Allers.

Motion carried unanimously.

J. Traffic Signal Maintenance Interlocal

Approve Resolution 21-26 for Interlocal for Traffic Signal Maintenance with Lee County for the traffic signal being installed at Old San Carlos Boulevard and Estero Boulevard and authorize the execution of contract documents.

Vice Mayor Hosafros moved to approve Resolution 21-26; second by Council Member Veach.

Motion carried unanimously.

XIII. FINAL PUBLIC COMMENT

No public comment.

XIV. TOWN MANAGER'S ITEMS

Town Manager Hernstadt reported that they were recruiting a full-time finance director. He reviewed the background of Mr. Oiderma's request for a sea wall on the Town's right-of-way. He stated that they could resolve the issue with a public works permit. Mr. Oiderma indicated that he started the paperwork to request a vacation, but his neighbors would not sign the form because it did not affect them. Town Manager Hernstadt noted that the wholesale vacation process was in progress. Mayor Murphy moved to approve a Public Works ROW permit to allow Mr. Oiderma to encroach on the Town's right-of-way; second by Council Member Allers. Motion carried unanimously.

Town Manager Hernstadt described a new LED light fixture. He will information regarding the light to council members.

Council Member Atterholt questioned naming something to honor Dan Hughes. Town Manager Hernstadt will bring back options.

Vice Mayor Hosafros supported modifying the straw ordinance suggested by MRTF. Council Member Atterholt agreed but suggested that the Town Attorney contact the Chamber first so local restaurants are aware of possible changes. Council Member Veach questioned whether another advisory committee could absorb the functions of CRAB (Community Resource Advisory Board) or whether they preferred to resurrect CRAB. He noted the Leadership Conference was overdue. Vice Mayor Hosafros supported dissolving CRAB and transferring responsibilities, including the Leadership Conference, to another committee(s). Council Member Veach requested that the lighting consultants do a photometric study using the lights on Crescent Beach and Old San Carlos. Council Member Allers suggested that they provide the model number of the light to the consultants. Town Manager Hernstadt stated that he forwarded similar information to the consultants.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Hern, Jr. stated that Mr. Jamison and his attorneys were conceding and taking their regulatory claim case to the Second District Court of Appeal. He reported that they were served on a code enforcement appeal filed by a property owner who challenged a decision by the Special Magistrate. He will keep Council updated. He offered to provide a summary of highlights from the recent legislative session.

XVI. COUNCIL MEMBERS ITEMS AND REPORTS

Vice Mayor Hosafros questioned whether a law clerk could check for conflicts in ordinances before they were presented to Council. Council Members and the Town Attorney agreed.

Council Member Allers questioned whether there was support to discuss allowing the Outreach Center to set up at the base of the bridge. Town Attorney Herin, Jr. stated that they could add the item to the upcoming M&P Session. Council Member Allers clarified that the Outreach Center services would be located at the Baptist Beach Church and the trailer at the base of the bridge would deal with pedestrian traffic. Vice Mayor Hosafros suggested locating them at the 7-11 location. Town Manager Hernstadt indicated that the Sheriff preferred to set up at the Ocean Jewel property, but they did not have the deed to the property yet. However, he noted that he could start the process to move forward. Consensus was reached to allow the Town Manager to execute.

Council Member Allers read a letter he sent to the Town Manager and Town Attorney. He supported finding a new Town Manager. Council Member Allers moved to discuss the letter he sent to the Town Manager and the Town Attorney about finding a replacement for the Town Manager position. Council Member Atterholt agreed to discuss. No vote.

Vice Mayor Hosafros was not in favor of replacing the Town Manager. Council Member Veach agreed and noted a few people complained about everything. He supported the Town Manager. Mayor Murphy agreed and stated the town was now on a firm financial footing due to him.

He noted that the Town Manager followed the direction of the Town Council. He felt it was more of a personality issue and the Town Manager had his full confidence. Council Member Atterholt was disappointed with the evaluation process and felt the Town Manager should have come forward to the Council to schedule his own evaluation. He discussed the Town's future and felt they needed someone with a new or improved skill set. He hoped for a softer and more collaborative approach. Council Member Allers explained why he wrote the letter. Mayor Murphy questioned whether they approved of allowing Robert Howell full membership on MRTF despite the resident rule. Town Manager Hernstadt noted they could waive the requirement. Council Member Atterholt questioned whether a resident was interested in the position. MRTF Chair Johnson stated that he was unaware of pending applications. Consensus was reached to give Mr. Howell full membership with voting rights.

Town Manager Hernstadt reported that the lighting consultants agreed to a photometric study of the light at Old San Carlos and Estero that Council Member Veach brought up.

XVII. ADJOURNMENT

Vice Mayor Hosafros moved to adjourn; second by Council Member Veach. Motion carried unanimously.

The meeting was adjourned at 1:24 p.m.



Fort Myers Beach Management & Planning Session

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

Minutes

Wednesday, June 9, 2021

9:00 AM

ORDER OF BUSINESS

I. CALL TO ORDER

Members present: Mayor Murphy, Vice Mayor Hosafros, Council Member Allers, Council Member Atterholt and Council Member Veach.

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. Periodic updates provided by Lee County officials

Estero Boulevard Rehabilitation Project Update

Rob Phelan from Lee County Department of Transportation reported that construction was continuing south through segments 5 and 6. He noted asphalt would be removed beachside from Albatross south to Santini Plaza and paving would occur in July on the bayside. The majority of sidewalks would be complete around July. He expected that the project would be mostly complete by the end of the year.

Darin Brown, Christ-Tell Construction Manager, stated that they were able to maintain the flow of materials and were not directly impacted by shortages. He explained the difference between underground work on the beachside and the bayside. He described the paving schedule through December and explained why certain sections of the sidewalks were not complete. He explained the reason for mailbox placement south of Publix.

Vice Mayor Hosafros questioned the new camera at Crescent Beach and Times Square. Mr. Phelan was not aware of the camera but will follow up. Vice Mayor Hosafros questioned whether a link for the public was available for the Lee County camera system. Mr. Phelan replied negatively. Mayor Murphy questioned whether the gas lines would interfere with new sidewalks. Mr. Phelan replied that they tried to coordinate with TECO earlier, but TECO

determined there were not enough customers to justify running lines. He noted TECO would have to work around utility lines and go through the permitting process.

B. Discussion of the CEMP for the 2021-2022 Hurricane Season

Discussion of the Town's hurricane preparedness policies for the 2021-2022 hurricane season.

Town Manager Hernstadt stated that the Town has been reimbursed for the damage from Irma and he felt confident that they were ready to respond to hurricanes. However, he commented that people should not become complacent and encouraged residents to prepare for the season. He explained the reentry pass process. Vice Mayor Hosafros stated that the Town website contained several ways to sign up for alerts. She suggested that residents visit the Town's website for more information. Council Member Allers questioned whether there was a program to assist elderly residents with filling sandbags. Town Manager Hernstadt replied that a part-time person would be hired to help those physically unable to prepare for severe weather events. He named the people who would stay at the Lee County Emergency Center during any declared emergencies.

C. Lighting Study Update

Update from Town Lighting Engineers

Suzanne Lansford, Engineer of Record, Town Lighting Engineers gave an update of the Lighting Study. Slides included: Estero Boulevard Lighting Project Update; Activities to Date; Stakeholder Feedback; Scope; Light Levels; Light Color and What's Next. Council Member Veach questioned whether a particular light bulb was approved. Ms. Lansford replied negatively but noted they were talking to FWC (Fish & Wildlife Conservation) and FP&L.

Council Member Allers displayed a short video regarding light sources. Town Lighting Engineers will be presenting recommendations to Town Council in August.

D. Community Policing / LCSO Outreach Center

A discussion of Community Policing and Lee County Sheriff Office Outreach Center, as requested by Town Council.

Vice Mayor Hosafros stated that she had reservations regarding community policing because she did not think it was the right way to fund things. She felt the county should provide the Sheriff with enough resources to service all Lee County without additional help from the communities. She questioned the funding levels from the county. Captain Lalor explained that it was an enhanced program. Vice Mayor Hosafros responded that they should be performing those duties all the time. Council Member Allers stated the core services would not change. Vice Mayor Hosafros commented that the core program was inadequate. She felt the Sheriff was not being provided adequate resources to address the concerns of Fort Myers Beach.

Council Member Veach agreed that it was a back-door funding mechanism that created inequality and masked a lack of funding from the county. He suggested the county provide more funding to the Sheriff for the entire county. Council Member Atterholt stated that the Sheriff's Department was stretched with limited resources. He supported a pilot program for community policing. Council Member Allers disagreed that Bonita Springs created a bad precedent with their community policing program. He noted it was so successful they were spending more money on the program. Vice Mayor Hosafros replied that spending more money on the program shifted the burden to smaller areas of Lee County that did not have a funding source to maintain their core services. Council Member Veach noted community policing was cheaper than having their own police force. Council Member Allers questioned whether they were willing to pay for an enhanced police presence. He felt they needed more than two officers because it was their job to protect the citizens.

Mayor Murphy commented that it was the Sheriff's job to get adequate funding from the county and he agreed that they had to have the funding. Council Member Veach looked forward to hearing from constituents. Mayor Murphy described the police presence on Hickory Island. Council Member Veach discussed upgrading their cameras on the beach.

Captain Lalor stated there were more than two deputies on the beach and they were dedicated to putting resources on the beach. He felt the enhanced service was another step to provide results for the community.

Vice Mayor Hosafros questioned whether the Town would open itself up to liability issues by entering into a contract. Town Attorney Herin, Jr. replied negatively and explained that they would add an indemnity clause in the contract.

Mayor Murphy questioned whether the beach was safe. Captain Lalor replied that the beach was absolutely safe.

E. Permit Requirements

A discussion of permit requirements as requested by Town Council.

Council Member Atterholt explained that people needed to be educated concerning the permit process. He questioned whether they could be more specific with certain items and add them to the website. He questioned Building Official Jack McStravic regarding whether specific items required a permit.

Community Development Administrator Daphnie Saunders encouraged everyone to contact Town Hall with permit questions. Discussion was held regarding the steps homebuyers could take to ensure work was done with permits before purchasing a home. Vice Mayor Hosafros explained why licensed contractors were important. Council Member Allers suggested that they add a "Buy a Home" tab to the website. Administrator Saunders agreed it was a good idea.

Administrator Saunders commented on the progress made by the Building Department and indicated they received positive feedback from contractors over the past year.

Council Member Veach brought up confusion regarding buying vacation rental properties. Administrator Saunders indicated that they could add rentalzones to the website.

F. Workforce Housing

A discussion of work force housing as requested by Town Council.

Council Member Veach described the State Housing Initiative Partnership. Town Manager Hernstadt distributed information regarding the program. Vice Mayor Hosafros described the difficulty with trying to build low-income housing in Lehigh Acres. She stated that Lee County did not assist Tom Torgerson with his workforce housing project. She noted that the Town would have to assist builders, not stand in their way. She brought up adding language to the Land Development Code (LDC) and Comp Plan to make it friendlier for workforce housing.

Town Manager Hernstadt added that the LDC consultants were familiar with workforce housing in other communities and could add an additional element to the Comp Plan. Vice Mayor Hosafros noted that the LDC and Comp Plan had to be linked. Council Member Atterholt suggested they add a definition of workforce housing. Council Member Veach described Sanibel's definition.

G. Little Free Library / Toy Exchange

A discussion of Little Free Libraries / Toy Exchange boxes as requested by Town Council

Council Member Veach noted that he wanted to give neighborhoods with beach access an opportunity to participate in the program. Council Member Allers supported the idea and questioned whether it could tie into the former Adopt a Beach program. Council Member Veach replied that a MRTF Member was interested in trying to bring the program back. He noted that other items could be shared besides books or toys. Council Member Allers discussed recycling items such as flip flops, hats, or beach chairs. Council Member Veach described his positive experience with the box at his property. Town Manager Hernstadt suggested that they work with MRTF. Council Member Veach encouraged the community to reach out to them if they were interested in the program.

IV. AGENDA MANAGEMENT**A. Agenda Management**

Discussion was held regarding uses for the American Rescue Plan funds coming from the state.

Vice Mayor Hosafros questioned why air conditioner and pool pump noise dropped off the list. Town Manager Hernstadt will follow up.

Vice Mayor Hosafros questioned the status of adding cameras to Times Square. Town Manager Hernstadt replied that they would look at incorporating cameras in the Times Square redesign.

V. ADJOURNMENT

Council Member Atterholt moved to adjourn the meeting.

Mayor Murphy adjourned the meeting at 11:39 a.m.

Town of Fort Myers Beach
PROCLAMATION

Whereas, the College of Optometrist in Vision Development (COVD), diligently work to educate the public on behalf of the children who struggle unnecessarily with undiagnosed vision disorders; and

Whereas ongoing state budget cuts means demand for federal funding of special education programs continues to be a major issue; and

Whereas studies show that up to 80% of a child's learning in school is through vision. Undiagnosed and untreated vision-related learning problems are significant contributors to early reading difficulties and ultimately to special education classification; and

Whereas 10% of schoolchildren, 5 million in the US alone, have significant enough vision problems to interfere with their learning. Typical vision screenings can miss up to 50% of vision problems, and 20 years of research has shown that vision problems are treatable with optometric vision therapy; and

Whereas research indicates that appropriate diagnosis and intervention can lead to profoundly positive results, and when children with previously undiagnosed vision problems were treated, they were able to improve their reading ability by two grade levels in just six months.

Now, therefore, be it proclaimed by the Town Council of the Town of Fort Myers Beach that August 2021 is hereby designated as

Children's Vision and Learning Month

Given under my hand and the seal of the office of the Mayor this 2nd day of August 2021.

Raymond P. Murphy, Mayor

1. Requested Motion:

Meeting Date: August 2, 2021

Adopt Resolution 21-33:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN COUNCIL TAKEN IN REGULAR SESSION ON JUNE 7, 2021 REGARDING THE REPLACEMENT OF THE TOWN'S AGING AUDIO VIDEO EQUIPMENT USED TO RECORD AND BROADCAST THE TOWN'S PUBLIC MEETINGS IN AN AMOUNT NOT TO EXCEED \$283,550.00; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

To ratify action taken by the Town Council on June 7, 2021 regarding replacement of the existing AV equipment in Town Council Chambers.

What the action accomplishes:

Allows staff to move forward with replacing the existing AV equipment in Town Council Chambers.

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

5. Background:

This item was taken to Town Council at the June 7, 2021 regular meeting for consideration and approval. During that meeting the Town Council directed staff to enter into a piggyback contract with Bonita Video an amount not to exceed \$283,550.00 to replace the aging audio video equipment used for recording and broadcasting Town Council, LPA, Special Magistrate hearings and advisory committee meetings

This Resolution memorializes that direction given to Town staff.

Attachments:

1. 21-33, Ratify AV Chamber Upgrades

Financial Impact:

6. Alternative Action

7. Management Recommendations:

8. Recommended Approval:

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 7/19/2021
Approved - 7/26/2021
Approved - 7/27/2021
Final Approval - 7/28/2021

RESOLUTION NUMBER 21-33

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACTION OF THE TOWN COUNCIL
TAKEN IN REGULAR SESSION ON JUNE 7, 2021.**

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

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

WHEREAS, the Town of Fort Myers Beach has experienced a number of malfunctions with the aging audio video equipment used for recording and broadcasting Town Council, LPA, Special Magistrate hearing and advisory committee meetings, and,

WHEREAS, the Town has the opportunity to upgrade the entire system by using an approved solicitation from Collier County, Florida.

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

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

Section 2. This action, as discussed at the June 7, 2021 regular Town Council meeting will have a not to exceed cost of \$283,550.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this 2nd day of August, 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 Resolution was filed in the Office of the Town Clerk on this _____ day August 2021.

1. Requested Motion:

Meeting Date: August 2, 2021

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF FORT MYERS BEACH FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE. Second reading and final adoption.

Why the action is necessary:

What the action accomplishes:

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Ordinance

4. Submitter of Information:

5. Background:

Attachments:

1. 21-05, Ordinance No. 21-05 re Approving TECO Franchise Agreement(121609772.1)-C-C (002)
2. June 9, 2021 comments from Christopher A. Lopez, Regional Manager, External Affairs- TECO Peoples Gas

Financial Impact:

6. Alternative Action

7. Management Recommendations:

8. Recommended Approval:

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 7/14/2021
Approved - 7/26/2021
Approved - 7/27/2021
Final Approval - 7/28/2021

ORDINANCE NO. 21-05

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF FORT MYERS BEACH FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.

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 purpose, except when expressly prohibited by law; and

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

WHEREAS, there is currently in effect a franchise agreement between the Town and Peoples Gas System, a division of Tampa Electric Company (“Company”), granting the Company, its successors, and assigns a natural gas distribution franchise; and

WHEREAS, Peoples Gas System and the Town desire to enter into a new natural gas distribution franchise agreement for a period of **thirty (30)** years commencing from the date provided herein; and

WHEREAS, the Town Council finds that it is in the public interest of its residents, business owners and visitors to enter into a new natural gas distribution franchise agreement with Peoples Gas System.

NOW THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, THAT:¹

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

Section 2. For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The

¹ Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as ~~strikethrough~~.

words “shall” and “will” are mandatory, and “may” is permissive. Words not otherwise defined shall be construed to have their common and ordinary meaning.

Customer means any person served by the Company within the corporate limits of the Town.

Company means Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and assigns.

Distribution System means any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the Town.

Effective Date means the date this Franchise becomes effective as described in Section 19 below.

Franchise or *Franchise Agreement* means this Ordinance as adopted by the Town and accepted by the Company in accordance with Section 19 below.

FPSC means the Florida Public Service Commission or any successor agency.

Gross Revenues means all revenues (as defined by the Florida Public Service Commission) received by the Company from any customer from the sale of Gas.

Person means any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.

Natural Gas or *Gas* means natural gas and/or manufactured gas and/or a mixture of gases, distributed in pipes and measured by meter on the Customer’s premises. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as “bottled gas”).

Right-of-way means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place, or other right-of-way owned by the Town.

Town means the Town of Fort Myers Beach, Lee County Florida, its successor and assigns.

Section 3. The Town hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the Town, or in such territory as may be hereafter added or annexed to, or consolidated with the Town, a Distribution System subject to the terms and conditions herein contained.

Section 4. Except as provided in Section 16, the Franchise hereby granted shall be for a period of **thirty (30 years)** from the effective date of this Ordinance.

Section 5.

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the Town, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the Town.

B. Notwithstanding the foregoing, the company may, without the consent of the Town, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

Section 6. As a further consideration for this Franchise Agreement, the Town covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the Town, as modified, during the term of this Franchise Agreement.

Section 7. The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the right-of-way, and said right-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the right-of-way, it shall make application for a permit to the appropriate Town authority. The Town shall issue or, if applicable, deny permits within **ten (10) business days** of application by the Town. In consideration of the franchise fees contemplated in this agreement, the Town shall not charge the Company any fees for the issuance of such permits. The Company shall, with due diligence and dispatch, place such right-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the Town, to restore such right-of-way, then the Town may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the Town has passed or might pass in the future, in the exercise of its police power, provided, however, that the Town shall not pass any ordinance or regulation that results in a material change the rights or obligations of the Company under the Franchise Agreement.

Section 8. All such components of the Distribution System of the Company located within the Town shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

Section 9. All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all

applicable codes, rules, regulations and laws, and conditions and specifications contained in Town permits.

Section 10. The Town reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the Town in, across, along, or under any right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future right-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the right-of-way, it shall be deemed necessary by the Town to remove, relocate, or disconnect any portion of the Distribution System of the Company for such public purpose, such removal, relocation, or disconnection shall be made by the Company as ordered in writing by the Town without claim for reimbursement. If the Town shall require the Company to remove, relocate, or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System to enable any other person to use the right-of-way of the Town, as part of its permitting or approval process, the Town shall require the person desiring or occasioning such removal, relocation, disconnection, or alteration to reimburse the Company for any loss, cost, or expense caused by or arising out of such removal, relocation, disconnection, or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of the Town unless it has received specific permission from the Town or its duly authorized representative.

Section 11. Subject to Section 12 below, within thirty(30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors, or assigns, shall apply to the Town or its successors, a sum of money equal to **six percent (6%)** of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the City. The Franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

In the event that Company, or any company which is a subsidiary, affiliate, or other related company to Company, pays a fee, charge or other payment of any kind on a periodic basis (such as monthly, quarterly, annually) to any county or municipality within the State of Florida as a condition, or in consideration for, the right to transact a local utility business in that municipality, grantee shall notify the Town in writing of the details of the fee or periodic charge within 60 days of the effective date of the fee or periodic charge, at which time any Franchise granted in accordance with this Ordinance shall be automatically amended to include the requirement that Company make such periodic payments to Town, unless grantee, within 30 days after such notice, notifies the Town in writing that it will not make the payments, in which case any Franchise granted in accordance with this Ordinance shall be automatically revoked. Any new Franchise granted to Company by Town shall require payment by Company of a similar fee or periodic charge, or a payment substantially equivalent thereto, as a condition of the new Franchise.

SECTION 11: IDENTIFICATION OF CITY RESIDENTS

No less than thirty (30) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the City limits. The City shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation, or consolidation, or upon the Company's request. The Company shall be relieved of any obligation to pay franchise fees to the extent the City has failed to provide information in accordance with this Section 11.

SECTION 12: ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

SECTION 13: INSURANCE

During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies issued by an insurance carrier licensed to do business in the state of Florida or evidence of self-insurance within the corporate limits of the City as they currently exist or may exist in the future. Each such policy shall provide for the minimum sum of \$1,000,000.00 for injury or death to any one person, and for the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one person involved in any one incident or accident, and for the minimum sum of \$1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Agreement. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

Company shall notify the Clerk of the City in writing, promptly upon any material alteration, modification, or cancellation of such policy.

SECTION 14: INDEMNIFICATION:

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the City, its officers, agents and employees from and against claims, suits, actions, and causes of action, caused by the Company's negligent operation of the Distribution System within the City during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained

by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses, and liabilities incurred by the City in connection with any such claim, suit, or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sub lessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company.

SECTION 15: TERMINATION BY CITY

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination of this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service by certified U.S. mail of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then sixty (60) days to present a plan reasonably satisfactory to the City to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 16: CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

SECTION 17: SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid result in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City, or any other governmental or regulatory body of a law, rule, regulation, or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 18: GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law.

Section 4. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

Section 5. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

Section 6. This Ordinance and the Franchise Agreement between the Town and Company, shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the adoption of this Ordinance by the Town Council.

The forgoing Ordinance was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put on a roll call vote, the results 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

Accepted this ____ day of _____, 2021

**PEOPLES GAS SYSTEM, A
DIVISION OF TAMPA ELECTRIC
COMPANY**

By:

Title:

From: [Amy Baker](#)
To: [Amy Baker](#)
Subject: FW: [EXT] FW: TECO Peoples Gas Franchise Renewal First Reading
Date: Tuesday, July 27, 2021 4:42:17 PM
Importance: High

From: Lopez, Christopher A. <CALopez@tecoenergy.com>

Sent: Wednesday, June 9, 2021 4:42 PM

To: Ray Murphy <RayMurphy@fmbgov.com>; Rexann Hosafros <RexannHosafros@fmbgov.com>; Dan Allers <AllersD@fmbgov.com>; Jim Atterholt <AtterholtJ@fmbgov.com>; Bill Veach <VeachB@fmbgov.com>

Cc: Amy Baker <Amy@fmbgov.com>; Roger Hernstadt <roger@fmbgov.com>; Walter Pierce <walter.pierce@fmbgov.com>

Subject: TECO Peoples Gas Franchise Renewal First Reading

Importance: High

Good Afternoon Mayor and Town Council and Staff,

I very much appreciate the positive review of our franchise agreement renewal yesterday in council and appreciate the questions. I wanted to reach out and answer some of those questions so we may have a successful and agreeable final reading on Aug 2nd which I will surely be in attendance at.

This franchise agreement is a renewal of our previous 20 year agreement reviewed and passed by council in February of 2001. It covers the incorporated town of Fort Myers Beach only and operations therein. We request that a similar long term agreement be struck. Ten years only would be an issue with us, however we would be satisfied with a ten year with an auto renew for another ten years. This would allow either party to review the agreement after ten years and request changes if necessary or allow an auto renew to be triggered with no issue. Why such long agreements? When we invest in a service area we are risking our initial investment against the long term pay off of that investment through customer accounts with small amounts over a long period of time.

Town Manager Hernstadt was correct in saying that a Franchise alone does not initiate new gas infrastructure coming to the town. That is completely incumbent on customer demand for service in unserved areas for commercial, residential and industrial uses. I will say that demand for our service is very high on Estero island. I would be happy to meet with any council member or staff that would like to see the extent of our current service and future expansion plans.

The franchise fee is a consistent dependable monthly amount established by existing PGS customers and their gas usage in the town. This fee does increase or decrease with considerable shifts in customer usage.

We use directional boring drilling to expand our service lines for the majority of our installations. When the situation arises we will dig to expand larger service lines or replace inadequate infrastructure. In the event of a line breach generally by digging, additional digging is usually needed to fix that line.

I hope this was helpful and I look forward to meeting with you all in the coming weeks to discuss this further.

Christopher A Lopez

Regional Manager, External Affairs

Southwest Florida

TECO Peoples Gas

5901 Enterprise Pkwy.

Ft. Myers, FL 33905

C: 239-292-0159 | F: 239-690-5539

Email: CALopez@tecoenergy.com

www.tecoenergy.com



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1. Requested Motion:

Meeting Date: August 2, 2021

Adopt Resolution 21-35 for an Interlocal agreement with the School Board of Lee County for the use of Bay Oaks Recreational Campus facilities for a collaborative shared use agreement for the students of Fort Myers Beach Elementary School throughout the school year.

Why the action is necessary:

As a condition to the property transfer for Bay Oaks, The parties agreed to provide a Shared-Use Agreement as dictated in the previously adopted Interlocal between the Lee County School Board and the Town for the use of Bay Oaks Recreational Campus once it is redeveloped.

What the action accomplishes:

Provides an agreement with the Lee County School District for the use of Town's formal Bay Oaks facilities.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

This proposed agreement provides for the method for providing the Town's facilities for a shared-use agreement for Fort Myers Beach Elementary to use throughout the school year.

This item is part of the previous Interlocal Agreement that was approved by both Town Council and the Lee County School Board for the Redevelopment of Bay Oaks. This Agreement is the final step by the Council to approve the property exchange and utilization of Town Properties once Bay Oaks is redeveloped. The Lee County School Board reviewed and approved this item on July 27, 2021. Upon both boards approving, staff will finalize required documents.

Attachments:

1. 21-35 Shared Use Interlocal LCSB
2. 2021 - ILA Shared Use - Town of Fort Myers Beach Bay Oaks - Not Executed...

Financial Impact:

6. Alternative Action

Do not approve.

7. Management Recommendations:

Adopt the Resolution and the Interlocal Agreement.

8. Recommended Approval:

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

Created/Initiated - 7/27/2021
Approved - 7/27/2021
Approved - 7/27/2021
Approved - 7/27/2021

RESOLUTION NUMBER 21-35

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF LEE COUNTY AND THE TOWN OF FORT MYERS BEACH REGARDING THE SHARED USE OF REAL PROPERTIES RELATED TO THE REDEVELOPMENT OF BAY OAKS RECREATIONAL FACILITY; AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT BY THE TOWN MANAGER AND AUTHORIZING ALL APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the School Board and the Town both serve the people of the Town of Fort Myers Beach; and

WHEREAS, both the School Board and the Town are duly empowered pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the School Board is the owner of certain real property upon which is located the Fort Myers Beach Elementary School (“School Board Property”); and

WHEREAS, the Town is the owner of that certain real property commonly known as Bay Oaks Recreational Facility, located adjacent to the School Board Property (“Town Property”); and

WHEREAS, the School Board and the Town have each determined the need for improvement to its existing facilities and/or for additional facilities; and

WHEREAS, in order to maximize the use of their respective properties, the School Board and the Town are entering into this Interlocal Agreement regarding the shared use of certain portions of their properties (“Agreement”).

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

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

Section 2. The Agreement attached hereto as Exhibit “A”, between the School Board and Town, regarding the shared use of School Board Property and Town Property is approved. The Town Manager is authorized to execute the Interlocal on behalf of the Town and all appropriate Town officials are authorized to take all necessary steps to implement the Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this 2nd day of August, 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 SOLELY:

John R. Herin, Jr., Town Attorney

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

**INTERLOCAL AGREEMENT RELATING TO SHARED USE OF PROPERTY AND
FACILITIES BETWEEN THE TOWN OF FORT MYERS BEACH
AND
THE SCHOOL BOARD OF LEE COUNTY**

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2021, by and between the TOWN OF FORT MYERS BEACH ("**Town**"), a Florida Municipal Corporation, acting by and through its Town Council, the governing body thereof, and the SCHOOL BOARD OF LEE COUNTY, FLORIDA ("**School Board**"); collectively or singularly also referred to herein as "**Party**" or the "**Parties**".

WITNESSETH:

WHEREAS, the School Board and the Town Council both serve the residents of the Town of Fort Myers Beach; and

WHEREAS, both the School Board and the Town are duly empowered pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the School Board and the Town each constitute a "public agency" within the meaning of the Florida Interlocal Cooperation Act of 1969 (the "**Interlocal Act**"), and each is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege, or authority that each of them could exercise separately; and

WHEREAS, the School Board and the Town previously entered into that certain Interlocal Agreement Relating to Exchange of Real Property and Improvements, dated effective October 7, 2020, as amended by that certain First Amendment to Interlocal Agreement Relating to Exchange of Real Property and Improvements fully executed on December 21, 2020 (collectively, the "**Exchange Agreement**");

WHEREAS, upon consummation of the Exchange Agreement (the "**Exchange Closing**"), the School Board shall be the owner of that certain real property delineated in the Site Plan (as defined below), as will be more particularly described in the Survey and S&L (both as defined below) ("**School Board Property**"). A copy of the final S&L of the School Board Property are attached hereto as Exhibit "A"; and

WHEREAS, the School Board Property contains Fort Myers Beach Elementary School and certain related parking facilities and other improvements; and

WHEREAS, upon the Exchange Closing, the Town shall be the owner of that certain real property commonly known as Bay Oaks Recreational Facility, located

adjacent to the School Board Property and more particular delineated in the Site Plan (as defined below), as will be more particularly described in the Survey and S&L (both as defined below)(the "**Town Property**"). A copy of the final S&L of the Town Property are attached hereto as Exhibit "B"; and

WHEREAS, the Town Property contains tennis courts, a playground, a baseball field, a multi-sport field, basketball courts and recreation center building; and

WHEREAS, the School Board and the Town have determined that it is in the best interest of the owners, residents, business persons, and visitors of the Town of Fort Myers Beach for the Town and the School Board to share the use of the recreational facilities and other improvements located upon the School Board Property and the Town Property (collectively, the "**Shared Facilities**"); and

WHEREAS, the Exchange Agreement requires the Parties to execute an interlocal agreement at the time of the Exchange Closing which addresses the rights and obligations of the Parties relating to shared use, operation and maintenance of the Shared Facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the School Board and the Town do hereby agree as follows:

SECTION I. PURPOSE AND EFFECTIVE

1.1 Purpose. It is the purpose and intent of this Agreement to set forth the rights and obligations of the School Board and the Town relating to the use, operation and maintenance of the Shared Facilities.

1.2 Recitals. The Recitals set forth above are incorporated into the terms of this Agreements as if set of herein at length.

1.3 Effective Date. The "Effective Date" of this Agreement shall be the date on which the later of the School Board or the Town executes this Agreement and delivers a copy thereof to other Party.

SECTION II: OPERATION AND USE OF THE SHARED FACILITIES

2.1 Shared Use. The Town and the School Board shall share the use of the Shared Facilities located on the Town Property and the School Board Property, respectively, subject to such terms, limitations and conditions set forth in this Section.

2.2 Exclusive and Priority Use. The School Board shall have exclusive use of the playground during regular school hours on days school is in session, as determined by the academic calendar adopted annually by the School Board. The School Board shall be given exclusive use of the other Shared Facilities at such times and on such dates as set forth in a separate use schedule to be mutually agreed upon and adopted by the

School Board and the Town prior to the 1st of July each year (the “**Use Schedule**”). A copy of the initial Use Schedule is attached hereto as Exhibit “C”, which shall be effective as of the Effective Date of this Agreement and remain in effect until an updated schedule is adopted as provided herein. The Parties agree each may install, update, and maintain a reasonable sign in a mutually acceptable location, which acceptance may not be unreasonably, withheld conditioned, or delayed, delineating the Use Schedule, so the Parties’ stakeholders and the general public may be aware of the Use Schedule. The School Board may modify the signage to ensure it complies with all local, state, and federal laws and regulations relating to public school operations.

The School Board agrees to allow the Town to use the parking lot on the School Board Property (“**School Parking Lot**”) on weeks when school is not in session and weekends.

2.3 Clubs and Programming Activities. The Town and the School Board shall work together in good faith to continue the current fee-based afterschool program for the benefit of School Board’s students, which is currently being implemented and operated by the Town at the recreational center building on Monday through Friday of each week during the academic year. Programming shall include time set aside each day for completion of homework, structured playtime, and free play. Clubs and activities may vary from time to time, and may include things such as swim club, community involvement club, soccer, and art. The after school program shall be open to any student enrolled in kindergarten through fifth grade at Fort Myers Beach Elementary School, and there shall be no limit on the number of students that may enroll in the after school program. All students/participants shall adhere to the operational, health and safety guidelines established by the Town Manager/Parks and Recreation Director.

2.4 Hours of Operation; Opening and Closing of Shared Facilities. Each Party shall be responsible for opening and closing the Shared Facilities under their respective control consistent with the posted hours of the Shared Facilities for use by the School Board’s students and Town’s property owners, residents, businesspersons, and other visitors of the Town.

2.5 Final Site Plan. The site plan attached hereto as Exhibit “D” (the “**Site Plan**”) is the final site plan, as mutually approved by the Parties. The Town agrees, at its cost, to have a Florida licensed and insured surveyor prepare (i) a survey of the School Board Property and the Town Property (acknowledging one survey containing both properties will suffice) (“**Survey**”) and (ii) sketches and legal descriptions (collectively, “**S&L**”) for the Town Property and the School Board Property, which sketches and descriptions shall be subject to the School Board’s approval prior to being final, which approval may not be unreasonably withheld, conditioned or delayed.

2.6 Construction Plan and Obligations. Within nine (9) months of the full execution of this Agreement, unless otherwise mutually agreed by the Parties in writing, the Town shall, at Town’s sole cost and expense and to the School Board’s or School Board’s staff’s reasonable satisfaction, which satisfaction may not be unreasonably

withheld, conditioned, or delayed, complete the construction, repair and improvement of the following facilities (collectively, the **"Town Improvement Obligations"**):

- (i) Replacement of existing playground equipment, including the ground surface, located in the Northeast quadrant of the School Board Property, along with installation of a shade covering over the playground equipment;
- (ii) Reconditioning of the two existing play courts in the northern portion of the School Board Property and the installation of shade coverings over those play courts;
- (iii) Alteration of the parking lot in the School Board Property to conform to the new boundary between the School Board Property and the Town Property, where such alteration must ensure the parking lot is safe and secure, to the School Board's reasonable satisfaction, and the parking lot is left in the same or better condition;
- (iv) Installation of additional fencing and/or replacement or repair of existing fencing to ensure all Recreational Facilities (as defined in the Exchange Agreement) and Shared Facilities are securely enclosed during school use of those facilities; and
- (v) Installation and/or extension of a sidewalk within the School Board Property to connect the school building with the Pavilion, Multi-Sport Court, Court to be resurfaced and the School Playground, all as depicted on the Site Plan, which sidewalk must be completed in conformity with the Americans With Disabilities Act ("**ADA**"), including all amendments, guidance, and regulations related to the ADA.

Prior to commencing any construction or development on the Town Property or the School Board Property, Town must ensure the School Board Property has a secure fence in place to ensure the safety of the school and its occupants, and the Town agrees, on behalf of itself, its assigns, agents, employees, vendors, and contractors, not to commit or omit any action that would jeopardize the safety of the school, its occupants or the School Board Property. Once the fence is installed by the Town, School Board shall have the obligation to maintain the fence; provided, however, Town shall be responsible for promptly repairing any damage to the fence caused by the Town, including its assigns, agents, employees, vendors, and contractors.

Further, Town agrees to provide the School Board with a minimum of 14 days' advance written notice prior to undertaking any work that may adversely affect the ability of school students or faculty to access the School Board Property, including, without limitation, improvements to Oak Street, School Street, and the parking lot on the School Board Property (collectively, the **"Access Work"**). Upon completion of the Access Work,

the Town agrees to ensure all points of ingress and egress at the 4-way intersection of Oak Street and School Street have smooth and even grade transitions. Town agrees to perform all construction and development work in a diligent manner, consistent with first-class construction and development practices in Lee County, Florida, consistent with the Town Code of Ordinances (and, if and where applicable, the Lee County Land Development Code and Florida Department of Transportation) standards, and free of liens. The provisions of this paragraph shall survive Closing. In the event the Town fails to timely and satisfactorily complete the Town Improvement Obligations, the School Board may, upon written notice to the Town, undertake to perform the Town Improvement Obligations and bill the Town for all costs incurred by the School Board in the performance of such work, plus 20% in compensation for Town's default on its obligations and to help the School Board recoup some of its overhead costs incurred to perform and complete such obligations. The Town will reimburse the foregoing costs to the School Board within 30 days of the School Board providing an invoice to the Town for such services, and Town agrees to pay 10% interest per annum on all untimely paid invoices, which interest will accrue from the due date until the invoice is paid.

SECTION III: MAINTENANCE, REPAIR AND IMPROVEMENT

3.1 Subsequent to the completion of the Town's Improvement Obligations each Party shall, at their sole cost and expense, maintain the Shared Facilities on their respective properties in a clean and safe condition, in good repair, and in compliance with all applicable laws and governmental regulations applicable to the Shared Facilities. The Parties' obligations as provided herein shall include, but not be limited to: (i) repair or replacement of any equipment, or parts of equipment, which have excessive wear, become structurally unstable, or otherwise become unsafe, (ii) replacement and replenishment of mulch or such other fall surface utilized on the playground, (iii) landscape maintenance and pest/rodent control, (iv) cleaning and resurfacing of sports courts, and (v) cleaning and repainting of equipment and structures. The Parties will ensure the Shared Facilities meet *U.S. Consumer Product Safety Commission's (CPSC) and ADA guidelines* at all times. In the event a Party, or anyone acting under the control or direction of such party, by intentional misconduct or gross negligence, causes or permits damage to occur to the Shared Facilities, then such party shall, within 45 days of receipt of notice of such occurrence, promptly repair such damage, at its sole cost and expense.

3.2 Subsequent to the completion of the Town's Improvement Obligations, the Parties shall inspect the Shared Facilities on their respective properties on a routine basis in order to assess the need for maintenance and repairs in connection with the obligations herein. Each Party shall have the right to inspect all of the Shared Facilities from time to time, as it deems necessary, to confirm the Shared Facilities are being maintained in the condition as required in this Section. In the event either Party becomes aware that any of the Shared Facilities has fallen in disrepair, is unsafe, or any such other condition requiring maintenance or repair, the Party shall promptly notify the other Party of same. In the event either Party fails to timely and satisfactorily complete its obligations in this Section III, the non-defaulting Party may, upon written notice to the defaulting Party,

undertake to perform those obligations and bill the defaulting Party all costs incurred in the performance of such work, plus 20% in compensation for the Party's default on its obligations and to help the non-defaulting Party recoup some of its overhead costs incurred to perform and complete such obligations. The defaulting Party will reimburse the foregoing costs to the non-defaulting Party within 30 days of the non-defaulting Party providing to the defaulting Party an invoice for such services, and the non-defaulting Party agrees to pay 10% interest per annum on all untimely paid invoices, which interest will accrue from the due date until the invoice is paid.

3.3 In consideration of the Town's right to use the School Parking Lot in accordance with Section 2.2 above, Town agrees to reimburse School Board for a proportionate share of the costs to maintain, including resurfacing and restriping, the School Parking Lot, as deemed reasonably necessary by the School Board. Town's proportionate share shall be equal to the annual costs incurred by the School Board to maintain the School Parking Lot multiplied by a fraction the numerator of which is the number of (i) weekend days in that year plus (ii) days in all of the weeks school is not in session in that year and the denominator of which shall be the total number of days in that year. Within sixty (60) days of receiving an invoice from School Board with supporting documentation and evidence the work was competitively procured, Town shall reimburse School Board for Town's proportionate share. Town shall reimburse School Board annually while this Agreement is in effect.

SECTION IV: DEFAULT

If either Party fails to materially fulfill its obligations under this Agreement that Party will be considered to be in default. The other Party to the Agreement shall provide written notice of the default and an opportunity to cure the default within 30 days of receipt of said notice. If the defaulting Party fails to cure the default within said time period, the other Party may terminate this Agreement for cause or breach by providing written notice of termination. Failure of either Party to exercise its rights in the event of any breach shall not constitute a waiver of such rights. Neither the Town nor the School Board is deemed to have waived any failure to perform by the other Party unless such waiver is in writing and signed by the waiving Party. Upon termination of this Agreement in accordance with this paragraph, the non-defaulting Party may exercise its reversionary interest as set forth in the Exchange Agreement.

SECTION V: NOTICE:

All notices or demands permitted or required under this Agreement are deemed to have been given or made when delivered in person and signed for or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

Town: Town of Fort Myers Beach, a Florida municipal corporation
Attn: Town Manager
2525 Estero Boulevard

Fort Myers Beach, Florida 33931

School Board: Lee County School Board
Kathy Dupuy-Bruno, Esq.
2855 Colonial Blvd.
Fort Myers, Florida 33966

The address to which any notice or demand may be given to either Party may be changed by written notice.

SECTION V: LIABILITY AND INDEMNIFICATION

5.1 Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the Town shall defend, hold harmless and indemnify the School Board from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the Town, its agents, invitees, licensees, employees, or contractors in connection with the exercise of the Town's rights or fulfillment of the Town's obligations under this Agreement. The provisions of this paragraph are not intended to abrogate the sovereign immunity of the Town beyond that set forth in Section 768.28, Florida Statutes.

5.2 Subject to the limitations as set forth in Florida Statutes, §768.28 and §252.51, the School Board shall defend, hold harmless and indemnify the Town from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the School Board, its agents, invitees, licensees, employees, and contractors in connection with the exercise of the School Board's rights or fulfillment of the School Board's obligations under this Agreement. The provisions of this paragraph are not intended to abrogate the sovereign immunity of the School Board beyond that set forth in Section 768.28, Florida Statutes.

5.3 The Parties shall, respectively, maintain or cause to be maintained in full force and effect commercial general liability insurance on their respective parcels with a combined single limit of liability of (i) not less than One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury to or personal injury or death to any one person and consequential damages arising therefrom, (ii) not less than Two Million and 00/100 Dollars (\$2,000,000.00) for bodily injury to or personal injury or death of more than one person and consequential damages arising therefrom, and (iii) not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage arising out of any one occurrence, and the other Party shall be an additional insured under such policy. Each Party shall further maintain adequate worker's compensation insurance at all times in the minimum statutory limits required by the State of Florida. Such insurance shall be procured from a good and solvent insurance company or companies licensed to do

business in the State of Florida. Upon reasonable request, each Party shall provide the other with a copy of the policy of such insurance coverage. All insurance policies required to be carried by either Party covering their respective parcel shall, to the extent permitted by law, expressly waive any right on the part of the insurer against the other Party. The Parties agree that their policies will include such waiver clause or endorsement.

SECTION VI: MISCELLANEOUS:

The Parties represent and warrant that they have full authority to enter into and sign this Agreement. This Agreement contains the entire agreement between the Town and School Board, any verbal understanding, statements or prior writings or agreements to the contrary notwithstanding. The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other. The prevailing Party in any action or proceeding in court to enforce any term of this Agreement shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing Party. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement. All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or at equity brought in a court of competent jurisdiction located in Lee County, Florida; furthermore, **the Parties irrevocably waive their right to trial by jury in any legal proceeding arising under this Agreement.** This Agreement constitutes the entire understanding between the Parties with regard to the subject matter hereof. No modification or amendment of this Agreement shall be valid and binding on the School Board or the Town unless it is in writing and executed by or on behalf of the School Board and the Town. The terms and conditions of this Agreement shall extend to and bind any successor entity of the Parties hereto.

The Parties agree that this Agreement, including all of its terms, covenants, conditions, and restrictions, shall continue in force and effect for a term of fifteen (15) years and shall automatically renew for successive periods of fifteen (15) years, until the earlier to occur of (i) the parties mutually agree to terminate this Agreement pursuant to a signed termination or (ii) a Party provides notice to the other at least three years prior to the renewal date that such Party intends to use its respective property for a purpose inconsistent with this Agreement. Upon termination of this Agreement in accordance with this paragraph, either Party may exercise its reversionary interest as set forth in the Exchange Agreement.

SECTION VII: DISPUTE RESOLUTION

As a condition precedent to a Party bringing any suit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both

Parties. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law. In the event of any dispute hereunder, the prevailing Party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all attorneys' fees and costs in connection therewith.

SECTION VIII: ASSIGNMENT

No assignment, delegation, transfer, or novation of this Interlocal Agreement or part thereof, shall be made by either Party unless approved by both the School Board and the Town.

SECTION IX: EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

<Remainder of page intentionally left blank. Signatures appear on following pages.>

IN WITNESS WHEREOF, the Town and the School Board have executed this Agreement on the day, month and year first written above.

The School Board of Lee County, Florida

Town of Fort Myers Beach, a Florida
Municipal Corporation

By: _____

By: _____

Its: _____

Its: _____

RATIFIED AND APPROVED:

ATTESTED:

By: _____

By: _____

Its: _____

Its: _____

APPROVED AS TO FORM

APPROVED AS TO FORM:

By: _____

By: _____

School Board Attorney

Town Attorney

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2021, by _____, as _____ of The School Board of Lee County, Florida, who produced the following as identification _____ or is personally known to me and who did/did not take an oath.

[Signature of Notary]

[Typed or Printed Name]

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____

2021, by _____, as _____ of The Town of Fort Myers Beach,
a Florida municipal corporation, who produced the following as identification
_____ or is personally known to me and who
did/did not take an oath.

[Signature of Notary]

[Typed or Printed Name]

EXHIBIT A

(Legal Description of School Board Property)



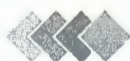
Engineers ♦ Environmental Scientists ♦ Surveyors

Description of a Parcel of Land
Lying in
Section 19, Township 46 South, Range 24 East
Town of Fort Myers Beach, Lee County, Florida
(Lee County District School Board Site)

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 Blocks J and I and a portion of an Unnamed Street, as shown on the plat of Winkler Subdivision, 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°45'12"W along the easterly line of Lots 1 through 4 of said Block J for 100.00 feet to the northwesterly most corner of Lot 44 of said Block J and to the Point of Beginning; thence N49°28'17"W along the southwesterly line of a parcel of land described in Official Record Book 2599 at page 781 within said Block J, for 155.13 feet to the northwest corner of said parcel also being the easterly line of an unnamed street as shown on said plat; thence S25°45'12"W along the westerly line of said Block J, also being the easterly line of said unnamed street as shown on said plat of Winkler Subdivision, for 89.56 feet to the northwest corner of Lot 7 of said Block J; thence S59°26'36"W, extending across said unnamed street and across a portion of said Block I for 231.98 feet; thence S11°26'52"W across said Block I, for 152.53 feet to an intersection with a curve concave to the north having a radius of 25.00 feet and to which point a radial line bears S65°30'22"W, also being the northerly line of an unnamed street as shown on said plat; thence continue S25°45'12"W, departing said block line and extending across said unnamed street, for 114.87 feet to a point on a tangent curve to the right having a radius of 25.00 feet and also lying on the southerly line of Block D as shown on said plat; thence continue southwesterly along said curve and along the southerly portion of said Block D, through a central angle of 85°43'00" (chord bearing S68°36'42"W) for an arc distance of 37.40 feet to a point of cusp lying on the northerly line of Oak Street (50 feet wide) as shown on said plat; thence S68°31'48"E along the northerly line of said Oak Street and the southerly line of said Block J for 392.27 feet to the beginning of a tangent curve to the left having a radius of 25.00 feet; thence continue easterly along said curve and along the southerly line of said Block J through a central angle of 85°43'00" (chord bearing N68°36'42"E) for an arc distance of 37.40 feet to a point of tangency on the westerly line of Bay Road (50 feet wide) as shown on said plat; thence N25°45'12"E along the easterly line of said Block J and the westerly line of said Bay Road for 321.38 feet to the southwesterly most corner of a parcel of land described in Official Record Book 2599 at page 784, said point lying 5.00 feet southwesterly from the northeast corner of Lot 38 of said Block J; thence N10°14'48"W, departing said westerly line of Bay Street, along the

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westerly line of said parcel for 50.00 feet to the beginning of a tangent curve to the left having a radius of 65.00 feet; thence continue northwesterly along said westerly line and along said curve through a central angle of $46^{\circ}44'28''$ (chord bearing $N33^{\circ}37'02''W$) for an arc distance of 53.03 feet; thence $N14^{\circ}45'12''E$ along the westerly line of said parcel for 66.02 feet; thence $N26^{\circ}28'11''W$ along the westerly line of said parcel for 30.15 feet to the northwest corner of said parcel as described in Official Record Book 2599 at page 784; thence $N57^{\circ}07'18''W$ along the southwesterly line of said parcel as described in Official Record Book 2599 at page 781 for 40.31 feet to the Point of Beginning.

Containing 187,796 square feet (4.31 acres), more or less.

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

Bearings are state plane grid for the Florida West Zone (North American datum of 1983/1990 adjustment) with the westerly line of Bay Road (the easterly line of said Block J) as bearing $N25^{\circ}45'12''E$.

CES, Inc. (LB8267)



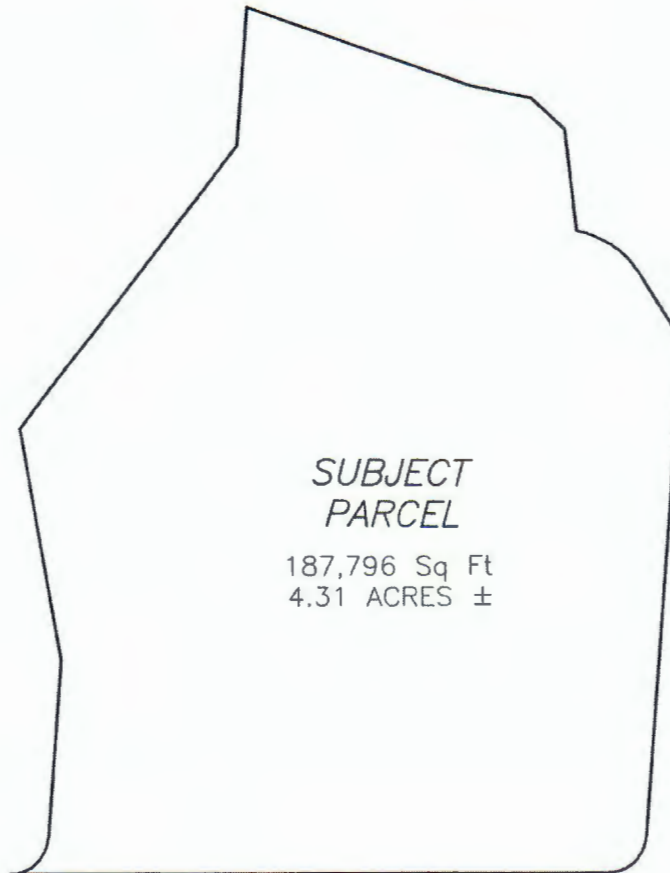
Scott C. Whitaker, P.S.M. 4324
Professional Surveyor and Mapper
State of Florida



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.



NOTES:

DESCRIPTION AND SKETCH ARE BASED ON THE RIGHT-OF-WAY CONTROL SURVEY MAPS OF ESTERO BOULEVARD DATED APRIL 16, 2010, RECORD DEEDS, THE RECORD PLAT OF WINKLER SUBDIVISION AND FIELD LOCATED MONUMENTATION.

BEARINGS ARE STATE PLANE GRID FOR THE FLORIDA WEST ZONE (NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT) BASED ON GLOBAL POSITIONING SYSTEM (GPS) TIES TO THE FLORIDA HIGH PRECISION GEODETIC NETWORK HOLDING NATIONAL GEODETIC SURVEY CONTROL MONUMENT "BOOB-2".

DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

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

THE PROPERTY IS SUBJECT TO ANY CLAIM THAT ANY PART OF SAID LAND IS OWNED BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY, RIPARIAN RIGHTS AND THE TITLE TO FILLED-IN LANDS, IF ANY.

D.B.= DEED BOOK
O.R.= OFFICIAL RECORD BOOK
P.B.= PLAT BOOK
P.C.= POINT OF CURVE
PG. = PAGE
P.T.= POINT OF TANGENCY
RP = RADIUS POINT
R/W = RIGHT-OF-WAY
SPC = STATE PLANE CO-ORDINATE

SKETCH OF DESCRIPTION
*** THIS IS NOT A SURVEY ***
CES, INC.

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

LEE COUNTY DISTRICT SCHOOL BOARD SITE

Engineers • Environmental Scientists • Surveyors 13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919 PH (239) 481-1331					
2010596.002SK_SCHOOL DISTRICT BOUNDARY.dwg FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS E832664 & LB8267					
DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
4-29-21	596.002	SCW	1" = 120'	3 OF 4	19-46-24

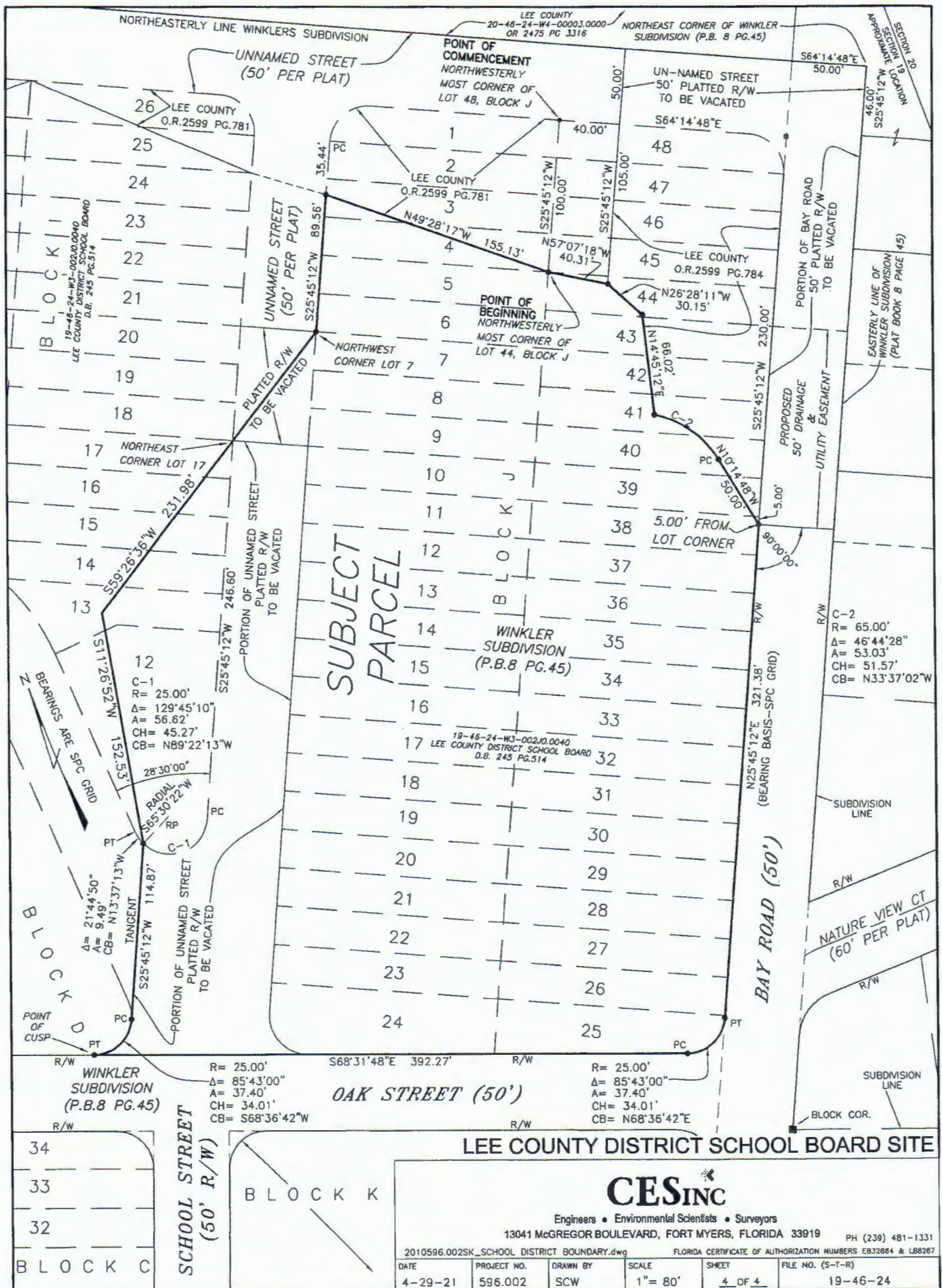


EXHIBIT B

(Legal Description of Town Property)



Engineers • Environmental Scientists • Surveyors

Description of Parcels of Land
Lying in
Section 19, Township 46 South, Range 24 East
Town of Fort Myers Beach, Lee County, Florida
(Conveyance Parcels to Town of Fort Myers Beach)

North Parcel:

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 Block I and a portion of an unnamed street as shown on the plat of Winkler Subdivision, as recorded in Plat Book 8 at Page 45, Public Records of Lee County, Florida, Public Records of Lee County, Florida and further described as follows:

Commencing at the northwesterly most corner of Lot 48, Block J of said Winkler Subdivision; thence N64°14'48"W along the northeasterly line of Lot 1, Block J, across an unnamed street and along the northeasterly line of Lot 26, Block I of said subdivision for 350.00 feet to the northeasterly corner of Lot 1, Block I of said subdivision and the Point of Beginning; thence S45°48'43"E along the southwesterly line of said parcel of land described in Official Record Book 2599 at page 781 within said Block I, for 158.11 feet to the southeasterly corner of Lot 25 of said Block I, also being the westerly line of an unnamed street (50' wide) as shown on said plat; thence S25°45'12"W along the easterly line of said Block I, also being the westerly line of said unnamed street as shown on said plat of Winkler Subdivision, for 100.00 feet to the southeast corner of Lot 21 of said Block I; thence S64°14'48"E along the southeasterly extension of the south line of said Lot 21, across said unnamed street, for 50.00 feet to the northwest corner of Lot 7 of Block J of said subdivision; thence S59°26'36"W, extending across said unnamed street and across a portion of said Block I for 231.98 feet; thence S11°26'52"W across said Block I, for 152.53 feet to an intersection with a curve concave to the north having a radius of 25.00 feet and to which point a radial line bears S65°30'22"W, also being the northerly line of an unnamed street as shown on said plat; thence continue northwesterly along said curve to the right and along the southerly line of said Block I through a central angle of 21°44'50" (chord bearing N13°37'13"W) for an arc distance of 9.49 feet to a point of tangency; thence N02°44'48"W, along the westerly line of Block I, also being the easterly line of an unnamed street (50' wide) as shown on said plat, for 127.34 feet to the beginning of a tangent curve to the left having a radius of 150.00 feet; thence continue northwesterly along said curve and along the westerly line of said Block I through a central angle of 65°47'00" (chord bearing N35°38'18"W) for an arc distance of 172.22 feet to a point of tangency; thence N68°31'48"W along the westerly line of said Block I and the easterly line of said unnamed street for 22.44 to the beginning of a tangent curve to the right having a radius of 25.00 feet; thence continue northwesterly along the westerly line of said Block I and said unnamed street through a central angle of 94°17'00" (chord bearing N21°23'18"W) for an arc distance of 41.14 feet to a point of tangency; thence N25°45'12"E along the northwesterly line of said Block I and the easterly line of said unnamed street for 95.36 feet to the southwesterly most corner of Lot 7,

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Block I of said subdivision, being the southwesterly most corner of said parcel as described in Official Record Book 2599 at page 781; thence N37°42'07"E along the southwesterly line of said parcel for 102.22 feet; thence N57°33'01"E along the southwesterly line of said parcel for 29.41 feet; thence S88°03'05"E along the southerly line of said parcel for 123.88 feet to the Point of Beginning.

Containing 86,512 square feet (1.99 acres), more or less.

And also:

South Parcel:

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 all of Lots 10 through 24, Block D, Winkler Subdivision, as recorded in Plat Book 8 at Page 45, Public Records of Lee County, Florida, and further described as follows:

Beginning at the southwest corner of Lot 24, Block D of said Winkler Subdivision; thence N21°28'12"E along the northwesterly line of Lot 24 and Lot 10 of said Block D for 300.00 feet to the northwest corner of said Lot 10; also being the southerly line of said unnamed street (50' wide) as shown on said plat; thence S68°31'48"E along the northeasterly line of said Block D, also being the southwesterly line of said unnamed street as shown on said plat of Winkler Subdivision, for 75.00 feet to the beginning of a tangent curve to the right having a radius of 100.00 feet; thence continue southeasterly along said curve and said unnamed street and along the northeasterly line of said Block D through a central angle of 65°47'00" (chord bearing S35°38'18"E) for an arc distance of 114.81 feet to a point of tangency; thence S02°44'48"E, along the easterly line of said Block D, also being the westerly line of said unnamed street as shown on said plat for 225.62 feet to the beginning of a tangent curve to the right having a radius of 25.00 feet; thence continue southwesterly along said curve and along the westerly line of said unnamed street through a central angle of 114°13'00" (chord bearing S54°21'42"W) for an arc distance of 49.84 feet to a point of tangency on the northerly right of way line of Oak Street (50' wide) as shown on said plat; thence N68°31'48"W along the southwesterly line of said Block D, and along the northerly line of said Oak Street for 235.95 feet to the Point of Beginning.

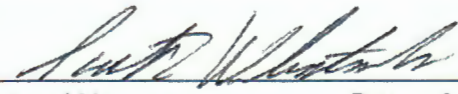
Containing 61,071 square feet (1.40 acres), more or less.

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

Bearings are state plane grid for the Florida West Zone (North American datum of 1983/1990 adjustment) with the westerly line of Bay Road (the easterly line of said Block J) as bearing N25°45'12"E.

CES, Inc. (LB8267)

Date: 5-11-2021



Scott C. Whitaker, P.S.M. 4324 / Professional Surveyor and Mapper

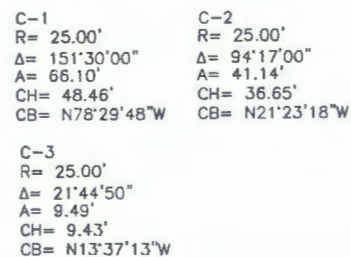
Page 2 of 4

2010596.002DESC_CONVEYANCE PARCELS TO TOWN OF FORT MYERS BEACH.docx

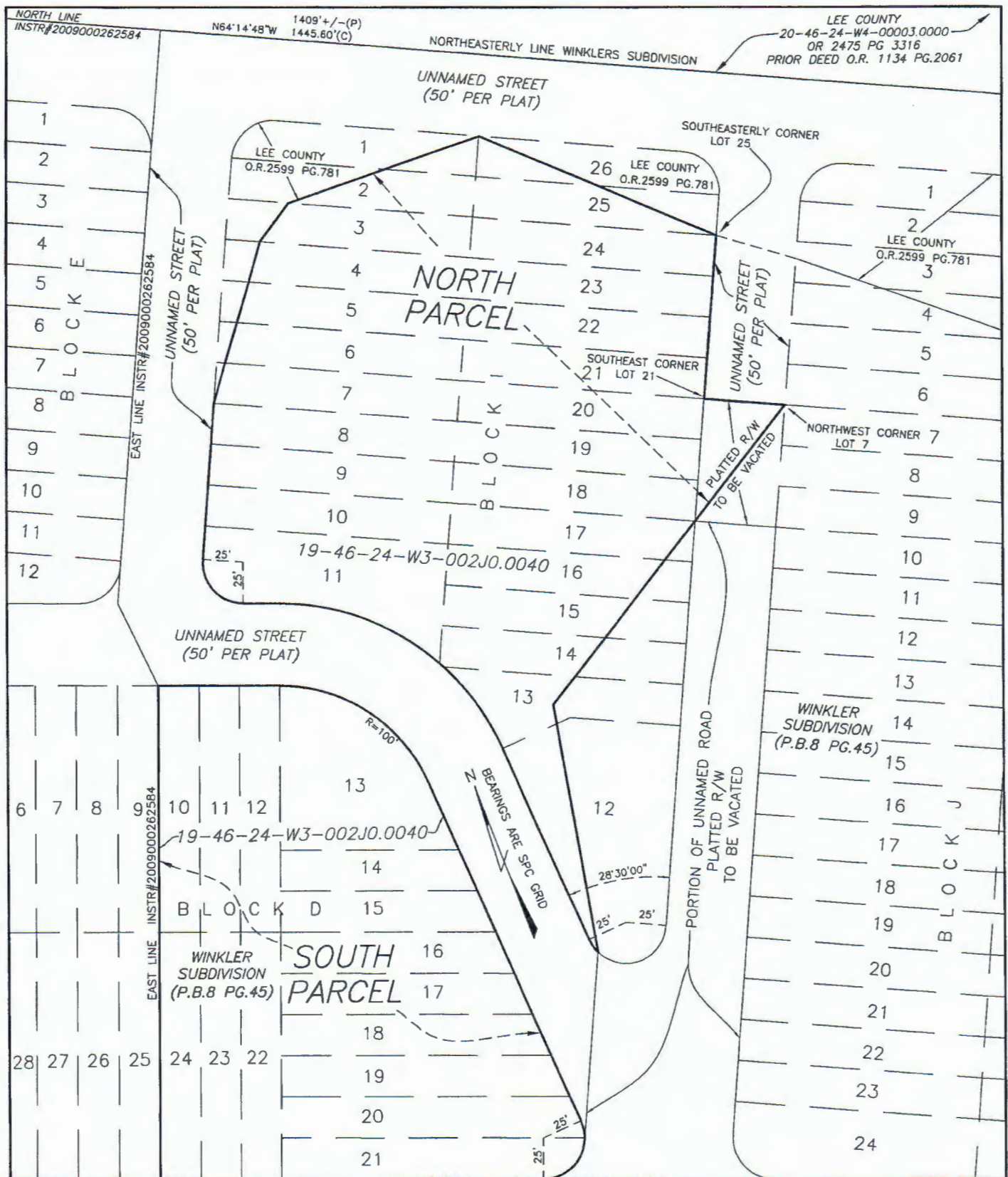


Sensible Solutions.

BEARINGS ARE SPC GRID



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



OAK STREET (50')										CONVEYANCE PARCELS TO TOWN OF FORT MYERS BEACH									
Block C 43 42 41 40 39 38 37 36 35 19-46-24-W3-0020C.0010 BAY OAKS RECREATION CENTER AQUATIC FACILITY TOWN OF FORT MYERS BEACH										CESinc Engineers • Environmental Scientists • Surveyors 13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919 PH (239) 481-1331 2010396.0025K_SCHOOL DISTRICT CONVEYANCE PARCELS TO TOWN_BOUNDARY.dwg FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB8267									
DATE		PROJECT NO.		DRAWN BY		SCALE		SHEET		FILE NO. (S-T-R)									
5-11-21		596.002		SCW		1" = 80'		4 OF 4		19-46-24									

EXHIBIT C

(Shared Use Schedule)

Facility: Gym

Reserve for Ft. Myers Beach Elementary students for basketball and other indoor activities during the following dates/times:

August, September, October, November, and December	Every Wednesday from 8 am to 2 pm
May, June	Every Wednesday from 8 am to 2 pm

Facility: Soccer Field

Reserve for Ft. Myers Beach Elementary students for soccer and other activities on the field during the following dates/times:

January and February	Every Wednesday from 8 am to 2 pm
1st Friday in December (Field Day)	8 am to 2 pm
Last Full Day of each School Year - date TBD (End of Year "Family Day")	7 am to 2 pm

Facility: Softball Field

Reserve for Ft. Myers Beach Elementary students for softball and other activities on the field during the following dates/times:

March	Every Wednesday from 8 am to 2 pm
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Facility: Tennis Courts

Reserve for Ft. Myers Beach Elementary students for tennis and other activities on the courts during the following dates/times:

April	Every Wednesday from 8 am to 2 pm
-------	-----------------------------------

1. Requested Motion:

Meeting Date: August 2, 2021

Authorize the Town Manager to appropriate, allocate funds and execute grant documents for the following three grants: Clean Vessel Act Grant, Tourist Development Council Grant and the West Coast Inland Navigation District Grant for the 2021-2022 Fiscal Year.

Why the action is necessary:

This action allows the Town Manager to complete required documentation in order to execute grant contracts, funding and designations for director's to oversee grants.

What the action accomplishes:

Authorizes the Town Manager to appropriate, allocate funds and execute grant documents.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director, Alison Giesen, Director
of Cultural, Parks & Recreation

5. Background:

The Clean Vessel Act 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 . The funding will aid in maintenance and repairs of the pumpout vessel and for pumpout services in the mooring field.

--

TDC: Total Request for FY 21/22 \$7,728,255 (\$6,430,000 nourishment)

Beach and Shoreline Maintenance – (Approximately \$623,500 request)

Mound House, Estero Bay (Approximately \$156,750 request)

Newton Beach Park, Gulf of Mexico (Approximately \$82,625 request)

Trailer (approximately \$100,000; \$60,000 for procurement of trailer, \$40,000 for permits, site work etc.)

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The West Coast Inland Navigational District (WCIND) total grant request is \$50,000; \$15,000 Town Match and \$35,000 Grant Request.

This grant cycle will coincide with the Town's Fiscal Year in which funds being requested will be available effective October 1, 2021. The funding will be used to cover water patrol costs for the Town.

Attachments:

1. MV416-Agreement Drafts - Town of Fort Myers

Financial Impact:

This will aid in reducing the total cost to the Town for various projects and tasks.

6. Alternative Action

Do not authorize.

7. Management Recommendations:

Approve authorization.

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 - 7/27/2021
Approved - 7/27/2021
Approved - 7/28/2021
Approved - 7/28/2021
Final Approval - 7/28/2021

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) "Clean Vessel Act Grant; CVA21-018, Town of Fort Myers Beach	Agreement Number MV416
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2. Parties	State of Florida Department of Environmental Protection 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
Grantee Name:	Town of Fort Myers Beach	Entity Type: Public - City
Grantee Address:	2525 Estero Boulevard, Fort Myers Beach, Florida 33931	FEID: 650632342
		(Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: September 30, 2022
---	---

4. Project Number: CVA21-018	Project Location(s): 2525 Estero Boulevard, Fort Myers Beach, FL, 33931
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Project Description:
maintenance and repair supplies, operations salaries, pump out signage, education and instructional materials

5. Total Amount of Funding:	Funding Source?	Award #'s or Line Item Appropriations:	Amount per Source(s):
\$41,205.00	☐ State ☒ Federal	CVC19	\$41,205.00
	☐ State ☐ Federal		
	☒ Grantee Match		\$13,735.00
Total Amount of Funding + Grantee Match: \$54,940.00			

6. Department's Grant Manager Name: Deneka Smith or successor Address: 2600 Blair Stone Road MS#235 Tallahassee, Florida, 32399 Phone: 850-245-2171 Email: deneka.smith@floridadep.gov	Grantee's Grant Manager Name: Chelsea O'Riley or successor Address: 2525 Estero Boulevard Fort Myers Beach, Florida 33931 Phone: (239) 765-0202 ext.1700 Email: chelsea@fmbgov.com
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☒ 7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☒ Attachment 7: CVC19 Grant Award Terms (Federal)* Copy available at <https://facts.fldfs.com>, in accordance with §215.985, F.S.
- ☒ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):

- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: DEP Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo

☐ Additional Exhibits (if necessary):

☒ 8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	FL-V-F19AP00538
Federal Award Date to Department:	October 01, 2019
Total Federal Funds Obligated by this Agreement:	\$41,205.00
Federal Awarding Agency:	US Fish & Wildlife Service
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Fort Myers Beach

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement,

unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds

and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of

receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a selfinsured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following nonexclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE**

FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:

- i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a

public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the

executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a

Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any thirdparty rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. MV416**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is maintenance and repair supplies, operations salaries, pump out signage, education and instructional materials. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated on Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement

7. Match Requirements

The Agreement requires at least a 25% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$13,735.00 through cash or third party in-kind towards the project upon execution funded under this Agreement.

The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above. Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

Subcontracting is not permitted under this Agreement

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None

Any terms added here must be approved by the Office of General Counsel

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
CLEAN VESSEL ACT GRANT PROGRAM
DEP AGREEMENT #: MV416**

ATTACHMENT 3

PROJECT TITLE: Clean Vessel Act Grant; Town of Fort Myers Beach (“Project”)

PROJECT LOCATION: 2525 Estero Boulevard, Fort Myers Beach, FL, 33931 (“Project site”)

TASKS AND DELIVERABLES

The following is a schedule of tasks/deliverables and budget detail for the completion of the tasks required to complete this Project. Payment may be requested upon submission, review, and approval of the deliverables assigned to each task.

Permits

The Grantee is responsible for obtaining all state and local permits and approvals required for installation and operation of pumpout equipment prior to commencement of this Project. Copies of permits, letters of permit issuance, and inspections reports, as applicable, will need to be submitted to the Department before the Grantee commences any work on the subsequent permit-related tasks/activities below.

Task 1: Operations of Equipment

The Grantee shall operate each pumpout facility or dump station funded under this Agreement in accordance with this Agreement and a Pumpout Station Operational Plan, the details of which are below. Pumpout facilities must be designed and operated in accordance with state and local health regulations.

- **Pumpout Station Operational Plan:** Grantee will complete a Pumpout Station Operational Plan that specifies hours of operation, maintenance principles, methods to determine volume of material pumped, including the use of flow meters as may be necessary, and assurances that the pumpout facility, pumpout vessel, or dump station will be used solely for the collection of recreational boat sewage.
- **Daily Pumpout Log Sample:** The Grantee will also submit a pumpout log sample, which shall provide for how the Grantee will track, on a daily basis, vessels pumped, total gallons pumped per vessel, out of state vessels, fees collected, and maintenance costs. The actual daily log is not required to be submitted to the Department. However, Grantee must keep the logs as backup documentation for five (5) years following the Project completion date.
- **Quarterly Pumpout Report:** The Grantee will also complete the quarterly pumpout report in accordance with the Project-Specific Requirements, paragraph 8.C. beginning upon the first quarter of operations.

Deliverables: Completion of this task as evidenced by submittal of a copy of the Pumpout Station Operational Plan, pumpout log sample, list of employee names, hourly rate, number of hours worked, payroll documentation for employees, and quarterly pumpout report(s).

Performance Standard: The Department’s Grant Manager will review the Pumpout Station Operational Plan, pumpout log sample, and quarterly pumpout report to confirm that the Grantee is operating in accordance with this task and the Agreement.

Task Deadline: September 30, 2022

Budget:

Allowable costs for this task are for Salaries/Wages.

Task 2: Pumpout Signage

In accordance with Attachment 6, Project-Specific Requirements, paragraph 7, and paragraph 9, when FIND funding is applicable, the Grantee will install the required signage: (1) one three-foot (3') by four-foot (4') sign of the International Pumpout Symbol on a dock or on land facing the waterway and clearly visible to the boaters; and, (2) one informational sign, posted in a clearly visible location adjacent to the pumpout equipment, stating pumpout fees, restrictions, hours of operation, operating instructions, the operator name and phone number, emergency phone numbers for reporting service problems, and include the required language set forth in Attachment 6, Project-Specific Requirements, paragraph 7, and paragraph 9, when FIND funding is applicable.

Sign specifications can also be found at <http://www.dep.state.fl.us/cleanmarina/CVA/signs.htm>.

Deliverables:

Completion of task as evidenced by: photographs of the installed signage showing the pumpout logo sign and the pumpout informational sign with accrediting information; and, certification from the Grantee's Project Manager that the signage has been installed in accordance with requirements set forth in Attachment 6, Project-Specific Requirements, paragraph 7, and paragraph 9, when FIND funding is applicable.

Performance Standard: The Department's Grant Manager will review the deliverables associated with this task to verify that the pumpout signage was completed in accordance with this task and the Agreement. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task Deadline: September 30, 2022

Budget: Allowable costs for this task are for Miscellaneous/Other Expenses, including, but not limited to, purchase of sign, materials for installation, design, equipment rental or use, and labor.

Task 3: Education and Instructional Materials

The Grantee will provide educational and instructional materials to be distributed to recreational boaters about the CVA, effects of sewage in waterways, and the equipment available for public use. All brochures, handout information, and educational material must meet the minimum requirements set forth in Attachment 6, Project-Specific Requirements, paragraph 7, and paragraph 9, when FIND funding is applicable, and include the appropriate crediting statement. All drafts are required to be reviewed by the Department's Grant Manager before final versions are approved to ensure they have correct information and address programmatic topics.

Deliverables: Completion of task as evidenced by submittal of draft and final copies of brochures or handout information meeting the requirements of this task, along with the distribution quantities and location(s).

Performance Standard: The Department's Grant Manager will review all brochures, handout information, and educational materials to ensure they have the correct information and address programmatic topics and have been completed in accordance with this task and the Agreement. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task Deadline: September 30, 2022

Budget: Allowable costs for this task include Miscellaneous/Other Expenses, including, but not limited to, printing, and otherwise producing the materials.

Task 4: Maintenance and Repair

The Grantee is responsible for maintaining the pumpout according to manufacturer's specifications and providing any necessary repairs. This includes pumpout vessel motor service, bottom cleaning, and bottom painting.

Deliverables: Completion of task as evidenced by submittal of a list of maintenance or repairs made to the pumpout equipment and copies of paid maintenance/repair receipts.

Performance Standard: The Department's Grant Manager will review all deliverables associated with this task to confirm that the necessary maintenance and/or repair(s) were completed.

Task Deadline: September 30, 2022

Budget:

Allowable costs for this task are for Miscellaneous/Other Expenses only.

CVA TASK BUDGET TABLE:

TASKS	Allowable Budget Categories	Total Project (100%)	Grant Award Amount (75%)	Grantee Match Amount (25%)
1. Operations of Equipment	Salaries/Wages	\$ 50,440.000	\$ 37,830.000	\$ 12,610.000
2. Pumpout Signage	Miscellaneous/Other Expenses	\$ 1,000.000	\$ 750.000	\$ 250.000
3. Education and Instructional Materials	Miscellaneous/Other Expenses	\$ 1,000.000	\$ 750.000	\$ 250.000
4. Maintenance and Repair	Miscellaneous/Other Expenses	\$ 2,500.000	\$ 1,875.000	\$ 625.000
Total Grant Award Amount (no greater than 75%)			\$41,205.00	
Total Match Amount (no less than 25%)				\$13,735.00
Total Project (100%):			\$54,940.00	

SALARIES/WAGES BY TASK: Salaries for personnel, if listed below, shall only be reimbursed for salary rates and hours spent on the Project. The Grantee shall not be reimbursed for multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates). Cost Reimbursement is based on direct salary rates with the maximum allowable rate per hour indicated below. Salaries/Wages reimbursement requests must include: (1) list of employee position title/classifications; (2) hourly rate; (3) the specific dates for time worked; and, (4) number of hours worked per position title classification by date and total.

Position Title/Classification	Rate/Hourly	Total Hours	Maximum Amount (RateXHours)
Operations Worker 1	\$20.00	520	\$10,400.00
Operations Worker 2	\$20.00	520	\$10,400.00
Operations Worker 3	\$20.00	520	\$10,400.00
Operations Worker 4	\$16.00	520	\$8,320.00
Harbormaster- Pumpout Operator	\$21.00	520	\$10,920.00

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$	Match Funding
Salaries/Wages Total	\$ 37,830.000	\$ 12,610.000
Miscellaneous/Other Expenses Total	\$ 3,375.000	\$ 1,125.000
Total:	\$41,205.00	\$13,735.00
Total Project Cost:	\$ 54,940.00	
Percentage Match:	75%	25%

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

- a. For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:
- b. Keep and maintain Public Records required by the Department to perform the service.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: <mailto:Public.Services@FloridaDEP.gov>

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of Interior US Fish & Wildlife Service		Clean Vessel Act	\$41,205.00	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:
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Attachment 5, Exhibit 1

1 of 2

Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$41,205.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE CLEAN VESSEL ACT GRANT PROGRAM**

ATTACHMENT 6

1. Purpose.

The primary goal of the Clean Vessel Act (CVA) is to reduce overboard sewage discharge from recreational boats by providing pumpout and dump stations for recreational boaters to dispose of human waste in an environmentally safe manner. The purpose of the CVA Grant Program (“Program”) is to establish or restore pumpout facilities that are operational and accessible to the general boating public for the useful life of the facilities. The Program also provides educational materials for boaters on the hazards of boater sewage, when applicable.

2. Pumpout Station Operation Plan.

The Grantee shall operate each pumpout facility or dump station funded under this Agreement so that it is open and available to the recreational boating public. Each pumpout facility, pumpout vessel, or dump station shall be operated, maintained, and continue to be reasonably accessible to all recreational vessels for the period of time set forth in the Agreement. The Grantee will conduct operations of the pumpout facility, pumpout vessel, or dump stations in accordance with the Pumpout Station Operational Plan, available for download from the Department’s Clean Vessel Act Program website (see Exhibit 1 of this Attachment). Pumpout vessels are to be used solely for the collection and hauling of recreational boat sewage.

3. Program Guidelines.

The Agreement shall be performed in accordance with the Federal CVA Grant Program Guidelines (50 Code of Federal Regulations (CFR) Parts 80 and 85) which are hereby incorporated by reference as if fully set forth herein. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws.

4. Reporting Requirements.

Some CVA-funded projects have a five (5) year reporting requirement. If required by Attachment 3, the Grantee shall provide a quarterly pumpout report (via the CVA Grantee Portal, listed in Exhibit 1 of this Attachment, and hereby incorporated by reference) in accordance with the requirements and timeframes set forth in Attachment 3. In addition to the obligations listed in Section 32 of Attachment 1 of this Agreement, the reporting obligations of the Grantee in this Section, shall survive expiration of this Agreement for five years from the Date of Expiration of the Agreement.

5. Fees for Pumpout Services.

Pumpout facilities, pumpout vessels, or dump station services will be provided free of charge or for a fee not to exceed \$5 per vessel. Fees greater than \$5 require prior written cost justification approval by the Department. If pumpout fees are collected, such proceeds shall be accounted for, and must be deducted from any reimbursement requests submitted by the Grantee for expenses associated with conducting operations and maintenance activities. An accounting of all fees collected will be provided on the quarterly pumpout report described in Attachment 3.

6. Project Completion Certification.

Project completion means the project is open and available for use by the public. Project must be designated complete prior to release of final reimbursement. In order to certify completion, the Grantee shall submit a completed and signed Pumpout Project Certification of Completion (available online at the Department’s Clean Vessel Act Program website (see Exhibit 1 of this Attachment), and hereby incorporated by reference) with final invoice to the Department.

7. Program Crediting and Signage.

The Grantee should display the appropriate pumpout symbol on facilities, such as pumpout and portable toilet dump stations, or on printed material or other visual representations relating to Project accomplishments or education/information (50 CFR §85.43 and 50 CFR §85.47). Signage specifications and crediting text can be found online at the Department’s Clean Vessel Act Program website (see Exhibit 1 of this Attachment).

- A. If specified in Attachment 3, the following signage is required:
 - i. One (1) three-foot (3') by four-foot (4') sign of the International Pumpout Symbol to be located on a dock or on land facing the waterway and clearly visible to boaters.
 - ii. One (1) informational sign, to be posted in a clearly visible location adjacent to the pumpout equipment, must state: fees, restrictions, hours of operation, operating instructions, an operator name and phone number, emergency phone numbers for reporting service problems, and include the following statement:

“Funded in part by the U.S. Fish and Wildlife Service, Clean Vessel Act through the Florida Department of Environmental Protection.”
- B. If required by Attachment 3, all other printed materials or visual representations related to the Project, including education and instructional materials shall include the following statement:

“Funded in part by the U.S. Fish and Wildlife Service, Clean Vessel Act through the Florida Department of Environmental Protection.”

8. Project Required Submittals and Requirements.

The following documents are required submittals under this Agreement. Failure to provide any of the following in the time frames provided may result in denial of reimbursement request. These provisions also represent requirements under this Agreement that must be complied with for the term of this Agreement. Referenced documents and plan/log sheet samples are available online at the Department's Clean Vessel Act Program website (see Exhibit 1 of this Attachment).

- A. The Grantee shall submit a copy of executed subcontracts within ten (10) days after execution.
- B. In addition to the detailed supporting documentation required for reimbursement as described the Agreement, the Grantee shall, with the final reimbursement request, submit all of the following:
 - 1. A completed and signed Pumpout Project Certification of Completion Form to be submitted with the final invoice.
 - 2. Photographic documentation that the Grantee has completed the appropriate program crediting and signage as required under this Agreement.
 - 3. Quarterly Progress Reports (Exhibit A).
 - 4. As described in the appropriate Tasks/Deliverables in Attachment 3, a pumpout log sample, which shall provide for daily logging of vessels pumped, total gallons pumped per vessel, out of state vessels, fees collected, and maintenance costs. The actual daily log is not required to be submitted to the Department. However, the Grantee must keep the logs as backup documentation for five (5) years following the Date of Expiration of the Agreement.
 - 5. As described in the appropriate Tasks/Deliverables in Attachment 3, a Pumpout Station Operational Plan that specifies hours of operation, maintenance principles, methods in determining volume of material pumped including the use of flow meters as may be necessary, informational/educational materials on pumpout operation and assurances that the pumpout facility, pumpout vessel, or dump station will be used solely for the collection of recreational boat sewage.
- C. In addition to the submittal requirements identified above, the Grantee is required to submit Quarterly Pumpout Reports (available for download from the Department's Clean Vessel Act Program website, listed on Exhibit 1 of this Attachment) when one or both of the following apply:

Attachment 6

2 of 4

1. As described in the Tasks/Deliverables Attachment 3, when the Project includes the purchase and/or installation of pumpout equipment, the Grantee is responsible for submitting Quarterly Pumpout Reports for a period of five (5) years. The five (5) year reporting period begins upon the Department's Grant Manager acceptance of the final deliverables, the receipt of the Certificate of Completion and submittal of the final invoice, and the Quarterly Pumpout Reports are due every quarter thereafter for the next five (5) years.
2. As described in the Tasks/Deliverables Attachment 3, when the Project includes operations and/or maintenance and repair, the Grantee is responsible for submitting Quarterly Pumpout Reports every quarter beginning upon execution of this Agreement, more specifically the first quarter of operations, through the expiration of this Agreement.

9. State Funds (FIND).

If this Agreement includes Florida Inland Navigation District (FIND) funding, the following provisions also apply:

- A. FIND Rules.
The Agreement shall also be performed in accordance with the rules governing the FIND Cooperative Assistance Program (Chapter 66B-1, F.A.C.), which are hereby incorporated by reference as if fully set forth herein.
- B. FIND Signage Requirements.
Notwithstanding the requirements above, all of the signage requirements and other printed materials or visual representations related to the Project, including education and instructional materials must include the following statement:

"Funded in part by the U.S. Fish and Wildlife Service, Clean Vessel Act and Florida Inland Navigation District through the Florida Department of Environmental Protection."

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EXHIBIT 1

The following information is available on the Department's Clean Vessel Act Grant Program website (Main Page: <https://floridadep.gov/rcp/cva>)

Pumpout Station Operational Plan

Plan must include hours of operation, equipment maintenance schedule, phone number(s), emergency phone number(s), pumpout operation directions, cleaning instructions and VHF channels monitored. A Sample Plan is available at: <https://floridadep.gov/rcp/cva/documents/sample-operational-plan>

Quarterly Pumpout Report

For a period of five (5) years after completion of the installation of any pumpout project a Grantee is responsible for submitting quarterly pumpout gallon reports to the Department. Additional information regarding pumpout gallon reporting is available at: <https://floridadep.gov/rcp/cva/content/quarterly-reporting-information>.

Reports should be submitted via the CVA Grantee Portal:

<https://myeco.force.com/grants/s/login/?startURL=%2Fgrants%2Fs%2F&ec=302>.

Pumpout Project Certification of Completion

The Certificate of Completion Form must be completed and submitted with the final invoice to the Department. The form may be downloaded at:

<https://floridadep.gov/rcp/cva/forms/certificate-completion-form>.

Signage Specifications

Grantees are required to display signs to inform boaters about a pumpout facility. Specifications are listed online at: <https://floridadep.gov/rcp/cva/content/pumpout-signage-requirements> and the required logos may also be requested from the Department.

Contact the Department's Grant Manager by:

Email: Clean.Vessel.Act@floridadep.gov

Phone: (850) 245-2094

Pumpout Logsheets

Logs must be kept as backup documentation for a period of five (5) years. A Sample Pumpout Logsheets may be downloaded at: <https://floridadep.gov/rcp/cva/documents/pumpout-log-sheet-sample>.

ATTACHMENT 8

Contract Provisions for DOI-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ADMINISTRATIVE

12. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

13. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

15. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

16. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

17. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

18. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

19. Additional Lobbying Requirements

- (a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- (b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- (c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

20. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF INTERIOR-SPECIFIC

21. Department of Interior (DOI) General Terms and Conditions

Recipients shall comply with DOI General Terms and Conditions available at https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions, and incorporated by reference.

22. DOI Regulations

Recipients shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.

23. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

24. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

25. Deposit of Publications Produced under Grants

Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior’s Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: <http://elips.doi.gov/ELIPS/DocView.aspx?id=1671>.

UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC

26. USFWS Financial Assistance Award Terms and Conditions

Recipients shall comply with the USFWS Financial Assistance Award Terms and Conditions applicable to the specific Federal Award funding source, available at <https://www.fws.gov/grants/atc.html>, and incorporated by reference.

NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC

27. LWCF Federal Financial Assistance Manual

As applicable, Recipients shall comply with the LWCF Federal Financial Assistance Manual Effective October 1, 2008, or later, available at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, and incorporated by reference.

28. Historic Preservation

As applicable, Recipients shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).

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EXHIBIT A

PROGRESS REPORT FORM

Project Number:

Agreement Number:

Grantee Name:

Reporting Period: Year -

Quarter -

Provide a summary of the project's accomplishments to date.

Provide an update on the estimated time for completion of the project, and an explanation if there are any anticipated delays.

Identify below, and attach copies of any relevant work being submitted for this project for the reporting period (e.g. copies of permits, photographs, etc.)

This report is submitted in accordance with the reporting requirements of Clean Vessel Act

Project Agreement No. and accurately reflects the activities and costs associated with the approved project.

Signature of Grantee's Grant Manager

Date

EXHIBIT C

PAYMENT REQUEST SUMMARY FORM

Grantee Name: Town of Fort Myers Beach

MV: MV416

CVA: CVA21-018

DEP Program: Clean Vessel Act Grant Program

*If reimbursement is being requested, an invoice on facility letterhead **must** accompany this form.*

	Total Project (100% of cost)
Permits	
Site Preparation	
Renovation	
Equipment Purchase	
Equipment Installation	
Operations of Equipment	
Maintenance and Repair	
Sewage Hauling	
Pumpout Signage	
Educational and Instructional Materials	
Total Project Cost	\$0.00
75% Reimbursable to Grantee	\$0.00
25% Grantee Match	\$0.00

I attest that documentation has been and will be maintained as required by this Agreement to support the amounts reported above and is available for audit upon request. I attest that all expenditures prior to this request have been made and are true and accurate and are only for the purposes as described in Clean Vessel Act Grant Project Agreement No. MV [REDACTED]. I further attest, that [REDACTED] (Grantee) has complied with the terms and conditions of this Agreement.

Grantee's Grant Manager

Date _____

1. Requested Motion:

Meeting Date: August 2, 2021

Authorize the replacement of Utility Truck in the amount of \$49,366.00 from Duval Fleet utilizing the State Procurement Contract; allocate the old utility truck as surplus to be auctioned at Royal Auction Group (estimated value \$9,000) and authorize the Town Manager to execute contract documents.

Why the action is necessary:

To authorize the Town Manager to execute the contract

What the action accomplishes:

Allows the Town Manager to execute the contract to purchase a new Utility Truck.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Current utility truck is 6 years old and is need of replacement. We are purchasing a larger truck with a crane to perform some repairs/maintenance in house. The Utilities Department has the funding in our capital budget.

Attachments:

1. TOWN OF FORT MYERS F3C

Financial Impact:

6. Alternative Action

Do not approve

7. Management Recommendations:

Approve

8. Recommended Approval:

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

Created/Initiated - 7/23/2021
Approved - 7/23/2021
Approved - 7/26/2021
Approved - 7/27/2021
Final Approval - 7/28/2021

[illegible]

				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				\$ -	\$ -
Non-Identified Aftermarket Option Code(s)	Description	MSRP \$##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				\$ -	\$ -
8DB	8FT UTILITY BODY WITH 20" DEEP COMPARTMENTS (696D54 DRW)	\$ 8,975.00		\$ -	\$ 8,975.00
	WITH 54" FLOOR & LED LIGHTING WITH WHITE FLASHERS			\$ -	\$ -
KSB OPT 1	MASTERLOCK	\$ 615.00		\$ -	\$ 615.00
KSB OPT 2	COMPARTMENT LIGHTING	\$ 550.00		\$ -	\$ 550.00
KSB OPT 8	STIRRUP STEP ON STEP BUMPER & GRAB HANDLE	\$ 295.00		\$ -	\$ 295.00
CAMLOC	RELOCATE CAMERA ONCE UTILITY BODY IS COMPLETE	\$ 285.00		\$ -	\$ 285.00
CRANE	AUTOCRANE ECONOTON II MANUAL ROTATION CRANE WITH 5FT BOOM	\$ 5,400.00		\$ -	\$ 5,400.00
	& 3FT PEDESTAL- MOUNTED ON LEFT REAR SIDE OF UTILITY BODY			\$ -	\$ -
SBL	3RD BRAKE LIGHT SAFETY PULSE (PULSES 3RD BRAKE LIGHT (4) TIMES)	\$ 279.00		\$ -	\$ 279.00
534	COMPLETE TRAILER TOW PACKAGE- INCL HITCH, 2" BALL, SLEEVE	\$ 1,445.00		\$ -	\$ 1,445.00
	REDUCER, PIN & CLIP			\$ -	\$ -
SPRAY	SPRAY ON BEDLINER TO INCLUDE TOPS & BUMPER	\$ 1,155.00		\$ -	\$ 1,155.00
				\$ -	\$ -
LED PKG 1	(4) WHELEN LED CORNER LED LIGHTS	\$ 695.00		\$ -	\$ 695.00
	2-SURFACE MOUNTED INSIDE GRILL (SPLIT AMBER/WHITE)			\$ -	\$ -
	2- TAIL LAMPS (SPLIT AMBER/WHITE)			\$ -	\$ -
	INCLUDES LABOR			\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
NON-IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				\$ -	\$ 19,694.00
GRAND TOTAL PER REPRESENTATIVE MODEL:					\$ 49,366.00
Additional Savings Off Contract Price Per Vehicle (Please provide detailed information in Vendor Comments below.)					\$ -
Total Vehicles Quoted (with the same OEM, Identified Aftermarket, and Non-Identified Aftermarket Options above):					1
PURCHASE ORDER GRAND TOTAL:					\$ 49,366.00
Vendor Comments :					
Customer Comments :					
*UNSPSC = United Nations Standard Products and Services Commodity Code					

1. Requested Motion:

Meeting Date: August 2, 2021

Authorize the purchase and installation of two new pumps for the Marina Booster Station in the amount of \$120,062.00.

Why the action is necessary:

Replaces two pumps that have reached their life expectancy.

What the action accomplishes:

To avoid a major failure within the Town's distribution system.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Purchase

4. Submitter of Information:

5. Background:

The booster pump station was constructed in the mid to late 1980's. The pump station has two pumps that supply water to the Town's water distribution system. The Marina pumps are the primary pumps that boost the water pressure entering the Island and are used to maintain pressure. They are used to boost pressure to allow the Lee County plant to fill the South and North tanks. These pumps have reached the end of their service life and the Town needs to replace the pumps as soon as possible to avoid a major failure.

When the Town began to purchase new pumps in 2017, we reached out to several pump manufactures for proposals. It was determined at that time to continue with Goulds pumps as they were the same dimensions as the older Goulds pumps and did not require any rebuild of the existing system. The Gould pumps also come standard with 316 stainless steel impellers which are more durable in potable water. Hudson Pumps is the sole source provider for Goulds pumps.

The Utilities Department has allocated funding within the budget in Capital projects.

Attachments:

1. Marina Pumps quote
2. Marina Pump Information
3. ITT Goulds Sole Source Letter - 2021
4. Marina pumps installation Proposal

Financial Impact:

\$120,062.00

6. Alternative Action

Do not approve

7. Management Recommendations:

Authorize purchase of pumps

8. **Recommended Approval:**

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

Created/Initiated - 7/26/2021
Approved - 7/26/2021
Approved - 7/26/2021
Approved - 7/27/2021
Final Approval - 7/28/2021



Pump & Equipment

A Division of Tencarva Machinery Company

3524 Craftsman Boulevard • Lakeland, FL • 33803

Tel: (863) 665-7867 • **Fax:** (863) 666-5649

Municipal Division

Quote No: 072721RB2
Customer: City of Fort Myers Beach
Location:
Attn: Christy Cory
Phone:
e-mail: christy@fmbgov.com
From: Roger Burna/Scott Chisholm

Date: 07/27/21
No. Pages: 1
Your No.:
e-mail:
Terms:
F.O.B.: Destination
Freight Included

Conditions of Service: 3,000 GPM @ 46.2 ft TDH

We are pleased to quote as follows:

qty	Description	Price Each	Extension
2	Pump, Canned Lineshaft Turbine: Xylem/Goulds Water Tech. Model 14FHC-1 Stage, Cast Iron Bowl/316SS Impeller, Steel Column Pipe, 416SS Shafting, Fabricated Steel Discharge Head, John Crane 5610 Cartridge Seal, Fabricated Steel Can, Tnemec 141 (NSF 61) Epoxy Coating	\$36,455.00	\$72,910.00
2	VHS Motor, Nidec/US, 50 HP, 1770 RPM, 3 Ph, 230/460V, 326TP, TEFC Corro-Duty, Premium Efficient, Inverter Duty, Steady Bushing, NRR	\$7,496.00	\$14,992.00
Quote Valid 90 days			

With the following notes:

1. Freight is included.
2. Delivery: 12-14 weeks.

Best Regards,

Roger Burna

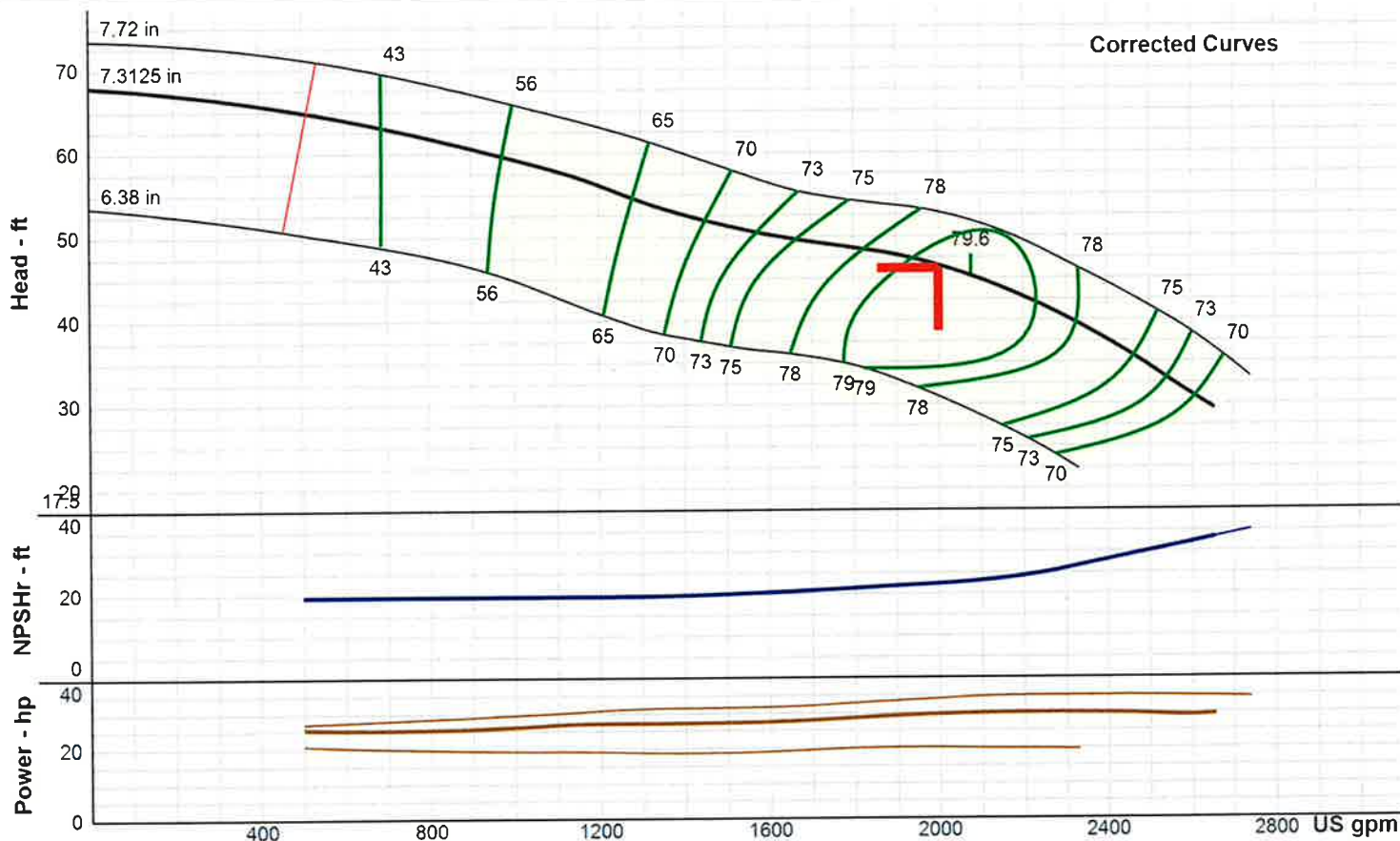
HUDSON PUMP & EQUIPMENT

phone: (863) 665-7867

fax: (863) 666-5649

e-mail: rburna@tencarva.com

Quoted By: Roger Burna



Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 2B.

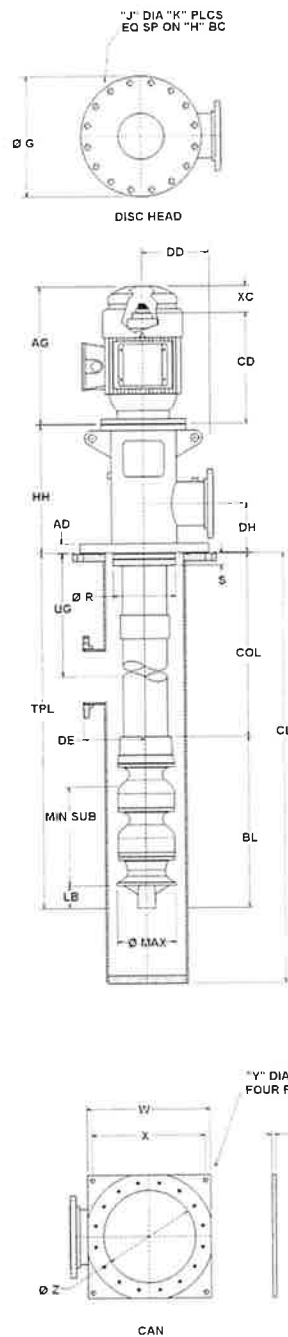
Design values are guaranteed within the following tolerances: Flow $\pm 8\%$, Head $\pm 5\%$, and optionally either Power $+ 8\%$ or Efficiency $- 5\%$ at manufacturer's discretion.

Specified NPSH available is insufficient for the pump.

Specified Flow	2000.00 USgpm	Shut Off Pressure (Disch Flange)	29.0 psi	Design Curve	
Specified TDH	46.20 ft	Run Out Flow	2655.0 USgpm	Allow Service Factor	No
Rated Speed	1770 RPM	Run Out TDH (Bowl)	29.4 ft	kWh per 1000 gal	0.20266
Atmospheric Pressure	14.70 psi	Run Out TDH (Disch Flange)	27.3 ft	NPSHr at Design	22.5 ft
NPSHa at Grade	34.0 ft	Run Out Pressure (Bowl)	12.7 psi	NPSH Margin at Design	9.7 ft
NPSHa at 1st Impeller	32.2 ft	Run Out Pressure (Disch Flange)	11.8 psi	Min Submergence at Design	41.66 in
Fluid	Water	Bowl Efficiency at Design	79.10 %	Actual Submergence	51.68 in
Fluid Temperature	68.0 °F	Guaranteed Bowl Efficiency	75.15 %	Thrust K-Factor	15.0 lbpft
Specific Gravity	1.0000	Best Efficiency	79.60 %	Thrust at Design	798.0 lb
Viscosity	1.0017 cP	BEP Flow	2077.0 USgpm	Thrust at Shut Off	1152.3 lb
Vapor Pressure	0.3393 psi	Design Flow % BEP	96.29 %	Thrust at Run Out	519.0 lb
Density	62 lbs/ft³	Pump Efficiency	76.81 %	Bowl Material	Cast Iron with Glass Enamel
Design Flow	2000.0 USgpm	Motor Efficiency	93.60 %	Bowl Material Derate Factor	1.00
Min Flow (MCSF)	519.0 USgpm	Overall Efficiency	71.89 %	Impeller Material	316SS
Design TDH (Bowl)	46.4 ft	Friction Loss at Design	1.21 ft	Impeller Matl Derate Factor	1.00
Design TDH (Disch Flange)	44.2 ft	Power at Design	29.5 Hp	Total Flow Derate Factor	1.00
Design Pressure (Bowl)	20.1 psi	Guaranteed Power	31.9 Hp	Total Head Derate Factor	1.00
Design Pressure (Disch Flange)	19.1 psi	NOL Power	30.0 Hp	Total Efficiency Derate Factor	1.00
Shut Off TDH (Bowl)	68.0 ft	Max Power (NOL) Flow	2256.0 USgpm		
Shut Off TDH (Disch Flange)	67.0 ft	Recommended Power	40.00 Hp		
Shut Off Pressure (Bowl)	29.4 psi	Driver Size Criteria	NOL Power Across		

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	
Tag	
PO Number	
Serial Number	



DIMENSIONS

Dim G [Mounting Flange Dia]:	27.50 in
J [Mounting Flange Hole Dia]	1.25 in
K [Mounting Hole Places]	20
H [Mounting Flange Bolt Circle]	25.00 in
AG [Motor Height]	29.88 in
CD [Motor Coupling Height]	26.56 in
XC [Top Hdshft to top VHS Motor]	2.94 in
BD [Motor Base Dia]	16.50 in
Discharge Head Size	10.00 in
BD Head [Discharge Head Base Dia]	16.50 in
HH [Head Height]	44.00 in
AD [Mounting Flange Thickness]	1.88 in
DD [Disch Flange Stickout]	16.75 in
DH [Disch Flange Height]	12.00 in
S [Hanger Flange Stickdown Length]	2.38 in
R [Hanger Flange OD]	14.60 in
Dim UG [Underground Suction]	16.00 in
Column Length (COL)	27.30 in
COL [Column Diameter]	10.00 in
TPL [Total Pump Length]	55.68 in
MIN SUB [Minimum Submergence]	41.66 in
LB [Length to Bottom]	4.00 in
MAX [Max Assembly OD]	11.60 in
CL [Can Length]	60.00 in
CAN [Can Diameter]	20.00 in
BL [Bowl Assembly Length]	28.38 in
DE [VIC Suction Flange Stickout]	16.00 in
V [Sub Base Thickness]	1.88 in
W [Sub Base Overall Size]	28.00 in
X [Center Line of Holes]	25.00 in
Y [Mounting Holes Base Plate Dia]	0.88 in
Z [Base Plate Opening or Can ID]	19.25 in
SU [Shaft Stickup]	8.00 in
Discharge Flange	10"-150#

Suction Inlet Flange	16"-150#
Can Mounting Flange	20"-150#

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Project	
Tag	
PO Number	
Serial Number	

PUMP DATA

Column Diameter	10 in [254 mm]
Lineshaft Diameter	1 in [25.4 mm]
Specified Flow	2000.00 USgpm
Specified TDH	46.20 ft
Motor Manufacturer	US
Driver Type	Vertical Hollow Shaft Motor
Selected Motor Power	30.00 Hp
Motor Speed	1770 RPM
Phase / Frequency	3 PH / 60 Hz
Voltage	230/460 V

WEIGHTS

Total Bowl Weight	275 lbs
Total Column Weight	111 lbs
Head Weight	909 lbs
Total Can Weight	750 lbs
Motor Weight	330 lbs
Total Weight	2375 lbs

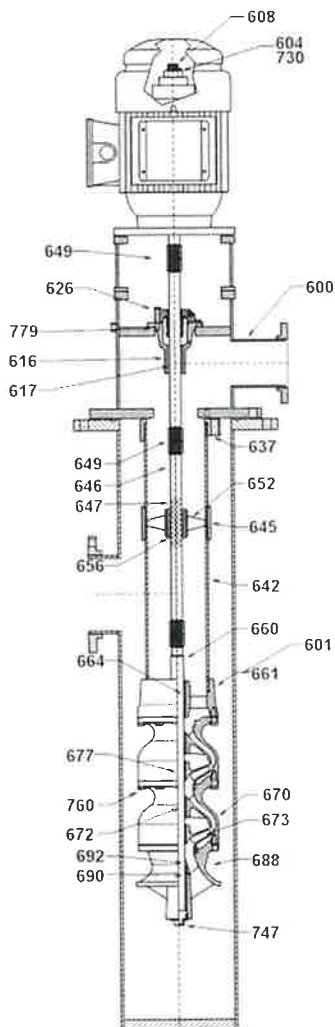
NOTES

1	Total Pump Length $\pm$ 1.0 inch.
2	Tolerance on all dimensions is .12 or $\pm$.12 inch per 5 ft, whichever is greater.

3	All dimensions shown are in inches unless otherwise specified.
4	Drawing not to scale.
5	½" NPT – Gauge Conn (plugged)
6	Driver may be rotated at 90° intervals about vertical centerline for details refer to driver dimension drawing.
7	Refer to product IOM for impeller setting requirements.
8	This assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid.

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Serial Number	



BILL OF MATERIALS

ITEM	PART NAME	CODE	MATERIAL	ASTM#
Head Assembly				
608	Headshaft	2227	SST 416	A582 S41600
600	Head - Discharge	9645	Carbon Steel Fab	A53
604	Nut - Adjusting	2242	Carbon Steel 1018	A108
616	Housing - Seal	1003	Cast Iron CL 30	A48 CLASS 30B
617	Bearing - Seal Housing	1618	Bismuth Bronze	B584 Modified
626	Seal - Mechanical	0000	John Crane 5610 XF551O58H	None
649	Coupling - Headshaft	2265	SST 416	A582M
730	Key - Motor Gib	2242	Carbon Steel 1018	A108
760	Capscrew - Hex	2229	SST 316	A276
779	Gasket - Housing	5136	Acrylic/Nitrile	5136 REV 4
Column Assembly				
642	Pipe - Column	6501	Black Pipe Sch 40	A53
645	Column - Coupling	6501	Black Pipe Sch 40	A53
646	Lineshaft	2227	SST 416	A582 S41600
649	Coupling - Lineshaft	2265	SST 416	A582M
Bowl Assembly				
660	Bowlshaft	2227	SST 416	A582 S41600
661	Bowl - Discharge	1003	Cast Iron CL 30	A48 CLASS 30B
664	Bearing - Discharge Bowl	1618	Bismuth Bronze	B584 Modified
670	Bowl - Intermediate	6911	Cast Iron CL 30 Enamel	A48
672	Bearing - Intermediate Bowl	1618	Bismuth Bronze	B584 Modified
673	Impeller	1203	SST 316	A744M
677	Taperlock - Impeller	2217	SST 416	A582M
688	Suction	1003	Cast Iron CL 30	A48 CLASS 30B
690	Bearing - Suction	1618	Bismuth Bronze	B584 Modified
692	Sandcollar	1205	SST 304	A744M
747	Plug - Pipe	1046	Malleable Iron	A197
760	Capscrew - Hex	2229	SST 316	A276
Can Assembly				
601	Can - Suction	9645	Carbon Steel Fab	A53
760	Capscrew - Hex	2229	SST 316	A276

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Certified By	
Project	
Tag	
PO Number	
Serial Number	

PERFORMANCE ON DESIGN CURVE AT 1770 RPM

	Shut Off	Design [2]	Run Out [5]		
Flow (USGPM)	0.0	2000.0	2655.0	Best Efficiency	79.60 % at 2077.0 USgpm
TDH-Bowl (ft)	68.0	46.4	29.4	Design Flow % BEP	96.29 %
TDH-Disch Flange (ft)	67.0	44.2	27.3	Pump Efficiency	76.81 %
Bowl Efficiency (%)	-	79.10	67.00	Overall Efficiency	71.89 %
Guaranteed Bowl Efficiency (%)	-	75.14	-	NOL Power	30.0 Hp at 2256.0 USgpm
Power (Hp)	22.0	29.5	29.4	Specified NPSH Ratio	1.1
Guaranteed Power (Hp)	-	31.9	-	Thrust Load Power Loss	0.10185 Hp
NPSHr (ft) [1]	-	22.5	33.3	Total Flow Derate Factor	1.00
NPSH Margin (ft) [1]	-	9.7	-1.1	Total Head Derate Factor	1.00
Hydraulic Thrust(lb)	1051.0	717.0	454.0	Total Efficiency Derate Factor	1.00
Thrust (lb)	1152.3	798.0	519.0	Actual Submergence	51.68 in
Pressure-Bowl (psi)	29.4	20.1	12.7	Shaft Friction Power Loss	-0.01 Hp
Pressure-Disch Flange (psi)	29.0	19.1	11.8	Min Flow (MCSF)	519.0 USgpm
Min Submergence (Inch) [3]	-	41.66	51.62	kWh per 1000 gal	0.20266
Friction Loss (ft) [4]	-	1.21	2.13	Impeller Running Clearance	0.13 in
Lineshaft Elongation (Inch)	-0.00131	-0.00089	-		
Column Elongation (Inch)	-0.00008	-0.00006	-		
Lateral (Inch)	0.12877	0.12916	-		

[1] at 1st impeller eye [2] rated values [3] from pump suction inlet [4] from bowl to disch flange [5] per published data

OPERATING CONDITIONS

Specified Flow	2000.00 USgpm
Specified TDH	46.20 ft
Rated Speed	1770 RPM
Atmospheric Pressure	14.70 psi
TPL	4.64 ft
Can Length	60.00 in
NPSHa at 1st Impeller	32.2 ft
NPSHa at Grade	34.0 ft
Operational Design	Constant Speed

FLUID CHARACTERISTICS

Fluid	Water
Fluid Temperature	68.0 °F
Specific Gravity	1.0000
Viscosity	1.0017 cP
Vapor Pressure	0.3393 psi
Density	62 lbs/ft³

MATERIALS & DIMENSIONS

Bowl Data

Bowl Material	Cast Iron with Glass Enamel
Impeller Material	316SS
Bowlshaft Material	416SS
Impeller Attachment	Taper Lock
Taperlock Material	416SS
Discharge Bowl Material	Cast Iron
Suction Type	Bell
Suction Material	Cast Iron
Bowl Bolting Material	316SS
Sand Collar	304SS
Pipe Plug	Iron
Suction Bearing	Bronze
Discharge Bowl Bearing	Bronze

Bowl Data

Intermediate Bowl Bearing	Bronze
Strainer Type	Not Included
Impeller Trim	7.31 in
Bowl Pressure Limit	380 psi
Model Max Sphere Size	1.00 in
Available Lateral	0.62 in
Bowl Shaft Diameter	1 15/16 in [49.2 mm]
Impeller Balance	Manufacturer's Standard
Impeller Design	Enclosed
Suction Pipe Diameter	No Suction Pipe
Bowl Shaft Power Limit	598.62 Hp
Bowl Assembly Provided By	Xylem

Bowl Specials

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	
Tag	
PO Number	
Serial Number	

Column Data

Column Type	Threaded
Column Diameter	10 in [254 mm]
Lineshaft Diameter	1 in [25.4 mm]
Column Pipe Material	Carbon Steel
Lineshaft Material	416SS
Lineshaft Coupling Type	Threaded
Lineshaft Coupling Material	416SS
Column Loss	-0.05 ft
Column Velocity	8.22 ft/s
Lineshaft Sleeve	Not Included
Column Bearing Options	Not Included

Column Data

Column Retainer Design	Not Included
Maximum Bearing Spacing	5 ft [1.5 m] Spacing
Max Column Section Length	60 in
Number of Bearings	1
Fabrication Welding Option	Not Included
Column Wall Thickness	0.37 in
Lubrication Method	(Open Lineshaft) Product Lubricated
Lineshaft Power Limit	72 Hp
Column Assembly Provided By	Xylem

Column Specials

Head & Can Data

Head Type	Type FL (Fabricated L-Head / Can with Suction)
Discharge Flange Rating	150 #
Disch Flange Pressure Limit	285 psi
Head Design	One Piece Head
Discharge Head Position	Disc 180° from Suct (Std)
Discharge Head Material	Carbon Steel
VFD Compliant Head Design	Not Included
Headshaft Material	416SS
Headshaft Coupling Type	Threaded
Headshaft Coupling Material	416SS
Headshaft Diameter	1.00 in
Discharge Head Size	10 in [254 mm]
Discharge Head BD	16.5 in [419 mm]
Sealing Method	Mechanical Seal
Mechanical Seal	John Crane 5610 XF551O58H
Seal Provided By	Xylem
Seal Mounted By	Customer
Stuffing Box / Seal Hsg Bolt	316SS
Stuffing Box / Seal Hsg Brg	Bronze

Head & Can Data

Seal Housing Material	Cast Iron
Head Loss	1.26 ft
150# Disch Companion Flg	Not Included
Head Bolting	316SS
Fabrication Welding Option	Not Included
Can Diameter	20 in [508 mm] Can
Can Material	Carbon Steel
Can Bolting	316SS
Inlet Suction Size	16" [406mm]
Suction Flange Rating	150 #
Suction Flange Pressure Limit	285.00 psi
Can Mounting	Standard
Inlet on Can	Included
Fabrication Welding Option	Not Included
Suction Inlet Velocity	3.51 ft/s
Can Internal Velocity	3.51 ft/s
Head Assembly Provided By	Xylem
Can Assembly Provided By	Xylem

Head & Can Specials

Motor Data

Driver Type	Vertical Hollow Shaft Motor
Manufacturer	US
HP Rating	30 Hp
Speed [Poles]	1800 rpm [4 pole]
Voltage	230/460 V
Phase / Frequency	3 PH / 60 Hz
Enclosure	TEFC
Efficiency / Config	Premium
Motor Efficiency	93.60 %
Motor Frame	286TPH
BD	16.5 in
BX / U	1.00 in

Motor Data

Thrust Level	100% HT
Thrust Capacity	3300 lbs
Inverter Duty	No
Steady Bushing	Yes
Coupling	NRR w/ Steady Bushing
Mfg Catalog Number	HT30P2BLF-C
Motor Part Number	H030B2A1GB-TPRU-00000A000
Motor Provided By	Xylem
Motor Mounted By	Customer

Motor Specials

Coating Data

Bowl OD	Tnemec 141 (NSF 61), Liquid Epoxy (8 mils)
---------	--

Coating Data

Column ID	Tnemec 141 (NSF 61), Liquid Epoxy (8 mils)
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Certified By	
Project	
Tag	
PO Number	
Serial Number	

Coating Data

Column OD	Tnemec 141 (NSF 61), Liquid Epoxy (8 mils)
Column Bearing Retainer	No Coating
Can ID	Tnemec 141 (NSF 61), Liquid Epoxy (8 mils)
Can OD	Tnemec 141 (NSF 61), Liquid Epoxy (8 mils)

Coating Data

Head ID	Tnemec 141 (NSF 61), Liquid Epoxy (8 mils)
Head OD	Tnemec 141 (NSF 61), Liquid Epoxy (8 mils)
Enclosing Tube OD	No Coating
Sub Base	No Coating

Testing Data

Engineering Services

Engineering Services Notes

Miscellaneous Specials

Assembly and Crating

Assembly	Fully Assembled
Crating	Domestic Skid

Assembly and Crating Notes

In general, pumps are crated and shipped fully assembled* via standard freight methods (LTL/LCL) if overall crated length is 25 ft or less and weight is 2500 lbs or less. Up to 45 ft and 4000 lbs can still be fully assembled but will ship via dedicated freight methods (FTL/FCL/flatbed/air/special). Otherwise, each sub-assembly (bowl, column, and head) is crated separately ("column loose"). *Motors, suction cans, mechanical seals, spare parts, and other special items are crated separately. Coordinate specific expectations with the factory at time of order.

Weight Data

Total Bowl Weight	275 lbs
Total Column Weight	111 lbs
Head Weight	909 lbs

Weight Data

Total Can Weight	750 lbs
Motor Weight	330 lbs
Total Weight	2375 lbs

Comments

INFO, WARNING & ERROR MESSAGES

Coupling Material	Invalid	Coupling Material is invalid
	Error	Selected Motor Power is less than the Recommended Power.

Our offer does not include specific review and incorporation of any Statutory or Regulatory Requirements, and the offer is limited to the requirements of the design specifications. Should any Statutory or Regulatory requirements need to be reviewed and incorporated, then the Customer is responsible to identify those and provide copies for review and revision of our offer.

Our quotation is offered in accordance with our comments and exceptions identified in our proposal and governed by our standard terms and conditions of sale – Xylem Americas attached hereafter.

For units requiring a factory performance test, all performance tests will be conducted per ANSI/HI 14.6 standards unless otherwise noted. As a standard, test results for the primary design point meeting grade 2B tolerances for pumps with a rated shaft power of 134 hp or less and grade 1B for greater than 134 hp will be considered passing. If secondary or tertiary design points are required to be tested, these will be subject to grade 3B tolerances. For testing of more than 3 points, consult the factory. Other acceptance grades are available and must be clearly noted and mutually agreed upon between the Customer and Xylem before release to manufacture.

Holding shipment for testing approval allows 2 weeks of production lead time for the approval process, after which Xylem reserves the right to ship passing pumps without explicit approval. For approval processes exceeding 2 weeks, please consider that additional lead time and coordinate expectations with the factory. For faster shipment, select "No" to the hold shipment for testing approval option.

For units not requiring a factory performance test, product performance can be expected to meet 3B tolerances primarily due to the variability of field conditions. Field-measured performance may vary from factory-measured performance or published data as a result of unknown or unpredictable system conditions and measurement variability. If field performance testing is required after installation, factory performance testing before shipment is strongly recommended. Field performance test results do not constitute a warranty claim unless verified by Xylem.

The information provided in this submittal is published data nominally representative of the selected pump model's performance characteristics. If factory performance testing is included, actual as-tested performance curves for each tested pump will be provided after testing is complete. Impeller trim

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Project	
Tag	
PO Number	
Serial Number	

diameter is subject to change to meet intended design conditions.

Customer is responsible for verifying that the recommendations made and the materials selected are satisfactory for the Customer's intended environment and Customer's use of the selected pump. Customer is responsible for determining the suitability of Xylem recommendations for all operating conditions within Customer's and/or End User's control. Xylem disclaims all warranties, express or implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose, and all express warranties other than the limited express warranty set forth in the attached standard terms and conditions of sale – Xylem Americas attached hereafter.

Xylem does not guarantee any pump intake configuration. The hydraulic and structural adequacies of these structures are the sole responsibility of the Customer or his representatives. Further, Xylem accepts no liability arising out of unsatisfactory pump intake field operating conditions. The Customer or his representatives are referred to the Hydraulic Institute Standards for recommendations on pump intake design. To optimize the hydraulic design of a field pump intake configuration, the Customer should strongly consider performing a detailed scale model pump intake study. However, the adequacies of these recommendations are the sole responsibility of the Customer.

Xylem's standard enamel paint offering is a coating applied at no extra charge and is intended to provide a limited cosmetic improvement over the bare metal product. The coating will not prevent rust, corrosion, or fading. Fading, flaking, chipping, or bleeding rust can be expected within 3 months of exposure to weather or other elements. For applications where visual aesthetics or corrosion resistance is important, please consider one of our protective coating options.

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Certified By		
Project		
Tag		
PO Number		
Serial Number		

Goulds Pumps



ITT Industries
Engineered for life

KELLY BEAVER

640 Weeping Branch Court

Duluth, GA 30097

Tel (315) 568-7033

Cell (770) 856-9136

E-mail: kelly.beaver@itt.com

Official Notice

Date: February 3, 2021

Subject: ITT Goulds Pumps Municipal Representation
State of Florida

To: Whom it may concern,

This Document serves as official notice that **Hudson Pump & Equipment, a Division of Tencarva Machinery Company** is the exclusive municipal representative for all sales of **ITT Industrial Process** products in the state of Florida. This exclusivity agreement applies to all ITT Industrial Process products as shown below:

- ITT Goulds Pumps sold under the “brand names” of **Goulds Pumps, Allis-Chalmers, Goyne Pump and Morris Pumps. (Please note: Goyne Pump Company was acquired by ITT Goulds Pumps in 1979 and Morris Pumps was acquired by ITT Goulds Pumps in 1981).**
- ITT Goulds Pumps’ repair parts sold under the “brand names” **Goulds Pumps, Allis-Chalmers, Goyne Pump and Morris Pumps.**
- ITT Monitoring & Control (Variable Frequency Drives) sold under the “brand names” of **ProSmart and PumpSmart**
- In addition, Hudson Pump is the “only” Goulds Pumps Authorized Service Center (ASC) within the state of Florida which gives them exclusive “authorized” rights for the repair / rebuild of Goulds Pumps equipment.

If you have any questions regarding this agreement, please don’t hesitate to contact me.

Best regards,



Kelly Beaver

ITT Goulds Pumps

Regional Sales Manager

CONIDARIS BUILDERS & GENERAL CONTRACTORS, INC.**15645 Pine Ridge Road****Fort Myers, FL 33908**Ph# **(239) 415-7671**Fax # **(239) 415-2886**E-mail **conidarisbuilder@aol.com****ST LIC. #CGC 059201 CUC 046019****PROPOSAL**

Date	Estimate #
7/26/2021	1716

Name / Address
Beach Utilities 2525 Estero Blvd. Fort Myers Beach, FL 33931 Christy Cory

Job Location
Pump Station at Marina

Attention:

Description	Qty	U/M	Rate	Total
Well point area approx. 20' x 20' Remove 6' Chain Link Fence. Dig down to bottom as needed. Remove 2 existing 8" gate valve at bottom. Remove 2 existing check valves. Remove 2 existing pumps. Furnish and install 2 new 8" gate valves at bottom. Furnish and install 2 new check valves at top. Furnish and install piping needed to replace with gasket kits. Install 2 new pumps supplied by others. (Electric by others) Fill hole back in. Furnish and install new washed shell as needed. Re-install 6' Chain link fence. Remove well point system. Clean up area and haul away trash. Note: Electric done by others. Labor and Parts			32,160.00	32,160.00

Due to any unforeseen conditions all extras will be at cost plus basis. Excluded All Permits and Fees

Total \$32,160.00

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration of deviation from above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance Signature _____ Date _____ This Proposal may be withdrawn by us, if not accepted within _____ days.

Date of Acceptance: the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

1. **Requested Motion:**

Meeting Date: August 2, 2021

Special Event- Roar Offshore Boat Races to be held October 7-9, 2021

Why the action is necessary:

Ordinance 20-17

What the action accomplishes:

Allows for the event to happen.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Ordinance 20-17

4. **Submitter of Information:**

5. **Background:**

Requesting approval for a permit for Roar Offshore Boat Races October 7-9, 2021. 30,000 attendees expected. Requesting renting of parking spaces, waiver of open container for October 7, 2021 Thursday night from 5 pm to 10 pm.to include Times Square, Old San Carlos, First St, Second St, Third St, Fourth St and Fifth St. There are 2-3 private security guards on site Thursday through Sunday. Contingent on all approvals being received.

Attachments:

1. 211267 Roar Offshore Boat Races App
2. Additional Roar Offshore Information

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Patty Prevost, Code Supervisor/STR Coordinator
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 7/26/2021
Approved - 7/26/2021
Approved - 7/26/2021
Approved - 7/28/2021
Final Approval - 7/28/2021



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Fax: (239) 765-0909 Email: Specialevents@fmbgov.com



Name of event Roar Offshore Powerboat Races

Attach separate sheet of paper with detailed description of event

Date(s) and times of event October 7-9, 2021

Address of event Fort Myers Beach

Expected # of participants/attendees 30,000

Sponsoring Organization Please see the list of sponsors attached.

Organization address 492 Keenan Court Fort Myers, FL., 33919

Contact Person/Phone# Cynthia K Hill/239-238-0777

E-mail cyndee@roaroffshore.com

Amplified Music Y ☐ N ☒ 500 Ft Notifications Copy of Letter Hi Def printi

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

How many Spaces? How many hours The whole day

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

Letters of Permission to use Property Yes, see att

Letters of Permission to use Parking Yes Parking Plan Yes Lovers Key

Site Plan Yes Insurance Yes (Naming Town of FMB as Certificate Holder)

Requesting Water Y ☐ N ☒ Electric Y ☐ N ☒

Requires Council Approval:

Waiver of open container Y ☒ N ☐ Waiver of Town parking fees Y ☐ N ☒

Waiver of Noise Ordinance Y ☐ N ☒ Recurring Event Y ☒ N ☐

Applicant Signature

Printed Name

Cynthia K. Hill

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

April 27, 2021

Applicant to Complete:

Company managing trash removal: _____

No. of dumpsters: _____ Type of dumpsters: _____

Who is responsible for clean-up and payment: _____

City right-of-way Parking Use: _____ Number of spaces: _____

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202 Fax (239)765-0909

FMB Environmental Sciences remarks: _____

Approval: _____ Date: _____

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

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

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

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer

Tel (239)344-5627 Fax (850)412-0590

Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

Check list: Application _____ Site Plan _____ Description _____

Florida DEP approval: _____ **Date:** 7/23/2021

Turtle Time Inc.: Eve Haverfield

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

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

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

April 27, 2021

FORT MYERS BEACH FIRE DEPT

17891 San Carlos Blvd – 3rd Floor, Fort Myers Beach, FL 33931

Tel (239) 590-4210

Fax (239) 463-6761

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

Print Name_____
Approval Signature_____
Date

prevention@fmbfire.org – For Fire Department Handbook and additional application.

LEE COUNTY SHERIFF'S DEPT

15650 Pine Ridge Road, Fort Myers, FL 33908

Tel (239)477-1830

Fax (239)432-0268

Parking: _____

Deputies (how many?) _____

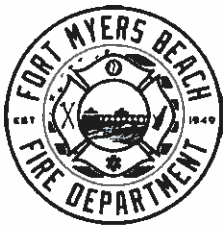
Traffic Control: _____

Fees: _____

Special Arrangements: _____

Print Name_____
Approval Signature_____
Date

April 27, 2021



FORT MYERS BEACH FIRE DEPARTMENT

100 VOORHIS STREET · FORT MYERS BEACH, FLORIDA 33931
MAILING ADDRESS: POST OFFICE BOX 2880 · FORT MYERS BEACH, FLORIDA 33932

Special Events Application and Guidebook

Event Type:

☐ Small Outdoor/Indoor Event	☒ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 7/23/2021		Date of Event:
Location: Fort Myers Beach, Salty Sam's Beasly's property and Gulf Yachtworks Marina		
Event Start Date/Time: October 7 2021		Event End Date/Time: October 9, 2021
Setup Date: October 6, 2021	Setup Time: 8:00 AM	Inspection Time:
Event Sponsor: TBD		
Sponsor Contact:	Sponsor Phone #:	Sponsor Email:
Anticipated Number of Attendees: 30,000	Anticipated Number of Event Workers: 100	
Will there be carnival or mechanical rides: No	Number of Stages: 0	
Total Number of Vendors: HI-Def	Total Number of Hot Food Vendors: None	
Number of Tents larger than 20 x 20: None	Number of 10 x 10 Tents: 11	

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

Hi Def printing Ben Kiesinger W:239424-8311

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors with full contact information must be provided to the Fort Myers Beach Fire Department. This information will include contact name, number, and e-mail. All inspection fees will be due at time of service. All fees must be paid prior to releasing any permit.

Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

- A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
- A life safety evaluation may be required based on the size of the event in accordance with the fire code.
- All vendors should review FMBFD guidelines, on our website at www.FMBFire.org
- Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Cynthia K Hill Submitting Party Name (Print) Submitting Party Name (Sign) Date: 7/23/2021	Administrative Use Only Date Received: Received By: Fees Due: Forwarded for Review:	Paid: ☐
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OUTDOOR FESTIVAL and SPECIAL EVENT GUIDEBOOK

The purpose of this guidebook is to establish responsibilities for event promoters, sponsors, vendors, and the Fort Myers Beach Fire Department (FMBFD).

Event Sponsor: The Event Sponsor assumes overall responsibility for overseeing the setup and activities of the event, and ensures compliance with all applicable fire and life safety codes.

The Event Sponsor shall:

1. Ensure completion and approval of all required permits from the Fort Myers Beach Fire Department – Division of Life Safety, Town of Fort Myers Beach and/or Lee County.
2. Provide a site plan to the FMBFD with the following information:
 - a. Name of all streets and areas that are included in the event.
 - b. Location(s) of fire lanes (minimum 20 feet) width.
 - c. Location of all stages, non-food booth vendors, food vendors, and all displays. Provide details for cooking operations and displays that use heat-producing appliances.
 - d. Identify all emergency exits.
 - e. Identify any fire hydrants that are in the vicinity of the event.
 - f. A list of all food vendors with the type of food and cooking method is required.
 - g. Event Sponsor is responsible for distributing a copy of the Fire Department's requirements to the hot food vendors.
 - h. Event radios (if used) shall be provided with a list of assigned channels.
 - i. **PARADE FLOATS:** Refer to float inspection/checklist provided on page 6 of this document.

Event Vendors: Event Vendors are responsible for the safe operation of their booth, display and/or attraction. All vendors shall coordinate with the Event Sponsor on the event setup, take down times, and ensure their setup complies with the following:

1. Fire lanes, fire department connections, and building access is clear and unobstructed.
2. Be prepared, at any time, for a fire inspection and correct any cited deficiencies prior to event start time.
3. Shall ensure all fire and life safety code requirements are maintained for the duration of the event.

Fire Department Special Event Staff: FMBFD staff will conduct an inspection on the special event prior to the scheduled start day and time. If required, correction notices shall be issued and a follow-up inspection will be required prior to opening. Fire inspections will include, but is not limited to, the following:

1. Hot food vendors – cooking operations, setup, extinguishing systems, fire extinguishers.
2. Fire Department Access – minimum 20 foot width; vertical clearance of 13.5 foot.
3. Access to fire hydrants, fire department connections, fire alarm panels, and command centers.
4. Event egress – accessible exits, required signage.
5. Rides and displays – inspect for safety and proper state certification tags.
6. Generators and propane tanks – location of fuel, stable base provided.
7. Stages – location of stage setup, extension cords used, fire extinguisher provided.
8. Non-Food vendors – setup, required fire extinguisher provided operations.
9. Beer and wine gardens – setup, exits marked, required fire extinguisher provided.
10. Pyrotechnic displays and open flame effects. **REQUIRES SEPARATE PERMIT** – Refer to permit application/checklist provided on page 8 of this document.

Pyrotechnic Displays and Open Flame Effects: Pyrotechnic displays require a separate permit from the FMBFD. Refer to permit application and checklist provided on page 7 of this document. The FMBFD shall review all open flame and theatrical flame effects. Open flame effects shall include, but are not limited to the following:

1. Fire dancing
2. Stage props and effects
3. Fire eating
4. Magic acts

Access for Fire Apparatus: During large events, it is important to maintain access points for apparatus. This includes not only fire trucks for suppression, but also other emergency vehicles including medical units. To ensure a safe event, all fire access requirements shall be enforced at all times.

Access through the event shall include the following:

1. A designated fire lane, no less than 20 feet wide with a vertical clearance of no less than 13.5 feet.
2. Access roads that exceed 150 feet with no exit, shall be provided with a means to turn around. A FMBFD representative shall approve all turning radiuses.
3. Any designated fire accesses shall be clearly identified with signage indicating "Fire Access – No Parking".

Access to Structures: Access to structures and walkways shall be provided as required by FMBFD. Identified access points shall be reviewed at the time of permit submittal and may vary depending on the building and the venue. Access to the following shall be required:

1. All exterior doors and openings
2. Fire control rooms
3. Fire pump rooms
4. Parking structures
5. Exterior utility distribution vaults

Access to Water Supplies: Event Sponsors, Vendors, and all other event staff shall be required to maintain a 15-foot clearance around all fire hydrants and other water supply connections. If a setup is found to be blocking access to water supplies the set-up shall be immediately relocated. Access to the following shall be maintained at all times:

1. Fire Hydrants
2. Fire Department Connections
3. Post indicator valves – fire backflows – OS&Y valves

Event Egress: This section shall apply to two (2) types of events:

1. Fenced events – commonly located in parks or other large open areas.
2. Blocked streets – commonly done at events where main streets and cross streets are closed.

Fenced Events: These events typically take place in a park or other large open area where the designated area for the event is closed off by temporary fencing.

1. The number of exits shall be in addition to what is defined as the main entrance of the event. Three (3) exits shall be provided when the site accommodates 1,000 to 3,000 attendees and four (4) exits shall be provided when the site accommodates more than 3,000 attendees.
2. Exits shall be spaced equally along the perimeter of the fence. The maximum travel distance between exits shall not exceed 400 feet of travel. Additional exits shall be added, if needed.
3. The width of exits on temporary fencing shall be no less than 48 inches or approximately one (1) panel width.
 - A. A member of security shall staff every exit. The security provider shall be able to provide a gate assignment roster upon request.
4. Emergency exits shall be marked by one (1) of the following:
 - A. Exit signs shall have a white background with contrasting red letters.
 - B. Exit signs shall measure, at a minimum, 18 inches x 24 inches.
 - C. Sign letters shall measure 12 inches in height.
 - D. Signs shall be placed at the top center of exit panels.

Blocked Streets: Some events will require that main or cross streets be blocked from vehicular traffic. These types of closures shall account for fire and emergency vehicles and public egress.

1. Exits shall be located at each end of any street closure. Cross streets shall also have emergency exit access.
2. A fire lane, no less than 20 feet wide and no less than 13.5 feet high, shall be maintained as designed by FMBFD.

TENTS, CANOPIES and TEMPORARY MEMBRANE STRUCTURES

Tents and canopies used for occupancy and/or cooking operations are subject to a fire inspection.

Sources of Ignition: Smoking is prohibited in or around tents, canopies, and temporary membrane structures. “No Smoking” signs shall be clearly posted. Fireworks, open flames, and any other device that is capable of igniting combustible materials shall not be used in any area in or around tents, canopies, and temporary membrane structures as well as around any combustible material. **Propane heaters are not permitted inside any enclosed area.**

Applications for any tent, canopy, or temporary membrane structure shall include the following:

1. A site plan with the proposed location of the tent including measurements showing distances to surrounding buildings, and/or property lines. A minimum 20-foot separation and fire access is required.
2. Proposed floor plan of the tent, showing the location and number of exits, fire extinguishers, stages, seating arrangements, tables and, any other items.
3. Certificates of flame retardant shall be submitted with the application and should be the manufacturers’ documentation attesting to the certification.
4. Any cooking and/or open flames.
5. Heaters and ventilation.
6. Items specific to the event should be included for review.

THE FMBFD MAY REQUEST SPECIAL EVENT APPLICANTS TO SUBMIT A LIFE SAFETY EVALUATION ALONG WITH AN FMBFD SPECIAL EVENT APPLICATION.

Life Safety Evaluation:

1. Name of event, participants, and projected number of attendees.
2. Access and egress movement, including crowd density problems.
3. Medical emergency mitigation plan.
4. Fire hazards.
5. Permanent and temporary structural systems.
6. Severe weather mitigation plan.
7. Civil or other disturbances mitigation plan.
8. Mitigation plan for a hazardous material incident within or near the facility.
9. Relationships among facility management, event participants, emergency response agencies, and others that have a role in the events taking place in the facility.

Please ensure that all items are addressed, any missing and/or incomplete evaluations will result in a delay and/or denial of the submitted application.

HOT FOOD VENDOR REQUIREMENTS

The use of food booths or food trucks is regulated by FMBFD. These requirements shall apply to single vendors, freestanding booths, and food trucks. Cooking within tents containing seating is subject to additional requirements. All food vendors are subject to inspection prior to the start of the event. *Failure to comply with the following regulations may result in closure until compliance is met.*

Flame Retardant Requirements: All sidewalls, drops, and tops of tents and canopies, shall be of flame resistant material or treated with a flame retardant application as recommended by the manufacturer.

Portable Fire Extinguishers: Each food booth shall have, at a minimum, one (1) – 2A:10BC fire extinguisher with a current state inspection tag from a licensed contractor. If there will be any deep fat frying or cooking that produces grease-laden vapors, a Class K fire extinguisher with a current state inspection tag from a licensed contractor, shall be provided in addition to the ABC type.

Vendor Location: Food booths shall have a clearance of at least 20 feet on two (2) sides. The booth shall not be located within 10 feet of any rides or devices. Cooking that produces sparks and/or grease-laden vapors shall not be conducted within 10 feet of a structure or combustible overhang.

Cooking Appliances: Any cooking appliance used shall be listed for its intended use.

1. Deep fat fryers are not permitted to be used under tents and shall be located at least 18 inches from the outside wall of the tent. If a fryer is to be used in conjunction with a Barbeque (BBQ), it shall be at least three (3) feet away from the BBQ. Use of fryers also requires a Class K fire extinguisher as outlined above.
2. BBQ's are not permitted to be used in food booths. In addition, any fuels are to be kept at least 10 feet away from any heat source. BBQ's that are in use shall be located at least 10 feet from a structure, combustible materials, and overhangs. BBQ's and other open flame devices located outside of a structure, shall be secured from falling and kept away from contact by the public.

Smoking: Smoking is prohibited at all times within food booths, or within 25 feet of any fuel source.

Generators: Generators shall be located a minimum of 20 feet from tents or canopies and isolated from the public by a means approved by the FMBFD.

1. Flammable liquid filled equipment shall not be used within temporary membrane structures, tents, or canopies.
2. Flammable and combustible liquids shall be stored outside and in approved/marked containers. Containers shall be located no less than 50 feet from temporary membrane structures, tents, or canopies.
3. Refueling shall be performed in an approved location not less than 20 feet from temporary membrane structures, tents, or canopies. **Refueling of hot generators is not permitted.**
4. A 2A:10BC fire extinguisher with a current state inspection tag is required for any operation with a generator.

Fuel: Fuel tanks (LPG) shall be stored outside of the structure. The tanks shall be secured (to prevent tipping) and located away from any public contact. The size of the tank is restricted to 25 pounds, unless prior approval is received from the FMBFD. Propane tanks, fittings, and hoses will be checked to ensure there are no leaks.

FLOAT INSPECTION/CHECKLIST

It is recommended that owners and/or operators be advised of their compliance with these regulations.

☐	Exhaust pipes on vehicles shall not come in contact with anything flammable on floats.
☐	Exhaust pipes shall be kept clear allowing for proper ventilation of fumes and preventing a carbon monoxide hazard.
☐	All dried vegetation, or similar items being used shall be fire resistant or treated with fire retardant materials. Documentation shall be forwarded to FMBFD for review.
☐	No smoking is permitted on or around any floats.
☐	No re-fueling of generator while generator is running or hot.
☐	All generators shall be secured and provided with a shut-off switch that is easily visible and accessible.
☐	Gasoline containers shall be UL listed type safety cans.
☐	All pull behind trailers and floats shall be equipped with a 2A:10BC fire extinguisher with a current state inspection tag from a licensed contractor. The fire extinguisher shall be mounted so that it is visible and easily accessible.
☐	All seating shall be properly secured to float.
☐	Trailer hitches shall be secured in the locked position by a tie strap or bolt.
☐	Trailers must have safety chains attached to tow vehicle.
☐	All extension cords shall be listed and approved for outdoor use.

Please remember that this list is subject to change and additional fire and life safety requirements may be required.

PYROTECHNICS PERMIT APPLICATION

Please be advised that application must be filed at least 30 days prior to the scheduled event. All permit fees must be paid prior to approval. Permits are non-transferable.

Date of Application: _____

Sponsoring Organization: _____

Phone/Emergency Contact Number: _____

Applicant/Company Name: _____

Phone/Emergency Contact Number: _____

Name and Address of technician: _____

Name(s) of assistants: _____

A copy of the technician's driver's license must be included along with a resume and three (3) references. Please include a copy of all assistants' drivers' licenses indicating they are a minimum of 18 years of age.

Date, Time and expected length of show: _____

Location of Display: _____

(Attach aerial site map showing required fall out and safety zones)

DISCHARGE DETAILS: Displays are only permitted to be electronically fired. Please provide detail on quantity, size, type, number of bursts (single/multiple) as well as a description of the display in the space below:

QTY	Size	Type	# of burst	Description of Display

The following documents/information must be submitted along with completed application:

1. Event Itinerary
2. Security/Fire Watch Agreement (if required)
3. Coast Guard Application and Approval Letter (if required)
4. FAA Application and Approval Letter (if required)
5. Aerial Site Plan indicating minimum setbacks/required radius, per NFPA Standard

Notification shall be given prior to the Life Safety Division arriving at the site with transport vehicle. Final approval is subject to an onsite inspection. The FMBFD reserves the right to deny or revoke any permit for unsafe conditions, acts, or non-compliance with provisions of applicable standards. Shows may be cancelled or delayed based on changes in weather or other conditions as deemed necessary by the onsite Life Safety Division representative.

TENT INSPECTION FORM/CHECKLIST

☐	Fire extinguishers shall be provided by each vendor with a current state inspection tag from a licensed contractor. (Minimum size permitted is 2A:10BC). Operations conducting deep-frying shall have a K Class fire extinguisher with a current state inspection tag.
☐	Propane tanks shall be installed not less than 5 feet from tents, properly secured, and identified.
☐	"No Smoking" signs shall be clearly posted.
☐	All tents larger than 100 square feet shall have the manufacturer's flame retardant tag affixed to the tent. (Must be clearly visible).
☐	Cooking under tents will be permitted ONLY when a manufacturer's flame retardant tag is affixed to the tent, the tent is not enclosed (on any side), and only persons preparing food are permitted under the tent. Any size tent that fails to have the affixed flame retardant tag may not be used to cook under.
☐	Heavy duty <u>grounded type only</u> extension cords may be used. Wiring shall not be frayed, damaged, or spliced.
☐	Temporary lights or lamps may be used, but must be UL Listed. Wiring shall not be frayed, damaged, or spliced.
☐	Exit signs and/or emergency lights (if required) must be clearly visible.
☐	Occupant load sign (if required) must be clearly visible.
☐	Tents shall not obstruct any fire department access.

Please be advised that FMBFD inspects tents for the safety of all parties involved. These are minimum safety requirements and all parties must be in compliance.

ORDINANCE NO. 20-17

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 22 OF THE FORT MYERS BEACH CODE OF ORDINANCES ENTITLED "SPECIAL EVENTS"; AND AMENDING PROVISIONS OF CHAPTERS 6, 14, AND 34 OF THE FORT MYERS BEACH LAND DEVELOPMENT CODE, PERTAINING TO SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the Town Council desires to update the Chapters of the Town of Fort Myers Beach Code of Ordinances and Fort Myers Beach Land Development Code regulating special events to clarify, improve, simplify, and create consistency among sections of the Code of Ordinances and Land Development Code; and

WHEREAS, the Town also recognizes that both its economy and the quality of life of its residents are enriched by the proper regulation of special events and temporary uses; and

WHEREAS, on December 1, 2020 the Local Planning Agency, after giving consideration to the staff recommendation, public testimony, and consistency with the Comprehensive Plan, recommended approval of the proposed amendment; and

WHEREAS, on December 7, 2020 the Town Council held a first reading of the proposed Ordinance; and.

WHEREAS, on January 19, 2021 the Town Council held a second reading of the proposed Ordinance; and.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:¹

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

^{1/} Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as ~~strikethrough~~.

Section 2. Chapter 22 of the Town of Fort Myers Beach Code of Ordinances entitled “Special Events” is hereby amended to read as follows:

Chapter 22 - Special Events

Sec. 22-1. - Definitions.

Political demonstration. A public gathering, procession or parade, the primary purpose of which is the exercise of the rights of assembly and free speech as guaranteed by the First Amendment to the Constitution of the United States.

Special event. ~~Any activity conducted on public or private property that will or has the potential to substantially affect the ordinary and customary use of beaches, public streets, rights of way, sidewalks, and other public forums, including any temporary activity conducted on private property that is not authorized by the certificate of use or certificate of occupancy issued for any business operating on the property where the activity is planned, or any temporary activity conducted on private property where the area of the activity coincides with parking spaces required for the operation of any business~~ An activity within the boundaries of the town of Fort Myers Beach which would inhibit the usual flow of pedestrian or vehicular travel or which occupies any public area or building so as to preempt use of said area by the general public or which deviates from the established use of said area of building, but such term does not include the following:

- (1) Any usual and customary noncommercial accessory use of a residential dwelling unit;
- (2) Any use or activity specifically approved by a development permit issued by the city; or
- (3) Private gatherings that will make no use of a public property other than for lawful parking;
- (4) ~~Any garage sale conducted in compliance with the requirements of this chapter.~~

Sec. 22-2. - Permit required.

No person or entity ~~can initiate, sponsor, organize, promote,~~ may conduct ~~or advertise~~ a special event unless a permit has been obtained from the town.

Sec. 22-3. - Exemptions from permit requirement.

The following do not require a special event permit:

- (1) Private events that will make no use of a public property other than for lawful parking.
- (2) Events conducted solely for the purpose of exercising a group's first amendment right of free speech and/or assembly. If an event has any commercial aspect, or is a political demonstration as defined in section 22-1, or requires the closure of roadways, sidewalks or the use of Town or County staff, then this exemption will not apply.

Sec. 22-4. - Fees.

All fees that relate to special events and special events permits will be as stated in the current Town of Fort Myers Beach Fee Schedule.

Sec. 22-5. - Permit fee exemption for special events conducted by the town.

The town is exempt from all permit fees relating to special events conducted by the town.

Sec. 22-6. – Types of events requiring a special event permit.

The following types of events will require a special event permit. Events, other than these specifically listed, may also require a special event permit.

- (1) Carnivals, Fairs, Festivals and Circuses;
- (2) Farmer's Markets and Flea Markets;
- (3) Art Shows;
- (4) Running, Walking or Bicycling Events;
- (5) Concerts;
- (6) Fireworks;
- (7) Parades;

(8) Similar events requiring off-site parking, street or sidewalk closures, sound amplification or use of public property or Town staff.

Sec. 22-67. - General criteria and limitations.

The following general criteria and limitations apply to special event permits:

(1) The activity proposed must be compatible with the surrounding land uses.

(2) An individual applicant may not receive a special event permit more than six times within a calendar year, provided, however, that the town council may grant businesses or entities approval for a recurring event permit that is not subject to this limitation (see section 22-7) and provided further that the town council has the authority to permit an individual applicant to exceed the six event annual limitation in its discretion.

(3) ~~For any special event that will include a temporary use regulated by LDC chapter 34 (see LDC sections 34-3041 through 34-3051) a temporary use permit may also be required.~~ For any special event that will take place all or in part upon the beach will be subject to all requirements contained in ~~LDC section 14-11~~ this chapter and any requirements of state or federal agencies relating to activities that take place on the beach.

(4) For any special event where alcoholic beverages will be sold, the applicant ~~must~~ may need to obtain a temporary one-day permit as ~~prescribed~~ described in LDC section 34-1264, as applicable. Applicants must obtain any required permits from the Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.

(5) The following types of special events must be approved by the town council:

- a. Special events with a duration of four days or more where alcohol will be served;
- b. Special events with an anticipated attendance of more than 500 people;

c. Recurring special events (see section 22-76);

d. Any special event that includes a waiver of the town's open container regulations (see Code chapter 4, article IV);

e. Special events held annually, once initially approved by town council, may be administratively approved by the town manager (i.e., without formal action by town council) for subsequent years, so long as they do not include a noise ordinance waiver request (~~see subsection (6)g~~) of this section, or a material change in the nature of the annual special event. Material changes include an anticipated increase in attendance of ten percent or more, an increase of the area of the special event of ten percent or more; changes or additions to the parking plan for the special event; or other changes as determined in the sole discretion of the town manager;

f. Special events for which a waiver of ~~parking or other town~~ fees is requested. If the waiver was previously approved by the town council in conjunction with approval of a recurring special event or annual event and special event is subject to administrative approval, then the related waiver may also be administratively approved; and

g. Special events for which a waiver of the ~~Fort Myers Beach Noise Ordinance~~ noise regulations is requested.

h. Special events, which require the closure of streets or sidewalks.

(6) Special events that occur on or near the beach or dune.

a. Due to the potential for adverse impacts, certain special event activities may not be compatible with sea turtle nesting areas. In some cases, this is due to the type of activity where permit conditions alone cannot provide adequate protection. In other cases, the density of sea turtle nesting prevents certain activities from being conducted safely.

b. Special events that occur on or near the beach or dune, or where lighting from the special events directly or indirectly illuminates sea turtle habitat, may contain special conditions for protection of the beach, dune and sea turtles. These conditions are in addition to the basic requirements of the town's special events permit provisions, which must still be met in full.

1. Along with the regular application for an event permit, a site plan must be submitted depicting the property corners and the dimensions of the area where the event is proposed to occur, the location of existing vegetation, structures, and any existing sea turtle nests, and a summary of the activities proposed. A lighting plan that includes the location, number, type, wattage, orientation, and shielding for all proposed artificial light sources that will be used must also be submitted. All lighting must be in compliance with §14-75 of the Fort Myers Beach Code of Ordinances.

2. Prior to the granting or denying of the application, an on-site inspection will be conducted to determine if the proposed event conforms to the requirements of this section and if any native vegetation or sea turtle nests exist to be protected.

3. Based upon the information contained in the application and the site inspection, the application shall be approved or denied.

4. Site-specific conditions may be attached to the permit relating to identifying, designating, and protecting any existing vegetation and sea turtle nests in accordance with this code. These conditions are in addition to the following standard permit conditions for all special events on the beach:

i. During the sea turtle season (May 1 through October 31), special

event activities including construction shall be confined to daylight hours and shall not begin before 8:00 a.m. or before completion of daily monitoring for turtle nesting activity by a FWC-authorized marine turtle permit holder, whichever occurs first. However, no activity shall take place until after a daily sea turtle nest survey is conducted as indicated below.

ii. During sea turtle nesting season (May 1 through October 31), the permittee is responsible for ensuring that a daily sea turtle nest survey, protection, and monitoring program is conducted throughout the permitted special events area. Such surveys and associated conservation measures shall be completed after sunrise and prior to the commencement of any activity. The sea turtle survey, protection, and monitoring program shall be conducted only by individuals possessing appropriate expertise in the protocol being followed and a valid F.A.C. Rule 68-E permit issued by the FWC. To identify those individuals available to conduct marine turtle nesting surveys within the permitted area, please contact the FWC, Bureau of Imperiled Species Management, at (850) 922-4330.

iii. All turtle nests will be marked with wooden stakes, flagging tape, and a FWC sea turtle nest sign. No activities (including the placement of equipment or the storage of materials) are allowed within 30 feet of the marked nest. The permittee shall ensure that all personnel are briefed on the types of marking utilized and be able to easily contact the

individual responsible for the nest survey to verify any questionable areas.

5. A violation of the special or standard conditions will automatically invalidate the permit. Periodic compliance inspections will be conducted to insure compliance with the permit conditions and this article.

6. The release of balloons is prohibited in accordance with F.S. § 372.995, except as permitted by that statute.

Sec. 22-78. - Recurring special events.

To qualify as a recurring event, the event must be the same type of event and must be held in the same location. Examples of a recurring event include, but are not limited to, farmers' markets, "sunset celebrations," and music or art themed events. Recurring special events are subject to the following requirements:

- (1) Each event must be held at the same location at the same time of day.
- (2) All dates for the recurring event must be listed on the original application.
- (3) Each individual event must be of the same genre with similar anticipated attendance.
- (4) A recurring special event may not occur more often than weekly over a period of one year based upon a single application.

Sec. 22-89. - Application requirements.

- (a) Any person or entity seeking issuance of a special event permit must file a written application with the town manager on forms provided by the town.
- (b) If any town council actions are required in connection with a planned special event, the application for the permit must be filed at least 60 days prior to the date of the planned event.

(c) Applications for special event permits that do not require town council action must be filed at least 15 days prior to date of the planned event.

(d) Incomplete applications will not be processed for approval.

(e) Applications received less than the specified days before the date of the planned event, may be accepted at the discretion of the town manager. If the late application is accepted, the town manager has the discretion to impose additional permit fees, as per the Town of Fort Myers Beach Fee Schedule, to facilitate timely review and approval.

(f) A complete permit application must include, but may not be limited to, the following:

(1) The name of the special event and its purpose in general terms.

(2) The name(s) of the person(s) or organization(s) sponsoring the special event, together with the addresses and telephone numbers of all such persons or organizations.

(3) The proposed date or dates of the special event.

(4) The expected number of persons who will attend the event.

a. Events with an anticipated attendance exceeding 500 people requires approval by the Town Council.

(5) The specific location(s) within the town where the special event is to be held. The applicant must submit a general site plan that identifies the area(s) of the property used for the event activities, any and all tents, canopies, recreational vehicles, or accessory structures that are to be utilized in connection with the special event activity. A parking plan must be included as part of the special event permit application. The location of any parking and accessory structures may not obstruct traffic or violate any applicable town, county or state laws.

(6) In instances where a proposed special event will be held within 500 feet of residential property and will include any amplified sound, the applicant shall provide notice to

such owners and advise them of the nature of the event and the dates and times when the event will be held. The 500 feet shall be measured from the perimeter of the site where the event will take place and for condominium properties, a single written notification to the condominium association will be sufficient. The notification shall advise the owner of their right to submit a letter of objection to the town manager, and shall include the date by which any such letter of objection must be submitted.

(7) Whether any street closings are requested and, if so, which streets and the times when they will be closed.

a. A request to close any streets requires approval by the Town Council.

(8) Whether any alcoholic beverages will be sold or served. If alcoholic beverages will be sold the applicant must obtain all necessary permits as described in section 22-67.

a. A request to waive the Town's open container regulations requires approval by the Town Council.

b. Any event four days or longer and where alcohol will be served requires approval by the Town Council.

(9) If any entertainment will be included, details as to the type of entertainment, times and location must be provided.

(10) Whether utility services such as electrical power or water will be required.

(11) ~~Whether the applicant is requesting have a banner hung in association with the event, see section 22-15. A proof of the proposed banner is required~~ All proposed signage shall be in compliance with Chapter 30 Signs of the Land Development Code. The applicant shall provide application for signs or shall propose signs exempt from the ordinance per LDC Sec 30-6.

(12) Proof indicating approval of the event from all applicable outside state and local agencies.

(13) In instances when the sound emanating from a proposed special event is anticipated to exceed the limits

established in Code Section 14-23 of the Fort Myers Beach Code of Ordinances, the applicant must provide proof of application for a waiver for relief from the maximum allowable noise levels in accordance with section 14-25 of the Fort Myers Beach Code of Ordinances. As part of the waiver application process, the applicant is required to provide notice to all property owners within 500 feet of the location of the proposed special event, advising them of the nature of the event and the dates and times when the event will be held. The 500 feet is measured from the perimeter of the site where the special event will take place; and for condominium properties, a single written notification to the condominium association is sufficient.

a. A request to waive the noise regulations requires approval by the Town Council.

~~(14) Proof of application for approval of any temporary use permits required in conjunction with the special event, see sections 34-3041-34-3051 of the Fort Myers Beach Land Development Code.~~

~~(154) An affidavit, signed by the applicant, that all the information provided in the application is a complete and accurate description of the proposed event and that permission has been obtained from the owner of any land upon which the special event is to be held, unless the event is to be held exclusively on public property.~~

~~(16) An affidavit, signed by the applicant, that permission has been obtained from the owner of any land upon which the special event is to be held, unless the event is to be held exclusively on public property.~~

~~(175) The town manager has the authority to require any reasonable additional information from the applicant that the town manager deems necessary.~~

Sec. 22-910. - Review of application.

Upon receipt of an application that contains all of the items listed in section 22-82 and required application fees, the town manager will forward copies of the application to all affected town departments for their review.

(1) If the special event permit can be approved by the town manager administratively, the town manager will grant or deny an application for a special event permit within ten days of receipt of a complete application.

(2) Special event permits requiring town council action will be scheduled for consideration at the next regularly scheduled town council meeting.

(3) The town manager and town council have the right to place conditions on a special event permit to mitigate any anticipated adverse effects on nearby properties.

Sec. 22-1011. - Grounds for denial.

(a) The town manager or town council may deny an application for a special event permit if the applicant, or the person on whose behalf the application for a permit was made, has on a prior occasion made a material misrepresentation regarding the nature or scope of an event or activity previously permitted by a special event permit, or, who has previously violated the terms of a prior special event permit, issued to or on behalf of the applicant. An application for a special event permit may also be denied for any of the following reasons:

(1) The application for a special event permit (including any required attachments and submissions) is not fully completed and properly executed;

(2) The applicant has not tendered the required application fee, if any, with the application or has not tendered any other required fees, indemnification agreement, insurance certificate, or security deposit, if any, within the times prescribed by the town manager;

(3) The application contains a material falsehood or misrepresentation;

(4) The applicant or the person on whose behalf the application for the special event permit has been made has on prior occasions damaged town property and has not paid in full for such damage, or has other outstanding and unpaid debts to the town;

(5) A fully executed prior application for a special event permit for the same time and place has been received, and a

special event permit has or will be granted to the prior applicant, authorizing uses or activities which do not reasonably permit multiple occupancy of the area where the event is proposed to be held;

(6) The use or activity intended by the applicant will conflict with previously planned programs organized or conducted by a governmental agency and previously scheduled for the same time and place;

(7) The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the public;

(8) The applicant has not complied or cannot comply with applicable licensure requirements, laws, ordinances or regulation of the state, the county or the town concerning the sale or offering for sale of any goods or services; or

(9) The use or activity intended by the applicant is prohibited by state or federal law or by ordinances or regulations of the county or the town.

(b) If the special event application is denied, the applicant is not entitled to receive any reimbursement from the town for any costs incurred during the application process, including the application fee.

Sec. 22-1112. - Notification of denial and right of appeal.

(a) Any applicant who is denied a special event permit by the town manager will be notified in writing. Said notification will state the reasons for the denial and the right of appeal to the town council, and will be sent by registered mail to the applicant.

(b) The applicant will have ten days from receipt of the written notification of permit denial to request an appeal hearing before the town council. If the appeal cannot be heard by the town council prior to the date when the event is scheduled to be held, the filing of an appeal will not entitle the applicant to conduct the event on that date but, if the appeal is successful, the applicant may hold the event on a rescheduled date that is after the town council meeting at which the appeal was heard.

(c) An appeal of the decision of the town council may be made to the circuit court by filing a petition for writ of certiorari as

provided for under the Florida Rules of Appellate Procedure. A decision of the town council will be deemed to have been rendered on the date the town council votes to either grant or deny the appeal.

Sec. 22-~~12~~13. - Litter.

(a) Special event permit holders are responsible for ensuring that the area where the event is held is free of all litter and debris within 24 hours of the time the special event ends. Events that span more than a 24-hour period are responsible for removing all garbage and litter at the end of each day.

(b) In the event this section is not complied with, the town manager has the authority to contract with a cleaning service and the cost of the cleanup will be the responsibility of the permit holder and, if not promptly paid, may be deducted from any required security deposit (~~see section 22-14~~).

Sec. 22-~~13~~14. - Security for unpaid expenses.

The town manager may require the posting of a security deposit, or other form of security acceptable to the town, to ensure that any unpaid expenses or damages incurred as a result of the event are satisfied.

Sec. 22-~~14~~15. - Indemnification and liability insurance.

(a) Prior to the issuance of the special event permit, the applicant is required to execute an indemnification and hold harmless agreement in a form acceptable to the town attorney.

(b) Prior to the issuance of the special event permit, the applicant is required to obtain, at its sole expense, public liability insurance, with minimum limits as required by the town, that includes coverage for any town property utilized and naming the town as an additional insured.

~~Sec. 22-15. - Signage.~~

~~(a) All signage relating to special events must comply with LDC chapter 30.~~

~~(b) Banners across Town of Fort Myers Beach rights-of-way. Special event permit applicants may request to hang a banner advertising the special event across the Town of Fort Myers Beach right of way at the base of the Sky Bridge. All banners must be~~

~~approved by town manager. Banners may not contain any commercial information for the purpose of advertising anything other than the special event. Banners will not be approved until approval has been obtained for the associated special event. Banners are hung on a on a first come first served basis. Banners may hang for a period of two weeks prior to the event; provided, however, that the town manager may permit a banner to be hung for a period of up to four weeks if availability allows. All banners must have grommets that are no less than two feet apart on the top and bottom. Banners can be no larger than 16 feet in width and three feet high.~~
(e) ~~For any special event where a requested road closure has the potential to affect a sizeable segment of the community, notice of such closure must be provided to the public at least five days prior to event if variable message signs are utilized or 14 days prior to an event if static signs are utilized. Type and placement of signs will be determined by public works director. The applicant is responsible for any fees associated with the static signs or variable message boards.~~

Sec. 22-16. - Revocation.

The town manager has the authority to revoke a special event permit issued pursuant to this chapter upon violation of any of the requirements contained in the permit or in this Code or the LDC.

Section 3. Section 6-366 of Chapter 6 of the Town of Fort Myers Beach Land Development Code is hereby amended to read as follows:

Sec. 6-366. - Location of construction near beaches.

(a) Except for beach renourishment and for minor structures such as lifeguard support stands and beach access ramps, all construction must be located a sufficient distance landward of the beach to permit natural shoreline fluctuations and to preserve dune stability. In addition to complying with all other provisions of this code, major structures must be built landward of the 1978 coastal construction control line except where a major structure may be specifically allowed by this code to extend across this line. The 1978 coastal construction control line is depicted on the Future Land Use Map as the seaward edge of land-use categories allowing urban development and as the landward edge of the recreation land-use category. This line is also the landward edge of the EC (Environmentally Critical) zoning district.

(b) Occasional minor structures are permitted by right in the EC zoning district if they are placed on private property and do not alter

the natural landscape or obstruct pedestrian traffic (examples are mono-post shade structures, movable picnic tables, beach volleyball courts, and similar recreational equipment, see § 34-652 of this LDC). Artificial lighting and signs may not be installed in the EC zoning district unless approved by special exception or as a deviation in the planned development rezoning process or unless explicitly permitted by §§ 14-5 or 27-51 of this LDC.

(1) Other provisions of this code provide for certain other minor structures in the EC zoning district:

a. Perpendicular dune walkovers are permitted by right in accordance with § 10-415(b) and subsection (d), below.

b. Some temporary structures such as tents may be permitted through a ~~temporary use permit~~ for special events ~~permit held on the beach~~, in accordance with ~~§ 14-11 of this LDC~~ Ch. 22 of the Code.

c. Licensed beach vendors may place rental equipment and/or a temporary movable structure in accordance with § 14-5, Ch. 27, and § 34-3151 of this code.

Section 4. Section 14-11 of Chapter 14 of the Town of Fort Myers Beach Land Development Code is hereby repealed:

~~Sec. 14-11. Special events on the beach.~~

~~(a) Special events on the beach are any social, commercial, or fraternal gathering for the purpose of being entertained, instructed, viewing a competition, or any other reason that would bring them together in one location that normally would not include such a concentration of people on or near the beach.~~

~~(b) Special events on the beach are temporary, short term activities, which may include the construction of temporary structures; temporary excavation, operation, transportation, or storage of equipment or materials; and/or nighttime lighting that is visible seaward of the coastal construction control line (CCCL). Generally, activities within this category include, but are not limited to: sporting events (e.g., volleyball, personal watercraft races, offshore powerboat races), festivals, competitions, organized parties (e.g., weddings), promotional activities, concerts, film events, balloon releases, and gatherings under tents.~~

~~(c) Due to the potential for adverse impacts, certain special event activities may not be compatible with sea turtle nesting areas. In some cases this is due to the type of activity where permit conditions alone cannot provide adequate protection. In other cases the density of sea turtle nesting prevents certain activities from being conducted safely.~~

~~(d) Special events that occur on or near the beach or dune, or where lighting from the special events directly or indirectly illuminates sea turtle habitat, may contain special conditions for protection of the beach, dune and sea turtles. These conditions are in addition to the basic requirements of the town's special events permit provisions, which must still be met in full.~~

~~(1) Along with the regular application for an event permit, a site plan must be submitted depicting the property corners and the dimensions of the area where the event is proposed to occur, the location of existing vegetation, structures, and any existing sea turtle nests, and a summary of the activities proposed. A lighting plan that includes the location, number, type, wattage, orientation, and shielding for all proposed artificial light sources that will be used must also be submitted. All lighting must be in compliance with § 14-75.~~

~~(2) Prior to the granting or denying of the application, an on-site inspection will be conducted to determine if the proposed event conforms to the requirements of this section and if any native vegetation or sea turtle nests exist to be protected.~~

~~(3) Based upon the information contained in the application and the site inspection, the application shall be approved or denied. approve or deny the application.~~

~~(4) Site-specific conditions may be attached to the permit relating to identifying, designating, and protecting any existing vegetation and sea turtle nests in accordance with this code. These conditions are in addition to the following standard permit conditions for all special events on the beach:~~

~~a. During the sea turtle season (May 1 through October 31), special event activities including construction shall be confined to daylight hours and shall not begin before 8:00 a.m. or before completion~~

~~of daily monitoring for turtle nesting activity by a FWC-authorized marine turtle permit holder, whichever occurs first. However, no activity shall take place until after a daily sea turtle nest survey is conducted as indicated below.~~

~~b. During sea turtle nesting season (May 1 through October 31), the permittee is responsible for ensuring that a daily sea turtle nest survey, protection, and monitoring program is conducted throughout the permitted special events area. Such surveys and associated conservation measures shall be completed after sunrise and prior to the commencement of any activity. The sea turtle survey, protection, and monitoring program shall be conducted only by individuals possessing appropriate expertise in the protocol being followed and a valid F.A.C. Rule 68 E permit issued by the FWC. To identify those individuals available to conduct marine turtle nesting surveys within the permitted area, please contact the FWC, Bureau of Imperiled Species Management, at (850) 922-4330.~~

~~c. All turtle nests will be marked with wooden stakes, flagging tape, and a FWC sea turtle nest sign. No activities (including the placement of equipment or the storage of materials) are allowed within 30 feet of the marked nest. The permittee shall ensure that all personnel are briefed on the types of marking utilized and be able to easily contact the individual responsible for the nest survey to verify any questionable areas.~~

~~(5) A violation of the special or standard conditions will automatically invalidate the permit. Periodic compliance inspections will be conducted to insure compliance with the permit conditions and this article.~~

~~(6) The release of balloons is prohibited in accordance with F.S. § 372.995, except as permitted by that statute.~~

Section 5. Section 34-2 of Chapter 34 of the Town of Fort Myers Beach Land Development Code is hereby amended to read as follows:

Sec. 34-2. - Definitions

Garage sale or yard sale mean an informal sale of used household or personal articles, such as furniture, tools, or clothing, held on the seller's own premises, or conducted by several people on one of the sellers' own premises. ~~Garage and yard sales are limited to not more than one week in duration, with sales limited to two garage or yard sales per year.~~ See *Residential accessory use*.

Use, temporary means a use or activity ~~which~~ that is permitted only for a limited time, which will not inhibit the usual flow of pedestrian or vehicular travel on public rights-of-way, subject to specific regulations and permitting procedures. See article IV, division 37 of this chapter.

Section 6. Section 34-2441 of Chapter 34 of the Town of Fort Myers Beach Land Development Code is hereby repealed:

~~Sec. 34-2441. Special events defined.~~

~~A special event is any social, commercial, or fraternal gathering for the purpose of entertaining, instructing, viewing a competition, or for any other reason that would assemble an unusual concentration of people in one location. Specifically excluded from this definition are any gatherings formed and/or sponsored by any recognized religion or religious society. Sec. 34-2442. Permits for special events.~~

~~(a) The Town of Fort Myers has established a permitting process for special events through Ordinances Nos. 98-01 and 00-16 and any future amendments.~~

~~(b) No person, corporation, partnership, or other entity shall advertise or sell or furnish tickets for a special event within the boundaries of the town, and no such event shall be conducted or maintained, unless and until that person or entity has obtained a permit from the town to conduct such event.~~

~~(c) Special events on the beach shall also comply with § 14-11 of this code.~~

Section 7. Section 34-3041 of Chapter 34 of the Town of Fort Myers Beach Land Development Code is hereby amended to read as follows:

Sec. 34-3041. - Generally.

(a) *Purpose.* The purpose of this subdivision is to specify regulations applicable to certain temporary uses which, because of their impact on surrounding land uses, require a temporary use permit.

(b) *Permit required.* No temporary use shall be established until a temporary use permit has been obtained from the director in accordance with the requirements of ~~§ 34-3050~~ this chapter. ~~Some temporary uses may qualify as special events that are regulated by Ordinance No. 98-01 as amended, or may qualify as special events on or near the beach, which are further regulated by § 14-11 of this code. Ch. 22.~~ A temporary use permit must be obtained for the following uses in compliance with these requirements:

(1) Christmas tree sales lots for up to 45 days prior to the holiday;

(2) Holiday, seasonal or annual sales lots for up to 30 days;

(3) Temporary promotional activities involving the sale and promotion of goods and services available at a business on the premises, subject to the following:

a. Activities that obstruct private parking or are held on the adjacent public sidewalk may be held for up to three consecutive days up to three times per calendar year.

b. Activities that do not obstruct parking and are held on private property may be held for up to ten consecutive days up to three times per calendar year.

c. Outdoor display of merchandise, not associated with a temporary promotional activity shall be in compliance with LDC Sec 34-678 Outdoor display and sales of merchandise and food.

~~(4) Garage sales or yard sales, with a maximum of two permits per parcel per year for a maximum of three consecutive days. Garage sale permits will be free of charge.~~

(5) Construction projects which require storage, parking areas, construction trailers, site screening and/or any other temporary activities during construction of the project and which terminate upon completion of the project.

(6) Temporary wireless communications facilities, as are necessary to meet demand, for up to six (6) months.

(7) One-day permits for consumption of alcohol on-premises associated with a temporary event.

(8) Other similar uses of a temporary nature.

(c) *Lighting.* No permanent or temporary lighting shall be installed without an electrical permit and inspection.

(d) *Time limit.*

(1) All temporary uses shall be confined to the dates specified by the director, on the temporary use permit; provided, however, that:

a. ~~Except as provided for seasonal parking lots in §§ 34-2022 of this chapter and for other uses where specifically provided in §§ 34-3043 through 34-3048 of this chapter, the director may not authorize a temporary use for more than 30 days; and~~ If no time period is specified on the temporary use permit, then the temporary use permit will expire and the use must be abated within 30 days from the date of issuance.

b. ~~If no time period is specified on the temporary use permit, then the temporary use permit will expire and the use must be abated within 30 days from the date of issuance.~~

(2) A temporary use permit may not be renewed or reissued to the same applicant or on the same premises for a similar use more than three (3) times per year. ~~for a period of six months from the date of expiration of the previous temporary use permit.~~

(e) *Hours of operation.* Hours of operation shall be confined to those specified in the permit.

(f) *Cleanup.* The site shall be cleared of all debris at the end of the temporary use and all temporary structures shall be removed within 48 hours after termination of the use. A cash bond of a minimum of \$25.00 and not to exceed \$5,000.00 or a signed contract with a disposal firm may be required as a part of the application for a temporary use permit to ensure that the premises will be cleared of all debris during and after the event.

(g) ~~*Traffic control.* Traffic control as may be required by the county sheriff's department and the county department of transportation shall be arranged and paid for by the applicant. Signs. A sign permit may be required for any proposed signs.~~

(h) ~~*Damage to public right of way.* A cash bond of a minimum of \$25.00 and not to exceed \$5,000.00 may be required to ensure the repair of any damage resulting to any public right of way as a result of the event. In lieu of. Any proposed use, which exceeds the criteria or regulations of this code subdivision, may apply for a Special Event permit.~~

Section 8. Sections 34-3042, 34-3043, 34-3044, 34-3045, 34-3046, 34-3047, 34-3048, and 34-3055 of Chapter 34 of the Town of Fort Myers Beach Land Development Code are hereby repealed:

~~**Sec. 34-3042. Carnivals, fairs, circuses and amusement devices.**~~

(a) ~~Location of amusement devices and other structures. Refer to §§ 34-2142(a) and (b) above, for setback requirements.~~

(b) ~~Off-street parking. Refer to § 34-2020(d)(3)g. of this chapter for off-street parking requirements.~~

(c) ~~Hours of operation. The hours of operation shall be limited to 10:00 a.m. to 10:00 p.m., unless otherwise extended by the director in writing.~~

(d) ~~Special event permit. In addition to a temporary use permit, a carnival, fair, circus, or amusement device, or other event may be subject to the provisions of the town's Special Events Ordinance No. 98-01, as amended (see also division 34 of this article). Ch. 22.~~

~~**Sec. 34-3043. Christmas tree sales.**~~

(a) ~~Christmas tree sales may be permitted in any commercial district, provided that:~~

~~(1) No parking lot required for another use shall be used for display of trees; and~~

~~(2) Temporary off-street parking for at least five vehicles shall be provided utilizing an existing or approved parking lot entrance or driveway.~~

~~(b) The maximum length of time for display and open lot sales shall be 45 days.~~

~~Sec. 34-3044. Temporary contractor's office and equipment storage shed.~~

~~A contractor's office or construction equipment shed may be permitted in any district where use is incidental to an ongoing construction project with an active building permit or development order. Such office or shed shall not contain sleeping or cooking accommodations. The contractor's office and construction shed shall be removed within 30 days of the date of final inspection for the project.~~

~~Sec. 34-3045. Alcoholic beverages.~~

~~Temporary one-day permits for the service of alcoholic beverages may be permitted in accordance with § 34-1264(d) of this chapter.~~

~~Sec. 34-3046. Temporary use of mobile home.~~

~~(a) Rehabilitation or construction of residence following disaster:~~

~~(1) When fire or disaster has rendered a single-family residence unfit for human habitation, the temporary use of a mobile home or recreational vehicle located on the single-family lot during rehabilitation of the original residence or construction of a new residence may be permitted subject to the regulations set out in this section:~~

~~(2) The maximum duration of the use shall be 18 months after the date the President of the United States issues a disaster declaration. If no disaster declaration is issued, the maximum duration of the use is six months. The director may extend the permit once for a period not to exceed 60 days in the event of circumstances beyond the control of the owner. Application for an extension shall be made prior to expiration of the original permit.~~

~~(b) Rehabilitation or construction of damaged business or commercial uses following disaster.~~

~~(1) Business or commercial uses damaged by a major or catastrophic disaster that are necessary for the public health and safety or that will aid in restoring the community's economic base may be permitted to use a mobile home or similar type structure to carry out their activities until the damaged structure(s) is rebuilt or replaced according to applicable development or redevelopment regulations.~~

~~(2) The maximum duration of the temporary use is nine months after the date the President of the United States issues a disaster declaration. If no disaster declaration is issued, the maximum duration of the use is six months. The director may extend the permit once for a period not to exceed 60 days in the event of circumstances beyond the control of the owner. Application for an extension shall be made prior to expiration of the original permit.~~

~~(c) Conditions for use.~~

~~(1) Required water and sanitary facilities must be provided.~~

~~(2) The mobile home or recreational vehicle shall be removed from the property within ten days after the certificate of occupancy is issued for the new or rehabilitated residence, business, or commercial use, or upon expiration of the temporary use permit, whichever occurs first.~~

~~Sec. 34 3047. Temporary telephone distribution equipment.~~

~~Telephone distribution equipment may be granted a temporary use permit during planning and construction of permanent facilities, provided that:~~

~~(1) The equipment is less than six feet in height and 300 cubic feet in volume; and~~

~~(2) The maximum length of the use shall be six months, but the director may extend the permit once for a period not to exceed six additional months in the event of circumstances beyond the control of the telephone company.~~

~~Application for an extension shall be made at least 15 days prior to expiration of the original permit.~~

~~Sec. 34-3048. Ancillary temporary uses in parking lots.~~

~~(a) The following ancillary temporary uses may be permitted in parking lots upon application and issuance of a temporary use permit (see § 34-3050 of this chapter):~~

- ~~(1) Seasonal promotions.~~
- ~~(2) Sidewalk or parking lot sales.~~
- ~~(3) Fairs and carnivals (see § 34-3042 of this chapter).~~
- ~~(4) Tent sales.~~
- ~~(5) Flea markets by nonprofit organizations.~~
- ~~(6) Welcome stations in accordance with § 34-3051 of this chapter.~~

~~(b) In approving a temporary use permit, the director shall require that the area of the lot to be used is clearly defined and that the use will not obstruct pedestrian and vehicular movements to portions of the lot not so used.~~

~~Sec. 34-3055. Special events.~~

~~(a) A special event is any social, commercial, or fraternal gathering for the purpose of entertaining, instructing, viewing a competition, or for any other reason that would assemble an unusual concentration of people in one location.~~

~~(b) See division 34 of this chapter for a summary of permitting rules for special events.~~

Section 9. The Town Council intends that the provisions of this ordinance be made a part of the Fort Myers Beach Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the Town Manager without further process.

Section 10. Whenever the requirements or provisions of this ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

Section 11. 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 12. This ordinance shall become effective upon adoption by the Town Council.

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

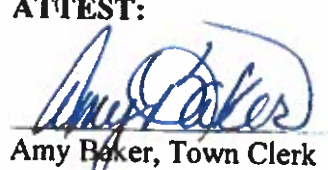
Raymond P. Murphy, Mayor	Excused
Rexann Hosafros, Vice Mayor	Aye
Dan Allers, Council Member	Aye
Jim Atterholt, Council Member	Aye
Bill Veach, Council Member	Aye

ADOPTED this 19th day of January, 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

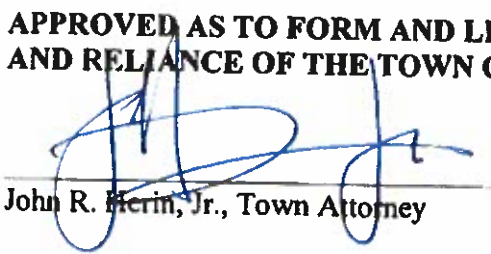
TOWN OF FORT MYERS BEACH


Rexann Hosafros, Vice Mayor

ATTEST:


Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:**


John R. Merin, Jr., Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this 21 day of January, 2021.



POLICE AND FIRE

Designated Point of Contacts:

Captain Bryan Perera-Lee County Sheriff's Office Liason POC
email: BPerera@sheriffleefl.org phone: 239-791-9694

Michael Shepherd- Roar General Liason POC
email: Mshepherd@yaho.com phone: 573-434-0611

Tim Hill-Roar General Liason POC
email: tim@roaroffshore.com phone: 630-363-1986

Stu Slotnick-OPA- on water liason POC
email: nrloc@dmil.com phone: 979-868-6701

Ray LaBadie—Roar dry pits Liason POC
email: rab@verison.net phone:941-468-3050

Ralph Young- Roar wet pits Liason POC
email: capt.ralph.young@gmail.com phone: 941-662-5114

All communication between Liasons will be determined by Cheif Scott Wirth.

Roar Offshore communications are separate from Public Safety Communications. All liasons will use 911 to report emergencies without delay. Call 911 immediately and then take the time to notify the rest of the Roar Offshore officials.

Questions from public on access:

Event staff and volunteers encountering the general public demanding access to the event site without paying are instructed to explain the event is fully permitted by the town, county and state, which provides us the ability to block off, secure and charge an admission fee. Event staff and volunteers are instructed to "NOT" be confrontational and immediately contact event management, who are available by cell phone or two way radio.

Medical Emergency mitigation plan

MERT is scheduled to be on-site during the the event.

Event staff is trained to immediately notify MERT and/or call 911 in case of emergency.

Roar Offshore Powerboat Races

Fort Myers Beach

Fire & EMS Safety Plan

The Fort Myers Beach Fire Department (FMBFD) and Lee County Emergency Medical Services (LCEMS) will join forces to provide Fire / EMS protection for all three days of the Roar Offshore Powerboat Races event. The following list identifies the level of resources determined appropriate to cover the event each day with Fire and EMS resources only. There will be additional resources required from the Life Safety Division of the Fort Myers Beach Fire Department.

Thursday

Race Village - The event begins on Thursday with the racing teams arriving at "Race Village" throughout the day. During this time, spectator attendance is expected to be fairly minimal with up to 1,000 people in the Race Village area at any one time. Therefore, no special detail Fire / EMS resources are identified. However, the Life Safety Division will likely be required to inspect the setup for fire code compliance.

The Life Safety Division of the FMBFD will be present to inspect the event for compliance to the plan approved during the permitting process.

Block Party – The block party will cover the Times Square area with anticipated crowds of approximately 5,000 people. Special detail resources will be required to cover this influx of people. All resources for this portion of the event shall be provided by FMBFD. The resources allocated to fire / EMS protection include:

- One (1) FMBFD fire engine with four (4) personnel – **Special Detail**
- One (1) FMBFD ALS UTV with two (2) personnel – **Special Detail**
- One (1) FMBFD Command Staff – **Special Detail**
- One (1) FMBFD ALS Transport Rescue Unit with two (2) personnel – **Special Detail**

These resources will be mobilized at 4:00 p.m. and will be on site from 5:00 p.m. until 10:00 p.m. or until the majority of traffic clears the area.

The Life Safety Division of the FMBFD will be present to inspect the event for compliance to the plan approved during the permitting process.

Roar Offshore Powerboat Races

Fort Myers Beach

Fire & EMS Safety Plan

Friday – Testing and Tuning

Command Post - Since there will be two concurrent sites being serviced at the same time, Lee County Emergency Management will provide a mobile command post for fire and EMS command staff. Lee County Division of Emergency Management provides the Mobile Response Unit Command Post (MRU).

- One (1) Lee County Div. of Emergency Management MRU with three (3) personnel (operator and two LCEMS command staff). – **Special Detail**
 - MRU will be mobilized from 8:00 a.m. until 5:00 p.m. and will be in operation from 9:00 a.m. until 5:00 p.m.
- One (1) FMBFD Command Staff – **Special Detail**

Race Village – Friday is expected to be the busiest day at Race Village. Throughout the day, attendance is projected to reach up to 5,000 people at any one time. The following is a list of resources deemed appropriate to address this potential risk.

- One (1) LCEMS ALS Transport Ambulance with two (2) personnel – **Special Detail**
- One (1) LCEMS ALS UTV with two (2) personnel – **Special Detail**

These resources will be on mobilized from 9:00 a.m. until 5:00 p.m. The resources will be on site and in position from 9:00 p.m. until 5:00 p.m.

Fort Myers Beach (FMB Pier south to Junkanoo) – Since Friday is Test & Tune and the boats will not be racing on the course, the anticipated crowds are being estimated at 10,000 at any one time. Based on this estimate the resources being allocated include:

- One (1) LCEMS ALS UTV with two (2) personnel – **Special Detail (9:00 – 5:00)**
- One (1) FMBFD ALS UTV with two (2) personnel – **Special Detail (9:00 – 5:00)**
- One (1) FMBFD ALS Transport Rescue with two (2) personnel* – **Special Detail (9:00 a.m. – 11:00 p.m.*)**

*The special detail FMBFD transport unit is being retained until 11:00 p.m. to meet the anticipated increase in call volume generated from the event. The Life Safety Division will be present to inspect the event for compliance to the plan approved during the permitting process.

Roar Offshore Powerboat Races

Fort Myers Beach

Fire & EMS Safety Plan

Saturday - Race Day

Command Post - Since there will be two concurrent sites being serviced at the same time, Lee County Emergency Management will provide a mobile command post for fire and EMS command staff. Lee County Division of Emergency Management provides the Mobile Response Unit (MRU).

- One (1) Lee County Div. of Emergency Management MRU with three (3) personnel (operator and two LCEMS command staff). – **Special Detail**
 - MRU will be mobilized from 8:00 a.m. until 5:00 p.m. and will be in operation from 9:00 a.m. until 7:00 p.m.
- Three (3) FMBFD Command Staff – **Special Detail**

The MRU will be staffed from 9:00 a.m. to 7:00 p.m.

Race Village – The Race Village on Saturday is expected to have lighter crowds than Friday. Attendance is expected to be as high as 5,000 people in the morning and then taper off as the races begin. The following is a list of resources deemed appropriate to address this potential risk.

- One (1) LCEMS ALS Transport Ambulance with two (2) personnel – **Special Detail**
- One (1) LCEMS ALS UTV with two (2) personnel – **Special Detail**

These resources will be on site from 9:00 a.m. until 7:00 p.m.

Fort Myers Beach (FMB Pier south to Junkanoos) – Saturday is expected to bring the largest crowds. Four (4) total UTVs will be strategically placed along Estero Blvd to provide coverage from Times Square to Junkanoos. These units are capable of transporting patients to the Treat, Triage & Transport Tent (T3) location, to a transport unit along Estero Blvd or to the heliport location for emergency transport by helicopter. Crowd sizes are being estimated at 20,000 at any one time. Based on this estimate the resources being allocated include:

- One (1) FMBFD ALS UTV with two (2) personnel – **Special Detail**
- One (1) FMBFD ALS Transport Rescue with two (2) personnel – **Special Detail**
(9:00 a.m. – 11:00 p.m.*)
- One (1) FMBFD Fire Engine with Three (3) personnel – **Special Detail**
- One (1) LCEMS Command Staff @ the T3 Tent – **Special Detail**
- Three (3) LCEMS ALS UTV with two (2) personnel – **Special Detail**
- One (1) LCEMS ALS Transport Ambulance with two (2) personnel @ T3 Tent – **Special Detail**
- Four (4) additional LCEMS EMTs / Paramedics @ T3 Tent – **Special Detail**

Unless noted otherwise, all resources will be available from 9:00 a.m. to 7:00 p.m.

Roar Offshore Powerboat Races
Fort Myers Beach

Fire & EMS Safety Plan

*The special detail FMBFD transport unit is being retained until 11:00 p.m. to meet the anticipated increase in call volume generated from the event. The Life Safety Division of the FMBFD will be present to inspect the event for compliance to the plan approved during the permitting process.

MERT

The Lee County fire departments work collaboratively to provide fire and EMS protection of the waterways of Lee County. Several departments maintain fire and rescue boats to respond to emergencies on the water. The MERT Team has met with the producers of Roar Offshore and have a plan to protect the racers, participants and spectators during the Saturday race event and activities.

The producers of Roar Offshore understand that this plan may require revisions as a result of each permit review process.

Mitigation plan for Severe Weather

Severe weather in Fort Myers Beach includes tropical storms, hurricanes, and thunder storms.

The event is being held during hurricane season. Due to the nature of the event Roar Offshore Powerboat National Championship (an outdoor activity) the event management is continually monitoring weather conditions. In the event of approaching severe weather the event producers/management will advise attendees they should seek shelter and/or close the event.

Lightning or dangerous conditions prior to the event – Seek safe shelter at an establishment. Roar Offshore will observe the National Weather Service 30/30 Lightning Policy (within 30 seconds you hear thunder after lightning strike is observed you wait 30 minutes). A minimum 30-minute warm-up and check in will be held prior to the start of the race. RACE CONTROL will make final call as to the start of the race based on weather and course safety, which includes all watercraft, (safety, turns, and officials) being in place.

Lightning or dangerous conditions during the event – As determined by RACE CONTROL the course will be cleared. A “CLEAR THE COURSE” call will be made with a series of 3 long blasts on air horns or whistles, waving of orange/red flags as well as announced over all radios from the RACE Control. Racer and patrol boats will then proceed to the nearest safe location for docking to get off of the water and into a safe structure. Public will be notified of weather through Roar Offshore's live feed during the event.

Mitigation plan for civil or other disturbances

The following strategy is suggested to minimize the effects of Roar Offshore National Championships during a civil disturbance: Contact and rely solely on the guidance of first responders, Fire and Police personnel.

Mitigation plan for hazardous material incidents on and off the water.

On water plan establishes that Fast Response Towing & Salvage will operate in the event of a hazardous materials incident, oil spill, or other release on water. They are trained and qualified to minimize the exposure to or damage from materials that could adversely impact human health and safety or the environment. All Fast Response vessels carry spill containment kits.

Please see attached contract.

Point of Contact: Fast Response John Mutton Cell: 954-270-6937 email: bigtunatransport@aol.com

. EMERGENCY SPILLS on land: While petroleum spills may be just as hazardous to individuals and/or the environment as other chemical spills, additional considerations must be taken into account. An emergency spillage of a petroleum product (oil, gasoline, fuel oil, etc.) poses as an immediate threat of fire or explosion (based upon the type/quantity of spilled materials and location to nearby equipment/processes). All emergency petroleum spills should be reported to The Fort Myers Beach Fire Department immediately by calling 911. When reporting, be specific about the nature of the involved material and exact location. The individual discovering the spill should vacate the affected area at once. If possible, wait at a safe distance for the arrival of Fort Myers Beach Fire Department. Anyone who may be contaminated by the spill is to avoid contact with others as much as possible. Remain in the vicinity and await the arrival of medical/safety personnel.

Questions from public on access:

Event staff and volunteers encountering the general public demanding access to the event site without paying are instructed to explain the event is fully permitted by the town, county and state, which provides us the ability to block off, secure and charge an admission fee. Event staff and volunteers are instructed to “NOT” be confrontational and immediately contact event management, who are available by cell phone or two way radio.

Medical Emergency mitigation plan

MERT is scheduled to be on-site during the the event.

Event staff is trained to immediately notify MERT and/or call 911 in case of emergency.



EVENT DESCRIPTION



Our Vision:

By working with and within our community, the goal of Roar Offshore is to improve the Beach's economy during a traditionally slower period through an annual race series and additional community events in support of the race and community.

Our Mission:

The mission of Roar Offshore is to bring additional exposure and recognition to the boating, recreational, and entertainment opportunities that Fort Myers Beach has to offer while increasing tourism and community involvement.

Roar Offshore Impact:

- 60,000 - 70,000 spectators on land and water. Hosted by local Sponsors.
- Roar Offshore represents the Offshore Powerboat Associations National Championship with one of the largest Power Boat Racing prize purse in the USA.
- Statistics show Offshore Powerboat Racing attracts significant tourism dollars as well as hotel and condo rentals.
- Through the spectator and media experiences, Roar Offshore will be exposed to millions of people who would not otherwise be aware of the beautiful island.
- Race will be watched nation wide over simulcast & Social Media.
- Program Guide Exposure with over 5,000 printed programs distributed before and during the race.

The Roar Offshore Board of Directors and Steering Committee is comprised of business and community leaders volunteering their time and efforts to create a World Class sanctioned powerboat race event on Fort Myers Beach. Each member takes responsibility for one or more aspects of the event utilizing resources and our Roar Offshore volunteer crew.

THURSDAY OCT 7 TH	FROM	UNTIL	LOCATION
RIBBON CUTTING CEREMONEY	10:00AM		SALTY SAM'S
RACE VILLAGE / DRY PITS OPEN TO THE PUBLIC	10:00AM	04:00PM	SALTY SAM'S
RACE TEAM REGISTRATION OPEN	12:00PM	04:00PM	DIAMONDHEAD BEACH RESORT
SAFETY INSPECTIONS	12:00PM	04:00PM	RACE VILLAGE
GPS REGISTRATION	12:00PM	04:00PM	RACE VILLAGE
BOAT PARADE STAGING ON MAIN STREET	03:30PM	05:30PM	MAIN STREET
ROAR OFFSHORE BOAT PARADE	05:45PM	6:15PM	FORT MYERS BEACH
ROAR OFFSHORE STREET PARTY	06:00PM	10:00PM	FORT MYERS BEACH
FRIDAY OCT 8 TH	FROM	UNTIL	LOCATION
DRY PITS OPEN TO THE PUBLIC	09:00AM	09:00PM	SALTY SAM'S RACE VILLAGE
RACER TEAM MEETING – MANDATORY	08:00AM	09:00AM	TBD
BOAT INSPECTIONS	09:00AM	05:00PM	SALTY SAM'S RACE VILLAGE
GPS REGISTRATIONS	10:00AM	05:00PM	SALTY SAM'S
CRANES AND RACE CONTROL OPERATIONAL	10:00AM		
SWIM/DUNKER TEST	12:00PM	04:00PM	TBD
TESTING	10:00AM	03:00PM	
VIP RACER RECEPTION – MEET AND GREET	04:30PM	06:30PM	TBD
ROAR OFFSHORE FESTIVAL OF SPEED	04:00PM	09:00PM	SALTY SAM'S RACE VILLAGE
SATURDAY OCT 9 TH	FROM	UNTIL	LOCATION
DRY & WET PITS OPEN	08:00AM	05:00PM	SALTY SAM'S RACE VILLAGE
CRANES AND RACE CONTROL OPERATIONAL	08:00AM		SALTY SAM'S RACE VILLAGE
MEDICAL AND DIVE TEAM BRIEFING	08:00AM	09:00AM	SALTY SAM'S RACE VILLAGE
PATROL FLEET BRIEFING	08:00AM	09:00AM	SALTY SAM'S RACE VILLAGE
PATROL FLEET ON COURSE	09:30AM		RACECOURSE
RACER PHYSICALS	07:00AM	08:00AM	TBD
RACER TEAM MEETING – MANDATORY	08:00AM	08:30AM	TBD
MARINE OBSERVER HELO SWEEP	09:00AM	10:00AM	RACECOURSE
RACE 1 BOATS TO MILLING AREA	09:30AM	10:00AM	RACECOURSE
RACE 1 – CLASS 1 - 7	10:00AM	11:00AM	RACECOURSE
HELO REFUEL	11:00AM	11:30AM	
RACE 2 BOATS TO MILLING AREA	11:00AM	11:30AM	RACECOURSE
RACE 2 – SUPER VEE EXTREME, PROSTOCK VEE	11:30AM	12:30PM	RACECOURSE
RACE 3- BOATS TO MILLING AREA	12:00PM	12:30PM	RACECOURSE
RACE 3 – SUPERSTOCK	12:30PM	01:30PM	RACECOURSE
HELO REFUEL	01:30PM	02:00PM	
RACE 4 – BOATS TO MILLING AREA	01:30PM	02:00PM	RACECOURSE
RACE 4 – SUPERCAT	02:00PM	03:00PM	RACECOURSE
RACE 5 – BOATS TO MILLING AREA	02:30PM	03:00PM	RACECOURSE
RACE 5 – CLASS ONE	03:00PM	04:00PM	RACECOURSE
TURBO CHARGED CLOSING CEREMONIES	05:00PM	07:00PM	TBD
AWARDS	07:30PM		TBD

SHARE THE BEACH

Environmental guide
for boaters &
beachgoers



Do's & Don'ts

- ✓ Do wait till sunrise to hit the beach during nesting season.
- ✗ Don't let plastic bags or trash fly away from you.
- ✓ Do bring your own trash bag and dispose of trash properly.
- ✗ Don't harass, feed, harm, chase, wound, kill, or touch sea turtles, manatees, dolphins, or birds as those actions are illegal and violators may face prosecution and/or jail.
- ✓ Do adhere to posted speed zones including manatee slow speed zones.
- ✗ Don't anchor in seagrass.
- ✓ Do assign a boat lookout wearing polarized sunglasses to watch for sea turtles, manatees, and dolphins when boating.
- ✗ Don't get too close to the black skimmer colony.
- ✓ Do look out for marked sea turtle nests.

A team of trained marine observers will be in the air and in the water, watching for manatees, dolphins and sea turtles. They will immediately alert race control of any sightings.

If you see a sick, injured, or dead marine mammal or turtle please call:
Florida Fish & Wildlife

1-888-404-FWCC

-or-

Turtle Time 239-481-5566

**No Dogs on the beach on
Race day Oct. 12 10AM-5PM**

TURTLES

- Loggerhead & green sea turtles can lay upwards of 100 eggs per nest, but once the turtle lays her eggs she leaves the eggs unguarded & the hatchlings to fend for themselves. Do not harass a sea turtle.
- It's estimated that only 1 in 1000 hatchlings survives to adulthood. Do not disturb a nest.
- Sea turtle nesting season runs May - Oct, with most turtles laying their eggs at night.
- In order to protect the nests, no flashlights maybe used on the beach at night unless the bulb is changed to an amber LED light. No flash photography.
- Keep pets on a leash and away from nests & sea turtles.
- Fill in large holes on the beach that can trap hatchlings.
- If you find a hatchling wandering in daylight, place it on moist sand in a dry container, shade it and call Turtle Time, Inc. immediately.



SHARE THE BEACH WITH SEA TURTLES DURING NESTING SEASON, WAIT TILL SUNRISE TO HIT THE BEACH.

Did you know beach chairs & tents pose a hazard to the turtles and should not be left out over night?

MANATEES/DOLPHINS

- Adult Manatees are typically 9-10 feet long & weigh 800 to 1200 lbs.
- Manatees are especially vulnerable to impact from boat strikes as their lungs run dorsally along the length of their back.
- Manatees are classified as Threatened by the U.S. Fish and Wildlife Service and are protected by state and federal laws, including the Florida Manatee Sanctuary Act and Marine Mammal Protection Act.
- Most boat collisions with dolphins occur during June/July, at the height of their calving season. Remain 50 yards away from dolphins.
- Don't feed the dolphins: When you feed dolphins, whether it is intentional or not, you teach them to follow for food, and that puts them dangerously close to fishing gear and boat propellers where injuries and fatal accidents occur to them.



SHARE THE BEACH WITH MANATEES. IF YOU SEE A MANATEE SWIMMING TOWARDS YOU ALONG THE SHORE, GIVE THE MANATEE THE RIGHT OF WAY AND DON'T APPROACH IT

Did you know the force of an impact of a manatee or dolphin at 30 mph is four times that at 15 mph?



PROPERTY OWNER'S CONSENT LETTERS FOR DRY PITS AND PARKING LOTS



Oyster Bay Parks, Inc.

1711 Main Street
Fort Myers Beach, FL 33931
(239) 463-2171



Robert W. Beasley
Manager

6-29-21

From: Oyster Bay Land Company, Robert W. Beasley GM : office mailing address 1711 Main St Fort Myers Beach, FL 33931

To: Mike Shepherd, Chairman Roar Offshore Fort Myers Beach Powerboat Races

Dear Mike or to Whom it may concern,

This letter is to serve as Oyster Bay Land Company official permission to use the Oyster Bay Land Company property, shall it be available, located in Unincorporated Lee County FL at:

2020, 2080, 2140 Main St Fort Myers Beach, FL 33931 on San Carlos Island for the use of Dry Pits and Crane operation to put the Race Boats in and out of the water at our property and for the parking and Staging the Race Boats for the week of the Fort Myers Beach Offshore Race to be held in October 2021 providing that you carry General Liability Insurance and "Oyster Bay Land Company" is listed as a named insured on your insurance policy in a minimum amount of \$5,000,000.00 and providing any and all necessary permits to do so are obtained from Local County or State government as may be required.

Please let me know if you have any questions. My direct cell phone number is 239-994-5049.

Sincerely,

Robert W. Beasley GM Oyster Bay Land Company & Oyster Bay Parks, Inc.



6-29-21

To: Roar Offshore Board of Directors

Dear Tim.

This letter is to serve as Gulf Marine Yachtworks official permission to use the Gulf Marine Yachtworks property, located in Unincorporated Lee County FL at:

1148 Main St Fort Myers Beach, FL 33931 on San Carlos Island for the use of Dry Pits and Crane operation to put the Race Boats in and out of the water at our property and for the parking and Staging the Race Boats for the week of the Fort Myers Beach Offshore Race to be held in October 7th – 9th 2021 providing that you carry General Liability Insurance and "Yachtworks Fort Myers Beach LLC" is listed as a named insured on your insurance policy in a minimum amount of \$5,000,000.00 and providing any and all necessary permits to do so are obtained from Local County or State government as may be required

Sincerely,

Mark de Beer
Manager
Gulf Marine Yachtworks

Ph (239) 463-6166 - fax (239) 463-6167 – Manager@gulfmarineyachtworks.com

1148 Main St, Fort Myers Beach - FL33931

Hanson Marine Properties, Inc.
2500 Main Street
Fort Myers Beach, Florida 33931

June 30, 2021

To Whom It May Concern:

Roar Offshore Powerboat Races has requested Hanson Marine Properties, Inc. (hereinafter Hanson Marine) located at 2200 and 2503 Main Street Ft. Myers Beach, Florida, host the OPA National Championship Offshore Power Boat Races as the dry pits for the event dated October 7th-9th, 2021. On behalf of Hanson Marine, Cyndee Hill of Roar Offshore, may act on behalf of Hanson Marine to obtain all necessary permit applications required for the event. An appropriate representative of Salty Sam's will sign off on any required applications.

Sincerely,



Matt Hanson
General Manager





TRANSPORTATION, WATER FERRY & PARKING



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

**Division of Recreation and Parks
Short Term Special Event Permit**

DEP Permit # _____

Upon payment of the proper fees, the Florida Department of Environmental Protection (Department), grants the following named Permittee the authorization to establish one point of sale in the below indicated Florida State Park for the dates specified herein.

Permittee Information:

Cynthia K Hill

Name of Authorized Representative

Roar Offshore Powerboat Races, LLC

Entity name as recorded with the Department of State or if it is an individual, please list.

limited Liability Company

The entity or individual is organized as one of the following: a sole proprietorship, Florida Corporation, limited liability company, foreign corporation (out of state but registered in the state of Florida), entity or individual(s) d/b/a (insert fictitious name only if registered in Florida), partnership (if registered in Florida), or joint venture.

492 Kennan Court

Business Headquarters' (Principal) Address

Fort Myers

FK, 33919

City

State, Zip

239-238-0777

630-363-1986

Telephone

Telephone

cyndee@roaroffshore.com

Facsimile Number

Email

www.roaroffshore.com

83-4436436

Website

FEID # (or Social Security, if no FEID #)

Tax revenue number required for sales. If you do not have a Tax Revenue Number, a temporary one must be obtained for the Event.



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

**Division of Recreation and Parks
Short Term Special Event Permit**

1. This Permit is issued to Roar Offshore Powerboat Races, LLC
(Permittee), to operate Parking
("Event") at Lovers Key State Park,
hereinafter referred to as the ("Park").
2. This Permit is valid for One day(s) on the following dates: October 9, 2021.
The Permittee agrees that operating hours shall be 8:00 AM until 6:00 PM daily.
Any deviation from these hours shall be pre-approved in writing by the Park Manager.
3. The products or services to be provided under this Permit are:
Parking cars in the Event Field area of the park. Lee County Sheriff Department will have officers on site at Estero Boulevard to assist with traffic flow and ensure pedestrians cross safely.
- (Events, Festivals, Contests, Boat Shows, Parades, Surfing Contests, etc.) In the case of crafts, the Permittee agrees to provide only crafts of good quality which are authentic Florida crafts and relate to the State Park system and any historic period or theme depicted by the Event.
4. The exact location, within the Park, for the Permit operation shall be mutually satisfactory to the Park Manager and the Permittee. The location is depicted on **Attachment A**, which is attached hereto and incorporated herein. The person or company providing security shall be subject to approval by the Park Manager.
5. If an impasse between the Park Manager and the Permittee arises over implementation of this Permit, the final decision shall be made by the Bureau of Parks District Chief of the District in which the Park resides.
6. Prior to commencement of business under this Permit, the Permittee shall provide to the Department copies of all local, state, and federal licenses and permits required to operate the Event.
7. The Permittee agrees that as consideration for the privilege of operating in the Park under this Permit, the Permittee shall pay the Department a fee of:
\$0- Non Profit Status

plus State and County Taxes as applicable. The Permittee shall remit payment of the fee to the Park Manager, prior to the Permit starting date.



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

**Division of Recreation and Parks
Short Term Special Event Permit**

8. Permittee is required to report any revenue or income to the Department of Revenue for applicable Sales tax. Sales and Use Tax Returns may be obtained at a local tax office or at the Florida Department of Revenue, 5050 W. Tennessee St., Tallahassee, Florida 32399-0120 or by the internet at <http://dor.myflorida.com>.
9. The Permittee shall comply with all rules and laws governing the operation of the Park, including Chapter 258, Part I, Florida Statutes (<http://www.leg.state.fl.us>), and Chapter 62D-2, Florida Administrative Code (<https://www.flrules.org/Default.asp>). The Permittee shall not alter or damage the Park's natural or cultural resources in any way by the support or operation of Permit activities. The Permittee shall be responsible for and shall fully repair all damage to Park facilities and resources which may result from any support or operation of activities under this Permit.
10. The Permittee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances in providing goods and services under this Permit. The Permittee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Permittee further agrees to include this provision in all subcontracts issued as a result of this Permit.
11. The Permittee shall be responsible for ensuring compliance with the Americans with Disabilities Act ("ADA") for Permit-related activities conducted in the Park. The Permittee shall provide reasonable accommodations for persons with disabilities, which includes reasonable accommodations and access to the Event, including programs and/or activities that the Permittee offers to the public. The Permittee shall make its accessibility and inclusion policy available to employees and the public during the term of this Permit. The Permittee shall provide the name of its Accessibility and Inclusion Liaison to the Park Manager upon execution of this Permit. The Division's Accessibility and Inclusion Coordinator may be reached at (850)245-3076.
12. The Permittee, its employees, representatives or agents shall not discriminate, by segregation or otherwise, against any person on the basis of race, color, religion, sex, national origin, age or disability in its performance under this Permit.
13. The Permittee shall ensure that all employees of the Permittee will display a courteous, friendly, and helpful attitude. All Permittee employees shall be identified with the Permittee's company uniform or shirt, nametag, and shall have a neat and clean appearance.
14. The employment of unauthorized aliens by any Permittee is considered a violation of Section 274A of the Immigration and Nationality Act. If the Permittee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Permit by the Department. The Permittee shall be responsible for including this provision in all subcontracts issued under this Permit.



15. The Department shall conduct a sexual predator and sexual offender check on the Permittee's Permit Manager and its officers prior to executing a Permit. No person on either the sexual predator or sexual offender list maintained by the Florida Department of Law Enforcement ("FDLE") shall be issued a Permit. The Department has the right to conduct criminal background checks and additional sexual predator and sexual offender checks during the life of this Permit. Permittee agrees to cooperate to the fullest extent in conducting and obtaining any needed release or authorization to perform such checks. The Permittee shall perform sexual predator and sexual offender checks on its employees, prior to the execution of this Permit, and shall keep a copy of such records in their personnel files that will be accessible by the Department during the Permittee's regular office hours.
16. Pursuant to Chapter 119, Florida Statutes, all documents, papers, letters, or other printed, written, or recorded material prepared in conjunction with or as a result of this Permit is a public record, except for such records that are exempt under Chapter 119, Florida Statutes or other statutory provision and Article I, section 24(a) of the Florida Constitution. All public records may be inspected or copied by any member of the public at any reasonable time. Additionally, such records may be audited by the State of Florida Auditor General or other authorized government agency. This Permit may be unilaterally canceled by the Department for refusal by the Permittee to allow public access to all documents, papers, letters, or other materials made or received by the Permittee in conjunction with this Permit, unless the records are exempt under Chapter 119, Florida Statutes or other statutory provision, and Article I, section 24(a) of the Florida Constitution. Park visitors' and Permittee employees' social security numbers, bank account numbers, and credit or debit card numbers are not public records and shall be protected and redacted from any records shown or given to the public.
17. The Permittee hereby grants the Department permission to take and use photographs, audio, video or digital recordings made of the Event, the products and performances held at the Event, the Permittee's employees, and the Permittee's subcontractors for publicity, promotional purposes, or other Department purposes. Any exceptions to this paragraph will be considered by the Department, in the event that the Permittee submits a written request to the Park Manager prior to the event start date, as identified in paragraph 2 of this Permit. The agreed upon exceptions will be summarized in a written letter from the Park Manager to the Permittee's contact person who is listed in paragraph 19 of this Permit.
18. This Permit is not intended nor shall it be construed as granting any rights, privileges, or interest in any third party without prior written permission of the parties hereto.
19. All notices as provided herein, including notices of termination, shall be deemed sufficient if they are sent by U.S. mail, electronic mail, hand-delivery, or other professional delivery service to the following addresses:



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

**Division of Recreation and Parks
Short Term Special Event Permit**

Permittee Registered Agent:

Name: Cynthia K Hill		
Mailing Address: 492 Keenan Court		
City: Fort Myers	State: FL	Zip: 33919
Physical Address: 492 Keenan Court		
City: Fort Myers	State: FL	Zip: 33919
Telephone: 239-238-0777	Fax:	
Email: cyndee@roaroffshore.com		

Department:

Name: Catherine Moses		
Address: 8700 Estero Blvd.		
City: Fort Myers Beach	State: FL	Zip: 33931
Telephone: 239-463-4588	Fax:	
Email: Catherine.Moses@dep.state.fl.us		

Bureau of Parks District Chief:

Name: Valinda Aubic S		
Address: 1843 S Tamiami Trail		
City: Osprey	State: FL	Zip: 34229

The parties agree to provide notice to the other within thirty (30) days of any change to the above-stated contact, and the Permittee shall also inform the Department within thirty (30) days of any change to its name, business organization, ownership, address, Registered Agent, or other contact information.



20. This Permit has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Permit shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Permit shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Permit. Any legal action hereon or in connection herewith shall be brought in Leon County, Florida.
21. The Permittee assumes all risk in the operation of its business under this Permit and shall be solely responsible and answerable in damages for accidents or injuries to persons or property, whether direct or indirect, arising out of its operations or arising by virtue of the carelessness, negligence, or improper conduct of the Permittee, its officers, employees, representatives, agents or its subcontractors, its subcontractor's employees, representatives, or agents. The Permittee shall save and hold harmless and indemnify the State of Florida, the Department, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees"), and their respective officers, employees, and agents against any and all liability, claims, judgments, or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for the loss of or damage to any property resulting from the use, service, operation, or performance of work under the terms of this Permit, resulting from any act, or failure to act, by the Permittee, its officers, employees, representatives, agents, or its subcontractors, any of its subcontractor's employees, agents, or representatives to the extent allowed by law. The Permittee shall notify the Park Manager within five (5) days of all legal actions filed against the Permittee related to the Park or that may adversely affect or reflect to the Department.
22. The Permittee shall secure and maintain insurance coverage as listed below, covering its operations under this Permit. Such insurance policies shall name the Florida Department of Environmental Protection and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as additional parties insured. At the time the Permit is executed, the Permittee shall provide the required insurance policy certificates to the Park Manager, and shall immediately undertake to correct any cited deficiencies.
- A. Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury, contents of the facility, products, and completed operations. The minimum limits of liability shall be \$500,000.00 each occurrence and \$1,000,000.00 general aggregate.
 - B. Commercial Automobile Liability insurance. The minimum limits of liability shall cover all vehicles, owned or otherwise, used in the Event allowed under this Agreement, with a minimum combined single limit for bodily injury and property damage of \$300,000, including hired and non-owned liability, and \$5,000 medical payment.
 - C. To the extent required by law, the Permittee shall be self-insured against, or shall secure and



maintain during the life of this Permit, Workers' Compensation Insurance for all of its employees connected with the work to be performed under this Permit and, in case any work is subcontracted, the Permittee shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Permittee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of the employees engaged in hazardous work under this Permit is not protected under Workers' Compensation statutes, the Permittee shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of its employees not otherwise protected.

- D. Other insurance required under this Permit shall be insurance for the unique or particular type of operations, recreation, or facilities provided, such as liability for the operation of vessels, horseback riding, water sports, operation of other motorized vehicles, and diving and snorkeling. The Permittee understands that the State of Florida's insurance does not cover the Permittee's personal property or business losses in the Park.
- E. The insurance required by this Permit shall provide coverage for all claims that may arise from the services or operations provided under this Permit, whether such services or operations are by the Permittee or anyone directly or indirectly employed by the Permittee. All insurance shall include a Hold Harmless Agreement in favor of the Department and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Permittee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department's Permit Manager, except for nonpayment of insurance premium, which shall be handled in accordance with Florida law. All required insurance policies shall remain in full force and effect throughout the term of this Permit. Evidence of all policy renewals shall be provided to the Department at the time of every renewal of such policy and prior to any extension to this Permit. The Department reserves the right to request copies of insurance policies for examination and copying. Any releases required by the Permittee's insurer to be signed by members of the public may be used in accordance with applicable law. To the extent releases are used, the release shall also release the Department and the Board of Trustees in addition to the Permittee.
23. This Permit may be terminated by the Department at any time for failure of the Permittee to perform in accordance with the terms and conditions contained herein. This Permit may be terminated by either party with or without cause by providing seven (7) days' advance written notice of such termination. In the event this Permit is terminated and the Event has been advertised and released to the public, the Department shall in its sole discretion, require the Permittee to advertise such Event's cancellation at the Permittee's own cost and expense, unless such cancellation is due to a Force Majeure, which shall be defined as a natural disaster (hurricane, flood, and the like), war, riot or other Act of God. The Permittee is aware that this



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

**Division of Recreation and Parks
Short Term Special Event Permit**

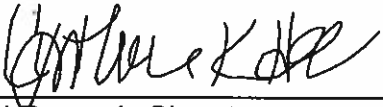
Agreement is for management purposes and may be revenue generating or revenue neutral. The Department shall not be responsible for the Permittee's business losses, if any. The Permittee understands and agrees that there are no funds appropriated by the Legislature to pay for damages. If a court of competent jurisdiction finds the Department has breached or violated the terms herein, the Permittee agrees that the Permittee's damages are limited to a maximum of five-hundred dollars, (\$500.00). Permittee waives the right to a jury trial. All terms shall be interpreted in such manner as to be effective and valid under Florida law. Venue for any action hereon shall be the State of Florida, Leon County. All disputes shall be determined by means of an Alternative Dispute Resolution.

24. This Permit represents the entire agreement of the parties and supersedes all previous agreements. Any alterations, variations, changes, modifications, or waivers of provisions of this Permit shall be valid only when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Permit.

25. Permittee agrees and accepts the terms and conditions of this Permit by Permittee's signature below.

Insert the Name of Person Authorized to
Sign the Permit on behalf of the Permittee

Department of Environmental Protection
/ Division of Recreation and Parks

By: 
Authorized Person's Signature

By: _____
Park Manager as the Department's Designee

Printed Name: Cynthia K Hill

Printed Name: Catherine Moses

Title: Vice President

Title: Park Manager

Date: _____

Date: 7/20/21

c: District Bureau Chief

7/20/21- Permit is conditional until confirmation of Lee County Sheriff's Department being able to provide officers/ deputies to provide traffic control along Estero Boulevard and to assist in pedestrians safely crossing the road to reach LeeTran Bus Stop for transportation from parking area to the event site in Fort Myers Beach.

RACE VILLAGE & DRY PITS

DRY PITS:
SALTY SAM'S AND
ADJACENT PROPERTIES
2000 - 2140 MAIN ST
FORT MYERS BEACH, FL
33931

All dry pit zones are
zoned commercial or
industrial.

Dry Pits
Strap #
19-46-24-0000021.0000
through .0040

Crane In Area

Dry Pits
Strap #
19-46-24-0000021.001A

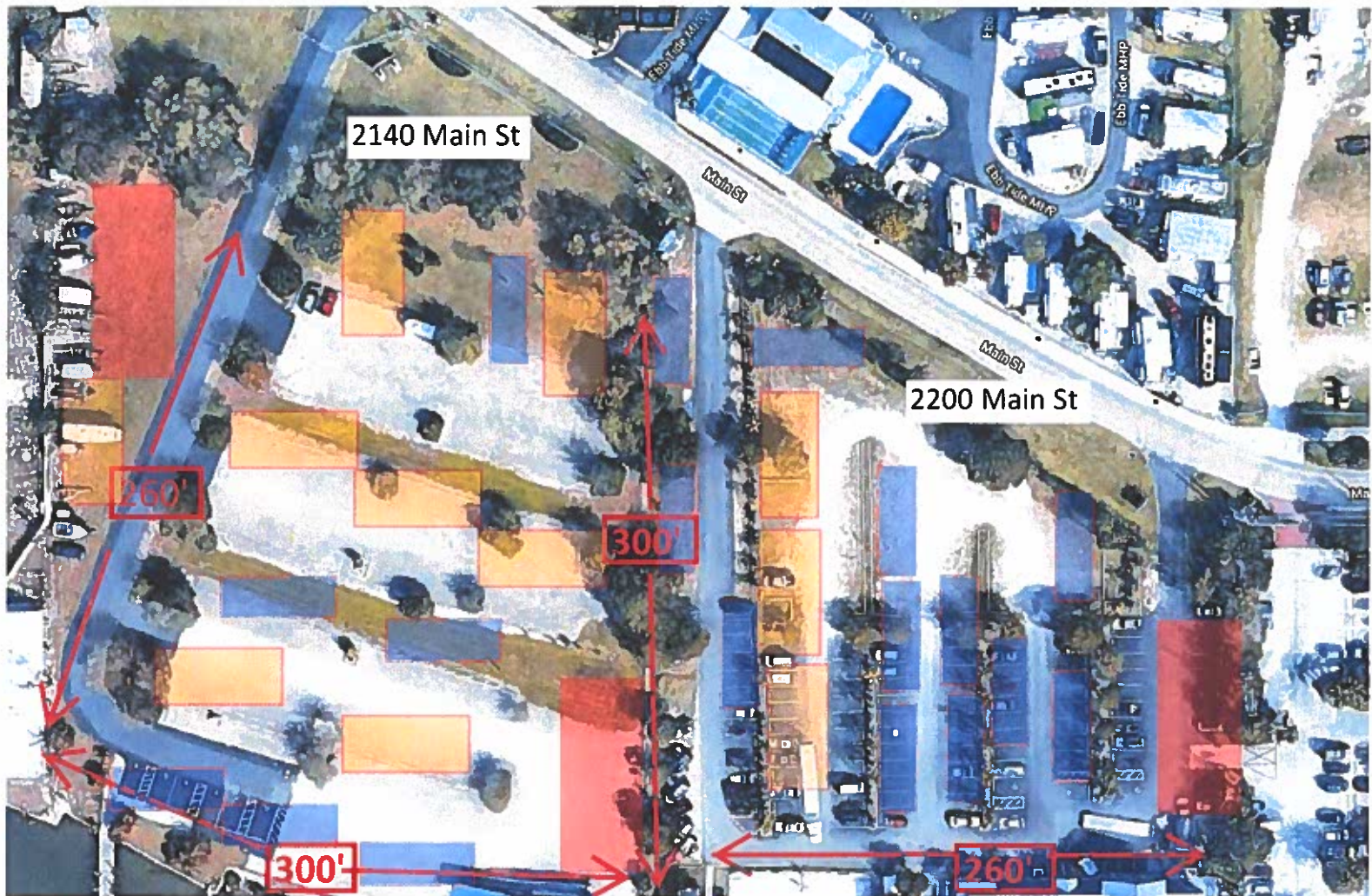
Dry Pits
Strap #
19-46-24-0000022.0010



RoarOffshore
Fort Myers Beach
POWERBOAT RACES



Roar Offshore Race Village / Dry Pits



Extreme Team Pit Box 100' x 50'



Large Team Pit Box 70'x30'



Typical Team Pit Box 65' x 25'



-Note that some pit boxes shown are over obstructions, i.e. parking blocks etc. The boxes in the editing program can not be rotated to fit in actual spaces, however are to scale.

-Pit box outlines are not actual vehicles or hard boundaries. Generally there would be no fixed objects or obstructions along the outer edges of these pits.

-Tow vehicles can be detached from boat trailers to accommodate odd shaped or tight spaces.

-The Shimp Dock building will be kept clear of pit boxes with 20 feet of clearance all around the building. Pit boxes are only placed in parking lots and will not obstruct any fire connections.

-A Roar Offshore official will place the race teams in rows and will make sure to leave 20' of clearance in between each row for fire lane clearance. Mike Shepherd has been doing this for 9 years and has experience. With the angle of the maps the pit boxes are not placed correctly. The pit boxes on the map can not be rotated to place them correctly on each map. These maps are only examples.

Roar Offshore Race Village / Gulf Marine Yachetworks Dry Pits



1148 Main St

Pit Box Legend



Extreme Team Pit Box
100' x 50'



Large Team Pit Box
70' x 30'



Crane In Area



Roar Offshore Race Village / Dry Pits



Pit Box Legend

Extreme Team Pit Box 100'x50'



Typical Team Pit Box 65' x 25'



Large Team Pit Box 70' x 30'



Lighting in Race Village:

Roar Offshore is providing temporary lighting for race village. The next few pages are detailed informational pages about the lighting equipment. The Dry pits will have 4 lights placed through out the 1 pit area in the back of lot of Salty Sam's. The pit area in front of Shrimp Dock and Gulf Marina already have outdoor lighting available.

Ray LaBadie—Roar dry pits Liason POC

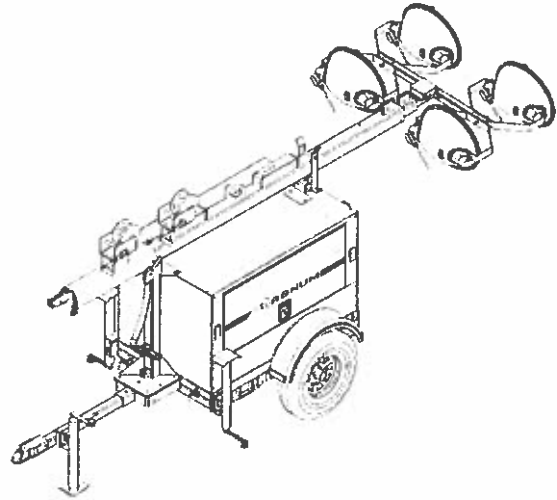
email: rab@verison.net phone:941-468-3050 will be monitoring the fuel level in race village. Roar Offshore is not keeping added fuel on site. The lights provide 60 hours of light on one tank of diesel fuel so they should not need fuel. By chance if they do run out of fuel Ray LaBadie will take the light to be filled at the Sunoco gas station at the end of Main Street. No fuel will be kept on site. The lights will be in place for 5 nights from October 6, 2021 to October 10, 2021. This will last for the weekend since they will only be on during these times which total 63 hours:

- October 6, 2021 Sunrise 7:50 Sunset 19:24 Day length 11:34
- October 7, 2021 Sunrise 7:50 Sunset 19:24 Day length 11:34
- October 8, 2021 Sunrise 7:50 Sunset 19:24 Day length 11:34
- October 9, 2021 Sunrise 7:50 Sunset 19:24 Day length 11:34
- October 10, 2021 Sunrise 7:50 Sunset 19:24 Day length 11:34

Magnum Light Tower – MLT3060 Specifications

ENGINE

- Kubota® D1005-E3BG1-MGM-1 - liquid cooled, diesel engine
 - Standby - 13.1 hp @ 1800 rpm
 - Prime - 11.7 hp @ 1800 rpm
 - 3 cylinder
 - 1.0 L displacement
- Fuel consumption (prime) – 0.50 gph (1.89 Lph)
- 60 Hz engine/generator
- Industrial engine exhaust system
- Rubber vibration dampers isolate engine/generator from frame
- Cooling system capable of operating at 120°F ambient
- Full flow oil filter, spin on type
- Fuel filter with replaceable element
- Dry type cartridge air filter
- Polyethylene fuel tank with large diameter opening
 - 30 gal. capacity
 - 60 hr. run capacity
 - 3 ½" fill port



ENGINE CONTROLS

- Engraved, aluminum punched and anodized control panel
- Four position keyed switch – glow plugs (preheat, off, run, start)
- Hour meter
- Automatic low oil/high temperature shutdown system

GENERATOR

- Marathon Electric®
 - Brushless
- 6 kW standby output
- 120/240 VAC – 50/25A
- +/-6% capacitor voltage regulation

ELECTRICAL SYSTEM AND CONTROLS

- Individual floodlight circuits with 15A breakers
- Ballast indicator lights
- 30A start limit breaker (assures no load condition exists before starting)
- Standard individually breakered convenience outlets:
 - (1) 120 VAC 20 Amp GFCI duplex outlets (Nema 5-20R type)
 - (1) 240 VAC 30 Amp twistlock outlets (Nema L6-30R type)
- 440 CCA wet cell battery



FLOODLIGHTS

- Four light fixtures – 1000 watts each - metal halide
- Oval aluminum reflector
- Tempered glass lens
- Silicone gaskets for moisture and dust protection
- Individual floodlight On/Off switches

WIRING

- All wiring is sized to the amperage draw required
- AC & DC wiring diagrams are provided

MAST

- 30' maximum extension, 3-section, tubular steel
- Self-lubricating, graphite guides on all sides of mast tubes
- Industrial black powder coat finish
- Automatic locking system in horizontal position for travel
- 1500 lb. automatic self-braking winches
- 360° rotation with locking system
- Coiled mast cord
- Dual winch system located at ergonomic height allowing single person operation
- Equipped with single lifting eye and fork pockets

ENCLOSURE

- Steel enclosure – 14-gauge
 - UV& fade resistant, high temperature cured, white polyester powder paint
 - 68 dB(A) at 23 feet – prime power
- Stainless steel hinges on doors
- Multi-lingual operating/safety decals
- License plate holder with light
- Manual holder with operating manual

TRAILER

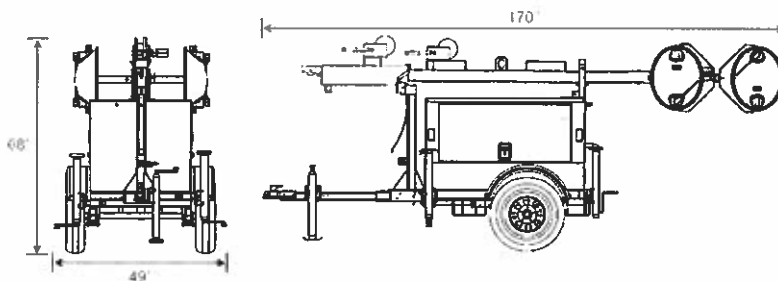
- Mast support - 3" square tube, 1/4" wall
- Removable tongue - 48" long
- Tubular steel frame - 3/16" wall
- Four, 2000 lb. adjustable leveling jacks – 4 point stance
- All jacks transport and lock in horizontal position for storage
- Side outriggers - 8' 1/4" span
- Safety chains with spring loaded safety hooks
- 2" ball hitch
- Single wall polyethylene fenders
- DOT approved tail, side, brake, and directional lights
 - Recessed rear lights
- 2200 lb. leaf spring axle
- ST175/80D13 – 6 ply
- 40.75 in. axle span



215 Power Drive Berlin, WI 54923-2420 Phone: 800-926-9768 Fax: 920-361-2214
www.m-p-llc.com

WEIGHTS & DIMENSIONS

- Dry weight: 1657 lbs (752 kg)
- Operating weight: 1870 lbs (848 kg)
- Mast stowed: 170 x 49 x 68 in (4.32 x 1.25 x 1.73 m)



WARRANTY

- Engine and generator covered under OEM warranty – consult factory for details.

CERTIFICATIONS

- CSA certified



Tents in Pit Area for Volunteers:

- There will be a total of 4 tents in the pit area. See map of pit area where tents will be set up for volunteers from October 7-9th from 9AM-6PM daily.
- Tents will be erected and torn down each day
- Tents will be securely weighted down for safety
- 1 table and 2 chairs placed under each tent.
- Volunteers will only let race teams to drive into the pit area. They will take down the owner's name, phone number along with make, model and color of the vehicle in case it needs to be moved if blocking a team.

Tents will be placed at
each pit entrance location.
Map 1

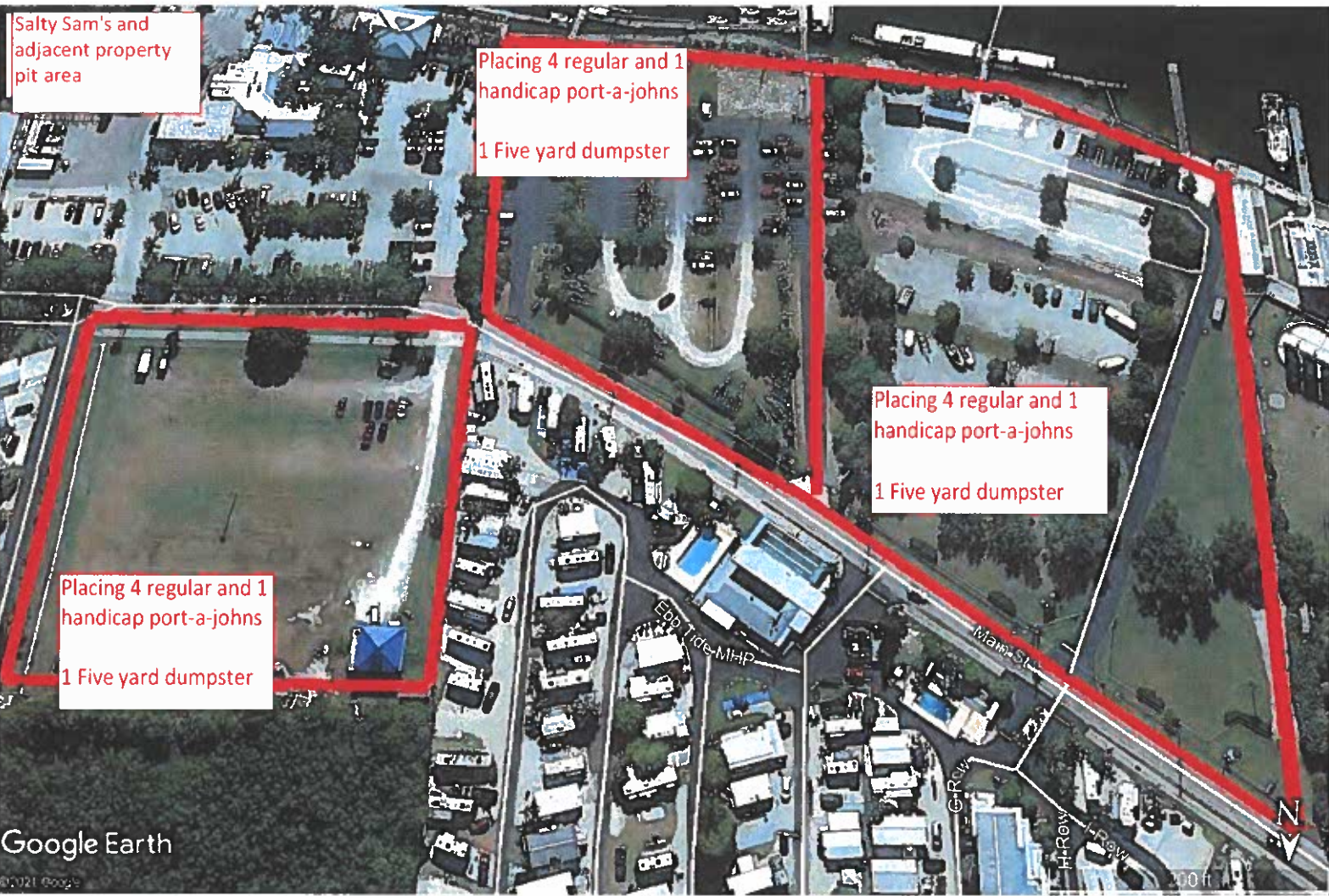


Tent place at Pit entrance Map 2





PORT-A-JOHNS, DUMPSTER PLACEMENT & TRASH MANAGEMENT PLAN





Fort Myers Beach Town Square:
Roar Offshore Hi-Def Apparel Tent

Keep Lee County Beautiful Tent

Please see attached detail page on set up.



Roar Offshore is working together with Keep Lee County Beautiful and paying for additional help from Fort Myers Beach Public Works to keep Fort Myers Beach beautiful.

Thursday October 7, 2021

- Please see attached map where the disposable trash bins will be placed for the street party.
- Roar Offshore will have approximately 25 volunteers throughout the street party stationed about 20 yards apart from each other. At the end of the street party each volunteer will clean the area where they are stationed.
- At the end of the street party volunteers will secure the trash bag and break down the disposable trash bins. They both will be collected and put into the dumpster at Lynn Hall Park.
- Two additional employees from Public Works will help with recycling and trash collection from 4PM-8PM using Kubotas.

Friday October 8, 2021

- No events except for testing and tuning of the race boats.
- Normal operations for Public Works

Saturday October 9, 2021

- Roar Offshore will have volunteers along with Keep Lee County Beautiful volunteers to keep the beach clean during the event. Roar Offshore will have volunteers at sign in points for the volunteers which is also a designated spot to pick up lunch and water. Please see attached map where tents will be set up for the volunteers to check in. The volunteers will collect trash from the beach and then place it for pick up at designated locations (barrels) by Fort Myers Beach Public Works. The volunteers will clean the beach from 11:00 AM to 5:00 PM in three 2 hour shifts during the race.
- Public works will have 2 employees from 2:00PM-8PM for recycling and trash pick up using Kubotas.

Sunday October 10, 2021

- Roar Offshore will have volunteers along with Keep Lee County volunteers on Sunday to collect trash and clean the beach. The volunteers will place the trash bags at designated locations (barels) for pick up by Public Works using Kubotas. The volunteers will volunteer from 8:00 AM-11:00 AM.

Information of Hi-Def's tent placement in Times Square:

1. Hi-Def Printing is requesting to place three 10x10 tents tied securely together and weighted down for safety to sell Roar Offshore Apparel on October 7 and October 9. Tents would be erected and tore down each day.
 - Set up on Thursday, October 7th would be between 12-1:00 PM and tear down will be after the parade is over.
 - Set up on Saturday, October 9th would be 7:00 AM until after the races are over.
 - They will not set up any lights because of turtle season.
 - Tables will be set up inside of the tents the length of each tent to display merchandise.
2. HI-Def is requesting a parking spot close to Times Square for both days to park their van to make it easier to stock up on inventory when needed.

Information for tents for Keep Lee County Beautiful:

1. Roar Offshore will set up a secured 10 by 10 tent in Time's Square on October 9th (race day) for volunteers so they can check in. Also, this will be an area where volunteers can pick up their lunch and water when needed. A second area for FGCU students to sign in and grab supplies will be in the first pavilion with bleachers in Bay Oaks on Fort Myers Beach.
 - ☑Water will be kept in a bin filled with ice. It is 4x2 feet in length and can hold up to 2 cases of water. See photo.
 - ☑There will be one table and 3 chairs set up under the tent.
2. There will be one volunteer there at all times to hand out items when needed at each location.



Bay Oaks:

Keep Lee County Beautiful and FGCU volunteers will park and check in at the pavilion bleacher check point. This area also provides shade and a place for volunteers to eat and grab supplies when needed.

Check in point

Oak St

Google Earth

© 2021 Google

100 ft

Roar Offshore Town Estimated Expenses

Thursday, October 10th – Town-wide garbage and recycle collection

- 2 Employees from 4pm-8pm for recycling and trash
- 2 Kubotas for 4 hours each

Saturday, October 12th- Town-wide garbage and recycle collection and beach patrol

- 2 Employees from 12pm-8pm for recycling and trash
- 1 BASE Employee from 7am-5pm
- 2 Kubotas for 8 hours each
- 1 Kubota for 10 hours

Sunday, October 13th – Town-wide garbage and recycle collection

- 2 Employees from 4-8pm for recycling and trash
- 2 Kubotas for 4 hours each

Other Expenses

- 2 packs of commercial trash bags
- 50 Temporary Trash cans
- Dumpster Delivery and Haul Fee
- Garbage Disposal by Tonnage
- Administrative Fees

Roar Offshore Trash Plan

Legend
Trash





BOAT PARADE & STREET PARTY

Additional Information for Boat Parade

Main Street will be down to a one lane road to prepare for the boat parade during 3:30 PM - 6:15 PM on Thursday, October 7th, 2021. Boats will line up on Main St. starting at the corner of Main St. and San Carlos Blvd. at 3:30 PM . They will be positioned in single file on Main St. from the corner of Main St. and Old San Carlos heading East to Salty Sam's Marina. Boats will line up on the North side of Main Street so they are positioned correctly to go over Matanza's Bridge. The boats will stay in their position until the parade starts at 5:45 PM. Roar Offshore will need additional law enforcement officers directing the flow of traffic.

The town of Fort Myers Beach will be closing off all of the parking areas needed for the parade and street party the night before on October 6th, 2021 to insure no one parks in the spaces needed for the boats to park. The parking for the street party will be coned off. If someone moves a cone and parks, the Town of FMB will ticket them immediately. The Town of FMB will place signs out that say NO PARKING, RESERVED FOR EVENT.

Local traffic access roads are the following roads. Crescent Street. Locals can turn onto 5th Street to access 4th Street only 3rd Street and 1st Street are also open for local traffic only. No boats parked in the street for the street party will maintain a 20 foot clearance as indicated on the map. The boats will not block any driveways for local traffic or block the access route for emergency vehicles.

Boat Parade Road Closures

Legend

Static Boat Display / Road Closure



Boat Parade Route ON Island

Legend

 Parade Route onto island



Boat Parade Route OFF Island

Legend

Parade Route off island



Hours 9:45pm - 10pm
Boats to parade off Fort Myers Beach following flow indicated by green arrows
LCSO will provide traffic control



OPEN CONTAINER REQUEST

Roar Offshore would like to request for open containers the night of the boat parade and street party. This request is not for the whole event but only for Thursday night on October 7th, 2021 from 5:00 PM to 10:00 PM. Roar Offshore would like to request that open containers only be allowed where the boats are lined up in the street. This will include Town Square but doesn't include Lynn Hall Park or Estero Blvd. It will also include Old San Carlos Blvd, First Street, Second Street, Third Street, Fourth Street and Fifth Street.



PRIVATE SECURITY

Detailed Security Information

Global Security is the security detail for Roar Offshore . They will have 2-3 security officers on site from Thursday, October 7th through Sunday October 10th from 8:00 PM - 7:00 AM. Also, they will have one security officer on site Thursday, October 10th through Saturday, October 12th from 12:00 PM - 6:00 PM securing the area where the beer tent will be. Global Security and Roar Offshore will ensure that all security personnel will complete the training course to be Standby/Fire watch certified. Global security must provide each certification certificate for each security personnel working the pit area prior to race weekend.

A Roar Offshore official will also be on site day and night to check in race teams throughout Tuesday, October 7th through Sunday October 10th. Salty Sam's also has one security detail that stays on the property and will make rounds throughout the evenings from Wednesday, October 6th through Sunday, October 1th.

If race teams come Tuesday or Wednesday they will only be placed on Salty Sam's property. Their security detail and our Roar Offshore official will be there to keep an eye on the teams. Teams rarely come early to the pits.

**“Exhibit A”
Cost Structure**

GLOBAL SECURITY will furnish Roar Offshore Powerboat Races, with unarmed uniformed licensed Security Officer.

The rate for this would be listed below

Security Guard	\$20.00 per guard hour
----------------	------------------------

Hours will be set by **Roar Offshore Powerboat Races**

Security Location	Fort Myers Beach
Shift times 2-3 guards 10/7-10/10	2000-0700
Shift times 1 guard 10/7 -10/8	1200-2000

1. Guard services can provided Roar Offshore Powerboat Races by an unarmed Uniformed licensed Security Officer. The officers will take specific direction from management.

Duties and responsibilities,

- Protection of common property
 - Traffic Control
 - Maintain a peaceful ambiance
 - fire watch/security during the night
2. GLOBAL SECURITY is currently working with the LCSO in the area and will continue to do so to insure total security and safety on property at all times
 3. Roar Offshore Powerboat Races and the property management company will have direct contact with the owners of GLOBAL SECURITY always. 24 hours a day.
 4. All GLOBAL SECURITY officers are prior or current military/law enforcement. All guards have extensive background checks and training.
 5. will be responsible for all responses to all emails within one business day.

6. GLOBAL SECURITY officers will be required to display in plain view all company ID badges. All GLOBAL SECURITY Company Badges have a current photo and all officers' information. GLOBAL SECURITY officers are required to release this information to anyone who requests it.
7. GLOBAL SECURITY is a smoke free company. GLOBAL SECURITY officers are not permitted to smoke on shift. GLOBAL SECURITY officers are permitted to utilize E Cigarettes on duty (OUTSIDE ONLY).
8. All requests from management and/or the board of directors should be directed to GLOBAL SECURITY management team. GLOBAL SECURITY officers are not permitted to implement policy or procedure without prior authorization from GLOBAL SECURITY management team.

BOAT LAUNCHING & CRANE OPERATION

Crane Operation:

- Ralph Young is our chair leader for crane operation. His contact information is p: and email:
- Hours of operation: Friday from 9:00AM - 5:00PM and Saturday 9:00AM - 5:00PM
- During crane operational hours OPA staff will be in charge of running the crane.
- Ralph Young's committee is responsible to keep race fans safe from crane area using 4 to 5 volunteers to keep the area safe at all times during operation.

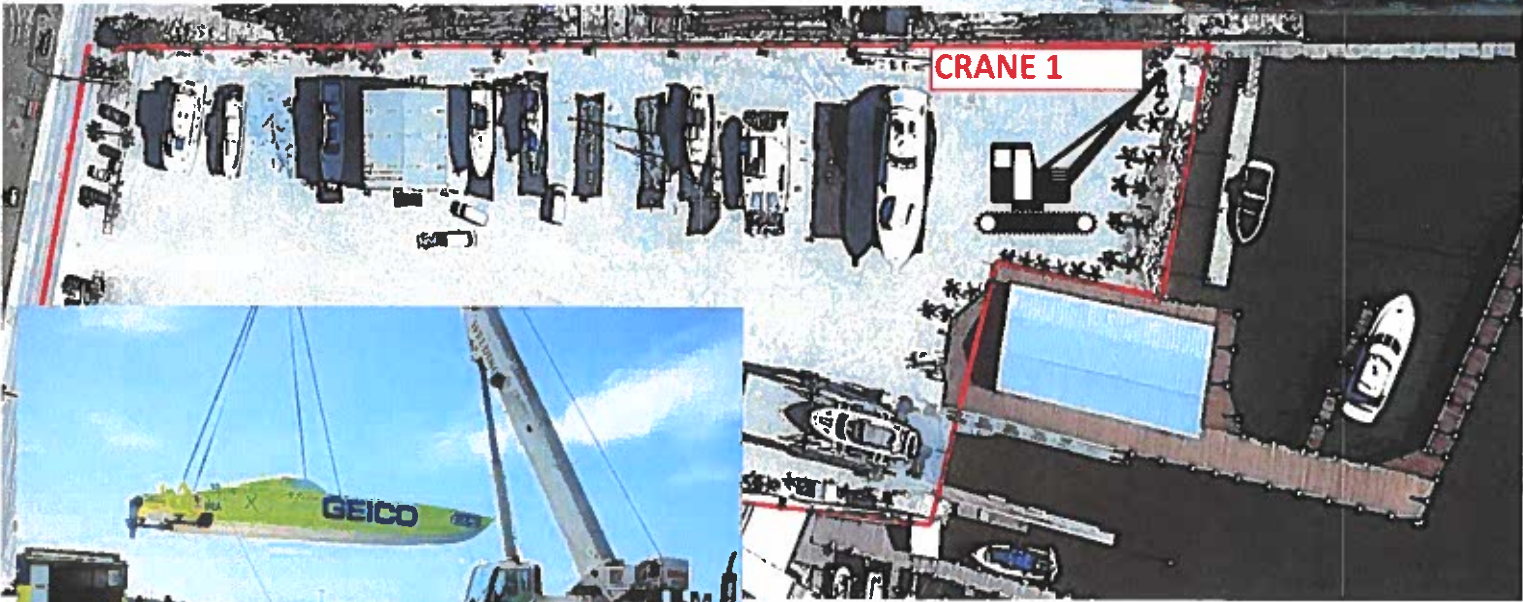
Boat Launching:

Ray Labadie is our pit area supervisor. We will have 4 volunteers helping Salty Sam's guide traffic to and from the boat ramp for race teams on Friday October 8 and Saturday October 9. There can be no more than 4-5 race teams in the ramp area at all times to keep the area clear of traffic.

2021 ROAR OFFSHORE POWER BOAT RACES

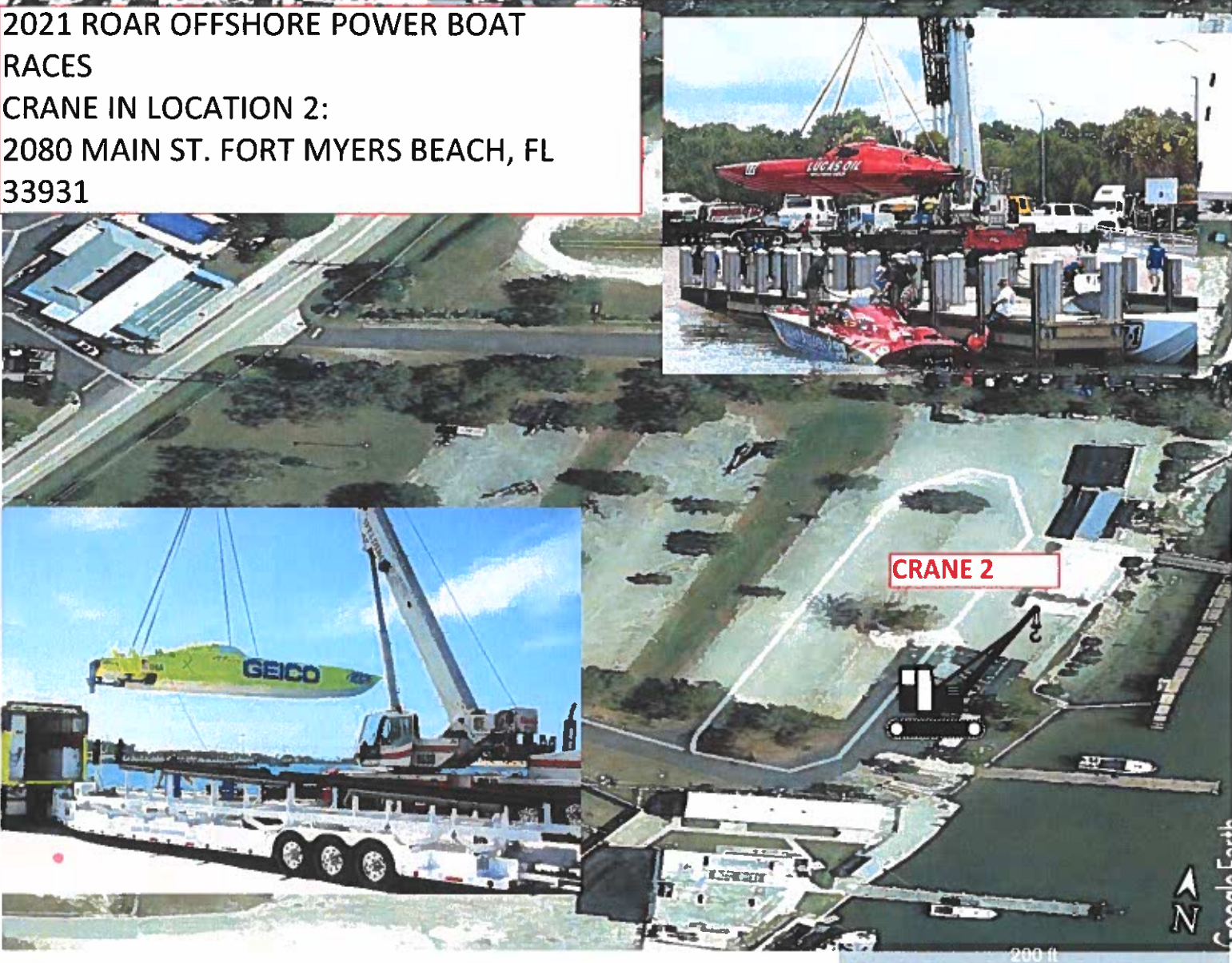
CRANE IN LOCATION 1:

1148 MAIN ST.
FORT MYERS BEACH, FL 33931



200 ft

2021 ROAR OFFSHORE POWER BOAT
RACES
CRANE IN LOCATION 2:
2080 MAIN ST. FORT MYERS BEACH, FL
33931



RACE COURSE & TRAVEL ROUTES TO COURSE

Patrol Boats Committee Chair

1. Establish committee and secure volunteers with boats
2. Make Patrol boat flags for each patrol boat
3. Coordinate with Safety committee chair and OPA officials once they arrive for race
4. Instruct each volunteer on dates, responsibilities and meeting requirements
5. Schedule Patrol boat meeting day before the race for information, assignments, etc
6. Coordinate with Coast Guard
7. Coordinate with board members on times and requirements
8. Have patrol boats patrolling and directing race boats to stay in the channel heading to the race course.
9. Keep spectators from anchoring in channel in the back bay and at the beach where the race course will be.



ROAR OFFSHORE POWER BOAT RACES

BOAT ROUTE FROM PITS TO RACE COURSE MILLING AREA



Milling Area for start of race

Lynn Hall Park

2000 ft



Map will be given to all
race teams at registration
so they comply with the
no wake zone.



CERTIFICATES OF LIABILITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2021

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COVERAGES

CERTIFICATE NUMBER: 10092019 RHF

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ OWNERS & CONTRACT ☒ 100,000. E & O GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y Y	KEO 73167-00	12:01 AM 10-05-21	12:01 AM 10-05-22	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 5,000,000. \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		KEO-73167-00	12:01 AM 10-05-21	12:01 AM 10-05-22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		XKO 73168-00	12:01 AM 10-05-21	12:01 AM 10-05-22	EACH OCCURRENCE \$ 4,000,000. AGGREGATE \$ 4,000,000. \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PARTICIPANT ACCIDENT		KPX 287291-00	12:01 AM 10-05-21	12:01 AM 10-05-22	AD & D: \$10,000. EXCESS MEDICAL \$20,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REGATTA:ROAR OFFSHORE EVENT DATE: 10/05/2021 - 10/14/2021 (SETUP & TEAR-DOWN INCL.)
CONDUCTING CLUB:OPA RACING LLC #254TEST DATE: 10/9/2021 REGION: 5 SANCTION ID: 13133
PLACE: FT MYERS BEACH, FL GULF OF MEXICO

CERTIFICATE HOLDER IS ADDL. INSURED, ONLY RESPECTS TO OPERATIONS OF NAMED INSURED.

CERTIFICATE HOLDER

CANCELLATION

ROAR OFFSHORE RACE
SPONSORS/EVENT
SPONSORS

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ OWNERS & CONTRACT ☒ 100,000. E & O GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y	Y	KEO 73167-00	12:01 AM 10-05-21	12:01 AM 10-05-22	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 5,000,000. \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			KEO-73167-00	12:01 AM 10-05-21	12:01 AM 10-05-22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			XKO 73168-00	12:01 AM 10-05-21	12:01 AM 10-05-22	EACH OCCURRENCE \$ 4,000,000. AGGREGATE \$ 4,000,000. \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B	PARTICIPANT ACCIDENT			KPX 287291-00	12:01 AM 10-05-21	12:01 AM 10-05-22	AD & D: \$10,000. EXCESS MEDICAL \$20,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REGATTA:ROAR OFFSHORE EVENT DATE: 10/05/2021 - 10/14/2021 (SETUP & TEAR-DOWN INCL.)
CONDUCTING CLUB:OPA RACING LLC #254TEST DATE: 10/9/2021 REGION: 5 SANCTION ID: 13133
PLACE: FT MYERS BEACH, FL GULF OF MEXICO

CERTIFICATE HOLDER IS ADDL. INSURED, ONLY RESPECTS TO OPERATIONS OF NAMED INSURED.

CERTIFICATE HOLDER FORT MYERS BEACH BUSINESS DISTRICT OF LEE COUNTY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2021

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 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 CELL 516.449.1134 HAWK RACE CONSULTANTS, LTD "MOTORSPORTS INSURANCE SPECIALISTS" 1600 STEWART AVE PH 702 WESTBURY, NY 11590	CONTACT NAME: RH FELSEN PHONE (A/C No. Ext): 516-466-9760 FAX (A/C No.): 516-466-9663 E-MAIL ADDRESS: HAWKRACE@AOL.COM														
INSURED OPA RACING LLC/ROAR OFFSHORE LLC-PROMOTER C/O SMITTYS MARINE, 799 ROUTE #70 BRICKTOWN, NJ 08723	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : NATIONAL CASUALTY COMPANY</td> <td>11911</td> </tr> <tr> <td>INSURER B : NATIONWIDE LIFE INSURANCE COMPANY</td> <td>66869</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NATIONAL CASUALTY COMPANY	11911	INSURER B : NATIONWIDE LIFE INSURANCE COMPANY	66869	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

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CERTIFICATE HOLDER

CANCELLATION

LEE COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 398 FORT MEYERS, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Roar Offshore 2021 Schedule



THURSDAY OCT 7 TH	FROM	UNTIL	LOCATION
RIBBON CUTTING CEREMONY	10:00AM		SALTY SAM'S
RACE VILLAGE / DRY PITS OPEN TO THE PUBLIC	10:00AM	04:00PM	SALTY SAM'S
RACE TEAM REGISTRATION OPEN	12:00PM	04:00PM	DIAMONDHEAD BEACH RESORT
SAFETY INSPECTIONS	12:00PM	04:00PM	RACE VILLAGE
GPS REGISTRATION	12:00PM	04:00PM	RACE VILLAGE
BOAT PARADE STAGING ON MAIN STREET	03:30PM	05:30PM	MAIN STREET
ROAR OFFSHORE BOAT PARADE	05:45PM	6:15PM	FORT MYERS BEACH
ROAR OFFSHORE STREET PARTY	06:00PM	10:00PM	FORT MYERS BEACH
FRIDAY OCT 8 TH	FROM	UNTIL	LOCATION
DRY PITS OPEN TO THE PUBLIC	09:00AM	09:00PM	SALTY SAM'S RACE VILLAGE
RACER TEAM MEETING - MANDATORY	08:00AM	09:00AM	TBD
BOAT INSPECTIONS	09:00AM	05:00PM	SALTY SAM'S RACE VILLAGE
GPS REGISTRATIONS	10:00AM	05:00PM	SALTY SAM'S
CRANES AND RACE CONTROL OPERATIONAL	10:00AM		
SWIM/DUNKER TEST	12:00PM	04:00PM	TBD
TESTING	10:00AM	03:00PM	
VIP RACER RECEPTION - MEET AND GREET	04:30PM	06:30PM	TBD
ROAR OFFSHORE FESTIVAL OF SPEED	04:00PM	09:00PM	SALTY SAM'S RACE VILLAGE
SATURDAY OCT 9 TH	FROM	UNTIL	LOCATION
DRY & WET PITS OPEN	08:00AM	05:00PM	SALTY SAM'S RACE VILLAGE
CRANES AND RACE CONTROL OPERATIONAL	08:00AM		SALTY SAM'S RACE VILLAGE
MEDICAL AND DIVE TEAM BRIEFING	08:00AM	09:00AM	SALTY SAM'S RACE VILLAGE
PATROL FLEET BRIEFING	08:00AM	09:00AM	SALTY SAM'S RACE VILLAGE
PATROL FLEET ON COURSE	09:30AM		RACECOURSE
RACER PHYSICALS	07:00AM	08:00AM	TBD
RACER TEAM MEETING - MANDATORY	08:00AM	08:30AM	TBD
MARINE OBSERVER HELO SWEEP	09:00AM	10:00AM	RACECOURSE
RACE 1 BOATS TO MILLING AREA	09:30AM	10:00AM	RACECOURSE
RACE 1 - CLASS 1 - 7	10:00AM	11:00AM	RACECOURSE
HELO REFUEL	11:00AM	11:30AM	
RACE 2 BOATS TO MILLING AREA	11:00AM	11:30AM	RACECOURSE
RACE 2 - SUPER VEE EXTREME, PROSTOCK VEE	11:30AM	12:30PM	RACECOURSE
RACE 3- BOATS TO MILLING AREA	12:00PM	12:30PM	RACECOURSE
RACE 3 - SUPERSTOCK	12:30PM	01:30PM	RACECOURSE
HELO REFUEL	01:30PM	02:00PM	
RACE 4 - BOATS TO MILLING AREA	01:30PM	02:00PM	RACECOURSE
RACE 4 - SUPERCAT	02:00PM	03:00PM	RACECOURSE
RACE 5 - BOATS TO MILLING AREA	02:30PM	03:00PM	RACECOURSE
RACE 5 - CLASS ONE	03:00PM	04:00PM	RACECOURSE
TURBO CHARGED CLOSING CEREMONIES	05:00PM	07:00PM	TBD
AWARDS	07:30PM		TBD



EVENT REPORT

ROAR OFFSHORE

OCTOBER 2019



CONTENTS

- Television Broadcast Highlights
- Economic Impact
- Pier Pressure
- Sizzling Season Finale
- Roar Offshore 2019 Delivered \$18.5M Economic Impact
- Event Highlights
- 2021 Event Calendar





Roar Offshore Television Broadcast

HIGHLIGHT PROGRAMS

P1 has produced a 1 x 60 minute program following the 2019 Roar Offshore event for domestic and international broadcast.

DOMESTIC BROADCAST

CBS Sports Network broadcast nationally the 60 minute highlight Program. Fox Sports Florida and other Fox Regional Sports Networks have broadcasted the Sarasota & Cocoa Beach show within 1 month of the event to a potential 40m homes across the USA. The first airing was on CBS Sports then Fox Sports Swith more than 10 repeat airings.

CBS Sports Network: 19th October 12:00PM EST
Fox Sports Florida: 2nd November 5:00PM EST



SUN SPORTS



INTERNATIONAL BROADCAST

P1 has an enviable television distribution to more than 100 countries on major sports networks including Fox Sports International, Ten Sports, Sky Sports, SportTV, and Motors TV.



MEDIA VALUATION

Powerboat P1 has produced a media valuation in conjunction with internationally renowned evaluation company, Nielsen. Nielsen has quoted and estimated value of \$1,216,769 for the Roar Offshore television program for 2019.



ROAR OFFSHORE ECONOMIC IMPACT



'Heads in Beds' (event participants only; 4nt stay @\$225/nt)	NUMBER	NIGHTS	VALUE
Roar Offshore Management and Event Staff	60	240	\$54,000
P1 / OPA Offshore Teams	138	552	\$124,200
Roar Offshore VIPs / Sponsors / Media	50	200	\$45,000
Friends and Family	400	1600	\$360,000
TOTAL	648	2,592	\$583,200

Direct Local Spend	NUMBER	AVG SPEND	VALUE
Local Expenditure (Staff, Teams)	198	\$600	\$118,800
Local Expenditure (Friends/Family)	400	\$300	\$120,000
Local Expenditure (Spectators)	37,000	\$150	\$5,550,000
<i>Multiplier: 1.8978 US Bureau of Economic Analysis. RIM II Output Multipliers</i>			\$10,532,790
Local Operational Event Costs			\$290,000
Television Production and Broadcast Costs			\$85,000
TOTAL			\$16,696,590

Television Distribution Media Value as estimated by Nielsen

CBS Sports and Fox Sports aired an hour long post-race program reaching approximately 65 million homes within the United States and 400 million households in over 150 countries

VALUE
\$1,216,769

HEADS IN BEDS (event participants only)

\$583,200

DIRECT LOCAL SPEND

\$16,696,590

MEDIA VALUE

\$1,216,769

TOTAL ECONOMIC IMPACT ROAR OFFSHORE

\$18,496,559

This figure does not take include any Hotel Rooms booked by Spectators

(over 90% of beach area accommodations where sold out with three night minimum stays during the race)



Pier Pressure

Thursday, 17 October 2019

Written by Matt Trulio

Offshore powerboat race organizers and producers lean toward optimism in their estimations of the number of spectators on hand for their events. To be fair, with the exception of VIP areas and such, the sport has no “paid gates” so definitive spectator counts are impossible. Then again, a woman lying face-down on a towel facing away from the water all day probably didn’t come to the beach to watch the race.



*Forget numbers: the crowd on the Fort Myers Beach Pier—just one viewing area for last weekend's Roar Offshore event—was simply gigantic
Photo courtesy/copyright Pete Baden/Shoot 2 Thrill Pix.*

Roar Offshore organizers Tim Hill, his wife, Cyndee, and Mike Shepherd were expecting some 70,000 visitors to flood the Fort Myers Beach, Fla., last weekend, the season finale of the six-race American Power Boat Association Offshore Championship Series produced by the Offshore Powerboat Association and Powerboat PI. I don't know that a sold-out, National Football League stadium-style crowd turned out for the event. Then again crowd density gets lost along a five-mile racecourse.

But I do know that the group on the pier—as you can see from the image above—was huge, as was the spectator fleet. (I got bored and stopped counting at 250 boats lining the outside perimeter of the course.) I'm talking massive. The Coast Guard stopped counting the spectator fleet at 1,200 boats.

Just as the folks who sardined themselves onto the Fort Myers Beach Pier definitely were there to watch the race, the boats in the spectator fleet didn't accidentally end up anchored side by side in a line that stretched for miles. Most of those boats were packed to the gunwales with passengers. That much I could see from my perch on the 12th floor of the DiamondHead Resort, the host hotel for the event.

So I'll dispense with numbers and go with an adjective. **Gigantic.** The crowd that turned out for Roar Offshore was simply gigantic.

SIZZLING SEASON FINALE

October 12, Fort Myers Beach, Fla.

Once a cherished venue, Fort Myers Beach hadn't seen an offshore powerboat race since 2006. So not only did the husband-and-wife organizing duo of Tim and Cyndee Hill and fellow Roar Offshore Fort Myers Beach organizer Mike Shepherd have to start from scratch, they had all the pressure of a season-finale on their shoulders. From a raceboat parade that attracted an estimated 10,000 spectators to the Saturday contest itself, which pulled in 68 boats (the biggest fleet of the APBA series), **they hit a homerun.**

HIGH

With two wins and two second-place finishes heading into Fort Myers Beach, *Pro Floors Racing's* Wayne Valder and Grant Bruggemann only had to start the 12-lap race to take home the Supercat-class national championship. But they did better than that. They triumphed over six other Supercat teams.

LOW

The inaugural APBA Offshore Championship Series produced by OPA and Powerboat P1 is complete.



Roar Offshore 2019 Delivered \$18.5 Million Economic Impact, Reports States

Written by Matt Trulio

The return of offshore powerboat racing to Fort Myers Beach, Fla., in late October 2019 after a 13-year hiatus proved to be as good for the venue as it was for the sport. According to an economic impact report released today by the event organizers, the Roar Offshore event—the season finale of the 2019 American Power Boat Association Offshore Championship Series—not only attracted a record-setting 68 teams, it generated an estimated economic impact of \$18.5 million and a direct total impact of \$16.7 million in expenditures.

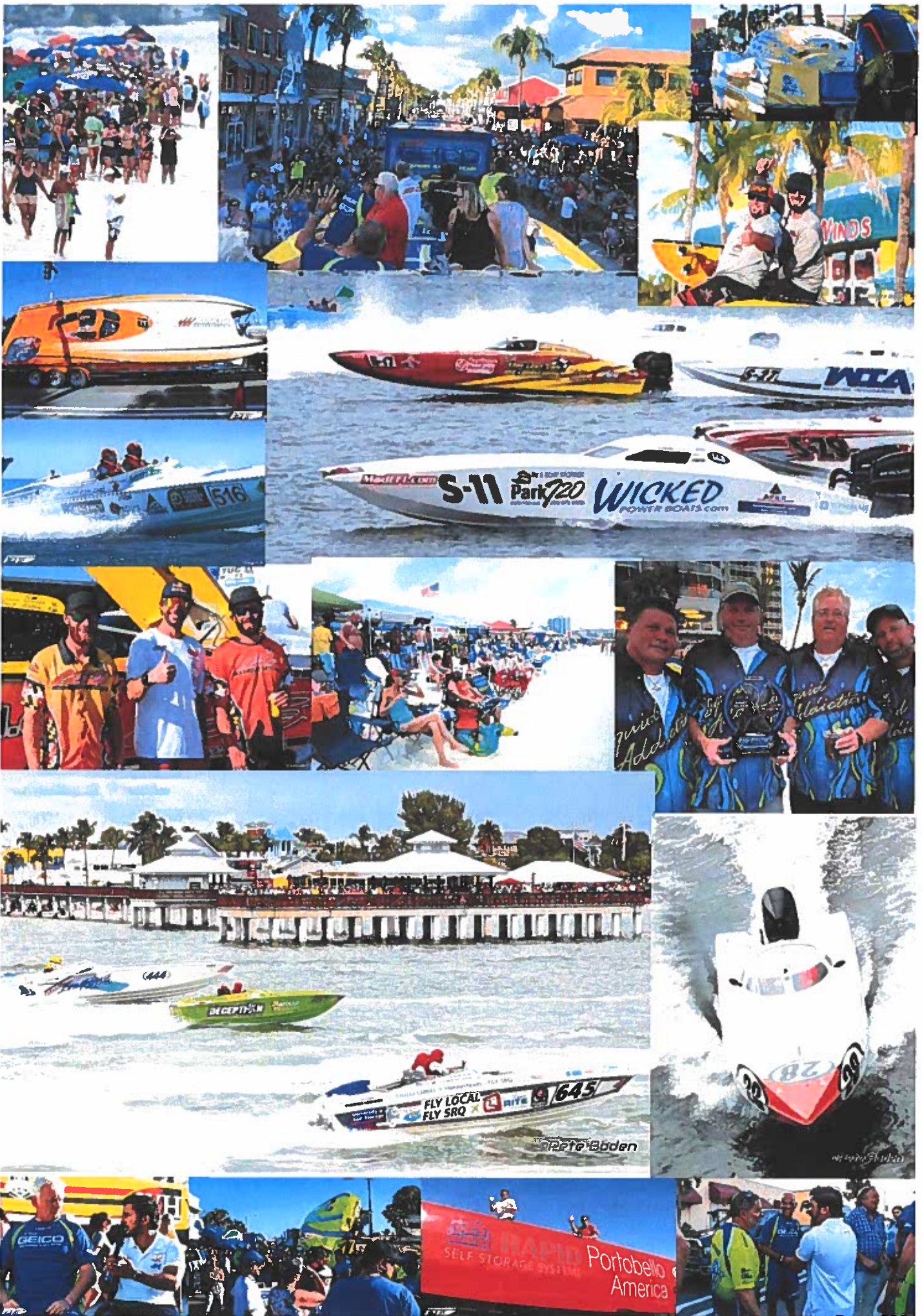


The final contest of the last year's APBA Offshore Championship Series, Roar Offshore benefitted the sport and the local Fort Myers Beach community. Photo courtesy/copyright Pete Boden/Shoot 2 Thrill Pix.

Those figures *do not* "include any hotel room revenue booked by spectators," the report stated. Based on the estimated occupancy rate of the beach area for race weekend an additional direct spend by spectators on hotel rooms is \$4.25 million based on 300 rooms booked for three-night stays, which translates to 18,900 room night with average nightly rate of \$225.

CBS Sports and Fox Sports aired an hour-long post-race program covering the Roar Offshore event. According to the report, the TV show reached approximately 65 million homes in the United States and 400 million households in more than 150 countries. The races were also livestreamed with 312,167 viewers tuning in from around the world.

"Roar Offshore is entirely sponsored by businesses and individuals that have a vision for powerboat racing on Fort Myers Beach, and a wish to improve our local area economy by bringing in tourism dollars," said organizers Tim Hill, his wife, Cyndee and Mike Shepherd in a joint statement including in the report. "In addition to our volunteers, without our Roar Offshore sponsors, sanctioned powerboat racing would not take place in Lee County on Fort Myers Beach.





EVENT HIGHLIGHTS

- National Championship of the inaugural APBA Offshore Championship
- 1st time Powerboat PI and OPA partnered to produce an Offshore Powerboat Race Event
- Record number of race boats attend Roar Offshore
- Over 300,000 video views on social media
- 17 countries represented
- 60,000 spectators on the beach
- 10,000 race fans at the block party
- Largest on water Spectator Fleet ever, 1,200+ vessels



2021 CALENDAR

Thunder on Cocoa Beach	Cocoa Beach, FL	May 20-23
Lake Race	Lake Ozark, MO	June 3-5
Sarasota Powerboat Grand Prix	Sarasota, FL	June 25-27
St. Clair River Classic	St. Clair, MI	July 31 - Aug 1
Great Lakes Grand Prix	Michigan City, IN	Aug 5-7
2021 Roar Offshore	Fort Meyers Beach, FL	October 7-9

FOR MORE INFORMATION
ROAROFFSHORE.COM
 ROAR OFFSHORE
 492 KEENAN CT
 FORT MYERS, FL 33919
 238-238-7777



© 2019 Roar Offshore Fort Myers Beach
 Powerboat Races LLC.

1. **Requested Motion:**

Meeting Date: August 2, 2021

Special Event - Walk the Arches - Poker Walk to be held October 2, 2021

Why the action is necessary:

Requests for a fee waiver must be approved by Town Council

What the action accomplishes:

Allow event to happen

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Ordinance 20-17 Sec 22-7 (f)

4. **Submitter of Information:**

5. **Background:**

Walk the Arches is a non profit organization, requesting a waiver of the Special Event permit fees. This is a Halloween themed poker walk to be held at some of the restaurants in Time Square with the event being held at Mango-Rita's to raise money for the Arches.

Attachments:

1. Poker Walk Application

Financial Impact:

100.00 permit fee

6. **Alternative Action**

Denial

7. **Management Recommendations:**

8. **Recommended Approval:**

Patty Prevost, Code Supervisor/STR Coordinator
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 7/26/2021
Approved - 7/26/2021
Approved - 7/26/2021
Approved - 7/27/2021
Final Approval - 7/27/2021

211153



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Fax: (239) 765-0909 Email: Specialevents@fmbgov.com

Name of event Walk the Arches, Poker Walk

Attach separate sheet of paper with detailed description of event

Date(s) and times of event October 2nd 2021, 11am to 8pm

Address of event 1021 Estero Blvd, Fort Myers Beach, 33931

Expected # of participants/attendees 50-100

Sponsoring Organization Restore Fort Myers Beach Arches, Inc

Organization address 11796 S Cold Creek Pl, Vail, AZ 85641

Contact Person/Phone# Jamie Kouba / 254-449-0753

E-mail jamie.kouba@lcm.com

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

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

How many Spaces? How many hours

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

Letters of Permission to use Property

Letters of Permission to use Parking N/A Parking Plan See Attachment

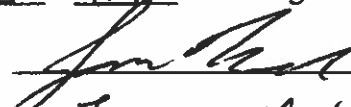
Site Plan X Insurance Yes (Naming Town of FMB as Certificate Holder)

Requesting Water Y ☐ N ☒ Electric Y ☐ N ☒

Requires Council Approval:

Waiver of open container Y ☐ N ☐ Waiver of Town parking fees Y ☐ N ☒

Waiver of Noise Ordinance Y ☐ N ☒ Recurring Event Y ☐ N ☒

Applicant Signature 

Printed Name Jamie Kouba

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

April 27, 2021

Applicant to Complete:

Company managing trash removal: N/A

No. of dumpsters: _____ Type of dumpsters: _____

Who is responsible for clean-up and payment: _____

City right-of-way Parking Use: _____ Number of spaces: _____

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202 Fax (239)765-0909

FMB Environmental Sciences remarks: Exempt

Approval: _____ Date: _____

*each business
will be responsible
for their trash
removal*

*not
exempt*



Permit #: 211153

Permit Date: 07/06/2021

Review Date: 07/06/2021

Review Type: SEP-Environmental

Target Date: 07/09/2021

Scheduled Time: 00:00

Completed Date: 07/06/2021

Description:

Review Status: Reviewed w/ Conditions

Assigned To: Chadd Chustz

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

07/06/2021

The event shall comply with the Town of Fort Myers Beach Ordinance & Land Development Code.

A 10 foot buffer shall be maintained between any dune vegetation and event activities. In addition, it is prohibited for any person to:

- Harass, molest or disturb wildlife (Land Development Code Sec. 14-3);
- Destroy or harm a dune or remove dune vegetation (Land Development Code Sec. 14-3);
- Discard or leave litter, garbage, trash or refuse, vegetative clippings, or debris (Sec. 14-3);

Special event permit holders are responsible for ensuring that the area where the event is held is free of all litter and debris within 24 hours of the time the special event ends. In the event this section is not complied with, the town manager has the authority to contract with a cleaning service and the cost of the cleanup will be the responsibility of the permit holder (Sec. 22-12).

No person shall make, continue or cause to be made or continued any noise disturbance in accordance with Land Development Code Sec. 14-23. Noises resulting from a special event

authorized pursuant to chapter 22 of the Land Development Code are excepted; provided, such noises are in compliance with any specific limitations as set forth within the special event permit. If no specific limitations are set forth in the special event permit, the provisions of Land Development Code Sec. 14-23 shall fully apply.

Property Information

Parcel#: 244623W3002080040

BENSON BRADFORD J TR

1021 ESTERO BLVD

Zoning: DOWNTOWN Lot: 0040 Block: 00208

BENSON BRADFORD J TR

927 PRESCOTT ST

FORT MYERS BEACH, FL 33931



Permit #: 211153

Permit Date: 07/06/2021

Review Date: 07/06/2021

Review Type: SEP-Public Works Review

Target Date: 07/09/2021

Scheduled Time: 00:00

Completed Date:

Description: No parking in town right of way. Applicant responsible for clean up.

Review Status: Approved

Assigned To: Martin Pitts

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Property Information

Parcel#: 244623W3002080040

BENSON BRADFORD J TR

1021 ESTERO BLVD

Zoning: DOWNTOWN**Lot:** 0040**Block:** 00208

BENSON BRADFORD J TR

927 PRESCOTT ST

FORT MYERS BEACH, FL 33931

FORT MYERS BEACH FIRE DEPT

17891 San Carlos Blvd - 3rd Floor, Fort Myers Beach, FL 33931

Tel (239) 590-4210

Fax (239) 463-6761

Fire Guards: (how many?) N/AFee: N/AFlammable Vegetation: None PermittedFirst Aid Equipment: N/AFire Extinguishing Equipment: N/ASpecial Arrangements: No setup in or around businesses. Locations shall obtain posted occupant loads.Jennifer Campbell

Print Name

Jennifer Campbell

Approval Signature

7/12/21

Date

prevention@fmbfire.org - For Fire Department Handbook and additional application.

LEE COUNTY SHERIFF'S DEPT

15650 Pine Ridge Road, Fort Myers, FL 33908

Tel (239) 477-1830

Fax (239) 432-0268

Parking: Parking for the event will be in authorized areas only. Right-of way must not be impeded. Event Coordinators are encouraging participants to use paid & private parking along with trolley service.Deputies (how many?) None required for this eventTraffic Control: None required for this eventFees: None required for this eventSpecial Arrangements: All participants must adhere to all pedestrian traffic laws while walking to and from the event. They must use all established walkways, pathways and crosswalks throughout the route.D. Petrucci

Print Name

[Signature]

Approval Signature

7-7-21

Date

April 27, 2021

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

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

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

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer

Tel (239)344-5627 Fax (850)412-0590

Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

Exempt NA AP

Check list: Application _____ Site Plan _____ Description _____

Florida DEP approval: _____ Date: _____

Turtle Time Inc.: Eve Haverfield

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

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

Exempt NA AP

Turtle Time approval: _____ Date: _____



5294 Summerlin Commons Way, Suite 1201
Fort Myers, Florida 33907

Phone 239.590.0263
Fax 239.590.0281
EB/CA 29355
www.LCM.com

To whom it may concern,

LCM Engineering and Restore Fort Meyers Beach Arches (RFMBA) is asking permission to hold "Walk the Arches, Poker Walk" on October 2nd, 2021. It will be Halloween themed and costumes are encouraged. There will be eight locations in total that people can get a card for their poker hand, it is a seven card hand with one wild card stop. People will be asked to Check In at Mango Rita's, then they are free to wander to all of the locations to get a hand dealt to them. At 5pm when the walk is over, they will need to check back in at Mango Rita's so that we can determine the winning hand. While we are doing that, raffle basket winners will be announced and a quick costume contest will be held for those who decided to participate in that too. The following is a schedule of events and the current sponsors list.

Schedule of Events

10am	Setup to begin at all locations
11am to 5pm:	Cards to be dealt
5pm to 6pm:	Winners of Poker hand, raffle baskets, and costume contest will be awarded

Current Sponsors and participating locations:

LCM Engineering
Tree Tietsort
239-590-0263

Mango-Rita's
Jason Ingram
239-233-8261

Pete's Time Out
Tiffany Roost
239-463-5900

Petey's Upper Deck
Tony Coppolino
239-463-3838

Pier Side Grill
Martin York
239-765-7800

Doc Ford's

Joe Harrity
239-765-9660

Bonita Bills
Shamie Kelly
239-463-6119

Snug Harbor
Raymond Donovan
239-463-4343

The Salty Crab
Jamie McElhone
239-233-8224

Set up/Tear Down

The only set up will involve small signs are the dealer's tables at each location. Those will be removed at 5pm, except for at Mango Rita's which will be removed at 6pm.

RFMBA is not selling any food or liquor.

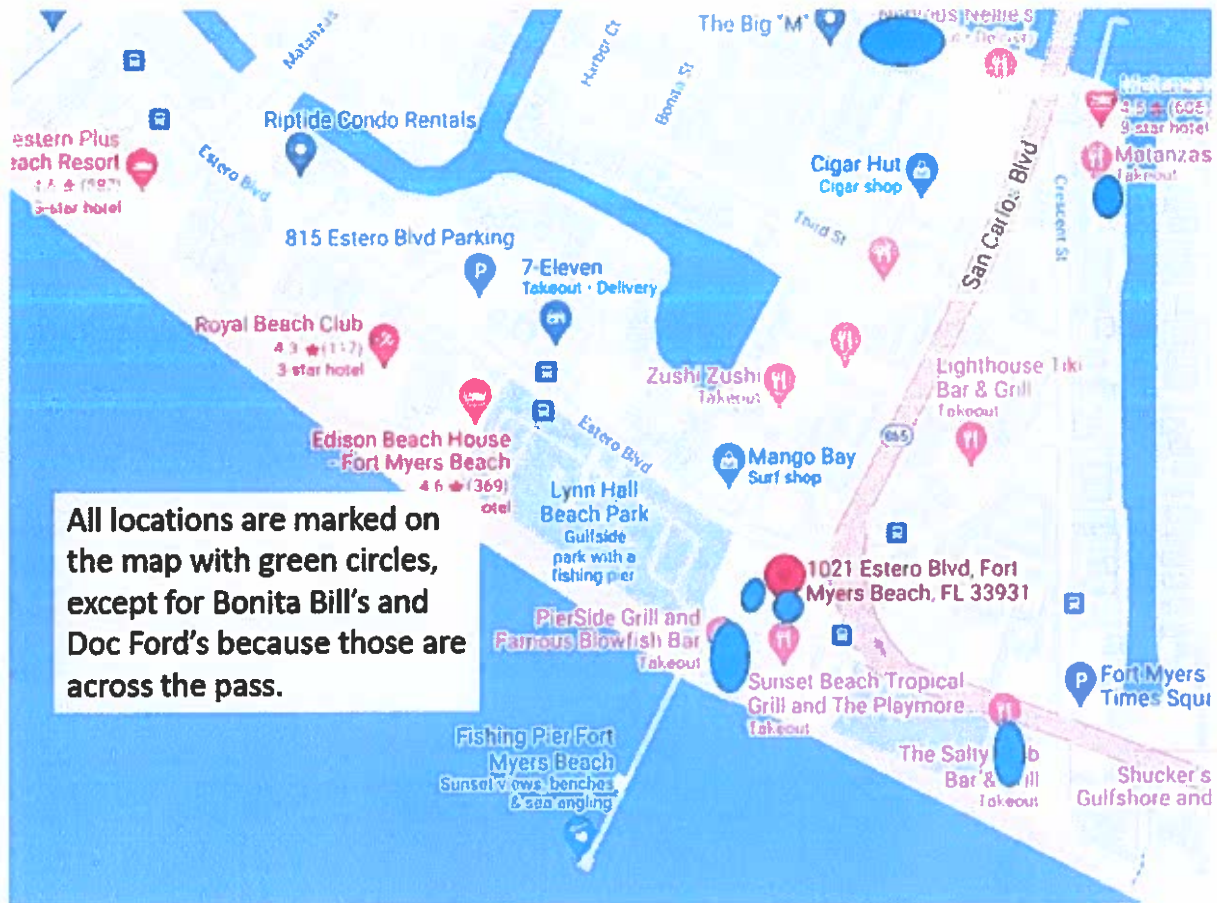
Parking Plan:

Parking is scarce on FMB, and we are advertising along with our event that people should take advantage of Lee Tran if possible. Attendees will be encouraged to walk the event. Our Event's Page will have the following message on it:

Parking is at premium on Fort Myers Beach. We encourage all attendees to walk the route. Please use public transportation if possible. Fort Myers Beach has a wonderful Park and Ride Trolley system that we encourage you to utilize!

There will also be a link to the Park and Ride

Site Plan:



Jamie Kouba

From: jason ingream <jasoningream@gmail.com>
Sent: Friday, July 2, 2021 10:25 AM
To: Jamie Kouba
Subject: Mango Rita's permission letter

To whom It may concern,

On October 2, 2021 the Fort Myers Beach Arch poker walk will be using Mango Rita's at 1021 Estero Blvd as its base of operation. Headed by Jamie Kouba, they will use my facility to help raise money and awareness for the arch project. Please use this as my permission to allow them to begin and end their poker walk. If you should have any questions please feel free to reach out to me on my cell at 717-830-2629

Thank you

Jason Ingreame
Owner of Mango Rita's

Jason ingream



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2021

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 East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No): E-MAIL ADDRESS: info@theeventhelper.com	
INSURED Restore Fort Myers Beach Arches, Inc Steven McDonald 11796 S. Cold Creek Place Vail AZ 85841		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378	

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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	3DS5472-M2412216	10/02/2021 12:01 AM	10/03/2021 12:01 AM	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 \$ 1,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
Attendance: 200, Event Type: Poker Event & Card Game.

CERTIFICATE HOLDER**CANCELLATION**

Town Of Fort Myers Beach 2523 Estero Blvd 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
---	---

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To: Fort Myers Beach Fire Control District (FMBFCD)
100 Voorhis St
Fort Myers Beach, FL 33931

June 21st, 2021

From: Jamie Kouba
President, Restore Fort Myers Beach (FMB) Arches, Inc
11796 S. Cold Creek Place
Vail, AZ. 85641

Subject: Request for the waiver/reduction in fees

To whom it may concern,

Request a waiver of fees being charged for Special Event Permit for the Walk The Arches Halloween Poker Walk. Our 501(c)3 organization exists to Restore the FMB Arches. The FMB Arches were built in 1924 by Developer Tom Phillips. The Arches were a great iconic gateway entrance to FMB for over half a century (1924-79). The Arches were a symbol of home to FMB's residents, and sign of arrival and recognition to FMBs' visitors.

This is an event to fund Lee County Construction Costs of a Commemorative Arch using original materials in Bowditch Regional Park. Walk The Arches Halloween Poker Walk is a major fundraiser for our group who is paying for construction. Our group paid to remove the remains of the original Arches from 40 years of over-burden, and then paid to have them 3D imaged by archeologist at the USF IDEx.

The Commemorative Arch expects to be a new tourist attraction to our visitors and a tie to the past for our residents. We want to market the slogan "Take a picture under this Arch and you will return to FMB just like the Arch did". Any fees paid to FMBFCD would directly subtract from the bottom dollar we hope to raise from this event to benefit our community.

See attached proof of Internal Revenue Not for Profit status. Thanks for considering.

Jamie Kouba
Vice-President, Restore Fort Myers Beach Arches, Inc.
239-590-0263

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 05 2018

RESTORE FORT MYERS BEACH ARCHES
11796 SOUTH COLD CREEK PLACE
TALL, AZ 85641-0000

Employer Identification Number:
82-2099463
DLN:
26053640001078
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 02, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

RESTORE FORT MYERS BEACH ARCHES

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947



FORT MYERS BEACH FIRE DEPARTMENT

100 VOORHIS STREET • FORT MYERS BEACH, FLORIDA 33931
MAILING ADDRESS: POST OFFICE BOX 2880 • FORT MYERS BEACH, FLORIDA 33932

Special Events Application and Guidebook

Event Type:

☒ Small Outdoor/Indoor Event	☐ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: June 21, 2021		Date of Event: October 2, 2021
Location: 1021 Estero Blvd, Fort Myers Beach, FL 33931		
Event Start Date/Time: October 2nd, 11 am		Event End Date/Time: October 2nd, 6pm
Setup Date: October 2nd	Setup Time: October 2nd, 10 am	Inspection Time:
Event Sponsor: LCM Engineering, Mango-Rita's, Bonita Bills, Doc Ford's, Pierside, Petey's Upper Deck, Salty Crab, Diversified Yacht Services		
Sponsor Contact: See Attachment	Sponsor Phone #:	Sponsor Email:
Anticipated Number of Attendees: 50-100		Anticipated Number of Event Workers: 10-12
Will there be carnival or mechanical rides: No		Number of Stages: None
Total Number of Vendors: None		Total Number of Hot Food Vendors: None
Number of Tents larger than 20 x 20: None		Number of 10 x 10 Tents: None

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors with full contact information must be provided to the Fort Myers Beach Fire Department. This information will include contact name, number, and e-mail. All inspection fees will be due at time of service. All fees must be paid prior to releasing any permit.

Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

- A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
- A life safety evaluation may be required based on the size of the event in accordance with the firecode.
- All vendors should review FMBFD guidelines, on our website at www.FMBFire.org
- Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Jamie Kouba Submitting Party Name (Print) Submitting Party Name (Sign) Date: 6/21/21	Administrative Use Only Date Received: Received By: Fees Due: Forwarded for Review:	Paid: ☐
--	--	-----------------------------------

1. **Requested Motion:**

Meeting Date: August 2, 2021

Special Event - 3rd Annual Rock the Arches Music Festival to be held April 23, 2022

Why the action is necessary:

Waivers must be presented to Town Council per Ord.20-17

What the action accomplishes:

Allows for event to happen.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Ord. 20-17 Sec. 22- 7(g)

4. **Submitter of Information:**

5. **Background:**

3rd Annual Rock the Arches Music Festival. Non profit 501 (c), raising money for the Arches to be brought back to Fort Myers Beach. They are requesting a waiver of fees. LCSO is requesting additional security measures if event is larger than they have predicted, either through LCSO or Lani Kai security. Contingent on all in house approvals.

Attachments:

1. 211274 Rock the Arches

Financial Impact:

100.00 for permit fee.

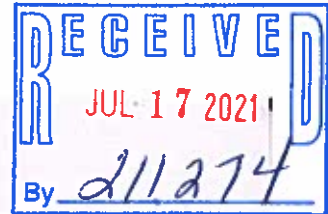
6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Patty Prevost, Code Supervisor/STR Coordinator
Daphnie Bercher, Community Services Administrator
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 7/27/2021
Approved - 7/27/2021
Approved - 7/27/2021
Approved - 7/27/2021
Final Approval - 7/28/2021



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 ext 1303 • Fax: (239) 765-6009 Email: Permits@fortmyersbeachfl.gov

Name of event	3rd Annual Rock The Arches Music Festival
Attach separate sheet of paper with detailed description of event	
Date(s) and times of event	April 23rd, 2022 11AM to 9PM
Address of event	1400 Estero Blvd, Fort Myers Beach FL 33931
Expected # of participants/attendees	350 over 10 hours
Sponsoring Organization	Restore Fort Myers Beach Arches, Inc.
Organization address	11796 S Cold Creek Pl, Vail, AZ 85641
Contact Person/Phone#	Steven Ray McDonald 520-227-9902
E-mail	mickyds2002@yahoo.com
Applicant Signature	
Printed Name	Steven Ray McDonald

Amplified Music	Y ☒ N ☐	500 Ft Notifications	N/A	Copy of Letter	
Renting Town Property	Y ☐ N ☒	Renting Parking Spaces	Y ☒ N ☐		
How many Spaces?		How many hours			
Extension of Premises? (Y to go to Council)	Y ☐ N ☒	AHT Form		How many days? 1	(Over 3 days needs)
Letters of Permission to use Property					
Letters of Permission to use Parking		N/A	Parking Plan	See Attachment	
Site Plan	X ☒	Insurance	N/A	(Naming Town of FMB as Certificate Holder)	
Requesting Water	Y ☐ N ☒	Electric	Y ☐ N ☒		
Requires Council Approval					
Waiver of open container	Y ☐ N ☒	Waiver of Town parking fees	Y ☐ N ☒		
Waiver of Noise Ordinance	Y ☐ N ☒				

Applicant to Complete:

Company managing trash removal: Advanced Disposal

No. of dumpsters: 3 Type of dumpsters: Trash compactor, 2 Dumpsters

Who is responsible for clean-up and payment: Lani Kai

City right-of-way Parking Use: No Number of spaces:

FORT MYERS BEACH FIRE DEPT
100 Voorhis St, Fort Myers Beach, FL 33931

Tel (239) 590-4205
Fax (239) 432-1554

Fire Guards: (how many?) N/A

Fee: Invoiced

Flammable Vegetation: None Permitted

First Aid Equipment: N/A

Fire Extinguishing Equipment: N/A

Special Arrangements: A fire inspection is to be done on setup prior to event start.

A state tagged (2A:10BC) fire extinguisher is to be accessible from the stage and vendor setup.

Jennifer Campbell
Print Name

Jennifer Campbell
Approval Signature

7/12/21
Date

PREVENTION@FMBFIRE.ORG – For Fire Department Handbook and additional application.

LEE COUNTY SHERIFF'S DEPT Tel (239)477-1830 Fax (239)432-0268
15650 Pine Ridge Road, Fort Myers, FL 33908

Parking: Parking in authorized areas only. Right-of-way should not be impeded. Participants will be encouraged to use paid & public parking in the area as well as public transportation to/from event.

Deputies (how many?) None required for this event

Traffic Control: None required for this event

Fees: None required for this event

Special Arrangements: All amplified sound should adhere to Town of Ft Myers Beach noise ordinances

It is understood by this office that additional food and alcohol will not be served beyond what is normally done at the Lani Kai. If during planning, the event organizer feels that this event may be larger than originally anticipated, it will be the responsibility of the organizer to ensure that additional security measures are in place either through the Lani Kai security or LCSO.

Print Name	Approval Signature	Date
Steven Brady	<i>St. Steven Brady</i>	5-27-21

Request The Town Council Waive The Permit Fees:

IAW Ordinance 12-04 Restore Fort Myers Beach Arches, Inc is asking for the town to waive the application Fees. Restore Fort Myers Beach Arches, Inc is a non-profit.

Restore Fort Myers Beach Arches Inc a 501(c)3 is using the donations raised at this event to benefit the Town of Fort Myers Beach by using the donations to construct a new tourist attraction, the Commemorative Arch in Bowditch Point Regional Park. The Arch is using historic materials where possible to that Commemorates the Fort Myers Beach Arches 1924-1979.

Detailed Description Of 3rd Annual Rock The Arches Music Festival

Number of Expected People:

We expect all day long we may have 350 people (not all at once). We will host bands that are playing for free to benefit our organization. We estimate 6 bands on the main beach stage and 7 solo/duo acts in the Key West Cove.

Date:

The date for the event is April 23rd, 2022.

Time of Day:

Bands will start playing at 11 AM; each band will take the stage for an hour with 20 minutes in between on the main beach stage. We need a loading and unloading area behind the stage for bands. In the Key West Cove, we will set up a corner for duet and solo acts to play. They will be staggered so when the main stage is setting up, there will still be music in the Cove. The musical acts will play until 9 PM.

Set Up/Tear Down:

The set up will start at about 8am. RSFMBA, Inc will bring in sound equipment, back stage and drums. We will bring in sun shade canopies and tables. Attendees will enjoy the music from the Beach. Our goal is a benefit concert that will allow us to raise substantial funds to construct the Commemorative Arch. Sponsors will be asked to donate prizes to our raffle. Sound checks on the 1st Band will proceed at 1045. We will be using Lani Kai's existing beach stage. In the cove solo/duo acts will perform on their own equipment. Tear down and clean-up will begin at 9PM and continue until approx. 10PM.

Contacts Names and Phone Numbers:

Steven Ray McDonald

President, Restore Fort Myers Beach Arches, Inc
520-227-9902

Jamie Kouba

Vice President, Restore Fort Myers Beach Arches, Inc
239-590-0263 or 254-449-0753

Diane Lawler

Lani Kai Island Resort, Inc.
Entertainment Director
239-463-3111

No Food and Liquor Vendors in event:

Lani Kai is the only food and liquor Vendor at the event. No food will be prepared in tents or canopies.

Lani Kai is insured:

The Lani Kai has their own liability insurance and the event is taking place within the confines of the Lani Kai.

Parking Plan:

As always parking is an issue.

Attendees will be encouraged to use public parking and public transportation for our event or carpool. Our event Page will include Public Parking locations and information about the trolley. On our event page will be the following verbiage:

As always, parking in April will be a premium and traffic crazy. We have a world class beach. Carpool if possible. You can assure parking at the Lani Kai by getting a room at the (Lani Kai). Parking at the Lani Kai is for guests only. The great thing about the beach is public parking and transportation is nearby and we do have Park and Ride Trolleys. Give yourself some extra time and come early. Reduce your stress level by using public parking and transportation. Below you will find a map and link to help you out. Totally avoid the headaches and use 11101 Summerlin Square Dr Trolley Station. There is a Park and Ride Stop in front of Lani Kai at Estero Blvd and Ave C.

Park and Ride (Click The Blue Link the

Follows): https://moovitapp.com/.../3361/312766/LeeTran_Route_400.pdf

Public Parking is no guarantee, but there is public parking areas marked with the blue circles with a "P" on this map. Click on the picture to see the image better. There is another on Main Street on San Carlos Island, you have to walk across the beautiful bridge or ride the Trolley.



Site Plan: Beach Stage



**LANI KAI
Beach Stage**

**RSPMBA
Canapy**

**96K
Rock
Canapy**

**Face
Painter**

**Seminole
Casino**



**Sound
MIXER**

Beach Side

**KEY WEST COVE
SET UP AREA
(see Attached Photo)**





Beach Clean Up:

Performed by Lani Kai.

**FROM: Restore Fort Myers Beach Arches, Inc
11796 S Cold Creek Place
Vail, Arizona 33931**

May 25th, 2021

Subject: Notification of Amplified Music at 3rd Annual Rock the Arches Music Festival

To whom it concerns,

IAW Town of Fort Myers Beach Ordinance 12-04, it is a requirement to notify people within a 500ft radius of a special event.

Restore Fort Myers Beach Arches, Inc will be hosting the 3rd Annual Rock the Arches Music Festival at Lani Kai Island Resort on April 23rd, 2022. This is a live music festival conducted at the Lani Kai on their normal Beach stage and within the Key West Cove. The same stage they host bands on nearly every weekend. There should be no difference in the sound year hear than any other weekend.

The donations raised at this event will help Restore Fort Myers Beach Arches build the town of Fort Myers Beach and Lee County a Commemorative Arch in Bowditch Point Regional Park. We are paying for the construction. It is a historic asset as we will be using part of the original Arches (1924-1979) in the new Arch. Rock The Arches!

Thank you

**Steven Ray McDonald
President Restore Fort Myers Beach Arches, Inc
520-227-9902**

To: Fort Myers Beach Fire Control District (FMBFCD)
100 Voorhis St
Fort Myers Beach, FL 33931

June 6th, 2021

From: Steven Ray McDonald
President, Restore Fort Myers Beach (FMB) Arches, Inc
11796 S. Cold Creek Place
Vail, AZ. 85641

Subject: Request for the waiver/reduction in fees

To whom it may concern,

Request a waiver of fees being charged for Special Event Permit for the 3rd Annual Rock The Arches Music Festival. Our 501(c)3 organization exists to Restore the FMB Arches. The FMB Arches were built in 1924 by Developer Tom Phillips. The Arches were a great iconic gateway entrance to FMB for over half a century (1924-79). The Arches were a symbol of home to FMB's residents, and sign of arrival and recognition to FMBs' visitors.

This is an event to fund Lee County Construction Costs of a Commemorative Arch using original materials in Bowditch Regional Park. Rock The Arches Music Festival is super fundraiser for our group who is paying for construction. Our group paid to remove the remains of the original Arches from 40 years of over-burden, and then paid to have them 3D imaged by archeologist at the USF IDEX.

The Commemorative Arch expects to be a new tourist attraction to our visitors and a tie to the past for our residents. We want to market the slogan "Take a picture under this Arch and you will return to FMB just like the Arch did". We expect we can raise \$15K April 2022. Any fees paid to FMBFCD would directly subtract from the bottom dollar we hope to raise from this event to benefit our community.

See attached proof of Internal Revenue Not for Profit status. Thanks for considering.

Steven Ray McDonald
President, Restore Fort Myers Beach Arches, Inc.
520-227-9902



Lani Kai

Island Resort

FROM: Lani Kai Island Resort
1400 Estero Blvd
Fort Myers Beach, FL 33931

July 15th, 2021

Subject: Written Affidavit

To whom it concerns,

In accordance with Town of Fort Myers Beach Ordinance 12-04, Section 22-7 (c), applicant must submit an affidavit from the Lani Kai Island Resort of the land upon which the event is to be held. In this case, the venue owner is the Lani Kai Island Resort.

Ristoro Fort Myers Beach Arches, Inc. will be hosting the 3rd Annual Rock the Arches Music Festival at Lani Kai Island Resort on April 23rd, 2022. This letter serves as an affidavit and permission.

Thank you

Kenneth Condaris
Lani Kai Island Resort
239-463-3111

1400 Estero Blvd., Fort Myers Beach, FL 33931
239-463-3111 800-237-6133
www.lanikaiislandresort.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2021

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 East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35378
INSURED Restore Fort Myers Beach Arches, Inc Steven McDonald 11796 S Cold Creek Pl Vail AZ 85641		

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 ☒ Host Liquor Liability ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		3DS5472-M2273113	04/23/2022 12:01 AM	04/24/2022 12:01 AM	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 \$ 1,000,000
							Deductible \$ 1,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.

Attendance: 350, Event Type: Concert - Rock.

CERTIFICATE HOLDER**CANCELLATION**

Town Of Fort Myers Beach 2523 Estero Blvd 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
---	---

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 05 2018**

RESTORE FORT MYERS BEACH ARCHES
11796 SOUTH COLD CREEK PLACE
VAIL, AZ 85641-0000

Employer Identification Number:
82-2099463
DLN:
26053640001078
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 02, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

RESTORE FORT MYERS BEACH ARCHES

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

OwnerName	MailAddress	MailCity	MailMailZip
To Whom It Concerns	32 BAYVIEW BLVD	FORT MYERS BEACH	FL 33931
To Whom It Concerns	146 PRIMO DR	FORT MYERS BEACH	FL 33931
To Whom It Concerns	47 W POLK ST # 100261	CHICAGO	IL 60605
7-ELEVEN INC	3200 HYACKBERRY RD	IRVING	TX 75063
ANDRESEN EDWIN TR	7960 PRESERVATION DR	INDIANAPOLIS	IN 46278
ARLINGTON GREEN HOMES LLC	1018 N EDISON ST	ARLINGTON	VA 22205
ATWATTER LLC	15401 MYRTLE ST	FORT MYERS	FL 33908
AULLS FRANK W JR + TRICIA M	1212 SW 53 TERR	CAPE CORAL	FL 33914
BAKER HENRY B +	23515 CAROLYN LANE	FORT MYERS	FL 33913
BARTZ RICHARD O + MARY A TR	3330 EDINBOROUGH WAY APT 1011	EDINA	MN 55435
BATIKI WEST CONDO ASSN INC	15751 SAN CARLOS BLVD STE 8	FORT MYERS	FL 33908
BERTSCHINGER INVESTMENTS LLC	SEEBLICK 13	WOLLERAU	SWI 8832
BEVER TAMMY E TR	9656 HALYARDS CT # 24	FORT MYERS	FL 33919
BOCCELLA SALVATORE	4 POINT VIEW CT	SICKLERVILLE	NJ 8081
BROWN JOANNE M L/E & UNKNOWN HEIRS OF	PO BOX 5087	FORT MYERS BEACH	FL 33932
BUTLER JAMES H + TERESA A	1511 ESTERO BLVD #205	FORT MYERS BEACH	FL 33931
BUTLER WILLIAM PATRICK	732 OKUMA DR	CHESTER	VA 23836
CALHAN FLP	189 SADDLEBROOK DR	OAK BROOK	IL 60523
CHARLES DANNY TR	9751 EASTERN AVE	BYRON CENTER	MI 49315
COLORADO EAST LLC	6529 BRANDON PARK WAY	FRANKLIN	TN 37064
CONANT DONNA TR	8122 S FOREST HILL CIR	FRANKLIN	WI 53132
CONNER CHARLES R + GAIL D	53 POMPANO ST	FORT MYERS BEACH	FL 33931
COOPER BARBARA A	79 SUNNY LN	TIFFIN	OH 44883
CRESCENT SHORE CONDO ASSOC	PO BOX 2990	FORT MYERS BEACH	FL 33932
CROWLEY GERALD D + THERESA M	60 ALVA DR	FORT MYERS BEACH	FL 33931
DANIELSON BRIAN	1300 WILD ROSE TRAIL	EDMOND	OK 73034
DEEP DISH DOUGH LLC	328 BUCKLIN ST	LA SALLE	IL 61301
DENNIS R + CYNTHIA L LOKEN TRU	106 ICHABOD LN	MANKATO	MN 56001
DOUGLAS RAYMOND + JENNIFER	3 PELHAM RD BARGATE	LINCOLNSHIRE	UK DN34 4SU
ESH LUCINDA JULIA KELLER L/E	223 CAROLINA	FORT MYERS BEACH	FL 33931
To Whom It Concerns	17100 SAFETY ST UNIT 201	FORT MYERS	FL 33908
ESTERO SILVER SANDS LLC	1207 ESTERO BLVD	FORT MYERS BEACH	FL 33931
FILM CAROLYN A	64 CARROLLS GROVE RD	TROY	NY 12180

OwnerName	MailAddress	MailCity	MailMailZip
FOUR P INVESTMENTS LTD	1511 ESTERO BLVD APT 606	FORT MYERS BEACH	FL 33931
FRANA THERESA L	2789 TRAILWOOD LN	LEXINGTON	KY 40511
GANIM PROPERTIES LLC/STEPNEY LLC	4666 MAIN ST	BRIDGEPORT	CT 6606
GENES FOOD STORE INC	4101 W ILES AVE	SPRINGFIELD	IL 62711
GLACKIN BARBARA Q TR	1511 ESTERO BLVD #505	FORT MYERS BEACH	FL 33931
GNIRCK RAPHAEL +	AM MUEHLBERG 39A	BAD HOMBURG VD HOEHE	GER 61348
GREEN BURLEY & TAMMY	PO BOX 44	OWENSVILLE	MO 65066
GUILES JON R TR	PO BOX 2706	FORT MYERS BEACH	FL 33932
HANSEN LOUISE TR	1511 ESTERO BLVD #603	FORT MYERS BEACH	FL 33931
HANY JOHN A TR	3405 STEPHANIE RD	BLOOMINGTON	IL 61704
HECK LLC	15561 CATALPA COVE DR	FORT MYERS	FL 33908
HENDREN WILLIAM L + JOYCE	28033 N 1850 EAST RD	GRIDLEY	IL 61744
HIGHLEY JAY E + MARY B	124 PRIMO DR	FORT MYERS BEACH	FL 33931
HOERCHLER DALE A TR	608 LINCOLN ST N	ATWATER	MIN 56209
HOLZAPFEL CHARLES JOHN &	48229 253RD ST	GARRETSON	SD 57030
HOY MARSHA L/E	61 ALVA DR	FORT MYERS BEACH	FL 33931
JAMES R BRATLEY & JOAN E BRATL	31880 FRIENDLY VALLEY ROAD	WASHBURN	WI 54891
JOHNSON NANCY ANN L/E	9 NANCY LN	FORT MYERS BEACH	FL 33931
KARBLER LARRY L + BARBARA A	6558 OHENRY CIR	NORTH RIDGEVILLE	OH 44039
KLC SURF LLC	8201 MOCCASIN TRAIL DR	RIVERVIEW	FL 33578
KWSH RE LLC	2601 MULBERRY AVE	MUSCATINE	IA 52761
LADWIG GORDON + MARY	10019 ISOLA WAY	FORT MYERS	FL 33913
LANDOLFI STEVEN J	22 VETO ST	PROVIDENCE	RI 2908
LAW MICHAEL M + SHEILA K	506 TROTTER DR	HEYWORTH	IL 61745
LAY DANIEL F TR	7583 N 1300 E ROAD	SHIRLEY	IL 61772
LKLB OF FLORIDA INC	1400 ESTERO BLVD	FORT MYERS BEACH	FL 33931
LOIZZO DIANE L TR	8453 ROB ROY DR	ORLAND PARK	IL 60462
LUMP THOMAS F + ANN C	145 PALERMO CIR	FORT MYERS BEACH	FL 33931
MALAGOTTA PROPERTIES LLC	31 JOHN ALDEN ST	CLIFTON	NJ 7013
MAUHI ENTERPRISES INC/WATERFRONT PROPERTIES LLC	4411 CLEVELAND AV	FORT MYERS	FL 33901
MILLER JOHN T + MARTA R	122 PRIMO DR	FORT MYERS BEACH	FL 33931
MILLER JONATHAN T	PO BOX 80490	FORT WAYNE	IN 46898
MOORE ROBERT J + CYNTHIA S	1511 ESTERO BLVD #405	FORT MYERS BEACH	FL 33931

OwnerName	MailAddress	MailCity	MailMailZip
NIEMEIER RYAN & SUMMER	106 S WALNUT ST	LA CRESCENT	MN 55947
OBRIEN CAROL & WINSTON	1511 ESTERO BLVD #304	FORT MYERS BEACH	FL 33931
OLLARY GEORGE	19965 NW 80TH DR	OKEECHOBEE	FL 34972
OUR BEACH SAND LLC	12483 SUMMERWOOD DR	FORT MYERS	FL 33908
PARILLA DAVID R TR	1335 SANTOS RD	FORT MYERS BEACH	FL 33931
PARKER HARRY W + BEVERLY J	17858 US HIGHWAY 61	SIKESTON	MO 63801
PETRICH PAUL E & GAY G TR	1511 ESTERO BLVD # 201	FORT MYERS BEACH	FL 33931
PHYLLIS J FREDERICK TRUST	2445 S FILLMORE ST	DENVER	CO 80210
QUARTELLO BETTY A TR	1511 ESTERO BLVD # 402	FORT MYERS BEACH	FL 33931
R & D ENTERPRISES OF	3436 CHURCH ST	STEVENS POINT	WI 54481
RAPP DALE A + RUTH ANN	301 WOODFORD ST	GRIDLEY	IL 61744
RICCIO JOSEPH MICHAEL	26 SECLUDED HOLLOW RD	CAPE MAY COURT HOUSE	NJ 8210
RICCIO NICHOLAS J + PATRICIA A	1511 ESTERO BLVD APT 7G	FORT MYERS BEACH	FL 33931
SCHAFFNER SAMUEL L +	3274 MILLAKIN PL	BURLINGTON	KY 41005
SCHARBACH ENTERPRISES LP	162 PADDOCK ST	WATERTOWN	NY 13601
SCHMID JESSE	3210 ESTERO BLVD	FORT MYERS BEACH	FL 33931
SEABIRD RESIDENTIAL LLC	1201 S OCEAN DR #702N	HOLLYWOOD	FL 33019
SEXTON MICHAEL ZEPH &	1511 ESTERO BLVD # 308	FORT MYERS BEACH	FL 33931
SLOMSKI STEVEN A &	935 BURLINGTON AVE UNIT 206	DOWNERS GROVE	IL 60515
SMART PARK OF FMB LLC	11121 HARBOUR ESTATES CIR	FORT MYERS	FL 33908
SMITH BRIAN T +	PO BOX 235	HEYWORTH	IL 61745
SMITH GARY B & ROXY R	3734 WESLEY CHAPEL RD	ZANESVILLE	OH 43701
SMITH JULIA V TR	1511 ESTERO BLVD #PHA	FORT MYERS BEACH	FL 33931
SNYDER NOAH I + RUTH E	90 SUMACH ST STE 620	TORONTO, ON	CAN M5A 4R4
SPIDEL LYNN R + DEANNA J	700 LAKESIDE DR	ROME CITY	IN 46784
STAHAN FRANKLIN JAY	1511 ESTERO BLVD #207	FORT MYERS BEACH	FL 33931
STERNER RACHEL V TR	2803 KINGS CROSSING DR # 321	KINGWOOD	TX 77345
STOCKER REBECCA L & JAMES A	APT 407	JACKSONVILLE	IL 62650
SZYPERSKI KEITH P	219 CAROLINA AV	FORT MYERS BEACH	FL 33931
TEZAK HELEN C TR	50 CHAPEL ST APT 4	FORT MYERS BEACH	FL 33931
TMS INVESTMENTS	185 HIGH ST NE	WARREN	OH 44481
TPI-FMB I LLC	103 15TH AVE NW STE 200	WILLMAR	MN 56201
TROPICAL CENTER CONDO ASSOC	1300 ESTERO BLVD	FORT MYERS BEACH	FL 33931

OwnerName	MailAddress	MailCity	MailMailZip
UNKNOWN HEIRS OF	2054 N NORDICA AV	CHICAGO	IL 60707
VAN BURGESS ROBERT	PO BOX 2717	FORT MYERS BEACH	FL 33932
VOGELGESANG RICHARD W II &	291 RANDY LANE	FORT MYERS BEACH	FL 33931
WEIGERT ANTJE & MARTIN	415 CAPE CORAL PKWY W	CAPE CORAL	FL 33914
WHITE SAND PROPERTIES OF FORT	415 PALERMO CIR	FORT MYERS BEACH	FL 33931
WILCOX LANCE	1339 SANTOS RD	FORT MYERS BEACH	FL 33931
WILLIAMS JEANNE and JEFFREY L TR +	1511 ESTERO BLVD # PHH	FORT MYERS BEACH	FL 33931
WOLOS MICHAEL C + SHAREN A	PO BOX 381	FLUSHING	MI 48433
WOOD SAMUEL L	PO BOX 342	PETERSBURG	IL 62675



FORT MYERS BEACH FIRE DEPARTMENT
100 VOORHIS STREET · FORT MYERS BEACH, FLORIDA 33931
MAILING ADDRESS: POST OFFICE BOX 2880 · FORT MYERS BEACH, FLORIDA 33932

Special Events Application and Guidebook

Event Type:

☒ Small Outdoor/Indoor Event	☐ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 6-2-21		Date of Event: 4-23-22
Location: LANI KAI ISLAND RESORT		
Event Start Date/Time: 4-23-22 11 AM		Event End Date/Time: 4-23-22 9 PM
Setup Date: 4-23-22	Setup Time: 9 AM	Inspection Time:
Event Sponsor: RESTORE FORT MYERS BEACH ARCHES, INC.		
Sponsor Contact: STEVEN McDONALD	Sponsor Phone #: 520-227-9902	Sponsor Email: mckyds2002@yahoo.com
Anticipated Number of Attendees: 350 OVER 10 HOURS	Anticipated Number of Event Workers: 12	
Will there be carnival or mechanical rides: NO	Number of Stages: 1	
Total Number of Vendors: ONE	Total Number of Hot Food Vendors: 0	
Number of Tents larger than 20 x 20: 0	Number of 10 x 10 Tents: NO TEXTS A CANOPY AT EACH OF THE FOUR TABLES	

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors with full contact information must be provided to the Fort Myers Beach Fire Department. This information will include contact name, number, and e-mail. All inspection fees will be due at time of service. All fees must be paid prior to releasing any permit.

Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

- A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
- A life safety evaluation may be required based on the size of the event in accordance with the fire code.
- All vendors should review FMBFD guidelines, on our website at www.FMBFire.org
- Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

STEVEN RAY McDONALD Submitting Party Name (Print)	Administrative Use Only	
 Submitting Party Name (Sign)	Date Received:	Received By:
Date: 6-2-21	Fees Due:	Paid: ☐
	Forwarded for Review:	

**Town of Fort Myers Beach
Special Events Budget Request Form**

Requested Amount from the Town of Fort Myers Beach: \$50

Business or Organization Name: RESTORE FORT MYERS BEACH ARCHES, INC

Address: 11796 S. COLD CREEK PL
VAIL, AZ 85641

Contact Name: STEVEN RAY McDONALD

Phone: 520-227-9902

Email: mickyds2002@yahoo.com

Your Event: 3rd ANNUAL ROCK THE ARCHES MUSIC FESTIVAL

Why are you requesting funding from the Town? NOT FOR PROFIT

REQUIRING WAIVER OF \$50 EVENT FEE

How do you think this event will benefit the residents and visitors of the Town of Fort Myers Beach? Helping to build a COMMEMORATIVE

ARCH FROM HISTORIC MATERIAL

If your business or organization has submitted similar requests in the past, please describe. NO

Have you secured any other ^{SPONSORS} contributors? Please list. LANI KAI

3 OTHER CONTRIBUTORS

Describe, in detail, the budget allocations for your event including anticipated costs and revenue. (May be a separate attachment):

We hope to use as little as possible
less than \$100 of our own ASSETS,
\$ 342.40 FOR INSURANCE.

Where will the Town's money be allocated? _____

Please include any other information you think would be beneficial to the Town Council as it reviews your request (Such as charitable contributions and non-profit organizations).

The Town's possible funding will be addressed based on a "net" event cost. Anyone requesting funding must show all anticipated revenue against the "gross" cost of the event. The Town Council prefers to limit event funding to no more than 50% of the net cost of an event. However, the Town Council reserves the right to adjust funding percentages on an event by event basis. Should the Town Council choose to fund this event; the Town of Fort Myers Beach shall be recognized as a major sponsor in all promotional material. The Town Council requests finance reports along with copies of expenditures, paid receipts and profit within 60 days following the completion of the event.



SPECIAL EVENT APPLICATION CHECKLIST:

- ☒ All necessary department approvals
- ☒ Detailed description of entire event including set up and breakdown
- ☒ Liability insurance (\$1 million each occurrence and \$2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder
- ☒ Site plan- marked off with placement of objects (Chairs, tables, tents, stage etc.)
- ☒ Parking plan if applicable
- ☒ A copy of the 500 foot notification letter for amplified music with the mailing list letters went to
- ☒ Letters of permission if using someone else's property for event or for parking
- ☒ Applications are to be turned in 45 days prior to event or a \$5.00 per day charge will be added to the permit costs.
- ☒ If Town Council action is required the completed application must be turned in 60 days prior to event in order to get put on the agenda to be brought forth to Council. Be very specific in your description of what you are asking

1. **Requested Motion:**

Meeting Date: August 2, 2021

Special Event - Rugby on the Beach to be held August 7, 2021

Why the action is necessary:

Ordinance 20-17Sec 22-7 (6)

What the action accomplishes:

Allow for the event to happen

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Ordinance 20-17Sec 22-7 (6)

4. **Submitter of Information:**

5. **Background:**

This event has been approved in 2018 and 2019. 20 teams of 10 players each will be playing on 3 fields. They have received permission from Beach Baptist Church to utilize their parking lot for this event. All alcohol must stay within the usual confines since an extension of premise has not been applied for.

Attachments:

1. 211201 Rugby

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

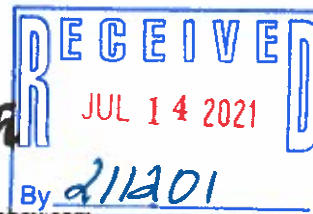
Patty Prevost, Code Supervisor/STR Coordinator
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 7/26/2021
Approved - 7/26/2021
Approved - 7/26/2021
Approved - 7/28/2021
Final Approval - 7/28/2021



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Fax: (239) 765-0909 Email: Specialevents@fmbgov.com



Name of event Beach 7s Rugby Tournament
Attach separate sheet of paper with detailed description of event
Date(s) and times of event 08/07/21 7am-4pm
Address of event 3040, 3050, 3056 Estero Blvd Ft Myers Beach, FL 33931
Expected # of participants/attendees 200
Sponsoring Organization SWF Rugby
Organization address _____
Contact Person/Phone# Bryan Vince 2399102758
E-mail bvince9@yahoo.com
Amplified Music Y ☐ N ☒ 500 Ft Notifications _____ Copy of Letter _____
Renting Town Property Y ☐ N ☒ Renting Parking Spaces Y ☐ N ☒
How many Spaces? _____ How many hours _____
Extension of Premises? Y ☐ N ☒ ABT Form _____ How many days? _____ (Over 3 days needs to go to Council)
Letters of Permission to use Property Junkanoo
Letters of Permission to use Parking First Baptist Parking Plan Yes
Site Plan Yes Insurance Yes (Naming Town of FMB as Certificate Holder)
Requesting Water Y ☐ N ☒ Electric Y ☐ N ☒
Requires Council Approval:
Waiver of open container Y ☐ N ☐ Waiver of Town parking fees Y ☐ N ☐
Waiver of Noise Ordinance Y ☐ N ☐ Recurring Event Y ☐ N ☐
Applicant Signature _____
Printed Name Bryan Vince (SWF Rugby)

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

April 27, 2021

Event Description

Barefoot 7s Rugby Tournament

Date: 8/7/21 (Saturday)

Setup Timing: 7am-8am The setup includes:

- **3 temporary 50mx30m fields of play. The fields will not impact the sand or beach access to typical beachgoers.**
- **Temporary Registration Tent Area (Quick Setup Variety Type Tent)**
- **Temporary Areas for teams (approx. 20 teams with 10 players per team) to coordinate activities between their matches.**

Game Play: Approximately 9am-3pm. Sanctioned with Liability Insurance provided by USA Rugby.

Trash Clean up: Will be conducted on every hour through the day.

Event Completion and Cleanup: Clean up will be from 3pm-4pm.

Event Site Plan: See attached Overhead Diagram

Parking Plan: See Attached. Includes Junkanoo on the Beach and First Baptist Church – Ft. Myers Beach

Junkanoo on the Beach: Will operate as normal with no special or outside of normal food/drink preparation or sales.

Participants: Approximately 200 Active Participants



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2021

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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 USI Insurance Services NW 601 Union St. Suite 1000 Seattle WA 98101	CONTACT NAME: Brenda Schomak	FAX (A/C, Tel):	
	PHONE (A/C, Tel, Fax): 360-787-9832	EMAIL Address: brenda.schomak@usi.com	
INSURED United States of America Rugby Football Union, Ltd DBA: USA Rugby 501 S Cherry St #100 Denver CO 80248	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest National Insurance Company		10120
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 1471231715 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.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Participants ☐ Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y Y	SISML00180211	1/1/2021	1/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$2,000,000 Gen Agg Cap \$20,000,000
A AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y Y	SISML00180211	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y Y	SISEX00149211	1/1/2021	1/1/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$8,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A Sexual Abuse & Molestation	Y Y	SISML00180211	1/1/2021	1/1/2022	Any One Occ Aggregate 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Name: SWFL Hammerheads - Men

The certificate holder is an additional insured per form attached, but only with respect to liability arising out of the named insured's activities or operations. Coverage applies to all club practices and games. Coverage does not apply to any tournament unless tournament is sanctioned and pre-approved by USA Rugby. Participants Legal Liability coverage is included in the General Liability.

CERTIFICATE HOLDER

CANCELLATION

Town of Ft Myers Beach
2525 Estero Blvd Ft Myers Beach, FL 33931
Ft. Myers Beach FL 33931

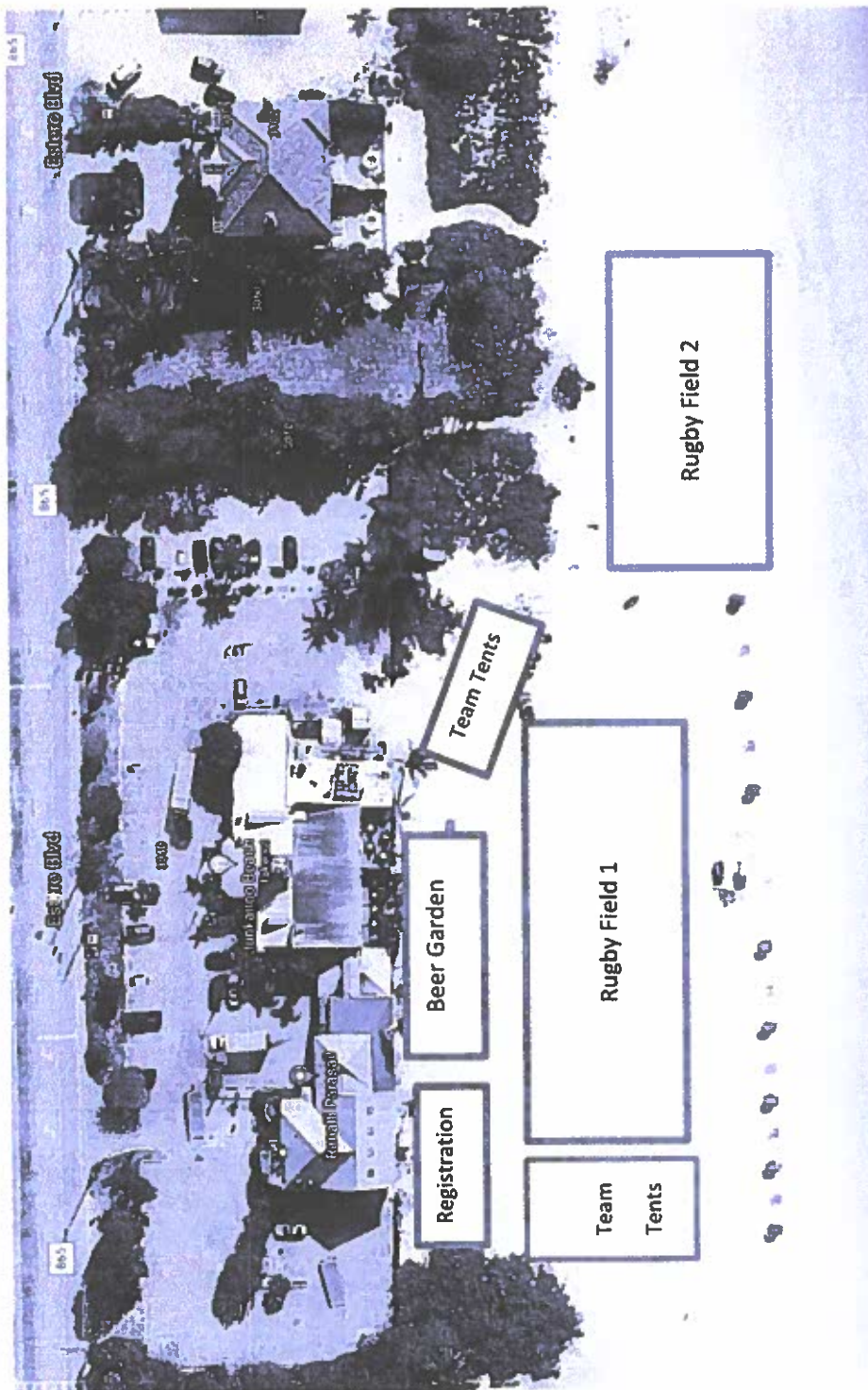
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Parking Plan

8/7/21 Barefoot Beach 7s Rugby Tournament

- **Junkanoo on the Beach - 3040 Estero Blvd, Fort Myers Beach, FL 33931**
100 Spaces
- **First Baptist Church – FMB - 130 Connecticut St, Fort Myers Beach, FL 33931**
200 Spaces

From: Junkanoo on the Beach

6/25/21

To: SWF Rugby

Regarding: 8/7/21 Barefoot Beach Rugby 7s Tournament

Consider this letter to be permission from Junkanoo on the Beach to utilize our property and parking lot in conjunction with your event on 8/7/21.

Addresses:

3040 Estero Blvd Ft Myers Beach, FL 33931

3050/3056 Estero Blvd Ft. Myers Beach 33931

Neal Van Vleit

General Manager – Junkanoo on the Beach



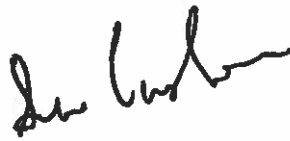
From: First Baptist Church Ft. Myers Beach 130 Connecticut St, Fort Myers Beach, FL 33931

To: SWF Rugby

Regarding: 8/7/21 Parking Permission

Consider this letter to be permission from the First Baptist Church – Ft. Myers Beach to utilize our property and entire parking lot in conjunction with your event on 8/7/21.

**Shawn Critsor, Pastor
First Baptist Church**

A handwritten signature in black ink, appearing to read "Shawn Critsor", written over the printed name.

Applicant to Complete:

Company managing trash removal: N/A Existing Dumpster at Junkanoo

No. of dumpsters: _____ Type of dumpsters: _____

Who is responsible for clean-up and payment: _____

Event Staff and Junkanoo on the Beach Staff

City right-of-way Parking Use: N/A Number of spaces: _____

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202 Fax (239)765-0909

FMB Environmental Sciences remarks: _____

Approval: _____ Date: _____

April 27, 2021



FORT MYERS BEACH FIRE DEPARTMENT

100 VOORHIS STREET · FORT MYERS BEACH, FLORIDA 33931
MAILING ADDRESS: POST OFFICE BOX 2880 · FORT MYERS BEACH, FLORIDA 33932

Special Events Application and Guidebook

Event Type:

☐ Small Outdoor/Indoor Event	☐ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 6/25/21		Date of Event: 8/7/21
Location: JUNKANOO ON THE BEACH 3040, 3050, 3056 ESTERO BLVD FMB		
Event Start Date/Time: 9am 8/7/21		Event End Date/Time: 4pm 8/7/21
Setup Date: 8/7/21	Setup Time: 7am	Inspection Time:
Event Sponsor: SWF HAMMOCKHEAD RUCKER		
Sponsor Contact: BRYAN VINCE	Sponsor Phone #: 239 910 2758	Sponsor Email: BVINCE96@YAHOO.COM
Anticipated Number of Attendees: 200	Anticipated Number of Event Workers: 15	
Will there be carnival or mechanical rides: NO	Number of Stages: 0	
Total Number of Vendors: 0	Total Number of Hot Food Vendors: 0	
Number of Tents larger than 20 x 20:	Number of 10 x 10 Tents: 3	

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors with full contact information must be provided to the Fort Myers Beach Fire Department. This information will include contact name, number, and e-mail. All inspection fees will be due at time of service. All fees must be paid prior to releasing any permit.

Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

- A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
- A life safety evaluation may be required based on the size of the event in accordance with the fire code.
- All vendors should review FMBFD guidelines, on our website at www.FMBFire.org
- Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

BRYAN VINCE Submitting Party Name (Print) Submitting Party Name (Sign) Date: 6/25/21	Administrative Use Only	
	Date Received:	
	Received By:	
	Fees Due:	Paid: ☐
Forwarded for Review:		

FORT MYERS BEACH FIRE DEPT

17891 San Carlos Blvd – 3rd Floor, Fort Myers Beach, FL 33931

Tel (239) 590-4210

Fax (239) 463-6761

Fire Guards: (how many?) N/AFee: See Provided InvoiceFlammable Vegetation: Not PermittedFirst Aid Equipment: FMB EMS Standby Unit Required

Fire Extinguishing Equipment: _____

Special Arrangements: _____

Jennifer Campbell

Print Name

Jennifer Campbell

Approval Signature

7/12/2021

Date

prevention@fmbfire.org – For Fire Department Handbook and additional application.

LEE COUNTY SHERIFF'S DEPT

15650 Pine Ridge Road, Fort Myers, FL 33908

Tel (239)477-1830

Fax (239)432-0268

Parking: _____

Deputies (how many?) _____

Traffic Control: _____

Fees: _____

Special Arrangements: _____

Print Name_____
Approval Signature_____
Date

April 27, 2021



Invoice #	2107122568508	PB
Invoice Date	7/12/2021	
Balance Due	\$524.00	
Due Date	8/11/2021	

Fees will be due at time of service, fees not paid within this term are subject to a 1.5% monthly finance charge. Returned checks shall be assessed fees in compliance with FS 68.065.

FORT MYERS BEACH FIRE CONTROL DISTRICT

Life Safety Division

17891 San Carlos Blvd, 3rd Floor
Fort Myers Beach, Florida 33931

Bryan Vince
SWFL Rugby
3040 Estero BLVD
Fort Myers Beach FL 33931

INVOICE

JUNKANOO
3040 ESTERO Boulevard
FT MYERS BEACH FL 33931

Invoice #2107122568508
7/12/2021

Description	Amount Owed	Amount Paid
Ambulance Standby Rates	\$324.00	
Special Event - Review - Type II (50 or more attendees/participants)	\$200.00	
Subtotal:	\$524.00	\$0.00
Balance Due:	\$524.00	

All fees are due at time of service, plan review comments, inspection results, or permit approvals will not occur until all fees are fully paid. **Submitting parties with outstanding fees shall be required to pay all outstanding fees in addition to any new project submittal fees prior to receiving any additional service.**

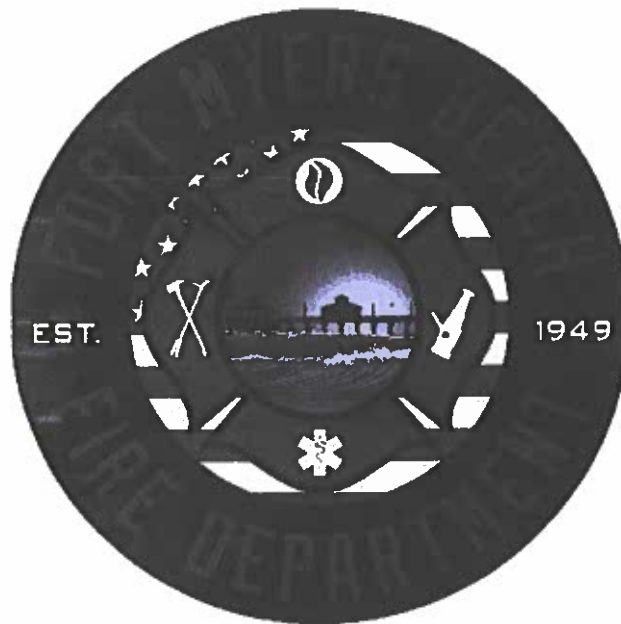
To pay online visit our website www.fmbfire.org/contractor-portal/ and click link "Go to Portal" under Credit Card Payment. ****Please be advised that the system WILL NOT accept American Express** Also any refunds will not include the fees charged by the third party vendor at time of payment.****

Any questions regarding this invoice should be directed to the Life Safety Division at 239-590-4210 or by email to prevention@fmbfire.org

7/12/2021

Payment Receipt

Payment Receipt



Receipt for Fort Myers Beach Fire Control District

Bryan Vince
Register Property Address:
2107122568508
20751 Groveline Court
Estero, FL 33928
Phone: 2399102758
Email: bvince9@yahoo.com

Payment Status: Approved
Payment Result: Approved
Payment Date: 07/12/2021
Authorization Code: 60995D
Auth Date: 07/12/2021 14:00:04 MST
Reference: C28595193P40588526
Payment Amount: \$524.00 USD
Service Fee: \$15.72

<https://secure.cpteller.com/terminal/receipt.cfm?o=2&m=1114&p=40588526&ref=E1EC9E8199E84CC0A8CD125E69CA02DA&>

1/2

7/12/2021

Comment: INV #2107122568508 Aug 7
Rugby Tournament on FMB

Special Events
Invoice #: 2107122568508

Payment Receipt

Total Amount: \$539.72
CN: Bryan Vince
On card: 4...7806

- Thank you. Your payment has been received.

FORT MYERS BEACH FIRE DEPT

17891 San Carlos Blvd - 3rd Floor, Fort Myers Beach, FL 33931

Tel (239) 590-4210

Fax (239) 463-6761

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

Print Name _____

Approval Signature _____

Date _____

* See Section 5.1 for Fire Dept. For Fire Department Handbook and additional application.

LEE COUNTY SHERIFF'S DEPT

15650 Pine Ridge Road, Fort Myers, FL 33908

Tel (239) 477-1830 Fax (239) 432-0268

Parking: Parking will be offered at Junkanoo's & Beach Baptist Church for participants. Permission letters from each establishment are to be secured by event coordinator prior to event.

Deputies (how many?) None required for this eventTraffic Control: None required for this eventFees: NoneSpecial Arrangements: Anyone using offsite parking must park in authorized areas only & not impede the right-of-way. Participants must utilize all established sidewalks, pathways, and crosswalks when moving from the offsite parking to event location.

Print Name



Approval Signature

2-7-21

Date

April 27, 2021

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

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

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

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer

Tel (239)344-5627 Fax (850)412-0590

Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

Check list: Application _____ Site Plan _____ Description _____

Florida DEP approval: _____ Date: _____

8/7 Rugby Tournament.

Turtle Time Inc.: Eve Haverfield

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

Turtle Season is May 1 through October 31

Turtle Time remarks: *Maintain 10' distance from any marked sea turtle nest. We will post extra buffer for any nest in event area. Will contact higher after area surely is early A.M. on morning of event.*

Turtle Time approval: *E. Haverfield* Date: *6/16/21*

April 27, 2021



Town of Fort Myers Beach Special Event Application Checklist

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 ext. 1303 * Fax: (239) 765-0909 Email: Specialevents@fmbgov.com

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

April 27, 2021

Patty Prevost

From: Patty Prevost
Sent: Wednesday, July 14, 2021 2:36 PM
To: bryan vince
Cc: Daphnie Bercher
Subject: RE: Special Event Permit Application - Beach Rugby Tourney 8/7/21

Hi Bryan,

Question- who is going to be running the Beer Garden? Will there be open container on the beach? Will there be security? There has been advertising for this and you stated there will only be 200 people. This would only be players with no one else there?

Please advise,

Patty Prevost
Community Development Assistant
Town of Fort Myers Beach
2525 Estero Blvd
Fort Myers Beach, FL 33931
Phone # 239 765-0202 ex 1303
Patty@fmbgov.com

From: bryan vince <bvince9@yahoo.com>
Sent: Wednesday, July 14, 2021 12:44 PM
To: Patty Prevost <Patty@fmbgov.com>; Bryan Vince <bvince9@yahoo.com>
Subject: Special Event Permit Application - Beach Rugby Tourney 8/7/21

Afternoon Patty!

Please see the attached. Please let me know if we have missed anything.

Thank you soo much!!!

Thank You!!!

Bryan Vince
SWF Rugby
239.910.2758

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

1. **Requested Motion:**

Meeting Date: August 2, 2021

Special Event - TPI Groundbreaking Celebration is scheduled for August 13, 2021.

Why the action is necessary:

Ord 20-17

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Members of Town Council have been notified that TPI Hospitality is planning a Groundbreaking Celebration, A final complete application is eminent but not received in time for the agenda publication. Assuming all requirements are met, staff is requesting permission to administratively execute the permit.

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Patty Prevost, Code Supervisor/STR Coordinator
Daphnie Bercher, Community Services Administrator
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 7/28/2021
Approved - 7/28/2021
Approved - 7/28/2021
Approved - 7/28/2021
Final Approval - 7/28/2021

1. Requested Motion:

Meeting Date: August 2, 2021

Authorize the Town Manager to execute, allocate and appropriate funds for Upland Services for the Town's Mooring Field with Estero Bay Hotel Company dba Matanzas Inn in response to RFP-20-24-PW, Municipal Anchorage (Upland Services).

Why the action is necessary:

Provides upland services for the Town's mooring field through a modified lease agreement with Matanzas Inn.

What the action accomplishes:

Provides for continuity of services while the Town explores options for the future.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The Town of Fort Myers Beach owns and maintains the Matanzas Harbor Mooring Field which contains 70 moorings. A mooring field must provide upland services which includes restrooms, showers, laundry facilities and a reception area where those mooring in the field can check in, sign a lease and submit payment.

The RFP was issued on June 26, 2020 with proposals due on July 28, 2020. The Town received 1 proposal from Estero Bay Hotel Company. A Selection Advisory Committee comprised of the Public Works Director, Harbormaster and an AAC committee designee met to review and discuss the proposal. The Committee recommended a presentation by Estero Bay Hotel Company which commenced on August 3, 2020 via ZOOM. The Committee reconvened on August 5th and made a recommendation to, *"take the proposal to Council for acceptance or rejection and have further discussion."*

The proposal went to the August 17th Town Council meeting in which the item was tabled with the following motion, *"Vice Mayor Hosafros moved to postpone consideration of what they were doing for the Mooring Field upland services and ask staff to investigate other options; second by Mayor Murphy."*

The Town has contracted with Coastal Engineering Consultants to further investigate other options; however, to date, a viable alternative has not been identified for Council's consideration. The current contract with Estero Bay Hotel Company expires on December 1st 2021.

Attachments:

1. matanzasmooring2021summary
2. Copy of uplandservicesmay2021matanzas (1june21

Financial Impact:

\$4,033.33 per month which includes 2 bathroom/shower combo units, laundry and lounge area, office space in Harbor House and a restroom, water at dinghy dock, electric and dockage for the

Town's pump-out boat.

6. **Alternative Action**

Do not approve and rebid RFP.

7. **Management Recommendations:**

Approve the Professional Services Agreement.

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 - 7/27/2021
Approved - 7/27/2021
Approved - 7/28/2021
Approved - 7/28/2021
Final Approval - 7/28/2021

Re: Proposal for Town of Fort Myers Beach Mooring Field. 7/19/2021

Submitted by:

Estero Bay Hotel Company: DBA Matanzas Inn

416 Crescent Street

Fort Myers Beach, Florida 33931

239-463-9258

239-765-9258 (Fax)

Attention: Chris Arnberg 239-765-8866

Chris@Matanzasinn.com

Dougspeirnsmith@gmail.com 303-818-0900

Introduction

The Matanzas Inn Resort is interested in continuing our Mooring Field Services to the Town and Mooring Field under a Hybrid model with Matanzas leasing Upland facilities to the Town and town staff assuming responsibility for staff and staffing services and costs. This will help maintain continuity of services and location while allowing the Town to begin the transition to Management and improvement of Upland Services.

Summary of this Proposal

The existing bathrooms, laundry and lounge area used for Upland services will be leased to the town. In addition, the office portion go Unit G109 at Barbour House will be leased to the town as an administrative area to support Upland services. Access to dinghy dock water will continue. Preferably, the town will find another dockage area for the Mooring Field service boat, but the option exists for short-term dock use until a new location can be found.

The option exists for the Harbour House space to be expanded so remodeling can create new and more bathrooms and laundry facilities, either through a purchase of the commercial space or a longer-term lease.

The length of this initial lease is flexible to meet the Town's needs until a long-term strategy emerges.

Costs:

The attached exhibit includes lease costs and fees for the facilities. This was developed with staff input and discussion. Matanzas is essentially a landlord with a continued vested interest to support the Mooring Field guests. The mutual goals are continuity of services until the Town has a comprehensive long-term strategy for the Upland services.

We welcome the opportunity to discuss further at any time.

Matanzas Mooring Field Upland Services. June 16, 2021

<u>Item #</u>	<u>Description</u>	<u>rate</u>	<u>Estimate</u>
1	Current bathrooms/laundry/Lounge	670 square feet	\$ 1,116.67
2	Current electric per month		\$ 225.00
3	Current water per month		\$ 275.00
4	Current cleaning per month	1-2 per day	\$ 1,650.00
5	Current supplies per month	paper/cleaning	\$ 200.00
6	current trash haul	allocated monthly	\$ 100.00
7	dinghy water	allocated monthly	\$ 50.00
8	current port-o-let for fishing pier	monthly	\$ 115.00
9	Overhead/mgt (10%)		\$ 370.00
Total Current			\$ 4,101.67
9	Harbour House g109-general commercial	760 square feet	\$ 1,266.67
10	Prorated Condo Fee	allocated	\$ 250.00
total G109 office area			\$ 1,516.67
Total Estimated Monthly costs			\$ 5,618.33

General Comments

No boat dockage on canal
 lease term flexible with reasonable cancellation notice.
 option to purchase and expand Harbour House space access possible
 mooring field bathrooms not open to the general public and some controlled access required. Closed 10
 option to explore access to Matanzas Commercial Dock exists
 option to explore off hours "on call" by Matanzas staff
 limited access to parking

7/22/2021

<u>per day</u>	<u>Comments</u>	<u>modified</u>
	plus tax	\$ 1,116.67
		\$ 225.00
		\$ 275.00
\$ 55.00	real need and important	\$ -
		\$ -
		\$ -
		\$ 50.00
		\$ -
		\$ 250.00
		\$ 1,916.67
	plus tax	\$ 1,266.67
	plus electric	\$ 250.00
	office clean optional	\$ 1,516.67
	plus tax	\$ 3,433.33
	one year option for canal dockage	\$ 600.00
	three year lease with 180 day cancellation	
	same	
0 pm.	Total	\$ 4,033.33 plus tax

1. Requested Motion:

Meeting Date: August 2, 2021

Adopt Resolution 21-37

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING THE OFFER OF TPI-FMB I, LLC TO CONVEY THE REAL PROPERTY LOCATED AT 1054 FIFTH STREET, FORT MYERS BEACH FL. 33931 (STRAP NO. 24-46-23-W3-00206.0050) TO THE TOWN, AND AUTHORIZING TOWN STAFF TO TAKE ALL STEPS NECESSARY TO COMPLETE THE TRANSFER OF THE PROPERTY TO THE TOWN OF FORT MYERS BEACH; AND PROVIDING AN EFFECTIVE DATE

Why the action is necessary:

Accepts TPI's offer to transfer title of property to the Town as provided for in the approval of the Margaritaville project.

What the action accomplishes:

Allows Town staff to complete the transfer of title of the property located at 1054 Fifth Street to the Town.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

5. Background:

TPI-FMB I, LLC, ("TPI") has offered to convey the property located at 1054 Fifth Street, Fort Myers Beach (Strap No. 24-46-23-W3-00206.0050)("Property") to the Town of Fort Myers Beach ("Town") as part of the Margaritaville project approval and the Town believes it is in the best interest of its business owners, residents, and visitors to accept TPI's offer.

Attachments:

1. Resolution 21-37 re Transfer of TPI Property to the the Town(124903946.1)-C

Financial Impact:

Cost of obtaining title insurance, survey and recording costs, together with Town staff time.

6. Alternative Action

Reject TPI's offer to transfer title of the property to the Town.

7. Management Recommendations:

Approve Resolution 21-27

8. Recommended Approval:

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 7/28/2021
Approved - 7/28/2021
Approved - 7/28/2021
Final Approval - 7/28/2021

RESOLUTION NUMBER 21-37

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING THE OFFER OF TPI-FMB I, LLC TO CONVEY THE REAL PROPERTY LOCATED AT 1054 FIFTH STREET, FORT MYERS BEACH FL. 33931 (STRAP NO. 24-46-23-W3-00206.0050) TO THE TOWN, AND AUTHORIZING TOWN STAFF TO TAKE ALL STEPS NECESSARY TO COMPLETE THE TRANSFER OF THE PROPERTY TO THE TOWN OF FORT MYERS BEACH; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, TPI-FMB I, LLC, (“TPI”) has offered to convey the property located at 1054 Fifth Street, Fort Myers Beach (Strap No. 24-46-23-W3-00206.0050) (“Property”) to the Town of Fort Myers Beach (“Town”); and

WHEREAS, the Town believes it is in the best interest of its business owners, residents, and visitors to accept TPI’s offer.

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

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

Section 2. The Town accepts TPI’s offer to convey the Property to the Town and authorizes the Town Attorney and Town Manager to take all steps necessary to complete the transfer of the Property to the Town, subject to title to the Property being clear of any encumbrances, liens, and/or title defects. Thereafter, and subject to approval and consent of the Town Council, the Property may be used for any valid municipal purpose including – but not limited to – a temporary construction storage yard or placement of a temporary community outreach facility by the Lee County Sheriff’s Office.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

THE FOREGOING RESOLUTION was adopted by the Town Council upon motion by _____ and seconded by _____ and, upon being put to a 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 2nd day of August 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 Resolution was filed in the Office of the Town Clerk on this ____ day of August 2021.

1. **Requested Motion:**

Meeting Date: August 2, 2021

Update Town Council Council Policies and Procedures Manual to reflect changes by Councilors

Why the action is necessary:

Requested by Town Council

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. 21-36, Town Council Policies and Procedures Manual JRH DRAFT(124774375.1)-C
2. 21-36 Red-line of Town Council Policies and Procedures Manual(124831301.1)-C

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 7/27/2021
Approved - 7/28/2021
Approved - 7/28/2021
Final Approval - 7/28/2021

RESOLUTION NUMBER 21-36

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF FORT MYERS BEACH, FLORIDA, APPROVING
UPDATED TOWN COUNCIL POLICIES AND
PROCEDURES MANUAL; AND PROVIDING AN
EFFECTIVE DATE**

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

WHEREAS, 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 previously adopted a Policies and Procedures Manual for Town Council and has revised such Manual from time to time; and

WHEREAS, the Town Council has determined that it is in the best interest of the health, safety, and welfare of the residents of Fort Myers Beach to update the existing Policies and Procedures Manual for Town Council.

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

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

Section 2. The Policies and Procedures Manual of Town Council, as amended and attached hereto as Exhibit "A", is hereby adopted by the Town Council of the Town of Fort Myers Beach.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council.

The foregoing Resolution was adopted by the Town Council upon a motion by _____ and seconded by Council Member _____, 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 August 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 Resolution was filed in the Office of the Town Clerk on this ____ day of August 2021.

EXHIBIT “A”

**Town of Fort Myers Beach Town Council
Policies and Procedures Manual
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1. Introduction

This Town Council Policies and Procedures Manual is for the purpose of helping the Council Members in the discharge of their duties. They are intended to be guidelines, not “rules” on how to conduct business. Town Council may vary from these policies and procedures on a case by case basis by a majority vote. As the Town Council continues to discover situations that are unique to Fort Myers Beach, it will want to update and amend this manual. Experience may show that some of these policies and procedures need to be modified or eliminated and new ones adopted.

By adopting this manual, members of Council will find in one handy reference, answers to policy and procedure questions that come up from time to time. By having an agreed-upon guide, members of Council also may develop common expectations on proper conduct of Council meetings, dealings with the public, and the roles of Town staff and committees.

This manual should be used in conjunction with the Town Charter, Comprehensive Land Use Plan (Comp Plan), Land Development Code (LDC), Code of Ordinances, and the annual budget as necessary. In the event of a conflict between this document and Florida statutes, Town Charter or other Town guiding documents, such other document shall prevail over the language in the Policies and Procedures manual.

2. Town Council Mission and Job Description

Mission:

To legislate and police the powers of the Town, including establishing boards, commissions and committees; to perform all duties and obligations imposed on the municipality by law; to insure by strategic planning and clear policies that the unique and natural characteristics of the island are preserved; to supervise the Town Manager and Town Attorney; to perform all actions for the welfare of the residents, owners, businesspersons, and guests of the Island in adherence to the Town Charter, State and Federal Law.

Functions, Powers and Duties:

- Review and interpret the Comprehensive Plan and conduct public hearings as needed to make changes.
- Review and interpret the Land Development Code and conduct public hearings as needed to make changes.
- Conduct hearings regarding land use matters.
- Introduce and approve Charter Amendments for adoption by referendum.
- Appoint a Town Manager.
- Appoint a Town Attorney.
- Introduce and enact ordinances.
- Introduce and adopt resolutions.

- Review and adopt the Operations and Capital Improvement budgets.
- Review and approve budget amendments.
- Create Special Assessment Districts as may be needed.
- Establish advisory committees as needed.
- Review and approve inter-local agreements.
- Review and approve contracts with the Town above the threshold limit allowed to Town Manager.
- Elect a Mayor and Vice Mayor.
- Perform any other duties that are lawfully defined by the Charter and Florida statutes.

Council Member Requirements:

- File a Statement of Financial Interests and Ethics Training (Form 1) with the Lee County Supervisor of Elections every year.
- Complete and file Form 1F – Final Statement of Financial Interest, within 60 days of leaving office.

3. How Town Council Will Operate

Code of Conduct:

Recognizing that persons holding a position of public trust are under constant observation, and recognizing that maintaining the integrity and dignity of the public office is essential for maintaining high levels of public confidence in our institutions of government, every member of the Town Council pledges to adhere to the following CODE OF CONDUCT:

1. Regularly attend all scheduled meetings of the Town Council as well as special or called meetings relevant to the office.
2. Regularly attend all scheduled meetings of outside committees of which they are a member of.
3. Prepare for each meeting.
4. Create a positive environment in meetings of Town Council.
5. Maintain an attitude of courtesy and consideration toward colleagues, residents, and staff during all discussions and deliberations.
6. Allow residents, colleagues, and staff sufficient opportunity to present their views within the prescribed rules for conduct of meetings of Town Council.
7. Avoid the use of abusive, threatening, or intimidating language or gestures directed at colleagues, residents, or staff.
8. Avoid comments, body language or distracting activity that conveys a message of disrespect and lack of interest.
9. Respect all local, state, and federal laws, rules, and other regulations.

10. Submit completed financial disclosure forms to the Lee County Supervisor of Elections by the specified deadline.
11. Publicly acknowledge the adopted position when asked about a decision of Town Council.
12. Read the Town Comprehensive Plan and follow its directives in all decision-making processes for the Town.
13. Follow the procedural and substantive requirements of the LDC.

Code of Ethics:

Members should ethically serve the public interest by making decisions and taking actions that will enhance the public health, safety and welfare of the region and the residents served by the Town Council and by promoting public confidence in the integrity, independence, ability and impartiality of Town Council.

1. Members shall not convey the impression that they can influence the outcome of a decision of Town Council and shall not attempt to use their office to influence or sway the professional staff recommendation.
2. Members shall discharge their duties and responsibilities without favor or prejudice toward any person or group. Members should not allow personal or business relationships to impact upon their conduct or decisions in connection with Town Council business and shall not lend their influence towards the advancement of personal interests or towards the advancement of the interests of friends or business associates.
3. Members shall avoid creating the appearance of impropriety by refraining from engaging in private discussions with an applicant – or their representatives about specific upcoming Town Council quasi-judicial agenda items without declaring ex parte communication. If a member receives a private written, telephonic or electronic communication about an agenda item, the member will promptly forward the information to the Town Manager and the Town Clerk, or to the member's Town e-mail account so that it may be shared with all other members and filed with the Town official records to comply with the Public Records Law requirement. Any private written, telephonic, or electronic communication about an agenda item, must be submitted to the Town Clerk prior to the commencement of the Town Council meeting at which the agenda item is discussed or it cannot be mentioned or read by any member.
4. No member shall communicate, receive, send, or solicit any private written, telephonic, or electronic communication during a Town Council meeting, unless it pertains to an emergency situation (example: audio or video feed of Council meeting not working properly).
5. Members shall refrain from any private discussion of Town Council business with other members per the requirements of Florida's Government-in-the-Sunshine Law, Chapter 286, Florida Statutes.
6. Members shall not accept or solicit a gift, loan, payment, favor, service, promise of employment or business contract, meal, transportation or anything else of value, if such

thing is given with the understanding or possibility that it will influence the official action of the Members during Town Council proceedings. Florida law prohibits the spouse or minor child of that member from soliciting or accepting these as well, and the Member shall be vigilant in ensuring compliance from those family members.

7. Members shall refrain from participation in any proceeding in which their impartiality may reasonably be questioned. A member whose personal employment or business relationship with a person or entity that is subject to a recommendation of Town Council shall seek the advice and counsel of the Town Attorney, if such relationship could conceivably influence the members' impartiality during Town Council discussion of the subject. The provisions of Chapter 112, Florida Statutes and the Code of Ethics for Public Officers and Employees, shall govern conflict of interest determination.
8. Members shall remain vigilant against deviations from Town Council policies and procedures.

As a legislative and quasi-judicial body, Town Council must be ever cognizant of the important legal requirements of due process and equal protection. These principles are derived from the United States Constitution, the Constitution of the State of Florida, and Florida Statutes, the Town Charter, Town code and LDC, and apply to legislative and quasi-judicial actions. The legal requirement for due process is separated into two prongs: substantive due process and procedural due process. The principle of substantive due process requires the benefits of a given regulation be within the scope of governmental authority, i.e., health, safety, morals, or general welfare, and that the regulations be accomplished in a rational manner, i.e., not be arbitrary or capricious. This is a principle of fundamental fairness in the substance of a given regulatory scheme or provision.

The other due process prong, procedural due process, requires a fair method of adjudicating the rights of property owners, requiring notice and an opportunity to be heard by an impartial decision maker. In legislative matters, this requirement is derived from Florida Statutes, the Town Code and LDC that provide the type and period of notice depending on the nature of the property interest subject to regulation at a public hearing. Quasi-judicial decisions have an underlying Constitutional requirement for procedural due process.

Equal protection limits governmental regulation from establishing irrational classifications, protects the rights of suspect and quasi-suspect classes, and assures against the exercise of fundamental or important rights of persons in ways different from others. Key overarching principles to keep in mind are that every person must be treated equally and reasonably by the quasi-judicial or legislative substance and process and that decisions and recommendations be deliberated in an open process with adequate notice and allowance for participation of affected parties. Reasonable, consistent, and timely notifications in quasi-judicial matters to be heard by the Town Council provide an applicant and other parties potentially affected by a requested decision these fundamental protections.

Assignment of a Town Council Representative:

Town Council may choose to assign a member to lead a project or assess an issue. The Town Council Representative, or often called a "Point Person" may be assigned to do fact-finding and/or

research, recommend a course of action and report back to Town Council for direction. Final decisions are made by a majority of Town Council.

Sunshine Issues:

Members of Town Council and all Town advisory committees, boards and agencies are subject to the Sunshine Law (F.S. 286.011). This means that any gathering of two or more members of the same advisory committee, board or agency must comply with all the Sunshine Law requirements if they participate in any discussion, directly or indirectly, regarding any matter where there is known or could be foreseeable action taken by communication through a spouse or other go-between.

Town Council members cannot engage in discussions with each other (directly or indirectly) at outside meetings such as the Chamber of Commerce or civic groups regarding any matter on which it is known or foreseeable that action may be taken, unless the Sunshine requirements are met. These rules apply equally to any gathering, formal or casual, such as a Rotary Club (or other business or fraternal club gathering), fund-raiser, etc. They also apply to social events and functions unconnected to the advisory committee, such as a neighbor's backyard barbeque. They also apply to casual discussions between or among members coming in the door for the committee meeting, at breaks during the meeting, and going out the door after the meeting. Every component of the decision-making process must occur in the Sunshine.

The penalties for violating the Sunshine law are severe and can include criminal and civil sanctions. The process of investigation of Sunshine violations is always unpleasant, embarrassing, and expensive, even if the person is ultimately cleared.

Email and Texting Policy:

Email and texting are convenient ways to communicate with staff, Town Council, residents, and others. However, it presents unique legal and ethical challenges. All email and texts regarding Town business must be properly retained as a public record. Furthermore, any email or text regarding an issue that will come before Council in a quasi-judicial hearing must be properly disclosed as an ex-parte communication as appropriate. Council members must be vigilant to not accidentally violate Sunshine Law requirements. Emailing or texting anyone stating a position on an issue that will come before Town Council is particularly risky. Email and text actions to avoid include:

1. Sending an email to another Council member with anything that could be construed as a position.
2. Copying another Council member on a response to an email sent by a resident, staff member or other person.
3. If another Town Council member's email is inadvertently forwarded to you, respond to the sender recognizing its accidental nature, the fact that it is a Sunshine issue and retain a copy of your response.

Florida has a very broad public records law. Most written communications to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email and text communications and email address and mobile phone number may be subject to public disclosure. (This statement must be included in the closing of any email regarding Town business).

Public Records:

It is the policy of the State of Florida that municipal records shall be open for personal inspection by any person (s. 119.01, F.S.). To that end, the Legislature has enacted the Public Records Law (Ch. 119, F.S.), which contains requirements that public records, as defined in s. 119.011, F.S., be made available for public inspection, they be kept in usable condition, they be kept in safe places, they be kept in convenient places, and copying of records be provided at reasonable costs. A public record is “any material prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type.”

Council members’ responsibility is to ensure their own public records are properly handled and preserved, and to see that the law is adhered to by all employees of the Town. The Town Clerk has been assigned the responsibility of being the custodian of public records. Council members must further understand that their public record must be retained even after leaving office.

Any use of personal email accounts for government business is allowed, but for a council member’s own protection, it is suggested that these be copied to their Town email account for proper retention. Materials prepared for Town Council meetings, hearings, minutes, and workshop will already be managed by the custodian of public records and do not need to be retained by the Council member. If there are any questions on retention of a particular document, consult with the custodian of public records and/or the Town Attorney before destroying.

4. Training Materials and First Meeting

Training Materials:

The Town Clerk will provide each new member of the Town Council with copies of:

- Town Charter.
- Comprehensive Plan.
- Land Development Code.
- Code of Ordinances.
- Florida Code of Ethics.
- Florida Sunshine and Public Records Laws.
- Emergency Operations Plan.
- Town Council Policies and Procedures Manual.
- Local Planning Agency Policies and Procedures Manual.
- Town Personnel Manual.

- Town Purchasing and Procurement Manual.
- Other materials as determined by the Town Attorney, Town Manager and Town Council members.

As part of a Council member's orientation, they will be provided a tour of the Town facilities with introductions with all staff members. Pursuant to state law, all Council members must complete 4 hours of ethics training each calendar year, which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of the State of Florida.

Training Recommendations:

- Successful completion of all courses required by the National Incident Management System (NIMS).
- Florida League of Cities, Inc., Institute of Elected Municipal Officials (IEMO) Basic Course.
- Making Good Planning Decisions.
- Hands-on Emergency Operations Training.
- Other courses as determined by the Town Attorney, Town Manager and Town Council members.

Election of Officers:

At the first meeting after the second Tuesday in November, the Council's Mayor and Vice Mayor will be chosen. Each Council member may nominate a person for each of these positions. A second is not required. The voting procedure will be agreed upon in advance.

Outside Committee Representation:

Charlotte Harbor National Estuary Program – www.chnep.org

Meetings: The Policy Committee meets the third Monday every other month at 9:30 am*.
 Mission: The CHNEP is a partnership that protects the estuaries and watersheds from Venice to Bonita Springs to Winter Haven. This partnership gives citizens, elected officials, resource managers, and commercial and recreational resource users in the 4,700-square mile study area a voice to address diverse resource management concerns including fish and wildlife habitat loss, water quality and water flow. The watershed in the study area includes all or parts of Lee, Charlotte, Sarasota, Manatee, Polk, Hardee and DeSoto counties.

Coastal Advisory Committee – www.lee-county.com

Meetings: Last Monday of each month at 9:30 am.*
 Mission: The Council's charge is to advise the Board of County Commissioners, staff and the various related advisory boards when proceeding with a project affecting beach and shoreline preservation regarding the proper methods in helping to conserve the Beaches of Lee County.

Horizon Council – www.lee-county.com/business

Meetings: First Friday of each month*

Mission: The Horizon Council is the advisory board to the county commission on economic development issues. This unique public-private partnership is made up of 62 members from government, education, business, and community organizations. Established in 1991, the mission of the Horizon Council is to:

- Work toward improving the business environment in Lee County; and
- Retain and encourage the expansion of existing businesses; and
- Attract new and diversified employment to the area

Human Services Council – www.lee-county.com

Meetings: Third Tuesday of each month*

Mission: The Council will ensure the efficient delivery of community health and human services through:

- Communication
- Coordination
- Strategic Planning
- Innovation
- Integration and collaboration
- Measurable Outcomes

Metropolitan Planning Organization – www.mpo-swfl.org

Meetings: Third Friday of each month at 9 am*

Mission: The MPO is responsible for conducting a continuing, cooperative, and comprehensive transportation planning process for all of Lee County. It must plan for the movement of both people and goods within the county by all modes of travel – including highways, public transportation, bicycles, and foot. It also plans for the connections (such as airports, seaports, or bus, railroad, and pipeline terminals) linking these modes or tying us to the rest of the world.

The MPO sets priorities among surface transportation improvement projects within Lee County for state or federal funding. To be eligible for federal funds, federal law requires that the MPO endorse a transportation improvement program identifying the projects to be done over the next few years.

Southwest Florida Regional Planning Council – www.swfrpc.org

Meetings: Third Thursday of each month at 9 am*

Mission: The Southwest Florida Regional Planning Council is a locally formed regional planning agency serving six counties: Charlotte, Collier, Glades, Hendry, Lee, and Sarasota. Its mission is to protect and improve the region's physical, economic, and social environment. The agency is directed by a thirty-four-member Council composed of local elected officials and gubernatorial appointees. The activities of the Southwest Florida RPC can be classified into three major areas: long range planning, tactical planning, and transportation planning.

Estero Bay Agency on Bay Management – www.swfrpc.org/abm.shtuil

Meetings: Second Monday of each month at 9:30 am*

Mission: Its directive is to make comments and recommendations regarding the management of Estero Bay and its watershed. The ABM collects and maintains data and it reviews and comments to regulatory agencies on issues affecting the watershed

*Meeting times are subject to change.

5. Town Advisory Committees, Boards and Agencies Standing Advisory Committees

Council Selection of Advisory Board, Agency, and Committee Members:

Residency: Except as required by Town Charter, Town Ordinance or Florida statute, residency on Fort Myers Beach will not be a requirement for nomination or election to a committee, commission, or board of the Town.

Advertising: All advisory committees are listed on the Town website. Information included will be the committee mission, current projects, when the committee meets and current members on the committee and whether submission of an annual Form 1 (Financial Disclosure) is required by the Florida Commission on Ethics.

Openings: In the event of an opening for an advisory board or committee, Town staff will list the opening on the website with a date when applications must be submitted to the Town Clerk for consideration by Town Council. Whenever possible, committee selection will be scheduled 30 days after proper notification. Advertising in local newspapers can be considered if approved by the Town Manager. Committee candidates will be encouraged to appear for interviews during the selection process.

Preliminary matters: The Council should decide how to go about voting prior to any voting taking place and decide the number of members on a committee ahead of time.

Voting:

1. Each Council member picks his selections, marking no more than the total number of seats available (or writes the names down), and initials his ballot.
2. Those receiving the most votes are selected to seats available.
3. If there is a tie for any number of seats still left open, there will be a runoff consisting only of the persons who are tied.

Examples of voting procedure:

First Ballot:

Seats available – 9

Candidates – 15

Votes on First Ballot: Results of First Ballot

3 get 5 votes apiece 3 are elected

3 get 4 votes apiece 3 are elected
4 get 3 votes apiece 4 go on a second ballot
3 get 2 votes apiece 3 are eliminated
2 get 0 votes apiece 2 are eliminated

There would be a second ballot containing only the names of the four candidates who got three votes. Council would vote for three candidates. This process would be repeated in case of a tie until all seats are filled. A variation on this method of voting is that after the first ballot, if there is a tie which prevents all of the seats from being filled, the runoff would consist of all of the unselected candidates, not just the ones involved in the tie.

4. The ballots are given to the Town Clerk, who conducts the tallying and announces the results.
5. Once all selections are made, Council adopts a motion containing the new members' names.

Effective Date of Appointment and Follow Up:

Newly appointed advisory board, agency and committee members who are required to file a Financial Disclosure Statement, will be notified of the disclosure requirements no later than the date of appointment. The Town Manager or designee is responsible for such notification. These appointments should be made effective as of some future date, so that there is sufficient time to provide the required notification. For convenience, the notice could be accompanied by a copy of the required disclosure forms, which are available from the Supervisor of Elections or on-line from the Florida Commission on Ethics (<http://www.ethics.state.fl.us/>)

Ad Hoc Committees:

Town Council has the authority to form ad hoc committees requesting participation by volunteers. Ad hoc Committees can be used at Town Council's discretion to address specialized and or short-term Town issues.

The mission, specific objectives, expected products, membership and timelines of an ad hoc committee should be clearly stated and agreed to by Town Council. One Town Council member will be an ex-officio member of each ad hoc committee. Where possible, an attempt will be made to have a balanced committee membership. Minutes or verbal reports will keep Town Council informed on a regular basis. A final report will document findings and recommendations and will be presented at a Town Council meeting or workshop.

Ad hoc committees are subject to the public records laws, sunshine laws, quorum, and statutory ethical requirements. It is the Town's responsibility to ensure that each committee member is educated on these issues.

Outline of Committee Orientation Material:

- Meeting Requirements
 - Notice

- Location Requirements, such as ADA compliance
- Agendas
- Quorum
- Sunshine Requirements
- Public Records Requirements
- Statutory Ethical Requirements

6. Meeting Preparation and Planning

Meeting Schedule:

Regular meetings of Town Council may be found on the website calendar. Management and Planning meetings (M&Ps) are work sessions and are scheduled to discuss financial issues for the Town. Workshops special, continued, or rescheduled meetings will be determined by consensus of the Town Council members, the Town Manager and Town Attorney.

Source of Items:

Items for Town Council agendas are generated by requests and/or legislation (ordinances or resolutions) from members of Town Council prepared by the Town Attorney, requests and actions from the Local Planning Agency, continuations from previous council meetings, in addition to anything Council members, the Town Manager or Town Attorney may wish to have included. Some of these inquiries are routine and can be handled by staff because Town Council policy and procedures have been previously approved which apply.

When an item arises that requires Town Council action either to make a decision or to direct staff or the Town Attorney how to proceed it will appear on the agenda identified as a Council member's request or as an item under the Town Manager's section of the agenda which is the "catch all" for miscellaneous items, or Town Attorney's section, as appropriate. For an item to appear on an agenda, at least two Council members must agree and shall direct the Town Manager to do so, provided time schedules allow. (Note the agenda preparation timetable below).

Whenever possible, any material written and distributed by Council members as part of the agenda should be included in Council members' packets – allowing ample time for review. This preserves the integrity of the seated Council, conforms to the Florida Public Records law, and lessens the opportunity for misunderstandings and miscommunication. No significant Town staff or Town Attorney time will be spent on an agenda item requested by an individual Council member without advance approval by a majority of the Council. Written requests to be placed on a Council agenda from the public should be submitted directly to the Town Manager. Agenda Management is reviewed at each Town Council meeting.

Timetable and Preparation Process:

A draft agenda will be sent to Town Council for review and comment within 24 hours. The Town Council chair may modify the order of the agenda subject to the approval of the Town Council.

Absent an emergency or pressing need, by close of business on the Wednesday prior to the next regular Council meeting, a packet including the finalized agenda and supporting material will be placed in the Council members' mailboxes and placed on the Town website.

The Council members' packets include complete documentation for agenda items (actions required, implications, backup information, memos, ordinances, resolutions, etc.). A sincere effort is made to see that Council packets are complete; if something is not available, a written explanation will be provided. Generally, items requiring documentation (recommendations, memos, ordinances, resolutions, etc.) will not be included on an agenda until the documentation is complete.

The agenda is posted at Town Hall and on the Town website. Meetings may be announced in local newspapers. Hearing notices will be advertised as required by law and may be provided as a service to local newspapers. Occasionally an item comes up late and may be placed on an amended agenda, or as an "add on" (added too late to be included on the published agenda). Such additions should be an exception.

Continued Hearings and Legislative Issues:

It is the goal of the Town Council to complete a hearing during the scheduled meeting. If additional time is required and the hearing must be continued to a later date, any Town Council member who missed the initial hearing should attempt to review the DVD prior to participating in the continued hearing or legislative discussion and resolution. If the applicant submits new information or modification(s) to previously submitted information at the hearing, or immediately prior to the hearing, the Town Council shall consult with the Town Manager and the Town Attorney to determine if a continuance of the hearing is appropriate and proceed accordingly. Nothing contained in this section shall be construed to limit the Director's discretion to defer or continue the public hearing as set forth in LDC Section 34-213(3).

Attendance Policy:

The Charter states "A member of Council may forfeit the office, if the member: (d) Misses three consecutive regularly scheduled council meetings without an excused absence." This statement recognizes that because of the significant meeting preparation required by staff, applicants, and other supporting personnel, it is important that a quorum of the Town Council members be present for all noticed meetings. The Town Manager should be notified of a planned Council member's absence as soon as known. The Town Manager or designee will notify the Town Attorney and Mayor. It is important that the Town Council know that it will have a quorum of its members prior to notification of a meeting/hearing. Work session attendance is equally important because they are where information is shared, and issues resolved before putting the item on an agenda of a regular meeting for a vote.

Participation by Videoconference:

A Council member may participate in a Town Council meeting via videoconference if one of the following conditions is met:

1. There is a medical reason for unavailability, or
2. Permission is granted from the Council for an “extraordinary circumstance.”
3. An emergency order or executive order authorizes the use of communications media technology, as provided in s. 120.54(5)(b)2, F.S.

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

7. Meeting Procedures

Generally, the Order of Agenda Items:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Approval of Final Agenda
5. Proclamations, Recognitions and Awards
6. Public Comment (Any issue can be discussed, but if an agenda item is addressed, the speaker cannot comment at the time such agenda item comes up. For testimony to be considered for a public hearing, it must be made during the hearing).
7. Approval of Minutes
8. Consent Agenda
9. Advisory Committee Items and Reports
10. Public Hearings of proposed ordinances (At conclusion of hearing, requires motion and roll call vote)
11. Administrative Agenda
 - a. Introduction of proposed ordinances (Requires a motion and a majority vote for scheduling the hearing).
 - b. Resolutions (Requires a motion and vote for passage)
 - c. Unfinished business (Items from previous agendas scheduled by Town Manager – should be listed separately on the agenda)
12. New business (Scheduled by the Town Manager, should be listed separately)
13. Final Public Comment (not limited to agenda items)
14. Town Manager’s Items and Reports
15. Town Attorney’s Items and Reports
16. Council Members Items and Reports
17. Agenda Management (generally addressed during Council work sessions)
 - a. Topics for upcoming regularly scheduled meetings
 - b. Planning and scheduling of Management and Planning, and other work sessions
18. Review New Actions from Meeting

19. Adjournment (Requires a motion and vote – no second is required. It is a privileged motion allowing no discussion before vote)

Conduct of Council Meetings:

- The Mayor will conduct Council meetings, and in the Mayor's absence the Vice Mayor will do so.
- The Town Clerk shall deliver a nondenominational invocation.
- Robert's Rules of Order shall be the reference for parliamentary procedure governing the conduct of Town Council meetings when not in conflict with the Town Charter, Town Ordinances, Florida Statutes or these Policies and Procedures. It is not intended that Council meetings be unnecessarily formalistic, but rather that parliamentary procedure will be invoked only when necessary to facilitate the business of the meeting.
- All participants and audiences at Town Council meetings are expected to exhibit common courtesy and proper decorum. No personal attacks will be tolerated. The Chair may request that someone who is being disruptive be removed from chambers.
- Individuals wishing to speak during the Public Comment times are requested to (1) fill out an index card (available in the meeting room) indicating their name and the topic they will address and (2) give that card to the Clerk prior to the start of the meeting. When recognized by the Chair, the speakers will advance to the podium and state their name for the public record.
- Public Comments will generally be limited to three minutes per speaker. The Chair may modify the three-minute limit with approval by vote of the Council. The Public Comment times are intended as opportunities for interested parties to present their viewpoints to the Council members. They are not intended as question-and-answer sessions or as dialog with the Council. Response to questions and/or clarifications requested during public comment may, with the approval of Town Council, be answered immediately if there is a straight-forward, short answer, directed to the appropriate person for response at a later time or placed on an agenda for a future Council meeting.
- After a proper motion and second, discussion by the Council members shall be limited to agenda items with expression of ideas, facts, and conclusions. No member will speak twice on the item until all others who want to speak have spoken.
- The discussion by Council members is intended as an opportunity for Council members to share their viewpoints with each other. Since this opportunity does not exist outside of Council meetings under the Florida Sunshine Law, this is the primary purpose of this time and it generally should not be used to obtain information from the Town Manager or Town Attorney, which could be obtained outside of the Council meeting. While there is no time limit or censorship on comments, Council members should take into consideration the total time available in the meeting for the published agenda and the time allocated for the specific item in the agenda.

Any Council member may present resolutions. They are reviewed by the Town Attorney and require a motion and a vote.

Rules of Civility:

The Town of Fort Myers Beach Town Council recognizes that public discourse is essential to the democratic system of government. It also embraces civility in public deliberations. Rules for Council discussion and public participation while conducting meetings and workshops are as follows:

1. Speakers are permitted to deliver his or her comments without interruption, absent inappropriate language, conduct or personal attacks.
2. Speakers and debates should focus on issues, not on persons or personalities.
3. Persons are encouraged to participate in the governmental process.
4. To allow time to hear all points of view, speakers are allotted 3 minutes.
5. Sidebar discussions while others are speaking are discouraged in Council Chambers. These discussions are to be removed from the chambers so as not to be disruptive to those conducting and following Council business.
6. Only the speaker recognized by the Chairperson has the floor. Speakers should identify themselves for the record. Speakers should utilize the microphone so that their comments can be recorded.
7. We seek to understand one another's points of view.
8. Anger, rudeness, ridicule, impatience, and lack of respect for others are not acceptable behavior. Demonstrations in support or opposition to a speaker or idea such as clapping, cheering, booing, or hissing or intimidating body language are not permitted in Council Chambers or workshop facilities.
9. We should all take initiative to make things better. Our goal is to foster an environment which encourages a fair discussion and exchange of ideas without fear of personal attacks.
10. No use of profanity will be tolerated.
11. Any email or other digital or internet platform used to communicate with the Town Council, individual members of the Town Council, Town Manager, Town Attorney, or Town staff that contain personal attacks, offensive language or slurs; that are belligerent, sarcastic, accusatory or unsigned shall be deemed non-compliant with these "Rules of Civility." Such communications place absolutely no obligation upon Town Council Members, the Town Manager, the Town Attorney or Town staff to respond.

Minutes:

Notes will be taken of all meetings and work sessions. The notes are then transcribed into summary minutes that become the written record of subjects discussed, conclusions reached, actions taken, and assignments given. The minutes include the names of all those participating in the meeting including Council members, staff, the Town Attorney, applicants, their attorneys and witnesses, and people who offer public comments. The minutes also serve as a record of motions and votes on all Council decisions.

Once completed, the minutes are provided to Council members for approval at their next meeting. The approval of the minutes is intended for Council members to accurately document the proceedings of the Town Council. Before moving approval, the minutes should be amended, if

necessary, to portray more accurately what occurred at a Council meeting. This time is not intended for comment or discussion on what should have or should not have been done, but rather to document what was done. Once approved by Council, the original is filed in a secure file and a copy is placed on the Town's web page.

Video and/or audio recordings when made are available at the request of the public or anyone who wishes to listen to the meeting or a portion of the meeting. The original video and audio recordings are stored in a secured area for safekeeping. Any request for production of a verbatim transcript, in whole or in part, of any meeting, workshop or other function of the Town Council or any Town committee thereof by Town staff or paid for by the Town shall require prior consent of the Town Council, except for such requests as are initiated by a court of competent jurisdiction or quasi-judicial officer in the proper exercise of its powers. Video and audio recordings are only the legal record in the absence of approved minutes.

Council Members Items and Reports:

Items and Reports time is set aside for Council Members to report on activities of interest to fellow members, staff, and the public. Council Members are encouraged to send as much information as possible prior to the meeting. Unless an issue is time sensitive, the item will be placed on a future agenda if a vote is required.

Agenda Management:

The Town Manager is responsible for compiling and distributing a schedule of future meetings and work sessions.

Action List:

The Town Manager is responsible for compiling and distributing a list of action items that includes a short status and expected date of completion.

How Voting Order is Established for Roll Call Votes:

The voting order for calling the roll on Town Council votes shall be conducted at the direction of the Town Clerk. Votes on ordinances require a roll call vote; any Council member may call for a roll call vote on any motion before the Council.

Voting Conflicts:

Florida Statute has very specific rules regarding voting conflicts. If a Town Council member has a voting conflict, he/she must disclose that conflict in writing prior to the meeting in question and this disclosure must be publicly read. A form is available from the Town Clerk. The rules also contain an exception for disclosure at the meeting itself. A Town Council member is permitted to participate in the discussion but cannot vote on the subject. The specific rules are set out in s. 112.3143(3)(a), F.S. as amended, quoted below:

“(3)(a) No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer’s interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.”

NOTE: s. 112.3143(b) F.S. defines “relative” as follows: “any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

Guidelines for Legislative Hearing Procedures:

1. The Chair opens the hearing.
2. Staff presents Affidavit of Publication or copy of the legal advertisement from the newspaper of record when available, which shall become an exhibit to the hearing’s resulting ordinance or resolution.
3. The Chair or Town Attorney reads the ordinance or resolution title.
4. Staff and/or the Town Attorney present(s) a brief overview of the ordinance or resolution.
5. Public input is taken. Unless otherwise specified by state law, Code of Ordinances, or LDC only ordinances require public input.
6. Public input is closed
7. Town Council members ask questions, if any, of staff/Town Attorney
8. Town Council members discuss ordinance or resolution, including changes, deletions, etc.
9. A motion is made and seconded to either pass the ordinance or resolution as is, or with modifications, or to take some other action.
10. The motion is discussed and voted upon, with roll call voting as appropriate. Upon consideration and passage of all appropriate motions, the Chair declares the hearing on the ordinance or resolution to be concluded, continued, tabled, or other action in conformity with the motion.

Notes: There is no ex parte disclosure for legislative hearings.

Members of the public are not sworn in.

Generally, there is no discussion between Town Council and public.

The above is intended as a guide and the Council may conduct the legislative hearing utilizing another procedure, so long as due process requirements are met.

Guidelines for Quasi-Judicial Land Use Hearing:

1. The Chair opens the hearing.
2. Staff present Affidavit of Publication or copy of the legal advertisement from the newspaper of record when available, which shall become an exhibit to the hearing's resulting resolution.
3. The Chair asks if any Council member has had an ex parte communication regarding this matter. This includes any site visit, receipt of expert opinion, conducting of investigations, discussions with any person, or any direct or indirect communication in any form with any person outside a public hearing and not on the record. See section 34-52 of the Land Development Code.
4. All witnesses are sworn in. This includes Town staff, applicant and applicant's representatives, and anyone who wishes to make public sworn testimony on this case. All persons are requested to state their name for the record when they address the Council.
5. The applicant presents its case. Town Council may ask clarification questions of the applicant. *
6. Town staff presents its report and recommendation. Town Council may ask clarification questions of staff. *
7. Local Planning Agency representative, if available, presents LPA recommendation. Town Council may ask clarification questions of the LPA representative.
8. Public sworn testimony is opened. At its conclusion, the Chair closes the public sworn testimony portion of the hearing.
9. Applicant presents rebuttal, if any. Town Council may ask detailed informational questions of applicant. **
10. Staff presents rebuttal, if any. Town Council may ask detailed informational questions of staff. **
11. The testimony portion of the hearing is closed, and Council discussion starts.
12. Council votes on a resolution or takes other action.
13. The hearing is closed or continued, or other action is taken in conformity with the successful motion, and the time of closure is verbally noted for the record.

*Council has determined that these Council questions are to clarify the applicant's and staff's presentations of information and are intended to be short Qs and As.

**Council has determined that these Council questions are to discuss detailed, substantive matters involving the application.

NOTE: The above is intended as a guide and the Council may conduct the quasi-judicial hearing utilizing another procedure, so long as due process requirements are met.

If new evidence is submitted prior to or at a Town Council hearing for a quasi-judicial matter after the final LPA hearing, Town Council can choose to:

1. Send the matter back to the LPA for review and recommendation.
2. To continue the hearing to provide sufficient time for the staff and Town Attorney to make recommendations; or
3. To complete the hearing if agreeable to the staff and Town Attorney.

8. Reimbursement Procedures

Travel Expenses:

It is the desire of the Town of Fort Myers Beach that Town Council members be reimbursed for certain expenses incurred while traveling on Town business. Appropriate allowances, forms and procedures are documented in the Town Personnel Manual.

Business Expenses:

From time to time it may be necessary for members of Town Council to entertain various Federal, State and County officials while transacting official Town business. Such business expenses would normally include lunches and/or dinners. A Direct Expense Voucher may be submitted for reimbursement and must be signed by the person requesting reimbursement, and the Town Manager. Invoices must be attached as supporting documentary evidence.

Educational Reimbursement:

The Educational Reimbursement Program is used to encourage Town Council members to improve their knowledge and skills needed for the Town's effectiveness. Reimbursement conditions, forms and procedures are documented in the Town Personnel Manual.

9. Council Communications Policy and Processing Procedures

Council Communications Policy:

Any communication by individual Council members to the media, other governmental agencies, or in public forums should, as clearly as possible, distinguish between personal opinions and actions or direction taken by Town Council. This policy in no way means to censor viewpoints or restrict individual rights but is solely suggested to preserve the integrity of the Council, staff, and the Town.

Mail Processing Procedures:

Mail for the Town should be addressed to the current address. All mail is opened stamped and distributed (it is all public record). Council mail is given to the Administrative Assistant to log and process. Any Council mail that needs a prompt or detailed answer is pulled, copied, and a draft response is prepared for review, usually by the Mayor. The original is distributed, along with other mail; with a note stating a draft response is being prepared. When the response is finalized, it is copied and distributed to all Council members for reading at their leisure.

Communications with Potential Applicants for Zoning and Communications with Vendors or Service Providers:

Section 34-52 of the LDC specifies regulations regarding communications with public officials in non-quasi-judicial matters and ex parte communications with public officials in quasi-judicial matters.

10. Non-Discrimination and Harassment

Policies:

These policies are documented in the Town Personnel Manual

11. Interview/Selection Process for Legal Services

The following applicant form, and ranking sheet shall be used in the selection of Legal Services candidates.

INTERVIEW PROCESS FOR LEGAL SERVICES

Individual 30-minute blocks for private interviews by each Councilor with each applicant.

RFP#: _____ . Interview date: _____

	9:00-9:30	9:30 – 10:00	10:00- 10:30	10:30- 11:00	11:00- 11:30	11:30- 12:00	12:00 -1:00
Councilor 1	Coffee/muffins	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Lunch
Councilor 2	Coffee/muffins	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Lunch
Councilor 3	Coffee/muffins	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Lunch
Councilor 4	Coffee/muffins	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Lunch
Councilor 5	Coffee/muffins	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Lunch

Applicant 1: _____

Applicant 2: _____

Applicant 3: _____

Applicant 4: _____

Applicant 5: _____

NOTE: Chart for town councilor and applicant names shall be in alphabetical order for impartiality.

AFTERNOON SCHEDULE: Each applicant has 15-minute question and answer session in town hall chambers with all five Town Councilors present (5-minute transition between applicants in schedule). Applicants will address Council in alphabetical order.

TIME	Applicant Name
1:00 – 1:15	Applicant 1
1:20 – 1:35	Applicant 2
1:40 – 1:55	Applicant 3
2:00 – 2:15	Applicant 4
2:20 – 2:35	Applicant 5
2:40 – 3:00	Break
3:00	Town Councilors have open discussion. Each Councilmember uses RANKING SHEET to list order of selection, with 1 being the top choice. The Town Clerk will tally the votes and announce each applicant's combined ranking score with the lowest score being the candidate selected. In case of a tie, Town Council will have a head-to-head discussion of only the tied candidates and use another RANKING SHEET to list their order for only the tied candidates. Ranking scores are tallied and announced by Town Clerk. Contract negotiator from Town Council is selected. Transition period of legal services, if necessary, is discussed including assignment of representation for ongoing municipal litigation cases.
FIRST AVAILABLE COUNCIL MEETING AFTER INTERVIEW PROCESS	When contract negotiations are complete, contract is presented to Town Council for approval. Transition period, if necessary, is approved.
IF SELECTED APPLICANT DOES NOT COME TO AGREEMENT WITH TOWN ON CONTRACT	Town Council shall vote to negotiate with second ranked candidate or resolicit for applications and repeat interview process if necessary. Town Council shall vote at the first Town Council meeting following opening of applications to rank the applicants using the RANKING SHEET.

TOWN COUNCIL RANKING SHEET FOR LEGAL SERVICES

RFP# _____

DATE: _____

Councilor Name:

Councilor Signature:

Ranking (#1 is top choice)

1. _____
2. _____
3. _____
4. _____
5. _____

12. Interview/Selection Process for Town Manager

The following applicant form, and ranking sheet shall be used in the selection of Town Manager candidates.

INTERVIEW PROCESS FOR TOWN MANAGER

Councilors rank top 5 candidates from applications. Top 5 overall are invited and scheduled for individual 30-minute blocks for private interviews by each Councilor with each applicant.

RFP# _____ Interview date: _____

	9:00-9:30	9:30 – 10:00	10:00- 10:30	10:30- 11:00	11:00- 11:30	11:30- 12:00	12:00 -1:00
Councilor 1	Coffee/muffins	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Lunch
Councilor 2	Coffee/muffins	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Lunch
Councilor 3	Coffee/muffins	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Lunch
Councilor 4	Coffee/muffins	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Lunch
Councilor 5	Coffee/muffins	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Lunch

Applicant

1: _____

Applicant

2: _____

Applicant

3: _____

Applicant

4: _____

Applicant

5: _____

NOTE: Chart for town councilor and applicant names shall be in alphabetical order for impartiality.

AFTERNOON SCHEDULE: Each applicant has 15-minute question and answer session in town hall chambers with all five Town Councilors present (5-minute transition between applicants in schedule). Applicants will address Council in alphabetical order.

TIME	Applicant Name
1:00 – 1:15	Applicant 1
1:20 – 1:35	Applicant 2
1:40 – 1:55	Applicant 3
2:00 – 2:15	Applicant 4
2:20 – 2:35	Applicant 5
2:40 – 3:00	Break

3:00	Town Councilors have open discussion. Each Councilmember uses RANKING SHEET to list order of selection, with 1 being the top choice. The Town Clerk will tally the votes and announce each applicant's combined ranking score with the lowest score being the candidate selected. In case of a tie, Town Council will have a head-to-head discussion of only the tied candidates and use another RANKING SHEET to list their order for only the tied candidates. Ranking scores are tallied and announced by Town Clerk. Contract negotiator from Town Council is selected. Transition period, if necessary, is discussed.
FIRST AVAILABLE COUNCIL MEETING AFTER INTERVIEW PROCESS	When contract negotiations are complete, contract is presented to Town Council for approval. Transition period, if necessary, is approved.
IF SELECTED APPLICANT DOES NOT COME TO AGREEMENT WITH TOWN ON CONTRACT	Town Council shall vote to negotiate with second ranked candidate or resolicit for applications and repeat interview process if necessary. Town Council shall vote at the first Town Council meeting following opening of applications to rank the applicants using the RANKING SHEET.

TOWN COUNCIL RANKING SHEET FOR TOWN MANAGER

RFP# _____

DATE: _____

Councilor Name: _____

Councilor Signature: _____

Ranking (#1 is top choice)

1. _____

2. _____

3. _____

4. _____

5. _____

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Policies and Procedures Manual
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1. Introduction

This Town Council Policies and Procedures Manual is for the purpose of helping the Council Members in the discharge of their duties. They are intended to be guidelines, not “rules” on how to conduct business. Town Council may vary from these policies and procedures on a case by case basis by a majority vote. As the Town Council continues to discover situations that are unique to Fort Myers Beach, it will want to update and amend this manual. Experience may show that some of these policies and procedures need to be modified or eliminated and new ones adopted.

By adopting this manual, members of Council will find in one handy reference, answers to policy and procedure questions that come up from time to time. By having an agreed-upon guide, members of Council also may develop common expectations on proper conduct of Council meetings, dealings with the public, and the roles of Town staff and committees.

This manual should be used in conjunction with the Town Charter, Comprehensive Land Use Plan (Comp Plan), Land Development Code (LDC), Code of Ordinances, and the annual budget as necessary. In the event of a conflict between this document and Florida statutes, Town Charter or other Town guiding documents, such other document shall prevail over the language in the Policies and Procedures manual.

2. Town Council Mission and Job Description

Mission:

To legislate and police the powers of the Town, including establishing boards, commissions and committees; to perform all duties and obligations imposed on the municipality by law; to insure by strategic planning and clear policies that the unique and natural characteristics of the island are preserved; to supervise the Town Manager and Town Attorney; to perform all actions for the welfare of the residents, owners, businesspersons, and guests of the Island in adherence to the Town Charter, State and Federal Law.

Functions, Powers and Duties:

- Review and interpret the Comprehensive Plan and conduct public hearings as ~~may be~~ needed ~~in order~~ to make changes.
- Review and interpret the Land Development Code and conduct public hearings as ~~may be~~ needed ~~in order~~ to make changes.
- Conduct hearings regarding ~~zoning~~ land use matters.
- Introduce and approve Charter Amendments for adoption by referendum.
- Appoint a Town Manager.
- Appoint a Town Attorney.
- Introduce and enact ordinances.
- Introduce and adopt resolutions.

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- Review and adopt the Operations and Capital Improvement budgets.
- Review and approve budget amendments.
- Create Special Assessment Districts as may be needed.
- Establish advisory committees as needed.
- Review and approve inter-local agreements.
- Review and approve contracts with the Town above the threshold limit allowed to Town Manager.
- Elect a Mayor and Vice Mayor.
- Perform any other duties that are lawfully defined by the Charter and Florida statutes.

Council Member Requirements:

- File a Statement of Financial Interests and Ethics Training (Form 1) with the Lee County Supervisor of Elections every year.
- Complete and file Form 1F – Final Statement of Financial Interest, within 60 days of leaving office.

3. How Town Council Will Operate

Code of Conduct:

Recognizing that persons holding a position of public trust are under constant observation, and recognizing that maintaining the integrity and dignity of the public office is essential for maintaining high levels of public confidence in our institutions of government, every member of the Town Council pledges to adhere to the following CODE OF CONDUCT:

1. Regularly attend all scheduled meetings of the Town Council as well as special or called meetings relevant to the office.
2. Regularly attend all scheduled meetings of outside committees of which they are a member of.
3. Prepare for each meeting.
4. Create a positive environment in meetings of Town Council.
5. Maintain an attitude of courtesy and consideration toward colleagues, ~~citizens~~ residents, and staff during all discussions and deliberations.
6. Allow ~~citizens~~ residents, colleagues, and staff sufficient opportunity to present their views within the prescribed rules for conduct of meetings of Town Council.
7. Avoid the use of abusive, threatening, or intimidating language or gestures directed at colleagues, ~~citizens~~ residents, or staff.
8. Avoid comments, body language or distracting activity that conveys a message of disrespect and lack of interest.
9. Respect all local, state, and federal laws, rules, and other regulations.

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10. Submit completed financial disclosure forms to the Lee County Supervisor of Elections by the specified deadline.
11. Publicly acknowledge the adopted position when asked about a decision of Town Council.
12. Read the Town Comprehensive Plan and follow its directives in all decision-making processes for the Town.
13. Follow the procedural and substantive requirements of the LDC.

Code of Ethics:

Members should ethically serve the public interest by making decisions and taking actions that will enhance the public health, safety and welfare of the region and the ~~citizens~~ residents served by the Town Council and by promoting public confidence in the integrity, independence, ability and impartiality of Town Council.

1. Members shall not convey the impression that they ~~are in a position to~~ can influence the outcome of a decision of Town Council and shall not attempt to use their office to influence or sway the professional staff recommendation.
2. Members shall discharge their duties and responsibilities without favor or prejudice toward any person or group. Members should not allow personal or business relationships to impact upon their conduct or decisions in connection with Town Council business and shall not lend their influence towards the advancement of personal interests or towards the advancement of the interests of friends or business associates.
3. Members shall avoid creating the appearance of impropriety by refraining from engaging in private discussions with ~~the~~ an applicant – or their representatives about specific upcoming Town Council quasi-judicial agenda items without declaring ex parte communication. If a member receives a private written, telephonic or electronic communication about an agenda item, the member will promptly forward the information to the Town Manager and the Town Clerk, or to the member's Town e-mail account so that it may be shared with all other members and filed with the Town official records to comply with the Public Records Law requirement. Any private written, telephonic, or electronic communication about an agenda item, must be submitted to the Town Clerk prior to the commencement of the Town Council meeting at which the agenda item is discussed or it cannot be mentioned or read by any member.
4. No member shall communicate, receive, send, or solicit any private written, telephonic, or electronic communication during a Town Council meeting, unless it pertains to an emergency situation (example: audio or video feed of Council meeting not working properly).
- 4.5. Members shall refrain from any private discussion of Town Council business with other members per the requirements of Florida's Government-in-the-Sunshine Law, Chapter 286, Florida Statutes.
- 5.6. Members shall not accept or solicit a gift, loan, payment, favor, service, promise of employment or business contract, meal, transportation or anything else of value, if such

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thing is given with the understanding or possibility that it will influence the official action of the Members during Town Council proceedings. Florida law prohibits the spouse or minor child of that member from soliciting or accepting these as well, and the Member shall be vigilant in ensuring compliance from those family members.

~~6.7~~ Members shall refrain from participation in any proceeding in which their impartiality may reasonably be questioned. A member whose personal employment or business relationship with a person or entity that is subject to a recommendation of Town Council shall seek the advice and counsel of the Town Attorney, if such relationship could conceivably influence the members' impartiality during Town Council discussion of the subject. The provisions of Chapter 112, Florida Statutes and the Code of Ethics for Public Officers and Employees, shall govern conflict of interest determination.

~~7.8~~ Members shall remain vigilant against deviations from Town Council policies and procedures.

As a legislative and quasi-judicial body, Town Council must be ever cognizant of the important legal requirements of due process and equal protection. These principles are derived from the United States Constitution, the Constitution of the State of Florida, and Florida Statutes, the Town Charter, Town code and LDC, and apply to legislative and quasi-judicial actions. The legal requirement for due process is separated into two prongs: substantive due process and procedural due process. The principle of substantive due process requires the benefits of a given regulation be within the scope of governmental authority, i.e., health, safety, morals, or general welfare, and that the regulations be accomplished in a rational manner, i.e., not be arbitrary or capricious. This is a principle of fundamental fairness in the substance of a given regulatory scheme or provision.

The other due process prong, procedural due process, requires a fair method of adjudicating the rights of property owners, requiring notice and an opportunity to be heard by an impartial decision maker. In legislative matters, this requirement is derived from Florida Statutes, the Town Code and LDC that provide the type and period of notice depending on the nature of the property interest subject to regulation at a public hearing. Quasi-judicial decisions have an underlying Constitutional requirement for procedural due process.

Equal protection limits governmental regulation from establishing irrational classifications, protects the rights of suspect and quasi-suspect classes, and assures against the exercise of fundamental or important rights of persons in ways different from others. Key overarching principles to keep in mind are that every person must be treated equally and reasonably by the quasi-judicial or legislative substance and process and that decisions and recommendations be deliberated in an open process with adequate notice and allowance for participation of affected parties. Reasonable, consistent, and timely notifications in quasi-judicial matters to be heard by the Town Council provide an applicant and other parties potentially affected by a requested decision these fundamental protections.

Assignment of a Town Council Representative:

Town Council may choose to assign a member to lead a project or assess an issue. The Town Council Representative, or often called a "Point Person" may be assigned to do fact-finding and/or

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research, recommend a course of action and report back to Town Council for direction. Final decisions are made by a majority of Town Council.

Sunshine Issues:

Members of Town Council and all Town advisory committees, boards and agencies are subject to the Sunshine Law (F.S. 286.011). This means that any gathering of two or more members of the same advisory committee, board or agency must comply with all the Sunshine Law requirements if they participate in any discussion, directly or indirectly, regarding any matter where there is known or could be foreseeable action taken by communication through a spouse or other go-between.

Town Council members cannot engage in discussions with each other (directly or indirectly) at outside meetings such as the Chamber of Commerce or civic groups regarding any matter on which it is known or foreseeable that action may be taken, unless the Sunshine requirements are met. These rules apply equally to any gathering, formal or casual, such as a Rotary Club (or other business or fraternal club gathering), fund-raiser, etc. They also apply to social events and functions unconnected to the advisory committee, such as a neighbor's backyard barbeque. They also apply to casual discussions between or among members coming in the door for the committee meeting, at breaks during the meeting, and going out the door after the meeting. Every component of the decision-making process must occur in the Sunshine.

The penalties for violating the Sunshine law are severe and can include criminal and civil sanctions. The process of investigation of Sunshine violations is always unpleasant, embarrassing, and expensive, even if the person is ultimately cleared.

Email and Texting Policy:

Email ~~is a~~ and texting are convenient ~~way-ways~~ to communicate with staff, Town Council, ~~Islanders residents,~~ and others. However, it presents unique legal and ethical challenges. All email and texts regarding Town business must be properly retained as a public record. ~~Any~~ Furthermore, any email or text regarding an issue that will come before Council in a quasi-judicial hearing must be properly disclosed as an ex-parte communication as appropriate. Council members must be vigilant to not accidentally violate Sunshine Law requirements. Emailing or texting anyone stating a position on an issue that will come before Town Council is particularly risky. Email and text actions to avoid include:

1. ~~1.~~ 4. Sending an email to another Council member with anything that could be construed as a position.
2. ~~2.~~ 2. Copying another Council member on a response to an email sent by ~~an Islander~~ a resident, staff member or other person.
3. ~~3.~~ 3. If another Town Council member's email is ~~"accidentally"~~ inadvertently forwarded to you, respond to the sender recognizing its ~~"accidental"~~ nature, the fact that it is a Sunshine issue and retain a copy of your response.

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Florida has a very broad public records law. Most written communications to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email [and text](#) communications and email address [and mobile phone number](#) may be subject to public disclosure. (This statement must be included in the closing of any email regarding Town business).

Public Records:

It is the policy of the State of Florida that municipal records shall ~~at all times~~ be open for personal inspection by any person (~~s.s.~~ [s.s.](#) 119.01, F.S.). To that end, the Legislature has enacted the Public Records Law (~~ch~~ [Ch.](#) 119, F.S.), which contains requirements that public records, as defined in s. 119.011, F.S., be made available for public inspection, they be kept in usable condition, they be kept in safe places, they be kept in convenient places, and copying of records be provided at reasonable costs. [A public record is "any material prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type."](#)

~~As~~ Council members, ~~our~~ responsibility is to ~~not only be assured that our~~ [ensure their](#) own public records are properly handled [and preserved](#), ~~but also and~~ to see that the law is adhered to by all employees of the Town. The Town Clerk has been assigned the responsibility of being the custodian of public records. [Council members must further understand that their public record must be retained even after leaving office.](#)

~~Most important is to know what is a "public record" that must be retained even after leaving office. As defined by the Government in the Sunshine Manual, prepared by the Office of the Attorney General, a public record is "any material prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type." Documents of particular note for Council members would be inter-office or intra-office memos and emails. These materials should be made available to the custodian of public records. Emails on the Town servers will be properly retained. Any use of personal email accounts for government business is allowed, but for a Council Person's council member's own protection, it is suggested that these be copied to their Town email account for proper retention. Materials prepared for Town Council meetings, hearings, minutes, and workshop will already be managed by the custodian of public records and do not need to be retained by the Council member. If there are any questions on retention of a particular documents document, consult with the custodian of public records and/or the Town Attorney before destroying.~~

4. Training Materials and First Meeting

Training Materials:

~~If requested, the~~ [The](#) Town Clerk will provide each new member of the Town Council with copies of:

- Town Charter.
- Comprehensive Plan.
- Land Development ~~Code~~ [Code](#).

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- [Code of Ordinances.](#)

- [Florida Code of Ethics.](#)
- [Florida Sunshine and Public Records Laws.](#)
- [Emergency Operations Plan.](#)
- [Town Council Policies and Procedures Manual.](#)
- [Local Planning Agency Policies and Procedures Manual.](#)
- [Town Personnel Manual.](#)
- [Town Purchasing and Procurement Manual.](#)
- Other materials as determined by the Town Attorney, Town Manager and Town Council members.

As part of a Council ~~Person's~~ member's orientation, they will be provided a tour of the Town facilities with introductions with all staff members. [Pursuant to state law, all Council members must complete 4 hours of ethics training each calendar year, which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of the State of Florida.](#)

Training Recommendations:

- Successful completion of all courses required by the National Incident Management System (NIMS).
- Florida League of Cities, Inc., Institute of Elected Municipal Officials (IEMO) Basic Course.
- Making Good Planning Decisions.
- Hands-on Emergency Operations Training.
- Other courses as determined by the Town Attorney, Town Manager and Town Council members.

Election of Officers:

At the first meeting after the second Tuesday in ~~March~~ November, the Council's Mayor and Vice Mayor will be chosen. Each Council member may nominate a person for each of these positions. A second is not required. The voting procedure will be agreed upon in advance.

Outside Committee Representation:

Charlotte Harbor National Estuary Program – www.chnep.org

Meetings: The Policy Committee meets the third Monday every other month at 9:30 am*.
Mission: The CHNEP is a partnership that protects the estuaries and watersheds from Venice to Bonita Springs to Winter Haven. This partnership gives citizens, elected officials, resource managers, and commercial and recreational resource users in the 4,700-square mile study area a voice to address diverse resource management concerns including fish and wildlife habitat loss, water quality and

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water flow. The watershed in the study area includes all or parts of Lee, Charlotte, Sarasota, Manatee, Polk, Hardee and DeSoto counties.

Coastal Advisory Committee – www.lee-county.com

Meetings: Last Monday of each month at 9:30 am.*

Mission: The Council's charge is to advise the Board of County Commissioners, staff and the various related advisory boards when proceeding with a project affecting beach and shoreline preservation regarding the proper methods in helping to conserve the Beaches of Lee County.

Horizon Council – www.lee-county.com/business

Meetings: First Friday of each month*

Mission: The Horizon Council is the advisory board to the county commission on economic development issues. This unique public-private partnership is made up of 62 members from government, education, business, and community organizations. Established in 1991, the mission of the Horizon Council is to:

- Work toward improving the business environment in Lee County; [and](#)
- Retain and encourage the expansion of existing businesses; and
- Attract new and diversified employment to the area

Human Services Council – www.lee-county.com

Meetings: Third Tuesday of each month*

Mission: The Council will ensure the efficient delivery of community health and human services through:

- Communication
- Coordination
- Strategic Planning
- Innovation
- Integration and collaboration
- Measurable Outcomes

Metropolitan Planning Organization – www.mpo-swfl.org

Meetings: Third Friday of each month at 9 am*

Mission: The MPO is responsible for conducting a continuing, cooperative, and comprehensive transportation planning process for all of Lee County. It must plan for the movement of both people and goods within the county by all modes of travel – including highways, public transportation, bicycles, and foot. It also plans for the connections (such as airports, seaports, or bus, railroad, and pipeline terminals) linking these modes or tying us to the rest of the world.

The MPO sets priorities among surface transportation improvement projects within Lee County for state or federal funding. ~~In order for them to~~ [To](#) be eligible for federal funds, federal law requires that the MPO endorse a transportation improvement program identifying the projects to be done over the next few years.

Southwest Florida Regional Planning Council – www.swfrpc.org

Meetings: Third Thursday of each month at 9 am*

Mission: The Southwest Florida Regional Planning Council is a locally formed regional planning agency serving six counties: Charlotte, Collier, Glades, Hendry, Lee, and Sarasota. Its mission is to protect and improve the region's physical, economic, and social environment. The agency is directed by a thirty-four-member Council composed of local elected officials and gubernatorial appointees. The activities of the Southwest Florida RPC can be classified into three major areas: long range planning, tactical planning, and transportation planning.

Estero Bay Agency on Bay Management – www.swfrpc.org/abm.shtuil

Meetings: Second Monday of each month at 9:30 am*

Mission: Its directive is to make comments and recommendations regarding the management of Estero Bay and its watershed. The ABM collects and maintains data and it reviews and comments to regulatory agencies on issues affecting the watershed

*Meeting times are subject to change.

5. Town Advisory Committees, Boards and Agencies Standing Advisory Committees

Council Selection of Advisory Board, Agency, and Committee Members:

Residency: Except as required by Town Charter, Town Ordinance or Florida statute, residency on Fort Myers Beach will not be a requirement for nomination or election to a committee, commission, or board of the Town.

Advertising: All advisory committees are listed on the Town website. Information included will be the committee mission, current projects, when the committee meets and current members on the committee and whether submission of an annual Form 1 (Financial Disclosure) is required by the Florida Commission on Ethics.

~~Openings for committees will be listed:~~ In the event of an opening for an advisory board or committee, Town staff will list the opening on the website with a date when applications must be submitted to the Town Clerk for consideration by Town Council. Whenever possible, committee selection will be scheduled 30 days after proper notification. Advertising in local newspapers can be considered if approved by the Town Manager. Committee candidates will be encouraged to appear for interviews during the selection process.

Preliminary matters: The Council should decide how to go about voting prior to any voting taking place ~~Decide~~ and decide the number of members on a committee ahead of time.

Voting:

1. Each Council member picks his selections, marking no more than the total number of seats available (or writes the names down), and initials his ballot.
2. Those receiving the most votes are selected to seats available.

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3. If there is a tie for any number of seats still left open, there will be a runoff consisting only of the persons who are tied.

Examples of voting procedure:

First Ballot:

Seats available – 9

Candidates – 15

Votes on First Ballot: Results of First Ballot

3 get 5 votes apiece 3 are elected

3 get 4 votes apiece 3 are elected

4 get 3 votes apiece 4 go on a second ballot

3 get 2 votes apiece 3 are eliminated

2 get 0 votes apiece 2 are eliminated

~~There would be a second ballot containing only the names of the four candidates who got three votes. Council would vote for three candidates. This process would be repeated in case of a tie until all seats are filled.~~

There would be a second ballot containing only the names of the four candidates who got three votes. Council would vote for three candidates. This process would be repeated in case of a tie until all seats are filled. A variation on this method of voting is that after the first ballot, if there is a tie which prevents all of the seats from being filled, the runoff would consist of all of the unselected candidates, not just the ones involved in the tie.

4. The ballots are given to the Town Clerk, who conducts the tallying and announces the results.
5. Once all selections are made, Council adopts a motion containing the new members' names.

Effective Date of Appointment and Follow Up:

Newly appointed advisory board, agency and committee members who are required to file a Financial Disclosure Statement, will be notified of the disclosure requirements no later than the date of appointment. The Town Manager or designee is responsible for such notification. These appointments should be made effective as of some future date, so that there is sufficient time to provide the required notification. For convenience, the notice could be accompanied by a copy of the required disclosure forms, which are available from the Supervisor of Elections or on-line from the Florida Commission on Ethics (<http://www.ethics.state.fl.us/>)

Ad Hoc Committees:

Town Council has the authority to form ad hoc committees requesting participation by volunteers. Ad hoc Committees can be used at Town Council's discretion to address specialized and or short-term Town issues.

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The mission, specific objectives, expected products, membership and timelines of an ad hoc committee should be clearly stated and agreed to by Town Council. One Town Council member will be an ex-officio member of each ad hoc committee. Where possible, an attempt will be made to have a balanced committee membership. Minutes or verbal reports will keep Town Council informed on a regular basis. A final report will document findings and recommendations, and will be presented at a Town Council meeting or workshop.

Ad hoc committees are subject to the public records laws, sunshine laws, quorum, and statutory ethical requirements. It is the Town's responsibility to ensure that each committee member is educated on these issues.

Outline of Committee Orientation Material:

- Meeting Requirements
 - o Notice
 - o Location Requirements, such as ADA compliance
 - o Agendas
 - o Quorum
- Sunshine Requirements
- Public Records Requirements
- Statutory Ethical Requirements

6. Meeting Preparation and Planning

Meeting Schedule:

Regular meetings of Town Council may be found on the website calendar. Management and Planning meetings (M&Ps) are work sessions and are scheduled to discuss financial issues for the Town. Workshops special, continued, or rescheduled meetings will be determined by consensus of the Town Council members, the Town Manager and Town Attorney.

Source of Items:

Items for Town Council agendas are generated by requests and/or legislation (ordinances or resolutions) from members of Town Council prepared by the Town Attorney, requests and actions from the Local Planning Agency, continuations from previous council meetings, in addition to anything Council members, the Town Manager or Town Attorney may wish to have included. Some of these inquiries are routine and can be handled by staff because Town Council policy and procedures have been previously approved which apply.

When an item arises that requires Town Council action either to make a decision or to direct staff or the Town Attorney how to proceed it will appear on the agenda identified as a Council member's request or as an item under the Town Manager's section of the agenda which is the "catch all" for miscellaneous items, or Town Attorney's section, as appropriate. For an item to appear on an agenda, at least two Council members must ~~be in agreement~~ agree and shall direct the Town Manager to do so, provided time schedules allow. (Note the agenda preparation timetable below).

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Whenever possible, any material written and distributed by Council members as part of the agenda should be included in Council members' packets – allowing ample time for review. This preserves the integrity of the seated Council, conforms to the Florida Public Records ~~laws-law~~, and lessens the opportunity for misunderstandings and miscommunication. No significant Town staff or Town Attorney time will be spent on an agenda item requested by an individual Council member without ~~advance~~ approval by a majority of ~~the~~ Council ~~in advance~~. Written requests to be placed on a ~~council-Council~~ agenda from the ~~general~~ public should be submitted directly to the Town Manager. Agenda Management is reviewed at each Town Council meeting.

Timetable and Preparation Process:

A draft agenda will be sent to Town Council for review and comment within 24 hours. The Town Council chair may modify the order of the agenda subject to the approval of the Town Council. Absent an emergency or pressing need, by close of business on the Wednesday prior to the next regular Council meeting, a packet including the finalized agenda and supporting material will be placed in the Council members' mailboxes and placed on the Town website.

The Council members' packets include complete documentation for agenda items (actions required, implications, backup information, memos, ordinances, resolutions, etc.) ~~-~~. A sincere effort is made to see that Council packets are complete; if something is not available, a written explanation will be provided. ~~As a general rule~~ Generally, items requiring documentation (recommendations, memos, ordinances, resolutions, etc.) will not be included on an agenda until the documentation is complete.

The agenda is posted at Town Hall and on the Town website. Meetings may be announced in local newspapers. Hearing notices will be advertised as required by law and may be provided as a service to local newspapers. Occasionally an item comes up late and may be placed on an amended agenda, or as an "add on" (added too late to be included on the published agenda). Such additions should be an exception.

Continued Hearings and Legislative Issues:

It is the goal of the Town Council to complete a hearing during the scheduled meeting. If additional time is required and the hearing must be continued to a later date, any Town Council member who missed the initial hearing should attempt to review the DVD prior to participating in the continued hearing or legislative discussion and resolution. If the applicant submits new information or modification(s) to previously submitted information at the hearing, or immediately prior to the hearing, the Town Council shall consult with the Town Manager and the Town Attorney to determine if a continuance of the hearing is appropriate and proceed accordingly. Nothing contained in this section shall be construed to limit the Director's discretion to defer or continue the public hearing as set forth in LDC Section 34-213(3).

Attendance Policy:

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The Charter states: “A member of Council may forfeit the office, if the member: (d) Misses three consecutive regularly scheduled council meetings without an excused absence.” This statement recognizes that because of the significant meeting preparation required by staff, applicants and other supporting personnel, it is important that a quorum of the Town Council members be present for all noticed meetings. The Town Manager should be notified of a planned Council member’s absence as soon as known. The Town Manager or designee will notify the Town Attorney and Mayor. It is important that the Town Council know that it will have a quorum of its members prior to notification of a meeting/hearing. Work session attendance is equally important because they are where information is shared and issues resolved before putting the item on an agenda of a regular meeting for a vote.

Participation by Videoconference:

A Council member may participate in a Town Council meeting via videoconference if one of the following conditions is met:

1. There is a medical reason for unavailability, or
2. Permission is granted from the Council for an “extraordinary circumstance.”
3. [An emergency order or executive order authorizes the use of communications media technology, as provided in s. 120.54\(5\)\(b\)2, F.S.](#)

A quorum of Town Council members must be met without the missing Council member(s) in attendance [unless this requirement is suspended by emergency order or executive order.](#)

7. Meeting Procedures

[Generally, the](#) Order of Agenda Items:

~~1. Generally the agenda will proceed in the following order:~~

~~2.~~ [1.](#) Call to Order

~~3.~~ [2.](#) Invocation

~~4.~~ [3.](#) Pledge of Allegiance

~~5.~~ [4.](#) Approval of Final Agenda

~~6.~~ [5.](#) Proclamations, Recognitions and Awards

~~7.~~ [6.](#) Public Comment (Any issue can be discussed, but if an agenda item is addressed, the speaker cannot comment at the time such agenda item comes up. For testimony to be considered for a public hearing, it must be made during the hearing).

~~8.~~ [7.](#) Approval of Minutes

~~9.~~ [8.](#) Consent Agenda

~~10.~~ [9.](#) Advisory Committee Items and Reports

~~11.~~ [10.](#) Public Hearings of proposed ordinances (At conclusion of hearing, requires motion and roll call vote)

~~12.~~ [11.](#) Administrative Agenda

- a. Introduction of proposed ordinances (Requires a motion and a majority vote for scheduling the hearing).
- b. Resolutions (Requires a motion and vote for passage)
- c. Unfinished business (Items from previous agendas scheduled by Town Manager – should be listed separately on the agenda)

12. New business (Scheduled by the Town Manager, should be listed separately)

13. Final Public Comment (not limited to agenda items)

14. Town Manager's Items and Reports

15. Town Attorney's Items and Reports

16. Council Members Items and Reports

17. Agenda Management (generally addressed during Council work sessions)

- a. Topics for upcoming regularly scheduled meetings
- b. Planning and scheduling of Management and Planning, and other work sessions

18. Review New Actions from Meeting

19. Adjournment (Requires a motion and vote – no second is required. It is a privileged motion allowing no discussion before vote)

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Conduct of Council Meetings:

- The Mayor will conduct Council meetings, and in the Mayor's absence the Vice Mayor will do so.
- The Town Clerk shall deliver a nondenominational invocation.
- Robert's Rules of Order shall be the reference for parliamentary procedure governing the conduct of Town Council meetings when not in conflict with the Town Charter, Town Ordinances ~~or~~, Florida Statutes or these Policies and Procedures. It is not intended that Council meetings be unnecessarily formalistic, but rather that parliamentary procedure will be invoked only when necessary to facilitate the business of the meeting.
- All participants and audiences at Town Council meetings are expected to exhibit common courtesy and proper decorum. No personal attacks will be tolerated. The Chair may request that someone who is being disruptive be removed from chambers.
- Individuals wishing to speak during the Public Comment times are requested to (1) fill out an index card (available in the meeting room) indicating their name and the topic they will address and (2) give that card to the Clerk prior to the start of the meeting. When recognized by the Chair, the speakers will advance to the podium and state their name for the public record.
- Public Comments will generally be limited to three minutes per speaker. The Chair may modify the three-minute limit with approval by vote of the Council. The Public Comment times are intended as opportunities for interested parties to present their viewpoints to the Council members. They are not intended as question-and-answer sessions or as dialog with the Council. Response to questions and/or clarifications requested during public comment may, with the approval of Town Council, be answered immediately if there is a straight-forward, short answer, directed to the appropriate person for response at a later time or placed on an agenda for a future Council meeting.

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- After a proper motion and second, discussion by the Council members shall be limited to agenda items with expression of ideas, facts, and conclusions. No member will speak twice on the item until all others who want to speak have spoken.
- The ~~time period for discussion by~~ Council members ~~comments~~ is intended as an opportunity for Council members to share their viewpoints with each other. Since this opportunity does not exist outside of Council meetings under the Florida Sunshine Law, this is the primary purpose of this time and it generally should not be used to obtain information from the Town Manager or Town Attorney, which could be obtained outside of the Council meeting. ~~It is intended primarily for presentation, not discussion.~~ While there is no time limit or censorship on comments, Council members should take into consideration the total time available in the meeting for the published agenda and the time allocated for the specific item in the agenda.

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Any Council member may present resolutions. They are reviewed by the Town Attorney and require a motion and a vote.

Rules of Civility ~~for Public Participation:~~

The Town of Fort Myers Beach Town Council recognizes that public discourse is essential to the democratic system of government. It also embraces civility in public deliberations. Rules for Council discussion and public participation while conducting meetings and workshops are as follows:

1. Speakers are permitted to deliver his or her comments without interruption, absent inappropriate language, conduct or personal attacks.
2. Speakers and debates should focus on issues, not on persons or personalities.
3. Persons are encouraged to participate in the governmental process.
4. To allow time to hear all points of view, speakers are allotted 3 minutes.
5. Sidebar discussions while others are speaking are discouraged in Council Chambers. These discussions are to be removed from the chambers so as not to be disruptive to those conducting and following Council business.
6. Only the speaker recognized by the Chairperson has the floor. Speakers should identify themselves for the record. Speakers should utilize the microphone so that their comments can be recorded.
7. We seek to understand one another's points of view.
8. Anger, rudeness, ridicule, impatience, and lack of respect for others are not acceptable behavior. Demonstrations in support or opposition to a speaker or idea such as clapping, cheering, booing, or hissing or intimidating body language are not permitted in Council Chambers or workshop facilities.
9. We should all take initiative to make things better. Our goal is to foster an environment which encourages a fair discussion and exchange of ideas without fear of personal attacks.
10. No use of profanity will be tolerated.

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11. Any email or other digital or internet platform used to communicate with the Town Council, individual members of the Town Council, Town Manager, Town Attorney, or Town staff that contain personal attacks, offensive language or slurs; that are belligerent, sarcastic, accusatory or unsigned shall be deemed non-compliant with these “Rules of Civility ~~for Public Participation~~.” Such communications place absolutely no obligation upon Town Council Members, the Town Manager, the Town Attorney or Town staff to respond.

Minutes:

Notes will be taken of all meetings and work sessions. The notes are then transcribed into summary minutes that become the written record of subjects discussed, conclusions reached, actions taken, and assignments given. The minutes include the names of all those participating in the meeting including Council members, staff, the Town Attorney, applicants, their attorneys and witnesses, and people who offer public comments. The minutes also serve as a record of motions and votes on all Council decisions.

Once completed, the minutes are provided to Council members for approval at their next meeting. The approval of the minutes is intended for Council members to accurately document the proceedings of the Town Council. Before moving approval, the minutes should be amended, if necessary, to portray more accurately ~~portray~~ what occurred at a Council meeting. This time is not intended for comment or discussion on what should have or should not have been done, but rather to document what ~~actually~~ was done. Once approved by Council, the original is filed in a secure file and a copy is placed on the Town’s web page.

Video and/or audio recordings when made are available at the request of the public or anyone who wishes to listen to the meeting or a portion of the meeting. The original video and audio recordings are stored in a secured area for safekeeping. Any request for production of a verbatim transcript, in whole or in part, of any meeting, workshop or other function of the Town Council or any Town committee thereof by Town staff or paid for by the Town shall require prior consent of the Town Council, except for such requests as are initiated by a court of competent jurisdiction or quasi-judicial officer in the proper exercise of its powers. Video and audio recordings are only the legal record in the absence of approved minutes.

Council Members Items and Reports:

Items and Reports time is set aside for Council Members to report on activities of interest to fellow members, staff, and the public. Council Members are encouraged to send as much information as possible prior to the meeting. Unless an issue is time sensitive, the item will be placed on a future agenda if a vote is required.

Agenda Management:

The Town Manager is responsible for compiling and distributing a schedule of future meetings and work sessions.

Action List:

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The Town Manager is responsible for compiling and distributing a list of action items that includes a short status and expected date of completion.

How Voting Order is Established for Roll Call Votes:

The voting order for calling the roll on Town Council votes shall be conducted at the direction of the Town Clerk. Votes on ordinances require a roll call vote; any Council member may call for a roll call vote on any motion before the Council.

Voting Conflicts:

Florida Statute has very specific rules regarding voting conflicts. If a Town Council member has a voting conflict, he/she must disclose that conflict in writing prior to the meeting in question and this disclosure must be publicly read. A form is available from the Town Clerk. The rules also contain an exception for disclosure at the meeting itself. A Town Council member is permitted to participate in the discussion, but cannot vote on the subject. The specific rules are set out in ~~F.S.~~ 112.3143(3)(a), ~~s-F.S.~~ as amended, quoted below:

“(3)(a) No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer’s interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.”

NOTE: ~~F.S.~~ 112.3143(b) ~~F.S.~~ defines “relative” as follows: “any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

Guidelines for Legislative Hearing Procedures:

1. The Chair opens the hearing.
2. Staff presents Affidavit of Publication or copy of the legal advertisement from the newspaper of record when available, which shall become an exhibit to the hearing’s resulting ordinance or resolution.
3. The Chair or Town Attorney reads the ordinance ~~caption~~ or resolution title.
4. Staff and/or the Town Attorney present(s) a brief overview of the ordinance or resolution.
5. Public input is taken. Unless otherwise specified by state law, Code of Ordinances, or LDC only ordinances require public input.
6. Public input is closed

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7. Town Council members ask questions, if any, of staff/Town Attorney
8. Town Council members discuss ordinance [or resolution](#), including changes, deletions, etc.
9. A motion is made and seconded to either pass the ordinance [or resolution](#) as is, or with modifications, or to take some other action.
10. The motion is discussed and voted upon, with roll call voting as appropriate. Upon consideration and passage of all appropriate motions, the Chair declares the hearing on the ordinance [or resolution](#) to be concluded, continued, tabled, or other action in conformity with the motion.

Notes: There is no ex parte disclosure for legislative hearings.

Members of the public are not sworn in.

Generally, there is no discussion between Town Council and public.

The above is intended as a guide and the Council may conduct the legislative hearing utilizing another procedure, so long as due process requirements are met.

Guidelines for Quasi-Judicial Land Use Hearing:

1. The Chair opens the hearing.
2. Staff present Affidavit of Publication or copy of the legal advertisement from the newspaper of record when available, which shall become an exhibit to the hearing's resulting resolution.
3. The Chair asks if any Council member has had an ex parte communication regarding this matter. This includes any site visit, receipt of expert opinion, conducting of investigations, discussions with any person, or any direct or indirect communication in any form with any person outside a public hearing and not on the record. See section 34-52 of the Land Development Code.
4. All witnesses are sworn in. This includes Town staff, applicant and applicant's representatives, and anyone who wishes to make public sworn testimony on this case. All persons are requested to state their name for the record when they address the Council.
- ~~5.~~ The applicant presents its case.
- ~~6.~~ 5. Town Council may ask clarification questions of [the](#) applicant. *
6. Town staff presents its report and recommendation. Town Council may ask clarification questions of staff. *
7. Local Planning Agency representative, if available, presents LPA recommendation. Town Council may ask clarification questions of the LPA representative.
8. Public sworn testimony is opened. At its conclusion, the Chair closes the public sworn testimony portion of the hearing.
9. Applicant presents rebuttal, if any. Town Council may ask detailed informational questions of applicant. **

10. Staff presents rebuttal, if any. Town Council may ask detailed informational questions of staff. **
11. The testimony portion of the hearing is closed, and Council discussion starts.
12. Council votes on a resolution or takes other action.
13. The hearing is closed or continued, or other action is taken in conformity with the successful motion, and the time of closure is verbally noted for the record.

*Council has determined that these Council questions are to clarify the applicant's and staff's presentations of ~~factual~~ information and are intended to be short Qs and As.

**Council has determined that these Council questions are to discuss detailed, substantive matters involving the application.

NOTE: The above is intended as a guide and the Council may conduct the quasi-judicial hearing utilizing another procedure, so long as due process requirements are met.

If new evidence is submitted prior to or at a Town Council hearing for a quasi-judicial matter ~~subsequent to~~ after the final LPA hearing, Town Council can choose to:

1. Send the matter back to the LPA for review and recommendation.
2. To continue the hearing to provide sufficient time for the staff and Town Attorney to make recommendations; or
3. To complete the hearing if agreeable to the staff and Town Attorney.

8. Reimbursement Procedures

Travel Expenses:

It is the desire of the Town of Fort Myers Beach that Town Council members be reimbursed for certain expenses incurred while traveling on Town business. Appropriate allowances, forms and procedures are documented in the Town Personnel Manual.

Business Expenses:

From time to time it may be necessary for members of Town Council to entertain various Federal, State and County officials while transacting official Town business. Such business expenses would normally include lunches and/or dinners. A Direct Expense Voucher may be submitted for reimbursement and must be signed by the person requesting reimbursement, and the Town Manager. Invoices must be attached as supporting documentary evidence.

Educational Reimbursement:

The Educational Reimbursement Program is used to encourage Town Council members to improve their knowledge and skills needed for the Town's effectiveness. Reimbursement conditions, forms and procedures are documented in the Town Personnel Manual.

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9. Council Communications Policy and Processing Procedures

Council Communications Policy:

Any communication by individual ~~council~~ Council members to the media, other governmental agencies, or in public forums should, as clearly as possible, distinguish between personal opinions and actions or direction taken by Town Council. This policy in no way means to censor viewpoints or restrict individual rights, ~~but~~ is solely suggested to preserve the integrity of the Council, staff, and the Town.

Mail Processing Procedures:

Mail for the Town should be addressed to the current address. All mail is opened stamped and distributed. ~~(It is all public record)~~ Council mail is given to the Administrative Assistant to log and process. Any Council mail that needs a prompt or detailed answer is pulled, copied, and a draft response is prepared for review, usually by the Mayor. The original is distributed, along with other mail; with a note stating a draft response is being prepared. When the response is finalized, it is copied and distributed to all Council members for reading at their leisure.

Communications ~~With~~ with Potential Applicants for Zoning and Communications ~~With~~ with Vendors or Service Providers:

Section 34-52 of the ~~Town's Land Development Code~~ LDC specifies regulations regarding communications with public officials in non-quasi-judicial matters and ex parte communications with public officials in quasi-judicial matters.

10. Non-Discrimination and Harassment

Policies:

These policies are documented in the Town Personnel Manual

11. Interview/Selection Process for Legal Services

The following applicant form ~~and~~ and ranking sheet shall be used in the selection of Legal Services candidates.

INTERVIEW PROCESS FOR LEGAL SERVICES

Individual 30-minute blocks for private interviews by each Councilor with each applicant.

RFP#: _____ Interview date: _____

	9:00-9:30	9:30 – 10:00	10:00- 10:30	10:30- 11:00	11:00- 11:30	11:30- 12:00	12:00 -1:00
Councilor 1	Coffee/muffins	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Lunch

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Councilor 2	Coffee/muffins	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Lunch
Councilor 3	Coffee/muffins	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Lunch
Councilor 4	Coffee/muffins	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Lunch
Councilor 5	Coffee/muffins	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Lunch

Applicant 1: _____
Applicant 2: _____
Applicant 3: _____
Applicant 4: _____
Applicant 5: _____

NOTE: Chart for town councilor and applicant names shall be in alphabetical order for impartiality.

AFTERNOON SCHEDULE: Each applicant has 15-minute question and answer session in town hall chambers with all five Town Councilors present (5-minute transition between applicants in schedule). Applicants will address Council in alphabetical order.

TIME	Applicant Name
1:00 – 1:15	Applicant 1
1:20 – 1:35	Applicant 2
1:40 – 1:55	Applicant 3
2:00 – 2:15	Applicant 4
2:20 – 2:35	Applicant 5
2:40 – 3:00	Break
3:00	Town Councilors have open discussion. Each Councilmember uses RANKING SHEET to list order of selection, with 1 being the top choice. The Town Clerk will tally the votes and announce each applicant's combined ranking score with the lowest score being the candidate selected. In case of a tie, Town Council will have a head-to-head discussion of only the tied candidates and use another RANKING SHEET to list their order for only the tied candidates. Ranking scores are tallied and announced by Town Clerk. Contract negotiator from Town Council is selected. Transition period of legal services, if necessary, is discussed including assignment of representation for ongoing municipal litigation cases.
FIRST AVAILABLE COUNCIL MEETING AFTER INTERVIEW PROCESS	When contract negotiations are complete, contract is presented to Town Council for approval. Transition period, if necessary, is approved.
IF SELECTED APPLICANT DOES NOT COME TO AGREEMENT	Town Council shall vote to to negotiate with second ranked candidate or resolicit for applications and repeat interview process if necessary. Town Council shall vote at the first Town Council

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WITH TOWN ON CONTRACT	meeting following opening of applications to rank the applicants using the RANKING SHEET.
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TOWN COUNCIL RANKING SHEET FOR LEGAL SERVICES

RFP# _____

DATE: _____

Councilor Name:

Councilor Signature:

Ranking (#1 is top choice)

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

12. Interview/Selection Process for ~~Legal Services~~ Town Manager

The following applicant form-2 and ranking sheet shall be used in the selection of Town Manager candidates.

INTERVIEW PROCESS FOR TOWN MANAGER

Councilors rank top 5 candidates from applications. Top 5 overall are invited and scheduled for individual 30-minute blocks for private interviews by each Councilor with each applicant.

RFP# _____ Interview date: _____

	9:00-9:30	9:30 – 10:00	10:00-10:30	10:30-11:00	11:00-11:30	11:30-12:00	12:00-1:00
Councilor 1	Coffee/muffins	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Lunch
Councilor 2	Coffee/muffins	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Lunch
Councilor 3	Coffee/muffins	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Lunch
Councilor 4	Coffee/muffins	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Lunch
Councilor 5	Coffee/muffins	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Lunch

Applicant

1: _____

Applicant

2: _____

Applicant

3: _____

Applicant

4: _____

Applicant

5: _____

NOTE: Chart for town councilor and applicant names shall be in alphabetical order for impartiality.

AFTERNOON SCHEDULE: Each applicant has 15-minute question and answer session in town hall chambers with all five Town Councilors present (5-minute transition between applicants in schedule). Applicants will address Council in alphabetical order.

TIME	Applicant Name
1:00 – 1:15	Applicant 1
1:20 – 1:35	Applicant 2
1:40 – 1:55	Applicant 3
2:00 – 2:15	Applicant 4
2:20 – 2:35	Applicant 5
2:40 – 3:00	Break

3:00	Town Councilors have open discussion. Each Councilmember uses RANKING SHEET to list order of selection, with 1 being the top choice. The Town Clerk will tally the votes and announce each applicant's combined ranking score with the lowest score being the candidate selected. In case of a tie, Town Council will have a head-to-head discussion of only the tied candidates and use another RANKING SHEET to list their order for only the tied candidates. Ranking scores are tallied and announced by Town Clerk. Contract negotiator from Town Council is selected. Transition period, if necessary, is discussed.
FIRST AVAILABLE COUNCIL MEETING AFTER INTERVIEW PROCESS	When contract negotiations are complete, contract is presented to Town Council for approval. Transition period, if necessary, is approved.
IF SELECTED APPLICANT DOES NOT COME TO AGREEMENT WITH TOWN ON CONTRACT	Town Council shall vote to to negotiate with second ranked candidate or resolicit for applications and repeat interview process if necessary. Town Council shall vote at the first Town Council meeting following opening of applications to rank the applicants using the RANKING SHEET.

TOWN COUNCIL RANKING SHEET FOR TOWN MANAGER

RFP# _____

DATE: _____

Councilor Name: _____

Councilor Signature: _____

Ranking (#1 is top choice)

1. _____

2. _____

3. _____

4. _____

5. _____