



Fort Myers Beach Town Council

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

Agenda

Monday, August 16, 2021

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. ADVISORY COMMITTEES ITEMS AND REPORTS**
- VIII. APPROVAL OF MINUTES**
 - A. August 2, 2021 Town Council meeting
 - B. August 5, 2021 Management & Planning Session
- IX. PUBLIC HEARINGS**
 - A. Temporary LeeTram Parking
Authorize Temporary LeeTram Parking on FMB fire district property located at 2545 Estero Blvd (Topps) for up to seven months.
 - B. Resolution 21-39; VAR20210033 - 101 Gulf Drive
Recommend Approval/Denial of Variance 20210033 101 Gulf Drive Pool and Fence Location and Street Setback
- X. ADMINISTRATIVE AGENDA**
 - A. Resolution 21-38 - Staging on Seafarer's
Approve Resolution 21-38; License Agreement with Lee County temporary construction for Staging on Seafarer's for the Old San Carlos Boulevard Signalization Project.
 - B. Mound House Restoration Repairs

As shown on the FY2021-2022 budget add on list. Approve the proposal from International Fine Art Conservation Studios Inc. for Mound House historic structure repairs estimated at \$47,730.

C. Island Hopper Songwriter's Festival

Special Event- Island Hopper Songwriter's Festival - Nervous Nellies is requesting to rent Bayside Park, cordon it off and have alcohol on Town property for an outdoor bar set up on their property. They will erect a small stage on their property and are requesting a waiver of the noise ordinance and to perform until 10pm. This event will run from September 24, 2021 from 6 pm- 10 pm, September 25 from noon until 10 pm and September 26 from noon until 5 pm.

D. Special Event- Santini Plaza Farmers Market

Special Event- Santini Plaza Farmers Market.

E. Special Event- Beach Baptist Farmer's Market

Special Event - Beach Baptist Farmer's Market

XI. FINAL PUBLIC COMMENT

XII. TOWN MANAGER'S ITEMS

XIII. TOWN ATTORNEY'S ITEMS

XIV. COUNCILMEMBERS ITEMS AND REPORTS

XV. ADJOURNMENT

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

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



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



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the Town Clerk's Office.

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, August 2, 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

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

Motion carried unanimously.

V. PUBLIC COMMENT

Dave Maiser, resident requested that the Town Council review and overrule a decision made by Steve Wick concerning a marine construction permit. He described the background of the issue.

Gordon Curren addressed the same issue and stated that they wanted to rebuild what was on the canal before demolition.

Joshua Maxwell, Chief Engineer with Turrell, Hall & Assoc. spoke on behalf of Harbour Pointe Condominiums docks. He reviewed the permitting process and stated that they received a permit through Stokes Marine to rebuild the piers, so Stokes demolished the existing piers. The revision for shorter finger piers was denied and caught them by surprise. He noted they would have left the finger piers alone if they knew they would be denied. He requested permission to build out to the existing pre-empted area.

Mike Kayusa, attorney for John Surfus. He noted that Mr. Surfus was interested in purchasing 286 Virginia from the Town. He questioned the next step. Mayor Murphy directed him to the Town Manager and Town Attorney.

Sharon Faircloth, the owner of Holiday Water Sports, requested that Ordinance 21-03 be amended. She explained how the language in Sec. 32-113 could put her business and others in peril. She requested that the language be changed to the language in Articles 1 and 2 in Chapter 14, which passed in 2002. She indicated that the new language required businesses to move their equipment off the sand at night. Ms. Faircloth discussed the lack of storage and parking for their equipment and the amount of time it would take to move their equipment every day. She requested that Council place the item on the August 16, 2021, agenda. Tony Wallis from Stokes Marine discussed the Harbour Pointe docks and described the reduced footprint of their current plan. He requested that the permit denial be reviewed.

John Gucciardo from TPI requested approval of a permit for a groundbreaking ceremony on August 13, 2021. He stated they would follow all CDC guidelines. He indicated the event would be streamed on their Facebook page.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Atterholt thanked the citizens who participated in the lighting study. He mentioned the situation in Cuba.

Council Member Hosafros announced that the Beach Ministerial Administration was holding a back-to-school bash on August 11, 2021. She noted those interested in donating should contact the local churches, except for the Church of Ascension, and details would be forthcoming.

Council Member Allers thanked everyone who spent time and energy with the lighting consultants.

Mayor Murphy presented Council Member Veatch with a letter of recognition for completing a course for newly elected municipal officials with FLC University.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS

- A. Cultural and Environmental Learning Center Advisory Board (CELCAB)
Chair Barbra Hill reported that CELCAB voted to recommend \$9,000.00 to fund new programs at Mound House and Newton Beach Park, and support a \$9,000.00 match from The Friends of the Mound House. She explained that they needed to fund new programs and events. Chair Hill also requested that Director Giesen be permitted to participate in the Leadership Lee program, which brought the total budget request to \$10,000.00.
- B. Public Safety Committee (PSC) Chair John Goggin read a report summarizing the results of the public safety survey. The top three issues were pedestrian safety, the homeless population and bike traffic. He provided details of sub-issues under the categories. He stated that the PSC recommended that the Council appropriate funding for community policing services in the 2021-22 budget. The majority felt that the number of officers to be contracted should be left up to the Council, but many felt that two officers would not be sufficient. He provided examples of how community policing would operate on the beach. He discussed crosswalks, bike lane markings, bike lights and audible devices, electric bikes and motorized vehicles on sidewalks and jaywalking. Chair Goggin requested the Council's consent to invite all organizations who assist the

homeless population to meet and explain their services. A meeting would allow each organization to coordinate its efforts to provide services more holistically and educate the public. Council Member Hosafros stated that the Beach Ministerial Association was already offering services to the homeless population. Chair Goggin suggested meeting with Council Member Hosafros to discuss the intent. Chair Goggin discussed the street lighting consultant's presentation at the recent joint PSC and MRTF (Marine Resources Task Force) meeting. The PSC determined there were insufficient data points to make an informed decision on which option was best. He discussed five options presented by the consultants and explained why they were problematic.

Chair Goggin concluded that overall the community felt safe. He noted that other issues raised were forwarded to the Town Manager.

Anchorage Advisory Committee (AAC) Chair Katherine Light supported renewing the contract with Matanzas Inn.

VIII. APPROVAL OF MINUTES

A. June 7, 2021 Town Council minutes

Change the following on Packet Page 14: Council Member Atterholt questioned suggested naming something to honor Dan Hughes.

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

Motion carried unanimously.

B. June 9, 2021 Management & Planning Session minutes

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

Motion carried unanimously.

IX. CONSENT AGENDA

Council Member Atterholt moved to approve the consent agenda; second by Council Member Hosafros.

Motion carried unanimously.

A. Children's Vision and Learning Month

Proclamation: Children's Vision and Learning Month

Council Member Atterholt moved to approve the Proclamation; second by Council Member Hosafros.

Motion carried unanimously.

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.

Council Member Atterholt moved to adopt Resolution 21-33; second by Council Member Hosafros.

Motion carried unanimously.

Town Clerk Baker stated that all the infrastructure was in and they were waiting on the equipment.

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.

Mayor Murphy read the title of the ordinance. Town Attorney Herin, Jr. stated that it was properly advertised.

Christopher Lopez, Director of External Affairs for TECO People's Gas, was available to answer questions. He noted the service went south down to Junkanoo, but they had plans to line the entire island in the future. He indicated it might be difficult to get a 10-year contract approved. He requested a minimum of 20 years or a 10-year contract with two 5-year auto-renewals. He could not provide details regarding capital costs, but he would get back to them concerning projected costs.

No public comment.

Town Manager Hernstadt supported the 10-year contract with 5-year renewals as long as they were subject to review and approval by Council.

Council Member Hosafros moved to adopt Ordinance 21-05, amending Section 4 to the renewal years as discussed with the 5-year renewals and changing Section 7 from 10 to 14 days; second by Council Member Allers. Motion carried unanimously.

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.

Council Member Hosafros moved to adopt Resolution 21-35; second by Council Member Veach.

Motion carried unanimously.

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.

Council Member Hosafros moved to authorize the Town Manager; second by Council Member Allers.

Motion carried unanimously.

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.

Council Member Allers moved to authorize; second by Council Member Hosafros.

Motion carried unanimously.

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.

Council Member Veach moved to authorize; second by Mayor Murphy.

Motion carried unanimously.

E. Roar Offshore Boat Races

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

Town Manager Hernstadt noted that the application was essentially the same as it was two years ago, except that the County was more restrictive regarding the use of their facilities. He added that the group requested that the open container law be waived again this year. Council Member Hosafros questioned the lack of port-a-johns on the beach. Cindy and Tim Hill, promoters for the event replied that they did not have permission from Lee County to use their property. Town Manager Hernstadt indicated that the Town would work with the promoters to find a suitable location(s).

Council Member Veach questioned their use of lights. The Roar

representative replied that the lights would be located at the pits.
Town Manager Hernstadt clarified that the event did not have all the required approvals yet.

Council Member Hosafros moved to approve the special event permit contingent upon all approvals being received and the parties working to place the same number of bathrooms that were on the Lee County property before in a similar location, to be coordinated with the Town Manager; second by Council Member Allers.

Motion carried unanimously.

F. Poker Walk

Special Event - Walk the Arches - Poker Walk to be held October 2, 2021 Jamie Kouba, Vice President of Restore Fort Myers Beach Arches Inc., reviewed the history of the arches and their organization. She noted that the group needed to raise approximately \$80,000.00.

Council Member Atterholt moved to approve the event; second by Council Member Veach.

Motion carried unanimously.

G. 3rd Annual Rock the Arches

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

Jamie Kouba, Vice President of Restore Fort Myers Beach Arches Inc., described the event.

Council Member Atterholt moved to approve the event; second by Council Member Hosafros.

Motion carried unanimously.

H. Rugby on the Beach

Special Event - Rugby on the Beach to be held August 7, 2021 Council Member Hosafros noted that field number two looked like it was behind private residences. She commented that in the past they disrupted property by the Red Coconut.

Council Member Hosafros moved to approve the event with the condition that they obtain approval from adjacent property owners; second by Council Member Atterholt.

Motion carried unanimously.

I. Groundbreaking Celebration

Special Event - TPI Groundbreaking Celebration is scheduled for August 13, 2021.

Jackie Liszak, Executive Director of the Fort Myers Beach Chamber of Commerce and Vice President of Fort Myers Beach Friends of the Arts, described the event as stated in the application. She noted attendees were limited due to construction, but the public was invited to attend on the beachside.

Council Member Hosafros moved to approve the permit; second by Council Atterholt.

Motion carried unanimously.

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).

Council Member Atterholt moved to authorize; second by Council Member Hosafros.

Motion carried unanimously.

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

Council Member Veach moved to authorize staff to take all steps necessary to complete the transfer; second by Council Member Hosafros.

Motion carried unanimously.

XII. FINAL PUBLIC COMMENT

No public comment.

XIII. TOWN MANAGER'S ITEMS

Town Manager Hernstadt did not see an issue with the revised permit for slips and docks at Harbour Pointe, but the code did not allow staff to approve the permit. He commented that the Council could direct him to approve the permit or require that they go through the public process for variances.

Council Member Allers moved to direct the Town Manager to process the application; second by Council Member Atterholt.

Motion passed unanimously.

Town Manager Hernstadt reported that FDOT (Florida Department of Transportation) would update them concerning the foot of the bridge design sometime this month.

A. Town Attorney evaluation

Town Manager Hernstadt noted that the Town Attorney's evaluation was due by the end of this fiscal year.

XIV. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. commented that he would be available to meet with Council Members in regards to his review.

He stated that bicycle bells and lights were required by Florida state law.

Town Attorney Herin, Jr. explained that without a homeowner's association, the Town would have to obtain approval from individual property owners to transfer ownership of their beach access. He stated that the Town was working with several current condominium and homeowner associations to take over ownership to obtain funds for beach renourishment projects.

Town Attorney Herin, Jr. described the process to discover who had control of certain beach accesses where ownership was not determined. Council Member Hosafros supported spending funds to continue to pursue that avenue. She suggested that they send a letter to the residents of Sandpiper Village to call a meeting regarding turning over their beach access to the town. Town Attorney Herin, Jr. agreed to send letters.

XV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Allers suggested using Bay Oaks and the Town's parking lot for metered parking on weekends and holidays. Council Members agreed to add it to an M&P. He reported that the County was still working on marking bike lanes. He noted that Town Lighting was meeting with Lee County this week for their input on lighting Estero Blvd. Council Member Allers suggested creating educational videos to post on the Town's website for visitors. Council Member Veach suggested creating a brochure for vacation rental companies. Council Member Allers questioned adding Ms. Faircloth's issue to an M&P. Council Members supported adding it to the August 5, 2021 agenda. Council Member Allers questioned who to contact regarding vegetation growing over the sidewalk on Estero Blvd. Town Manager Hernstadt stated that he would bring it up at their next meeting with the Estero project team. Council Member Allers encouraged people to support Colonel Kelly regarding the 10-year Okeechobee plan by contacting the Captains for CleanWater website. The deadline for comments is August 4, 2021.

Council Member Hosafros expressed disappointment that the massive house on Aberdeen was not on the agenda. When she contacted Director Green regarding that house, he informed her that a second house was planned and larger than the first. She questioned why they were not presented with anything. Town Manager Hernstadt commented that the LDC (Land Development Code) consultant would be at the next M&P. Council Member Hosafros distributed a draft ordinance from Sanibel regarding gas-powered blowers. She received support to add it to the next M&P agenda.

Council Member Atterholt stated that Times Square Merchants were interested in updating their lease agreements. A liaison for the merchants should make suggested changes to the current lease and submit to Town Manager Hernstadt for review with the attorney.

Council Member Veach questioned adding a condominium recertification process to a future M&P. Council Member Hosafros suggested sending it to the LDC review consultant. Town Manager Hernstadt commented they would add it to the next M&P. Council Member Veach questioned reverting to social distancing at Council meetings per the CDC guidelines. Council Members agreed with social distancing and a mask recommendation for meetings until CDC guidelines change. Council Member Veach received support to move forward with a workforce housing initiative.

Mayor Murphy discussed the meeting with local mayors and the Army Corp of Engineers to discuss the plan for Lake Okeechobee. He described touring the C43 facility and recommended the tour. He noted that articles regarding C43 and LOSOM (Lake Okeechobee System Operating Manual) appeared in the Sunday newspapers.

- A. Resolution 21-36 - Council Policies and Procedures Manual
Update Town Council Policies and Procedures Manual to reflect changes by Councilors
Town Attorney Herin, Jr. mentioned some changes. Council Members Veatch, Hosafros and Atterholt pointed out errors and suggested additional changes or clarifications. Town Attorney Herin, Jr. will make the changes.
- B. Town Manager evaluation - not discussed.
- C.

XVI. ADJOURNMENT

Council Member Allers moved to adjourn; second by Mayor Murphy. Motion carried unanimously.
The meeting was adjourned at 12:05 p.m.



Fort Myers Beach Management & Planning Session

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

Minutes

Thursday, August 5, 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. Lee County Update

An update of Lee County projects on Fort Myers Beach

Rob Phelan from LDOT (Lee County Department of Transportation) stated that Council Members received an update yesterday. He expected more paving later in the month. He noted that Lee County met with Town Lighting consultants and discussions were ongoing. He described the arterial lighting program and noted Estero Blvd. did not fall into that program; however, the County was committed to providing standard lighting at crosswalks.

Additional crosswalk devices were not included in the lighting criteria. He indicated that Estero Blvd. was classified as a local road, but he did not know the lighting standard.

B. Comprehensive Plan Update Status

Town Comprehensive Plan Update Status

Town Manager Hernstadt reviewed specific topics the Corradino Group would address.

Community Development Administrator Daphnie Saunders discussed the Surfside condominium collapse in Miami and reviewed the State Statute for recertifying buildings. She distributed a press release from Miami Dade county and noted that the legislature would likely take up the issue when they reconvene in September. Mayor Murphy felt it would be a good idea to start

an inventory of threshold buildings. Vice Mayor Hosafros suggested they contact their lobbyist before taking any action. Town Manager Hernstadt will contact Mr. Book. He discussed protection from liability issues by having the state run the process rather than the town. Town Attorney Herin, Jr. explained the 40-year recertification requirement in Miami Dade and Broward counties.

Mayor Murphy noted that individual condominiums could inspect their own buildings in the meantime. Town Manager Hernstadt commented that they would meet with the condominium associations to discuss their plans. Council Member Veach encouraged condominium dwellers to contact the Town Council regarding their thoughts and whether they felt safe.

Community Development Director Jason Green presented updates on the Comprehensive Plan (Comp Plan) and Land Development Code (LDC).

Eddie Ng from The Corradino Group utilized PowerPoint for his presentation. Slides included: Agenda and Plan Structure, Format. Mr. Ng requested approval to reorganize the plan. Council Member Hosafros agreed with a reorganization. Mr. Ng continued the presentation with: Major Conditions/Areas of Concern.

Council Member Atterholt identified water quality, COVID and traffic as three areas of concern. He brought up adding pedestrian overpass bridges, pedestrian railings to channel pedestrians to crosswalks and parking apps, among other suggestions. He stated they had to challenge the thinking that there was nothing they could do about traffic. Director Green brought up the level of service for different categories and noted there was nothing in the comp plan that set those levels moving forward. Mr. Ng discussed a framework for COVID and general public health policies.

Council Member Veach commented that they did not control some identified issues and questioned adding those items to the comp plan. Town Manager Hernstadt replied that they needed to look at opportunities. Mr. Ng discussed traffic issues in other coastal communities.

Vice Mayor Hosafros stated they needed to look at the structural parts of the LDC and Comp Plan before doing anything else. She indicated that organization, repetition and conflicts in both documents had to be the first priority.

Mr. Ng continued with Housing Affordability; Background and Challenges and Supply-Side vs. Demand-Side. Discussion regarding granny flats, efficiency units, short-term rentals and density ensued. The presentation continued with Main Street/Commercial Approach; Recent State Legislation; Property Rights Element; Peril of Flood/SLR/Vulnerability Assessment; Impact Fees and Elements. Mr. Ng offered to meet with individual Council Members for feedback.

Mayor Murphy recognized and thanked those who were originally involved with creating the state-of-the-art Comp Plan and he agreed that it needed to be updated to reflect changes over the years.

Director Green continued with slides listing Expressed Concerns and Front and Side Elevations of houses on multiple lots. Council Member Allers felt

people should have a chance to provide their input regarding the massing of properties. Council Member Atterholt welcomed further discussion. Vice Mayor Hosafros stated that they needed to address massing issues as soon as possible outside of the LDC and Comp Plan review. Council Members agreed to add the topic to the next agenda for further discussion.

C. Ordinance 15-01: Noise

Council discussion: amending Noise Ordinance with consideration to gas powered leaf blowers

Mayor Murphy noted that Council Member Allers left at 1:17 p.m.

Vice Mayor Hosafros stated she would like gas-powered leaf blowers banned and noted that some operators used ear protection while operating them.

Town Attorney Herin, Jr. indicated other jurisdictions had banned them. Town Manager Hernstadt noted that the town used both gas and electric blowers.

Council Member Atterholt suggested that town staff discuss the difference between gas and electric blowers. Town Manager Hernstadt remarked that they could conduct a demonstration. Vice Mayor Hosafros noted that Sanibel already did the research when they implemented their ordinance. Town Manager Hernstadt indicated that he would provide specifications for both models. Consensus was reached for Town Attorney Herin, Jr. to draft an ordinance.

Vice Mayor Hosafros brought up blowing leaves and other materials on Estero Blvd. Town Manager Hernstadt replied that they could add language to address the issue.

D. Metered Parking

Council discussion: adding night and weekend metered parking at Town Hall and Bay Oaks parking lots

Town Manager Hernstadt stated that 25 metered spaces could be available at Town Hall and 95 at Bay Oaks. He added that it would cost approximately

\$1,000.00 for Town Hall and \$2,000.00 for Bay Oaks, primarily for signage. He noted that it would be a temporary situation while Margaritaville construction was ongoing. Council Member Veach did not think people would find Bay Oaks to park there. Consensus was reached to move forward with parking at Town Hall on weekends and holidays.

E. Ordinance 21-03; Sea Turtle Conservation**Council discussion: Review of Sea Turtle Ordinance**

Environmental Services Project Manager Chadd Chustz utilized PowerPoint for his presentation. Slides included: TFMB New Sea Turtle Ordinance (No. 21-03) and Sec. 32-113; TFMB Existing LDC Chapter 14 - Environment and Natural Resources and Sec. 14-5 Beach furniture and equipment; Previous Sea Turtle Ordinance (No. 98-03-, 02-01) and Summary of TFMB Code and Ordinance. He noted that the code regarding PWC (Personal Watercraft Code) storage at night during sea turtle nesting was not consistent between the new sea turtle ordinance and the existing PWC Code. He displayed photos of turtle nests around jet skis and false crawls.

Council Member Allers questioned what generated the change. Project Manager Chustz replied that the state released a sea turtle model ordinance, which prompted the change.

Town Attorney Herin, Jr. explained why reverting to the previous Sea Turtle Ordinance would not violate the model state ordinance. He noted that enforcement and liability issues were at the federal level because sea turtles were protected under the Endangered Species Act. Town Manager Hernstadt stated that it was not a language problem; it was an enforcement problem. He added that the new language was clearer and the old language would not improve the situation.

Council Member Hosafros noted that more people were on the beach, which exacerbated the situation. She indicated that tourist season and turtle season overlapped now. She wondered whether they should have fewer chairs available to rent in the summer. Council Member Veach questioned whether the town would be liable if a sea turtle was harmed due to the lack of enforcement. Town Attorney Herin, Jr. replied affirmatively and read the law. Council Member Atterholt questioned why they could not go back to the original language. Project Manager Chustz replied that the new language was clearer. Council Member Allers stated that it was a violation under both versions and the question was whether to enforce the ordinance. Town Attorney Herin, Jr. agreed and noted that not enforcing the ordinance exposed the town to liability.

Vice Mayor Hosafros questioned whether Eve Haverfield from Turtle Time could continue to be a mediator to resolve situations. Town Attorney Herin, Jr. replied affirmatively and noted that Ms. Haverfield continued to be involved. Vice Mayor Hosafros questioned whether they could make that a formal policy. She received consensus. Council Member Atterholt questioned whether the trash cans on the beach were in violation of the ordinance. Town Manager Hernstadt replied that they probably were and would be addressed. Project Manager Chustz indicated that he was working with FWC (Fish & Wildlife Conservation) regarding the height of the trash cans from the sand.

Mayor Murphy questioned whether Sharon Faircloth's permit was in jeopardy. Town Manager Hernstadt replied negatively but added they had to follow the ordinance.

(Recess)

F. Proposed Draft FY21-22 General Fund Budget Discussion**Council comments on Proposed Draft FY2022 General Fund Budget and Add-on List**

Town Manager Hernstadt reviewed reserve recommendations and elements of the add-on list. He stated the total add-on list was \$2,496,900.00, which left an unencumbered balance of \$24,800.00. Council Member Veach requested security cameras that were live-streamed and accessible by the Sheriff. Vice Mayor Hosafros preferred to use funds from community policing for cameras. She supported linking the cameras to the Sheriff's Department and giving them control over public record issues. Town Attorney Herin, Jr. discussed the difference between a live feed and a recording. Vice Mayor Hosafros suggested they meet with the Sheriff's Department. Council Member Veach commented that he posed the camera question to them and they preferred that the town install the camera and the Sheriff's Department would access it. Town Manager Hernstadt noted he would research the issue.

Council Member Veach questioned setting a precedent by matching the cost of dredging Laguna Shores. Vice Mayor Hosafros indicated they previously subsidized dredging. Town Manager Hernstadt will investigate the history of matching funds for dredging projects.

IV. AGENDA MANAGEMENT

A. Agenda Management

Add FGCU agreement to a future agenda. Add traffic discussion to a future M&P.

V. ADJOURNMENT

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

The meeting was adjourned at 2:06 p.m.

1. Requested Motion:

Meeting Date: August 16, 2021

Authorize Temporary LeeTram Parking on FMB fire district property located at 2545 Estero Blvd (Topps) for up to seven months.

Why the action is necessary:

The current LeeTram storage area is proposed to be utilized during the TPI construction phases. The proposed FMB fire district property will allow LeeTram to store the trams overnight in a secure location.

What the action accomplishes:

Approval will allow LeeTram to keep their trams overnight on the property located at 2545 Estero Blvd.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

LDC Sec. 34-1352.(e), areas used for the commercial storage of motor vehicles, trailers, recreational vehicles, and construction equipment which is not being displayed for sale or rent shall be enclosed, unless storage, open is permitted through the approval of a suitable planned development zoning district.

4. Submitter of Information:

5. Background:

Due to TPI (Margaritaville) beginning construction, the area used by LeeTram for storing the trams overnight is being disrupted. An agreement between LeeTram and the FMB fire district would allow them to temporarily install a fence around the FMB fire district property located at 2545 Estero Blvd (Topps) and store the trams on the property from 10/01/2021 to 5/31/2022 24hrs a day.

Attachments:

1. LeeTram Temporary Use Permit Application with attachments
2. License Agreement Trams Parking

Financial Impact:

6. Alternative Action

Approve/Deny

7. Management Recommendations:

8. Recommended Approval:

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

Created/Initiated - 8/9/2021
Approved - 8/10/2021
Approved - 8/11/2021
Approved - 8/11/2021
Final Approval - 8/11/2021



TEMPORARY USE APPLICATION

Property Address: 2545 & 2555 Estero Blvd Fort Myers Beach, FL 33931

Property Owner's Name: Fort Myers Beach Fire Control Strap Number: 19-46-24-W3-00458.0000 & 0010

Applicant: Lee County BoCC/LeeTran Contact Person: Dawn Huff

Phone Number: 239-533-0233 Email: dhuff3@leegov.com

Description of Temporary Use (please be specific): LeeTran tram vehicle parking/storage area

Date(s) Requested: 10/1/2021 thru 5/31/2022 Hours 24 hours to 24 hours

Number of Tents: N/A Sq. Ft. Per Tent: N/A Tent Side Walls: Yes No

Temporary Lighting: Yes No Temporary Electric: Yes No Amps

ADDITIONAL INFORMATION / SUBMITTAL REQUIREMENTS

- A. Application fee per fee schedule.
- B. Notarized letter from property owner giving permission for use of property (not required for construction Office/Shed).
- C. Two site plans indicating available parking, loading space, existing structures and location of equipment, restroom facilities, etc.
- D. Evidence that adequate sanitary facilities meeting the requirements of Lee County Health Department are provided (Port-o-let contract or letter from neighboring business stating that restroom facilities are for their use and that hours of operation are compatible).
- E. Evidence that sounds emanating from the temporary use shall not adversely affect any surrounding property, per Noise Control Ordinance No. 15-01.
- F. Evidence of public liability insurance and property damage insurance.
- G. Where applicable, evidence that the applicant for a proposed use has complied with Town ordinances pertaining to Special Events LDC Section 22, Ordinance No.12-04.
- H. Evidence that the appropriate law enforcement and fire agencies that will be coordinating traffic control or emergency services have been advised of the plans for the temporary use and are satisfied with all aspects under their jurisdiction.
- I. If tent is 2,500 sq. ft. and over, plans will need to be reviewed by Plan Review (\$50 review fee).
- J. Two copies of the flame retardant certificates are required for each tent (if applicable).
- K. Temporary use applications for events between May 1st and October 31st will need to be reviewed by Environmental Sciences for compliance with LDC Section 14-11. (\$25 review fee).
- L. Temporary electric and lighting requires separate electrical trade permit application and inspection. (\$104 fee)

The undersigned applicant agrees to comply with the Town of Fort Myers Beach Land Development Code and any other applicable codes and certifies that to the best of his/her knowledge, the information submitted for the temporary permit is true and correct.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

This page is required for ALL Building Permit Applications
ACKNOWLEDGEMENT OF TOWN OF FORT MYERS BEACH REGULATIONS BY THE QUALIFIER



NOTICE OF COMMENCEMENT INFORMATION

Per Florida Statutes 713.135 a Notice of Commencement (NOC) is required for construction of improvements totaling more than \$2,500, with certain exceptions. For A/C Repairs or Replacements a notice of commencement is required for improvements more than or equal to \$7,500. The applicant shall file with the issuing authority prior to the first inspection either a certified copy of the recorded NOC or a notarized statement that the NOC has been filed for recording, along with a copy thereof. In order to comply with the state requirement, permits will be placed in inspection hold until proof of the NOC is filed with the building permitting and inspection department. The issuing authority shall not perform or approve subsequent inspections until the applicant files by mail, facsimile, hand delivery, email or any other means such as certified copy with the issuing authority

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.



This page is required for ALL Building Permit Applications

ACKNOWLEDGEMENT OF TOWN OF FORT MYERS BEACH REGULATIONS BY OWNER OR AGENT OF OWNER

NOTICE OF ADDITIONAL RESTRICTIONS: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that maybe found in the public records of this County, and there may be additional permits required from other governmental entities such as the Water Management District, State agencies, or Federal agencies.

WARNING OF WORK IN THE COUNTY RIGHT-OF-WAYS: This permit does not authorize construction or installation of any structure or utility, above or below ground, within any right of way or easement reserved for access, drainage or utility purposes. This restriction specifically prohibits fencing, sprinkler systems, landscaping other than sod, signs, water, sewer, cable and drainage work therein. If such improvements are necessary, a separate permit for that purpose must be obtained from the Building Department.

NOTICE OF CLEARING RESTRICTIONS: Issuance of a Demolition Permit for a structure does not authorize removal of vegetation beyond the footprint of the structure. A Demo Permit is not a clearing permit.

INSPECTIONS This permit is void if the first inspection is not made within six (6) months from the date issued or if no inspection has been made for a period of six (6) months from the most recently passed inspection. The permit is void if the zoning classification is violated. Applicant agrees to comply with the sanitary regulations and understands that the proposed structure may not be used or occupied until an approved certificate of occupancy is issued.

Applicant further understands that failure to obtain permit or misrepresentation of the improvements is a misdemeanor and upon conviction, applicant can be punished as provided by the law. Failure to comply with the mechanics lien law can result in the property owner paying twice for improvements

WORK IN THE SPECIAL FLOOD HAZARD AREA: Be advised that Substantial Damage/Substantial Improvement requirements will apply to structures located in the Special Flood Hazard Area with Finished Floor Elevations below the Base Flood Elevation.

CERTIFICATION: Application is hereby made to obtain a permit to do the work and installations as indicated. I, THE OWNER OR AGENT OF OWNER, certify that I have not performed any work or installation prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. The permit or application fee may have additional fees imposed for failing to obtain permits prior to commencement of construction. The permit application or approved permit expires if work is not commenced within 180 days from the date of issuance. I, THE OWNER OR AGENT OF OWNER understand that the structure cannot be used or occupied until a certificate of occupancy is issued. By signing this permit application, I, THE OWNER OR AGENT OF OWNER, agree that I have been retained by the property owner to provide contracting services for the trade for which I am listed. Furthermore, it is my responsibility to notify the Building Plan Review and Inspection Division should I no longer be THE OWNER OR AGENT OF OWNER responsible for providing said contracting services. I, THE OWNER OR AGENT OF OWNER, agree that I understand the review and issuing of this permit does not exempt me from complying with all State and local County Codes and Ordinances.

Job Street Address: 2545 & 2555 Estero Blvd Fort Myers Beach, FL 33931

I, Ronald Martin (Property Owner), hereby certify that
_____ is my authorized agent/representative of the property described
herein. All answers to the questions in this registration and any supplementary information attached
to and made part of this registration is honest and true.

[Signature]
Signature of Property Owner

Ronald Martin
Typed or printed name of Property Owner

STATE OF FL COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of ☒ physical presence
OR ☐ online notarization, this 5 day of August, 2021, by Ronald Martin who is
personally known to me OR _____ who has produced _____ as identification.

Colleen Ann Brooks
Notary Public Signature



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

May 21, 2020



NOTICE OF COMMENCEMENT INFORMATION

Per Florida Statutes 713.135 a Notice of Commencement (NOC) is required for construction of improvements totaling more than \$2,500, with certain exceptions. For A/C Repairs or Replacements a notice of commencement is required for improvements more than or equal to \$7,500. The applicant shall file with the issuing authority prior to the first inspection either a certified copy of the recorded NOC or a notarized statement that the NOC has been filed for recording, along with a copy thereof. In order to comply with the state requirement, permits will be placed in inspection hold until proof of the NOC is filed with the building permitting and inspection department. The issuing authority shall not perform or approve subsequent inspections until the applicant files by mail, facsimile, hand delivery, email or any other means such as certified copy with the issuing authority.

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FORT MYERS BEACH FIRE DEPARTMENT

OFFICE OF THE FIRE CHIEF

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

BOARD OF FIRE COMMISSIONERS

LARRY WOOD
CHAIR

RONALD P. FLEMING
VICE-CHAIR

JOHN BENNETT
SECRETARY/TREASURER

JACKI LISZAK
FIRE COMMISSIONER

JIM KNICKLE
FIRE COMMISSIONER

FIRE CHIEF
MATTHEW R. LOVE

August 2, 2021

To whom it may concern:

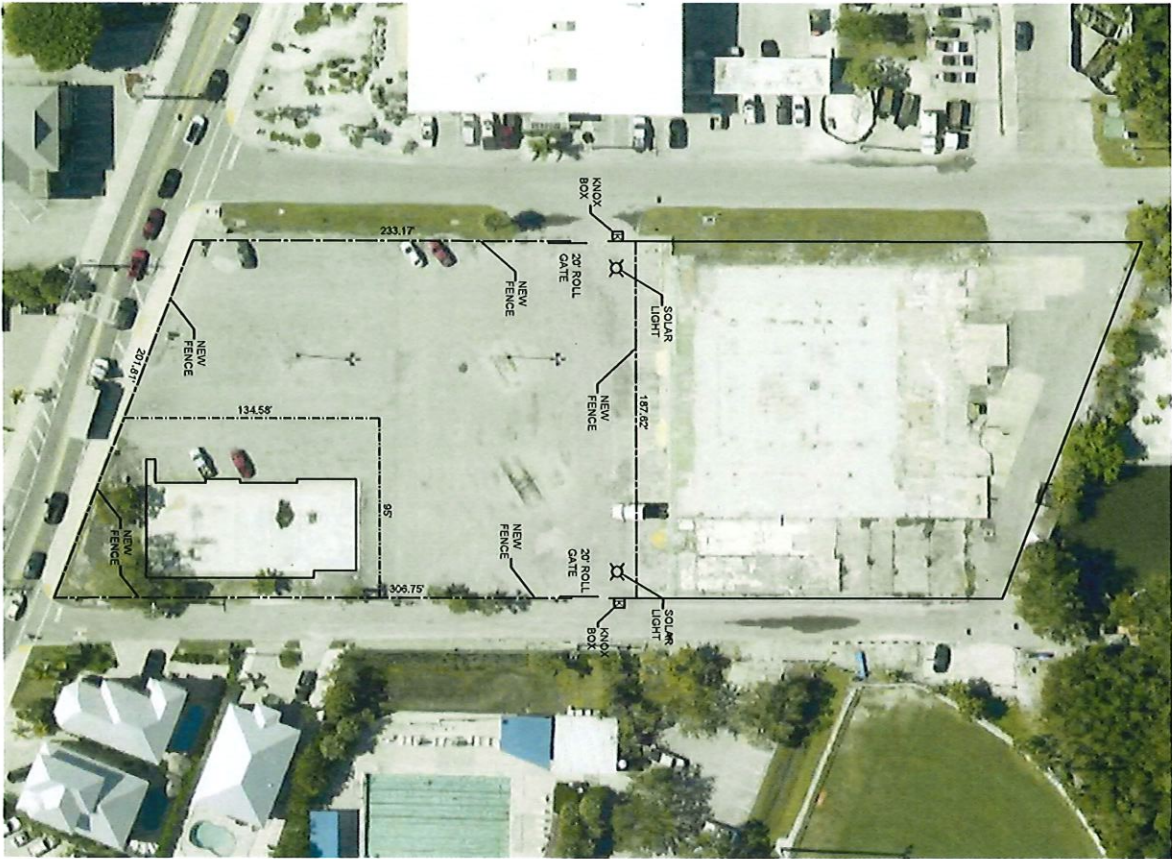
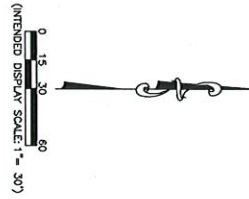
The Fort Myers Beach Fire Control District and Lee County are currently working towards an agreement for Lee Tran services to temporarily utilize property owned by the Fire District. The use of a portion of the property located at 2545 and 2555 Estero Boulevard is being discussed to assist the County with the 2021/2022 seasonal operation of the Lee Tran Trolleys.

This service exclusively serves the Fort Myers Beach Community and partnerships, such as these, provide a synergistic benefit for our citizens and visitors. We appreciate the opportunity to support Lee County in this endeavor and look forward to a cohesive agreement.

Respectfully,

Ron Martin
Executive Assistant Fire Chief





FORMER TOPPS SITE PLAN
SCALE: 1"=30'

8 BLACK VINYL COATED CHAINLINK FENCE
APPROX. 1000 LF +/-
FENCE PERMIT AND LIGHTING PERMIT WILL
BE SUBMITTED SIMULTANEOUSLY
SOLAR LIGHT WILL COMPLY WITH ALL CITY
OF FORT MYERS BEACH RULES AND
REGULATIONS

S:\VACUITE CONSTRUCTION MANAGEMENT\PROJECTS\LEE COUNTY FCAM DESIGN GROUP\LEE COUNTY - 2021 PROJECTS\FORT MYERS BEACH TEMP TRANS\01 DWG DOCS-PLANS\temp brma.dwg - Aug 04, 2021 - 3:30pm

SHEET NUMBER C1	SHEET TITLE	DATE Aug 20, 2021 DRAWN BY JAN REVISIONS	LEE COUNTY BoCC FACILITIES CONSTRUCTION & MANAGEMENT 1500 MONROE STREET, FT. MYERS, FL 33901 239-533-8505	PROPOSED FENCE PERIMETER FORMER TOPPS SITE PLAN 2545 ESTERO BLVD. FORT MYERS BEACH, FLORIDA 33931	 STRAP NUMBER: 19-45-24-W3-00458 0000 19-45-24-W3-00458 0010
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Phone – (239) 533-0835
Fax – (888) 242-3233
Email – risk@leegov.com

BOARD OF COUNTY COMMISSIONERS

Kevin Ruane
District One

June 18, 2021

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
Chief Hearing Examiner

Fort Myers Beach Fire Department
100 Voorhis Street
Fort Myers Beach, Florida 33931

Regarding: Self-Insurance/Sovereign Immunity as per Florida State Statute

To Whom It May Concern:

This letter will certify that Lee County Government, a political subdivision of the State of Florida, is a self-insured governmental entity for its liability in accordance with Florida Statute 768.28, Waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs. Our workers' compensation program operates in compliance with and under the auspices of Chapter 440, Florida Statutes.

§768.28(5): "Neither the state nor its agencies or subdivisions shall be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000."

§768.28(16)(a): "The state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to this section."

§768.28(19): "Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. Such a contract must not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence."

Fort Myers Beach Fire Department
Self-Insurance/Sovereign Immunity as per Florida State Statute
June 18, 2021
Page 2

Please be advised that Lee County Government will only respond to those claims that we are legally obligated to as a result of the negligence of County employees only. Lee County Government does not assume liability for negligence caused by others.

Should you have any questions or would like to discuss matter further, please contact me at the number provided above.

Respectfully,



Mike Figueroa, Risk Program Manager
Office of Risk Management

PERMISSIVE USE LICENSE AGREEMENT

THIS LICENSE made and entered into this 10th day of August, 2021, by and between **Fort Myers Beach Fire Control District**, an independent special district of Florida, whose mailing address is 100 Voorhis St., Fort Myers Beach, Florida 33931, hereinafter called "**LICENSOR**", and **Lee County**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902-0398, hereinafter called "**COUNTY**", and

WHEREAS, **LICENSOR** is the owner of certain property in the Town of Fort Myers Beach, Lee County, Florida, located at 2545 and 2555 Estero Boulevard, Fort Myers Beach, Florida and being further identified as Strap #19-46-24-W3-00458.0000 and #19-46-24-W3-00458.0010 (collectively the "Parcel"); and

WHEREAS, **COUNTY** is desirous of obtaining permission to use, as hereinafter provided, a portion of said Parcel of the **LICENSOR**.

NOW, THEREFORE, in consideration of the covenants to be kept and performed by each of the parties hereto, and the sum of One Dollar (\$1.00) cash in hand paid by the **COUNTY** to the **LICENSOR**, receipt of which is hereby acknowledged, and further consideration as herein provided, it is agreed as follows:

- (1) USE – **LICENSOR**, subject to the conditions herein expressed, does hereby grant unto the **COUNTY**, the privilege and license to use the area indicated in Exhibit "A" of the above-described Parcel ("Site Area") for overnight parking of vehicles.

In the event of an emergency which necessitates **LICENSOR** being able to use a portion the Site Area, **LICENSOR** and **COUNTY** mutually agree to coordinate the shared use of the Site Area. Based on the circumstances of the emergency event, **LICENSOR** will provide as much notice as possible to the **COUNTY** before accessing the Site Area. **COUNTY** acknowledges prior notice before accessing the Site Area may not be possible and **LICENSOR** shall notify **COUNTY** of access and use of the Site Area as soon as practicable. Unless otherwise agreed upon by the parties hereto, **COUNTY** is not obligated to move any of its vehicles in order to facilitate **LICENSOR**'s shared use of the Site Area during an emergency event. **LICENSOR** acknowledges that it may only be able to use portions of the Site Area that are not in use by **COUNTY**.

- (2) TERM – This License will commence on October 15, 2021 and terminate on or before May 1, 2022.
- (3) SITE AREA WORK – **COUNTY** will be responsible for fencing all sides of the Site Area and will make sure that all lighting is in working order and in compliance with, and approved by, the appropriate regulatory agencies through the term of this

License. COUNTY will be responsible to restore said Site Area to as good or better condition than that which existed prior to its use.

- (4) CONSIDERATION – COUNTY will pay as consideration for this License One (\$1.00) Dollar, net of any applicable tax, payable on or before the date of commencement of this agreement, for said license and privilege.
- (5) RESTRICTION – The license and privilege granted COUNTY under this License will be exercised only on the subject property of LICENSOR and upon no other property.
- (6) TERMINATION OF LICENSE – Either Party may, with or without cause, upon written notice, terminate this Agreement. Notice of termination must be given with no less than ninety (90) days' prior written notice.
- (7) INDEMNIFICATION – COUNTY agrees to indemnify and hold harmless LICENSOR, to the extent allowed under Section 768.28 of the Florida Statutes, as may be amended from time to time, from all claims, loss, damage and expense, arising from the negligent acts or omissions of COUNTY, its officers, employees and agents related to its performance under this agreement. This provision does not constitute a waiver of the COUNTY's sovereign immunity under Section 768.28 of the Florida Statutes, as may be amended from time to time, or extend the County's liability beyond the limits established in Section 768.28 of the Florida Statutes, as may be amended from time to time. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses, including attorney fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.
- (8) LIENS – COUNTY will not incur any indebtedness giving right to a lien of any kind upon the LICENSOR's interest in and to lands described herein. LICENSOR's interest will not be subject to liens for improvements made by the COUNTY on the lands described herein. In the event any liens are filed, due to improvements made by the COUNTY, the COUNTY will immediately discharge said lien by such manner as permitted by law.
- (9) ENJOYMENT – Nothing herein contained will be construed as limiting the LICENSOR from having the full use and enjoyment of its lands, save only as to the rights granted to the COUNTY by the terms of this License, and nothing herein contained will be construed or interpreted as granting anything to COUNTY other than use of the property provided herein.
- (10) BREACH – In the event of any breach or non-performance of any of the covenants, agreements, terms or conditions to be performed by COUNTY, and said breach or non-performance continues for one day, LICENSOR has the right to declare this License terminated and to re-enter the property and remove COUNTY and its

respective property therefrom, and COUNTY agrees to peacefully vacate said property and pay all costs, including reasonable attorneys' fees, that may be incurred by LICENSOR in enforcing the covenants, agreements, terms and conditions of this License.

- (11) RIGHTS AND PROPERTY INTEREST - No rights or property interests are granted to or created in the COUNTY by this License except as otherwise provided herein. The granting of this License is only as an accommodation to the COUNTY.
- (12) ENTIRE AGREEMENT – It is understood and agreed that this License sets forth all the covenants, agreements, terms and conditions between the parties and that there are no other oral or written agreements between them.
- (13) AMENDMENT – It is further understood that no subsequent amendments, alterations or additions to this License will be binding upon the parties hereto unless reduced to writing and executed by said parties.
- (14) GOVERNING LAW – LICENSOR and COUNTY agree that this License will be governed by and construed under the laws of the State of Florida.
- (15) ASSIGNMENT – COUNTY will not transfer or assign its interest or rights provided in this License, nor attempt to grant any sub-license to any persons whom so-ever without the written consent of the LICENSOR. The consent of the LICENSOR will be at the LICENSOR's sole discretion.
- (16) NOTICE – All notices or request between the parties will be in writing and will be deemed to have been duly given or served by either personally delivered (deemed given same day), delivered via private local courier services (deemed given same day), sent via fed ex or other nationally recognized overnight delivery service (deemed given on the next business day after deposit with the service), or deposited in the United States Mail, Certified Mail, return receipt requested, postage prepaid (deemed given on the fourth business day after deposit in the mail) addressed as follows:

TO THE COUNTY:

LEE COUNTY DEPARTMENT OF COUNTY LANDS

Attn: Director Robert Clemens

PO Box 398

Fort Myers, FL 33902-0398

OR

1500 Monroe Street, 4th Floor

Fort Myers, FL 33901

239-533-8747

clemenrg@leegov.com

TO THE LICENSOR:

FORT MYERS BEACH FIRE CONTROL DISTRICT
Attn: Executive Assistant Fire Chief Ron Martin
100 Voorhis St.
Fort Myers Beach, FL 33931
239-590-4200
rmartin@fmbfire.org

- (17) BINDING EFFECT – This License and all of its terms and conditions will extend to and be binding upon the parties hereto and upon their respective successors and assigns.
- (18) SEVERABILITY – The invalidation of any provision or clause in whole or in part by judgment or court order will in no way affect any of the other provisions or clauses, which will remain in full force and effect.
- (19) CONDITION – It is understood between the parties hereto that the property has been inspected by the COUNTY and that the property is being accepted in an “As Is” condition. COUNTY acknowledges the lands being considered in this License, as described in Section (1), are a portion of the land owned by the LICENSOR.
- (20) ENVIRONMENTAL – COUNTY will not, and will ensure that others do not install, use, generate, store, locate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit, or dispose of Hazardous Substances in, upon, under, over or onto the Property.

If the LICENSOR has reason to believe a Hazardous Substance has been discharged, spilt, or released on the Property by COUNTY or its contractors or consultants, then the LICENSOR has the right, but not the obligation, to require COUNTY, at COUNTY's sole cost and expense, to perform an environmental audit by an environmental consultant satisfactory to the LICENSOR. Such an investigation will be commenced within ten (10) days after the LICENSOR's request, and thereafter be diligently prosecuted to completion. COUNTY will provide the LICENSOR with an electronic copy of the environmental audit immediately after it is completed.

- (21) RELATIONSHIP – Nothing contained in this License will be deemed to constitute or be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of COUNTY / LICENSOR.
- (22) PREVAILING PARTY – The prevailing party in any litigation brought to enforce rights hereunder will be entitled to reimbursement of all reasonable costs and

expenses, including, but not limited to, court costs, fees, and attorneys' fees at all judicial levels.

- (23) MISCELLANEOUS – The COUNTY will be responsible for the payment for any trash removal that may be required. The COUNTY is responsible for obtaining any required local, state and/or federal permits for activities to be conducted on the LICENSOR's property.

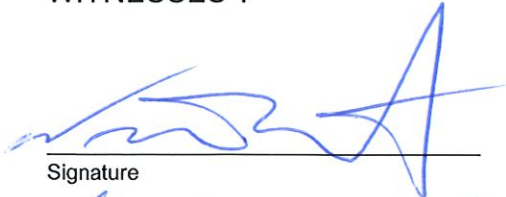
The remainder of this page has been intentionally left blank

IN WITNESS WHEREOF, the **LICENSOR** and **COUNTY** have executed this License as of the date and year first above written.

LICENSOR:

WITNESSES :

Fort Myers Beach Fire Control District,
a special district of Florida


Signature
Vincent D. Cristafalo
Print Name

BY: Matthew R. Love

By: MATTHEW R. LOVE
Its: FIRE CHIEF


Signature
JANE M. THOMPSON
Print Name

Date: 8/10/2021

Approved and accepted for and on behalf of Lee County, Florida, intending to be bound as of the date first written above.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

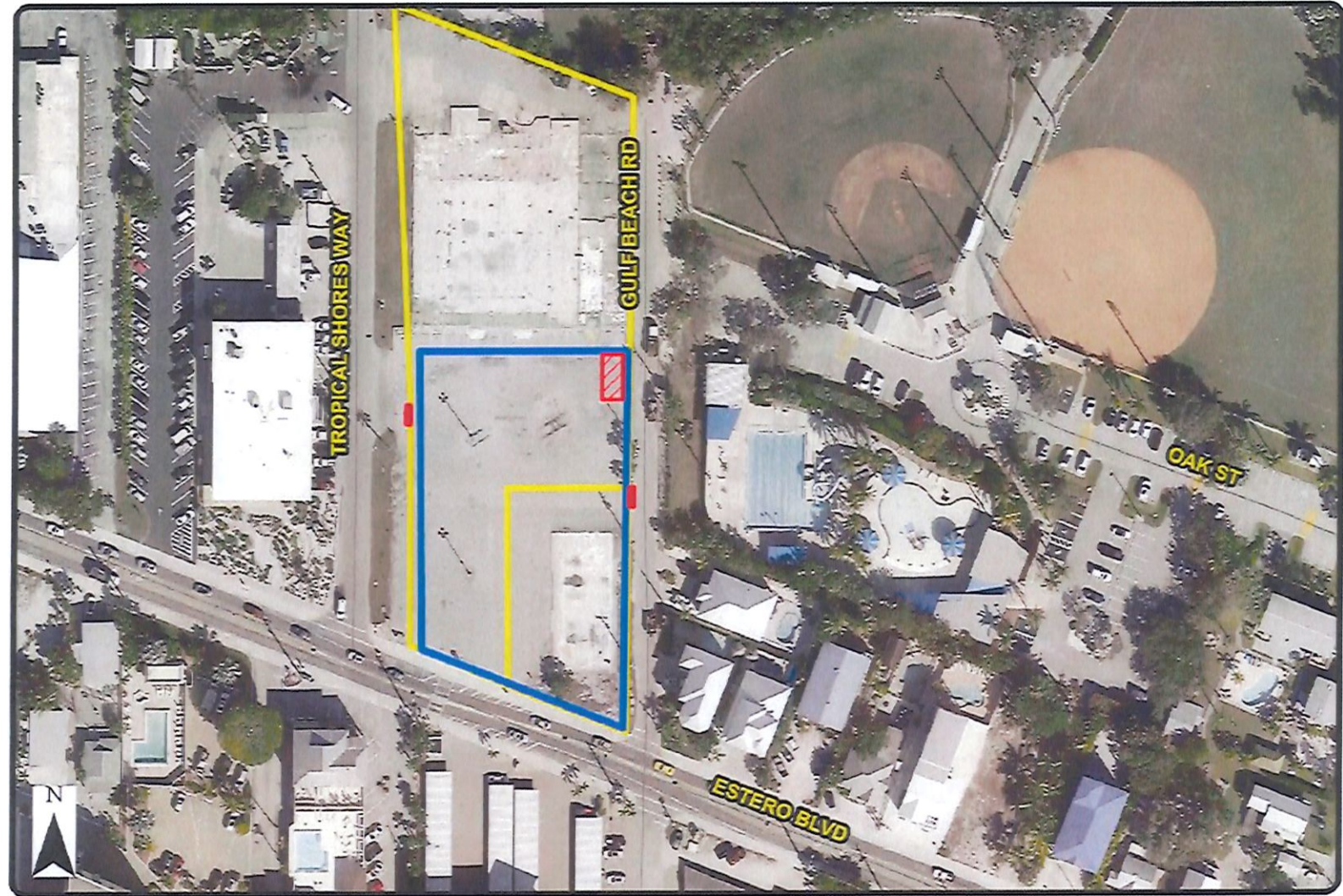
BY: _____
Deputy Clerk

BY: _____
Kevin Ruane, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

EXHIBIT A



		LEE TRAM PARKING LICENSE AGREEMENT EXHIBIT "A"	
PROPOSED FENCE & LEE TRAN USE PROPOSED ACCESS AREAS Fort Myers Beach Fire Control Owned Property	PROPOSED CONSTRUCTION TRAILER	DATE Sept. 2021	PROJECT SCALE NTS SHEET 1 of 1

1. Requested Motion:

Meeting Date: August 16, 2021

Recommend Approval/Denial of Variance 20210033 101 Gulf Drive Pool and Fence Location and Street Setback

Why the action is necessary:

Variances require approval or denial from the Town Council. The applicant wishes to place a pool and fence in a location not permitted by the LDC and requires approval of the variance in order to do so.

What the action accomplishes:

Permits the property owner to place the pool and fence in an alternate location from what is required by the LDC.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Variances are required to be heard by the Town Council after consideration by the LPA.

4. Submitter of Information:

5. Background:

Richard and Rebecca Dobbs, the applicants for 101 Gulf Drive, are requesting multiple variances from the Town's Land Development Code. First, Sec. 34-1174(b) restricts the placement of accessory structures from being placed closer to the street R-O-W than the principal structure. The applicant has stated the variance is needed due to the subject property having two street frontages, Gulf Drive and Estero Blvd. Second, Table 34-3 establishes a minimum street setback in the RC zoning district of 25 feet. The applicant is requesting two reduced street setbacks. The first, is a reduction of the 25 feet street setback by 18.5 feet along Estero Blvd, resulting in a 6.5 feet street setback. The second, is a reduction of the 25 feet street setback by 17.5 feet along Gulf Drive, resulting in a 7.5 feet street setback. Both requests for reduction of the 25 feet street setbacks along the corner lot frontage is to allow for the placement of an underground pool. Lastly, Sec. 34-1744(b)(1) establishes a maximum fence height of 48 inches in a front yard. The request is to allow for a fence height of 60 inches (5ft).

Attachments:

1. Resolution 21-39
2. VAR20210033 - 101 Gulf Dr - Staff Report_final
3. FMB Public Hearing ApplicationDobbs_REVISED
4. Final Variance Supplement REVISED
5. 101 Gulf Dr - VAR - Notice To Neighbors LPA and TC_Final

Financial Impact:

6. Alternative Action

7. Management Recommendations:

Approval with conditions

8. **Recommended Approval:**

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

Created/Initiated - 8/10/2021
Approved - 8/11/2021
Approved - 8/11/2021
Approved - 8/11/2021
Final Approval - 8/11/2021

RESOLUTION NUMBER 21-39

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/DENYING VARIANCE 20210033 TO ALLOW THE CONSTRUCTION OF AN ACCESSORY STRUCTURES - A POOL - IN FRONT OF THE PRINCIPAL STRUCTURE AND ALLOW A 5 FEET HIGH FENCE IN FRONT YARD FOR THE PROPERTY LOCATED AT 101 GULF DRIVE; 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, applicants Richard & Rebecca Dobbs, are requesting a variance from Sec. 34-1174(b) of the Town of Fort Myers Beach Land Development Code which does not allow accessory structures to be located closer to the street right-of-way than the principal building; Table 34-3 which does not allow any structures within the street setbacks, and 34-1744(b)(1) to allow a 5 feet high fence in the front yard of the corner lot; and

WHEREAS, the STRAP number for the subject property is 33-46-24-W3-004G.008A

WHEREAS, the Property is located in the “Mixed Residential” category of the Future Land Use Map of the Comprehensive Plan and the “Residential Conservation” zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on August 10, 2021, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-87 of the LDC. The LPA voted 5-0 to recommend approval with conditions.

WHEREAS, on August 16, 2021 the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by Section 34-87 of the LDC; and

WHEREAS, the Town Council determined it is in the best interest of the Town to approve/deny the request.

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

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

Section 2. The Town Council determines the Applicant did meet its burden of proof that the requested Variance do meet the requirements of the Town Comprehensive Plan and LDC, and approving the Variance is in the best interest of the Town to approve. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties and public, the Town Council APPROVES/DENIES the Variance from Section 34-1174(b) of the LDC to allow the construction of a pool in front of the principal structure; from Table 34-3 to allow the pool within the street setbacks, and 34-1744(b)(1) to allow a 5 feet high fence in the front yard of the corner lot.

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

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

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

- A. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
- B. A minimum three feet wide and four feet tall hedge shall be maintained between Estero Boulevard and any constructed pool.
- C. A fence with a maximum height of five feet from existing grade shall be permitted along the frontage of Estero Boulevard and Gulf Drive. The fence location shall be

consistent with visibility triangle requirements regardless of the approved variance measurements. The fence shall be maintained throughout the life of the pool.

D. The pool shall be constructed as an in-ground pool at existing grades. The approved location and variance to setbacks does not apply to any elevated pool or structures.

C. The variances shall only apply to the pool and fence as shown on the provided site plan. Alterations or substantial damage to either structure shall render their respective variance to be null and void.

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

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

ADOPTED this 1st day of September, 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

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.



Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: Variance

CASE NUMBER: VAR20210033

CASE NAME: 101 Gulf Drive, to allow an accessory structure - pool- in front of principle structure within street setbacks and allow 5 ft high fence in front yard.

LPA

HEARING DATE: August 10, 2021 at 9:00 AM

TOWN COUNCIL

HEARING DATE: August 16, 2021 at 9:00 AM

STAFF

RECOMMENDATION: Approve with conditions

**PREPARED/
SUBMITTED BY:** Carl Benge/ Jason Green AICP

I. APPLICATION SUMMARY

Applicant/Owner: Richard & Rebecca Dobbs

Request: The applicant is seeking variances from Sec. 34-1174(b)/Table 34-3 to allow a pool forward of the primary structure within both street setbacks, and 34-1744(b)(1) to allow a 5 ft high fence in the front yard of the corner lot.

Subject property: See attached site plan

Physical Address: 101 Gulf Drive

STRAP #: 33-46-24-W3-004G.008A

FLU: Mixed Residential

Zoning: Residential Conservation (RC)

Adjacent zoning and land uses:

North:	RESIDENTIAL SINGLE FAMILY (RS) Gulf, Single-family residence
South:	RESIDENTIAL SINGLE FAMILY (RS) Gulf, Single-family residence
East:	RESIDENTIAL SINGLE FAMILY (RS) Single-family residence
West:	Waterbody Gulf

II. BACKGROUND AND ANALYSIS

Background:

Richard and Rebecca Dobbs, the applicants for 101 Gulf Drive, are requesting multiple variances from the Town's Land Development Code. First, Sec. 34-1174(b) restricts the placement of accessory structures from being placed closer to the street R-O-W than the principal structure. The applicant has stated the variance is needed due to the subject property having two street frontages, Gulf Drive and Estero Blvd. Second, Table 34-3 establishes a minimum street setback in the RC zoning district of 25 feet. The applicant is requesting two reduced street setbacks. The first, is a reduction of the 25 feet street setback by 18.5 feet along Estero Blvd, resulting in a 6.5 feet street setback. The second, is a reduction of the 25 feet street setback by 17.5 feet along Gulf Drive, resulting in a 7.5 feet street setback. Both requests for reduction of the 25 feet street setbacks along the corner lot frontage is to allow for the placement of an underground pool. Lastly, Sec. 34-1744(b)(1) establishes a maximum fence height of 48 inches in a front yard. The request is to allow for a fence height of 60 inches (5ft).

The house was built in 1973 with remodel/repair work done in 2007. The applicants bought the property in November 2020 and wish to make renovations and upgrades to the home.

Analysis:

The existing house is positioned in the corner of the lot opposite the Estero Blvd and Gulf Drive intersection, leaving the area between the home and Estero Blvd as the best location for an inground pool. The proposed pool will be approximately 400 square feet. While the proposed pool location requires variance for the setback from the Estero Blvd. ROW, the edge of the travel lane is greater at this location due to the curve in Estero Blvd. The pool area will be surrounded by an existing, mature hedgerow and will not be covered. The proposed pool location will be well-screened by existing vegetation and the proposed 5 feet high privacy fence along the frontage of the property to hide the proposed pool. The additional fence height will not impact the surrounding area as it will not face any of the adjacent properties and will be

largely obscured from view from the roadway by the existing hedgerow. The applicant would like to maintain the same height and placement along Gulf Drive to maintain consistency in appearance and privacy. This property is typical of corner lots found on the island. The proposed improvements would be allowed if the property was not a corner lot.

Neighborhood Compatibility:

In review of aerial photography of the neighborhood, staff found some examples of properties with similar layouts as found at 101 Gulf Drive. Staff also found a similar example across the street from the applicant's property of a pool located between the principal structure and Estero Blvd. that has a fence along Estero Blvd., as well.

Findings and Conclusions:

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

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

There are extraordinary conditions that are inherent to the property located at 101 Gulf Drive. The property has an irregular shape and is uniquely located at the convergence of 3 streets. The resulting conditions are two front yards where due to placement of the existing residence has resulted in the only option for location of the pool to be the front yard along Estero Blvd. The reduced setbacks are necessary to accommodate the proposed pool. The additional fence height and placement ensures privacy, security, and maximum enjoyment of the property.

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

These conditions are not the result of owner actions. The house was built in 1973, prior to the Town adopted regulation prohibiting accessory structures forward of the primary structure.

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

The variance requests are the minimum necessary for construction of a pool on the subject property. The proposed pool is not unusual in size or shape, and its placement will allow for adequate screening and buffering. The additional fence height will ensure privacy and enjoyment of the pool area.

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

The requested variance will not be injurious to the surrounding area or public welfare. The proposed pool will be well-screened by existing, mature vegetation and will be enclosed with a privacy fence. There is no pool enclosure proposed, eliminating the danger of flying debris during intense storms. The additional fence height will not adversely impact the surrounding area. Most of the fence will be hidden by the existing hedgerow. Placement of the fence will meet the 3 feet setback for any paved edge or sidewalk of both streets. Additionally, the fence will be required to meet all visibility triangle requirements regardless of any variance approved.

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

The variance is specific to the property. The property is unique in its location that has resulted in extensive street frontage on two sides, and the location of the existing residence leaves no other option for pool placement. The additional fence height and placement will allow the residents full enjoyment of this amenity.

III. RECOMMENDATION

Staff finds that the variance for the placement of the pool and fence height and location are needed for the proposed project. The principal structure was built before the Town adopted setbacks for accessory structures. The proposed fence will be partially hidden by hedges to reduce the visual impact.

Therefore, staff recommends **APPROVAL WITH CONDITIONS** of VAR20210033, for the pool to be forward of the primary structure and the fence location and height. As shown on site plan.

IV. CONDITIONS OF APPROVAL

1. *Approval of this variance does not give the developer an undeniable right to permit approval. Development or redevelopment of the subject property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and Land Development Code in effect at the time of permit approval, except as specifically modified herein.*
2. *A minimum three feet wide and four feet tall hedge shall be maintained between Estero Boulevard and any constructed pool.*
3. *A fence with a maximum height of five feet from existing grade shall be permitted along the frontage of Estero Boulevard and Gulf Drive. The fence location shall be consistent with visibility triangle requirements regardless of the approved*

variance measurements. The fence shall be maintained throughout the life of the pool.

- 4. The pool shall be constructed as an in-ground pool at existing grades. The approved location and variance to setbacks does not apply to any elevated pool or structures.*
- 5. The variances shall only apply to the pool and fence as shown on the provided site plan. Alterations or substantial damage to either structure shall render their respective variance to be null and void.*

Staff Report Exhibits:

A – Site Plan

B – Complete Application

C – Letter to Adjacent Property Owners

PROJECT NUMBER:

DATE:



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for PUBLIC HEARING

This is a two part application. Please be sure to fill out this form, which requires general information, as well as the Supplemental Form application specific to action requested for the subject property. Please submit *one ORIGINAL paper copy, fourteen (14) copies* of all required applications, supplemental information, exhibits and documents. Please do not print and copy the instructions at the end of the application. In addition to application fees, the applicant is required to pay for (2) sets of mailings to neighboring property owners within 500', and all advertising fees.

Site Address: 101 Gulf Drive Fort Myers Beach, FL 33931

STRAP Number: 33-46-24 W 3 004G.008A

Applicant: Richard & Rebecca Dobbs Phone: 913 777 8114

Contact Name: Rick & Becky Dobbs Phone: 913 221 7943

Email: dobbsbr@sbcglobal.net Fax: none

Current Zoning District: Residential Conservation (RC)

Future Land Use Map (FLUM) Category: Mixed Residential

FLUM Density Range: 10 du/acre Platted Overlay: ☐ YES ☒ NO

ACTION REQUESTED

SUPPLEMENTAL FORM REQUIRED

- | | |
|---|--------------------------|
| ☐ Special Exception | PH-A |
| ☒ Variance | PH-B |
| ☐ Conventional Rezoning | PH-C |
| ☐ Planned Development ☐ Commercial ☐ Residential | PH-D |
| ☐ Master Concept Plan Extension | PH-E |
| ☐ Appeal of Administrative Action | PH-F |
| ☐ Vacation of Platted Right-of-way and Easement | PH-G |
| ☐ Other – cite LDC Section: _____ | attach on separate sheet |

PROJECT NUMBER:

DATE:

PART I – General Information

A. Applicant*: Richard & Rebecca Dobbs Phone: 913-777-8114

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

Applicant Mailing Address: 13002 Benson Overland Park, KS 66213

Email: dobbsbr@sbcglobal.net Fax: none

Contact Name: Rick & Becky Dobbs Phone: 913 221 7943

B. Relationship of Applicant to subject property:

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

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

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

Name: Shellie Johnson, AICP Phone: 239 898 0125

Address: 436 E. Ivan Rd Crawfordville, FL 32327

Email: sjohnsonplanner@gmail.com Fax: _____

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

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

PROJECT NUMBER:

DATE:

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

☐ Special Exception

☒ Variance from LDC Section 34 - 1174(b), Table 34-3, 1174(b)(1) & (a)(1)

☐ Conventional Rezoning from _____ to _____

☐ Planned Development

☐ Rezoning from _____ to ☐ Commercial PD ☐ Residential PD

☐ Amendment. List the project number: _____

☐ Extension/reinstatement of Master Concept Plan. List project number: _____

☐ Appeal of Administrative Action

☐ Vacation ☐ Right-of-Way ☐ Easement

☐ Other. Please Explain: _____

PART III – Waivers

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

Code Section: N/A

Description: _____

Code Section: _____

Description: _____

Code Section: _____

PROJECT NUMBER:

DATE:

Description: _____

PART IV – Property Ownership

☒ Single Owner (individual or husband and wife)

Name: Richard & Rebecca Dobbs Phone: 913 777 8114

Mailing Address: 13002 Benson Overland Park, KS 66213

Email: dobbsbr@sbcglobal.net Fax: none

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

- ☐ Complete Disclosure of Interest Form (see below)
- ☐ Attach list of property owners as Exhibit 4-1
- ☐ Attach map showing property owners interests as Exhibit 4-2 (for multiple parcels)
- ☐ For condominiums and timeshares see Explanatory Notes Part IV (Page 11)

DISCLOSURE OF OWNERSHIP INTEREST

STRAP: 33 - 46 - 24 W3 004G.008A

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

Name and Address	Percentage Ownership
<u>Richard & Rebecca Dobbs</u>	<u>100%</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

PROJECT NUMBER:

DATE:

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

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of Contract: _____

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

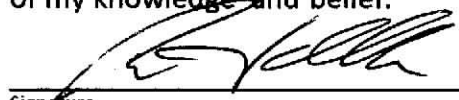
Name

Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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



Signature

Richard Dobbs

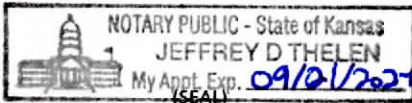
Printed Name

PROJECT NUMBER:

DATE:

STATE OF ~~FLORIDA~~ Kansas
COUNTY OF ~~LEE~~ Johnson

Subscribed and sworn to (or affirmed) before me this 9th day of April,
2021, by Richard Dobbs.



[Signature]
Notary Public Signature

Jeffrey D Thelen
Notary Printed Name

Personally Known _____ or Produced Identification X

Type of Identification Produced: Drivers License My Commission Expires: 09/01/2024

PART V – Property Information

A. Legal Description:

STRAP: 33 - 46 - 24 W3 004G 004G.008A

Property Address: 101 Gulf Drive Fort Myers Beach, FL 33931

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County? ☐ No. Attach a legible copy of the legal description as Exhibit 5-1.

☒ Yes. Property identified in subdivision: Mc Phie Park

Book: 897 Page: 630-632 Unit: 2 Block: G Lot(s): 8A

B. Boundary Survey:

☒ Attach a Boundary Survey of the property meeting the minimum standards of Chapter 61G17-6 of the Florida Administrative Code. A Boundary Survey must bear the raised seal and original signature of a Professional Surveyor and Mapper licensed to practice Surveying and Mapping by the State of Florida. Attach and label as Exhibit 5-2.

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 102 feet

PROJECT NUMBER:

DATE:

Depth (please provide an average width if irregular in shape) 75 feet

Frontage on street: ^{Gulf Rd & Estero Blvd.} feet. Frontage on waterbody: NA feet

Total land area: 0.25+/- ☒ acres ☐ square feet

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

Mid Island.

☒ Attach Area Location Map as Exhibit 5-3

E. Property Restrictions (check applicable):

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

☐ A list of deed restrictions and/or covenants affecting the subject property is attached as Exhibit 5-4.

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

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

☒ Attach a list of surrounding property owners within 500 feet as Exhibit 5-6.

☒ Attach a map showing the surrounding property owners as Exhibit 5-7.

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

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

☐ Low Density

☐ Marina

☒ Mixed Residential

☐ Recreation

☐ Boulevard

☐ Wetlands

☐ Pedestrian Commercial

☐ Platted Overlay

H. Zoning (see official Zoning Map):

☐ RS (Residential Single-family)

☐ CF (Community Facilities)

☒ RC (Residential Conservation)

☐ IN (Institutional)

PROJECT NUMBER:

DATE:

- | | |
|--|--|
| ☐ RM (Residential Multifamily) | ☐ BB (Bay Beach) |
| ☐ RPD (Residential Planned Development) | ☐ EC (Environmentally Critical) |
| ☐ CM (Commercial Marina) | ☐ DOWNTOWN |
| ☐ CO (Commercial Office) | ☐ SANTOS |
| ☐ CB (Commercial Boulevard) | ☐ VILLAGE |
| ☐ CR (Commercial Resort) | ☐ SANTINI |
| ☐ CPD (Commercial Planned Development) | |

PART VI

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Richard Dobbs swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

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

PROJECT NUMBER:

DATE:

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

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



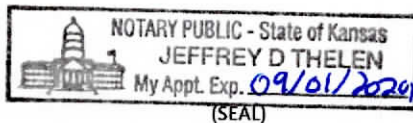
Signature of owner or authorized agent

4/9/21

Date

STATE OF ~~FLORIDA~~) Kansas
COUNTY OF ~~LEE~~) Johnson

Subscribed and sworn to (or affirmed) before me this 9th day of April,
20 21, by Richard Dobbs.





Notary Public Signature
Jeffrey D Thelen

Notary Printed Name

Personally Known _____ or Produced Identification X

Type of Identification Produced: Drivers License My Commission Expires: 09/01/2024

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-B

Additional Required Information for a Variance Application

This is the second part of a two-part application. This part requests specific information for a variance. Include this form with the Request for Public Hearing form.

Case Number:
Project Name: Dobbs Pool Variance
Authorized Applicant: Richard & Rebecca Dobbs, Owners / Shellie Johnson, AICP, Agent
LeePA STRAP Number: 33-46-24 W3 004G.008A

Current Property Status: Developed w/ single family residence
Current Zoning: Residential Conservation (RC)
Future Land Use Map (FLUM) Category: Mixed Residential
Comp Plan Density: 10du/ac. Platted Overlay? ☐ Yes ☒ No

Variance is requested from:

LDC Section Number	Title of Section or Subsection
34-1174(b) / Table 34-3	Location and Setbacks / Dimensional Regulations
34-1744(b)(1)	Front Yard Fence Height
34-1744(a)(1)	Placement of Fence

Complete the narrative statements below for EACH variance requested.

PART I Narrative Statements

Request for variance from _____ (LDC Section number)

Explain the specific regulation contained in this section from which relief is sought:
LDC Section 34-1174(b) restricts the placement of accessory structures from being place closer to the street ROW
than the principal structure. The subject property has two street frontages, Gulf Drive and Estero Blvd.
LDC Table 34-3 establishes a minimum front yard setback in the RC zoning district of 25 feet. The applicant
is requesting a reduced setback of 18'6" feet for a front setback of 6'6" feet along Estero Blvd. and a reduced setback
of 17'6" feet on Gulf Drive to allow a front yard setback of 7'6" feet for placement of an underground pool.
LDC 34-1744(b)(1) establishes a maximum fence height of 48 inches in a front yard. The request is to also
allow for a fence height of 60 inches, to be placed at the property line along property lines of both streets.

Reasons for request

Explain why the variance is needed:
The existing house on the propety encompasses the rear, side and front yard of Gulf Dr., leaving the only location
for pool placement within the front yard of Estero Blvd. The applicant is requesting a variance to allow such
placement, forward of the principal structure, and to reduce the front yard setback to 6'6" along Estero Blvd. and 7'7"
along Gulf Drive.
Additionally, the applicant is requesting to increase the required front yard fence to a height of 5 feet to afford
greater privacy and security, and to place the fence along the property line (inside the existing hedgerow) to the
greatest extent possible, while maintaining a setback of 3 feet from the sidewalk/edge of pavement on both streets.

Explain the possible effect the variance, if granted, would have on surrounding properties:

The pool area will be surrounded by an existing, mature hedgerow and will not be covered. The adjacent residences to the north and west are well-screened via vegetation. The pool will not be covered, so there is no visual impact to the surrounding area. The pool area will abut the very long driveway of the property to the north. The property to the south, across Gulf Dr. is well-screened by mature vegetation located within their property as well as the hedgerow located on the subject property. The proposed pool location will be well-screened by existing vegetation and the required fence enclosure.

The applicant is requesting an additional foot in the height of the fence along the street frontages placed inside the existing hedgerow, adjacent to the property line to allow for privacy and security. Estero Blvd. is the primary roadway on the island and heavily travelled. This, combined with the street curvature at the property location will adversely impact the enjoyment and privacy of the pool area. The additional fence height will not impact the surrounding area as it will not face any of the adjacent properties and will be largely obscured from view from the roadway by the existing hedgerow. The applicant would like to maintain the same height and placement along Gulf Drive to maintain consistency in appearance and privacy. The requested variances will not adversely impact surrounding properties.

Explain the hardship (what is unique about the property) that justifies relief from the regulation:

The property is uniquely located at the convergence of three streets, resulting in exceptional street frontage on two sides of the property. Placement of the existing house has resulted in one developable yard, located forward of the house on its east side. There simply is no other location for the addition of a pool. The proposed pool will be approximately 400 square feet, considered modest in size. Because of the irregular lot shape resulting from the Estero Blvd. right-of-way, the pool will encroach into the front yards. This, combined with the limited area for pool placement has resulted in the need for a variance to the placement of the pool within the two front yards. Because of the need to place the pool forward of the house, the additional fence height is necessary to ensure privacy and security. An existing hedgerow already exists eliminating any adverse impacts from the fence addition. Placing the fence adjacent to the property line will allow full enjoyment of the pool and proposed deck area and maintain open green space in the yards.



PART 2

Submittal Requirements

All applications for a variance must be submitted electronically through our Iworq portal - [iworq \(talktomycity.com\)](http://iworq.talktomycity.com)

Required Items

- Public Hearing Request Form
- Supplemental form PH-B
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; and a clear illustration of the proposed variance
- Fee in the amount of \$1800.00 (residential)/Additional Variance \$500.00
- Variance (non-residential) \$2800.00/ Additional Variance \$700.00

Guide to filing PH-B Additional Required Information for a Variance Application

Cover page

Case Number will be inserted by Community Development staff.

Project Name must be the same as the name used on the Request for Public Hearing form.

Applicant must be the same as on the Request for Public Hearing form.

STRAP numbers must be the same as on the Request for Public Hearing form.

Current status of property must be the same as on the Request for Public Hearing form.

“Variance is requested from...” Provide the section number and title of each section of the Fort Myers Beach Land Development Code from which a variance is being sought.

Narrative statements

If the application is for multiple variances, complete all of the narrative statements for each variance that is requested.

Site plan

The site plan must show all existing structures on the site; all existing structures within 100 feet of the perimeter boundary of the site; and a clear illustration of the proposed variance.

LDC Section 34-87

The guidelines for decision-making regarding a request for a variance are as follows:

1. Whether there are exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or whether the request is for a *de minimis* variance under circumstances or conditions where rigid compliance is not necessary to protect public policy;
2. Whether the exceptional or extraordinary conditions justifying the variance are or are not the result of actions of the applicant taken after the adoption of the regulation in question;
3. Whether the requested variance is the minimum variance to relieve the applicant of an unreasonable burden caused by the application of the regulation in question;
4. Whether granting the variance would be injurious to the neighborhood or otherwise detrimental to the public welfare;
5. Whether the conditions or circumstances of the specific piece of property or the intended use of the property for which the variance is sought are of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.



Town of Fort Myers Beach

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Case Number: VAR20210033

Case Name: 101 Gulf Drive, to allow an accessory structure -pool- in front of principle structure within street setbacks and allow 5 ft high fence in front yard.

Applicant: Richard and Rebecca Dobbs

Location: 101 Gulf Drive

STRAP #: 334624W30040G008A

Zoning: Residential Single Family (RS)

Request: Variances from Sec. 34-1174(b), Table 34-3 Street Setbacks, to allow a pool forward of the primary structure and to be setback less than 25 feet from Estero Boulevard and Gulf Drive; and 34-1744(b)(1) to allow a 5 ft high fence in the front yard along Estero Boulevard.

Staff Report: Direct inquiries to:
Carl Benge, Community Development, email: cbenge@fmbgov.com
Fort Myers Beach Town Hall
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Notice is hereby given that the **Local Planning Agency** of the Town of Fort Myers Beach will hold a public hearing at a meeting beginning at **9:00 AM on August 10, 2021** regarding the case listed above. The **Town Council** will hold a public hearing at **9:00 AM on August 16, 2021**. Both hearings will take place at Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Florida, 33931.

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence to become a participant in the hearing.

On August 10th, the Local Planning Agency of Fort Myers Beach will review the case and make a recommendation to the Town Council on this matter. On August 16th, the Town Council will consider approval, approval with conditions, or denial of the application. If any person should desire to have verbatim record of the proceedings, which record indicates the testimony and evidence presented, that person will have to make arrangements on their own.

Copies of the application and staff report are available for viewing at Fort Myers Beach Town Hall. Call 239-765-0202 for more information. Town Hall is open between the hours of 8:30 AM and 4:30 PM. Reasonable accommodations will be made in accordance with the Americans with Disabilities Act. If you need reasonable accommodation, contact Town Hall at 239-765-0202.

1. **Requested Motion:**

Meeting Date: August 16, 2021

Approve Resolution 21-38; License Agreement with Lee County temporary construction for Staging on Seafarer's for the Old San Carlos Boulevard Signalization Project.

Why the action is necessary:

Allows the Town's Contractor to stage at Seafarer's for the construction duration of the Old San Carlos Boulevard Signalization Project.

What the action accomplishes:

Enters into a License Agreement with Lee County.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Chelsea O'Riley, Public Works
Director

5. **Background:**

The Town's Signalization Project at Old San Carlos Boulevard and Estero Boulevard begins construction on August 16th, 2021. The Contractor needs an area to stage equipment due to the location and congestion of the project. Lee County is willing to enter into a License Agreement with the Town for the Town's Contractor to utilize Seafarer's for the duration of the project (estimated 77 days).

Attachments:

1. 21-38 License Agreement for Seafarer's-C
2. Exhibit A: License Agreement

Financial Impact:

None

6. **Alternative Action**

Do not execute the license agreement.

7. **Management Recommendations:**

Approve and execute the License Agreement.

8. **Recommended Approval:**

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

Created/Initiated - 8/5/2021
Approved - 8/5/2021
Approved - 8/11/2021
Approved - 8/11/2021
Final Approval - 8/11/2021

RESOLUTION NUMBER 21-38

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A LICENSE AGREEMENT BETWEEN THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF FORT MYERS BEACH REGARDING THE TEMPORARY USE OF LEE COUNTY'S SEAFARER'S PROPERTY FOR STAGING; 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 LICENSE 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, both the Lee County 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, Lee County is the owner of certain real property located at 1113 Estero Boulevard, Fort Myers Beach, FL. 33931 ("Seafarer's Property"); and

WHEREAS, Lee County and the Town are entering into this License Agreement to provide for the shared use of the Seafarer's Property ("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 Lee County and Town, regarding the shared use of the Seafarer's Property is approved. The Town Manager is authorized to execute the Agreement 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 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, Council Member
Bill Veach, Council Member
Jim Atterholt, Council Member

ADOPTED this 16th 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 16th day of August 2021.

PERMISSIVE USE LICENSE AGREEMENT

THIS LICENSE made and entered into this _____ day of _____, 2021, by and between **Lee County**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902-0398 (hereinafter referred to as "**COUNTY**") and the **Town of Fort Myers Beach**, a Florida Municipal Corporation, whose address is 2525 Estero Boulevard, Fort Myers Beach, FL 33902-0398 and **Ajax Paving Industries of Florida, LLC**, A Florida Limited Liability Company, whose address is One Ajax Drive, North Venice, FL 34725 (Town of Fort Myers Beach and Ajax Paving Industries of Florida, LLC are hereinafter collectively referred to as "**LICENSEE**"); and

WHEREAS, **COUNTY** is the owner of certain property in the Town of Fort Myers Beach, Lee County, Florida, located at 1113 Estero Boulevard, Fort Myers Beach, Florida and being further identified as Strap #24-46-23-W3-00206.0010 ("Parcel"); and

WHEREAS, **LICENSEE** is desirous of obtaining permission to use, as hereinafter provided, a portion of said Parcel of the **COUNTY**.

NOW, THEREFORE, in consideration of the covenants to be kept and performed by each of the parties hereto, and the sum of One Dollar (\$1.00) cash in hand paid by the **LICENSEE** to the **COUNTY**, receipt of which is hereby acknowledged, and further consideration as herein provided, it is agreed as follows:

- (1) **USE – COUNTY**, subject to the conditions herein expressed, does hereby grant unto the **LICENSEE** the privilege and license to use the area indicated in Exhibit "A" of the above-described Parcel ("Site Area") for the temporary storage of materials and equipment associated with the Town of Fort Myers Beach signalization project to install a signal at the intersection of Old San Carlos Blvd. and Estero Blvd on Fort Myers Beach, Florida.

LICENSEE will be responsible for properly securing the Site Area, including but not limited to installing any screening and fencing along all sides of the Site Area that may be required by local rules and regulations. **LICENSEE** will be responsible for providing access control to the Site Area through the westerly boundary at 5th Avenue. **LICENSEE** will be responsible to restore said Site Area to as good or better condition than that which existed prior to its use. **LICENSEE** will be responsible for the removal of existing fencing, if necessary, and restoration of same.

LICENSEE will be responsible to ensure there is no contaminates from any materials stored or used on the Site Area, including sludge from drilling operations. If any contamination occurs, **LICENSEE** will immediately remediate. **LICENSEE** will not be permitted to store or handle any petroleum products on the above-described land. Notwithstanding the foregoing, **LICENSEE** and/or its contractors may park vehicles and equipment at the Site Area that contain petroleum for the sole use of such vehicles and equipment.

This License will be for a period commencing at 3:00 PM on August 17, 2021 and terminating on or before November 30, 2021. **LICENSEE** agrees that this license is personal to the **LICENSEE** and is not assignable without the express written consent of the **COUNTY**.

- (2) CONSIDERATION - **LICENSEE** will pay as consideration for this License One (\$1.00) Dollar, net of any applicable tax, payable on or before the date of commencement of this agreement, for said license and privilege.
- (3) RESTRICTION – The license and privilege granted **LICENSEE** under this License will be exercised only on the subject property of **COUNTY** and upon no other property.
- (4) INDEMNIFICATION – **LICENSEE** agrees to indemnify, defend and hold harmless **COUNTY**, it's officers and employees from and against all claims whatsoever arising from any act, omission or negligence of **LICENSEE** or **LICENSEE**'s contractors, licensees, agents, invitees, guests, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person or to the property of any person during the term hereof in or about the lands where such accident, damage or injury results or is claimed to have resulted from any act or omission on the part of **LICENSEE** or **LICENSEE**'s contractors, licensees, agents, invitees, guests, servants or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses incurred by **COUNTY**, including attorney fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.
- (5) INSURANCE – **LICENSEE** must maintain insurance consistent with the requirements set forth in the attached Exhibit "B". **LICENSEE** will provide a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such coverage, for the term of this License. **LICENSEE** will be responsible for assuring that the insurance remains in force and uninterrupted for the duration of the License. Lee County Board of County Commissioners must be named as a Certificate Holder and Additional Insured on the insurance policy.
- (6) LIENS – **LICENSEE** will not incur any indebtedness giving right to a lien of any kind upon the **COUNTY**'s interest in and to lands described herein. **COUNTY**'s interest will not be subject to liens for improvements made by the **LICENSEE** on the lands described herein. In the event any liens are filed, due to improvements made by the **LICENSEE**, the **LICENSEE** will immediately discharge said lien by such manner as permitted by law.
- (7) ENJOYMENT – Nothing herein contained will be construed as limiting the **COUNTY** from having the full use and enjoyment of its lands, save only as to the rights granted to the **LICENSEE** by the terms of this License, and nothing herein contained will be construed or interpreted as granting anything to **LICENSEE** other than use of the property provided herein.
- (8) BREACH – In the event of any breach or non-performance of any of the covenants, agreements, terms or conditions to be performed by **LICENSEE**, and said breach or non-performance continues for one day, **COUNTY** has the right to declare this License terminated and to re-enter the property and remove **LICENSEE** and its respective property therefrom, and **LICENSEE** agrees to peacefully vacate said property and pay all costs, including reasonable attorneys' fees, that may be incurred by **COUNTY** in enforcing the covenants, agreements, terms and conditions of this License.

No rights or property interests are granted to or created in the **LICENSEE** by this License except as otherwise provided herein. The granting of this License is only as an accommodation to the **LICENSEE**.

- (9) ENTIRE AGREEMENT – It is understood and agreed that this License sets forth all the covenants, agreements, terms and conditions between the parties and that there are no other oral or written agreements between them.
- (10) AMENDMENT – It is further understood that no subsequent amendments, alterations or additions to this License will be binding upon the parties hereto unless reduced to writing and executed by said parties.
- (11) GOVERNING LAW – **COUNTY** and **LICENSEE** agree that this License will be governed by and construed under the laws of the State of Florida.
- (12) ASSIGNMENT –**LICENSEE** will not transfer or assign its interest or rights provided in this License, nor attempt to grant any sub-license to any persons whom so-ever without the written consent of the **COUNTY**. The consent of the **COUNTY** will be at the **COUNTY**'s sole discretion.
- (13) NOTICE – All notices or request between the parties will be in writing and will be deemed to have been duly given or served by either personally delivered (deemed given same day), delivered via private local courier services (deemed given same day), sent via fed ex or other nationally recognized overnight delivery service (deemed given on the next business day after deposit with the service), or deposited in the United States Mail, Certified Mail, return receipt requested, postage prepaid (deemed given on the fourth business day after deposit in the mail) addressed as follows:

TO THE COUNTY:

LEE COUNTY DEPARTMENT OF COUNTY LANDS
Attn: Director Robert Clemens
PO Box 398
Fort Myers, FL 33902-0398
OR
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
239-533-8747
clemenrg@leegov.com

TO THE LICENSEE:

Town of Fort Myers Beach
Attn: Chelsea O'Riley, Public Works Director
2525 Estero Boulevard
Fort Myers Beach, FL 33931
239-765-0202, ext. 1700
chelsea@fmbgov.com

and

Ajax Paving Industries of Florida, LLC
Attn: Christie A. Alvaro, Secretary
510 Gene Green Road
Nokomis, FL 34275
941-650-3046
calvaro@ajaxpaving.com

- (14) **BINDING EFFECT** – This License and all of its terms and conditions will extend to and be binding upon the parties hereto and upon their respective successors and assigns.
- (15) **SEVERABILITY** – The invalidation of any provision or clause in whole or in part by judgment or court order will in no way affect any of the other provisions or clauses, which will remain in full force and effect.
- (16) **CONDITION** – **LICENSEE** and **COUNTY** agree to meet on August 17, 2021 to inspect the Site Area, establish the “As Is” condition, and determine the boundaries and access being accepted by **LICENSEE**. It is understood between the parties hereto that the property has been inspected by the **LICENSEE** and that the property is being accepted in an “As Is” condition. At the expiration of this License, the portion of the Site Area utilized by the **LICENSEE** will be restored to as near the original condition as possible with a post-use inspection by **LICENSEE** and **COUNTY** to be completed at the termination of the agreement. **COUNTY** will provide **LICENSEE** written notice of any unacceptable condition and **LICENSEE** agrees to correct same within fifteen (15) days following said notice. **LICENSEE** acknowledges the lands being considered in this License, as described in Section (1), are a portion of the land owned by the **COUNTY**.
- (17) **ENVIRONMENTAL** – **LICENSEE** will not, and will ensure that others do not install, use, generate, store, locate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit, or dispose of Hazardous Substances in, upon, under, over or onto the Property.
- If the **COUNTY** has reason to believe a Hazardous Substance has been discharged, spilt, or released on the Property by **LICENSEE** or its contractors or consultants, then the **COUNTY** has the right, but not the obligation, to require **LICENSEE**, at **LICENSEE**’s sole cost and expense, to perform an environmental audit by an environmental consultant satisfactory to the **COUNTY**. Such an investigation will be commenced within ten (10) days after the **COUNTY**’s request, and thereafter be diligently prosecuted to completion. **LICENSEE** will provide the **COUNTY** with an electronic copy of the environmental audit immediately after it is completed.
- (18) **RELATIONSHIP** – Nothing contained in this License will be deemed to constitute or be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of **LICENSEE** / **COUNTY**.
- (19) **PREVAILING PARTY** – The prevailing party in any litigation brought to enforce rights hereunder will be entitled to reimbursement of all reasonable costs and expenses, including, but not limited to, court costs, fees, and attorneys’ fees at all judicial levels.
- (20) **MISCELLANEOUS** – The **LICENSEE** will be responsible for the payment for any trash removal that may be required. The **LICENSEE** is responsible for providing a key to the **COUNTY** within three (3) business days for any lock added to the gate. The **LICENSEE** is responsible for obtaining any required local, state and/or federal permits for activities to be conducted on the **COUNTY**’s property.

The remainder of this page has been intentionally left blank

IN WITNESS WHEREOF, the **COUNTY** and **LICENSEE** have executed this License as of the date and year first above written.

LICENSEE

WITNESSES:

**Town of Fort Myers Beach, a Florida
A Florida Municipal Corporation**

Signature

BY: _____
Date

Print Name

Its: _____

Signature

Print name

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

LICENSEE

WITNESSES:

**Ajax Paving Industries of Florida, LLC
a Florida Limited Liability Company**

Signature

Print Name

Signature

Print name

BY: _____
Christie A. Alvaro Date

Its: Secretary

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me by means of
☐ physical presence or ☐ online notarization, this _____ day of _____, 2021,
by Christie A. Alvaro, Authorized Signatory of Ajax Paving Industries, Inc. of Florida, a
Florida corporation, on behalf of the company. She is personally known to me or has
produced _____ as identification.

Signature of Notary

Typed or Printed Name

[stamp or seal]

Approved and accepted for and on behalf of Lee County, Florida, intending to be bound as of the date first written above.

COUNTY

ATTEST:
LINDA DOGGETT, CLERK

**Board of County Commissioners
of Lee County, Florida**

BY: _____

[Type or print name]
Deputy Clerk

BY: _____

Kevin Ruane, Chair

Approved as to form for
reliance of Lee County only:

By: _____

Office of the Lee County Attorney

EXHIBIT A

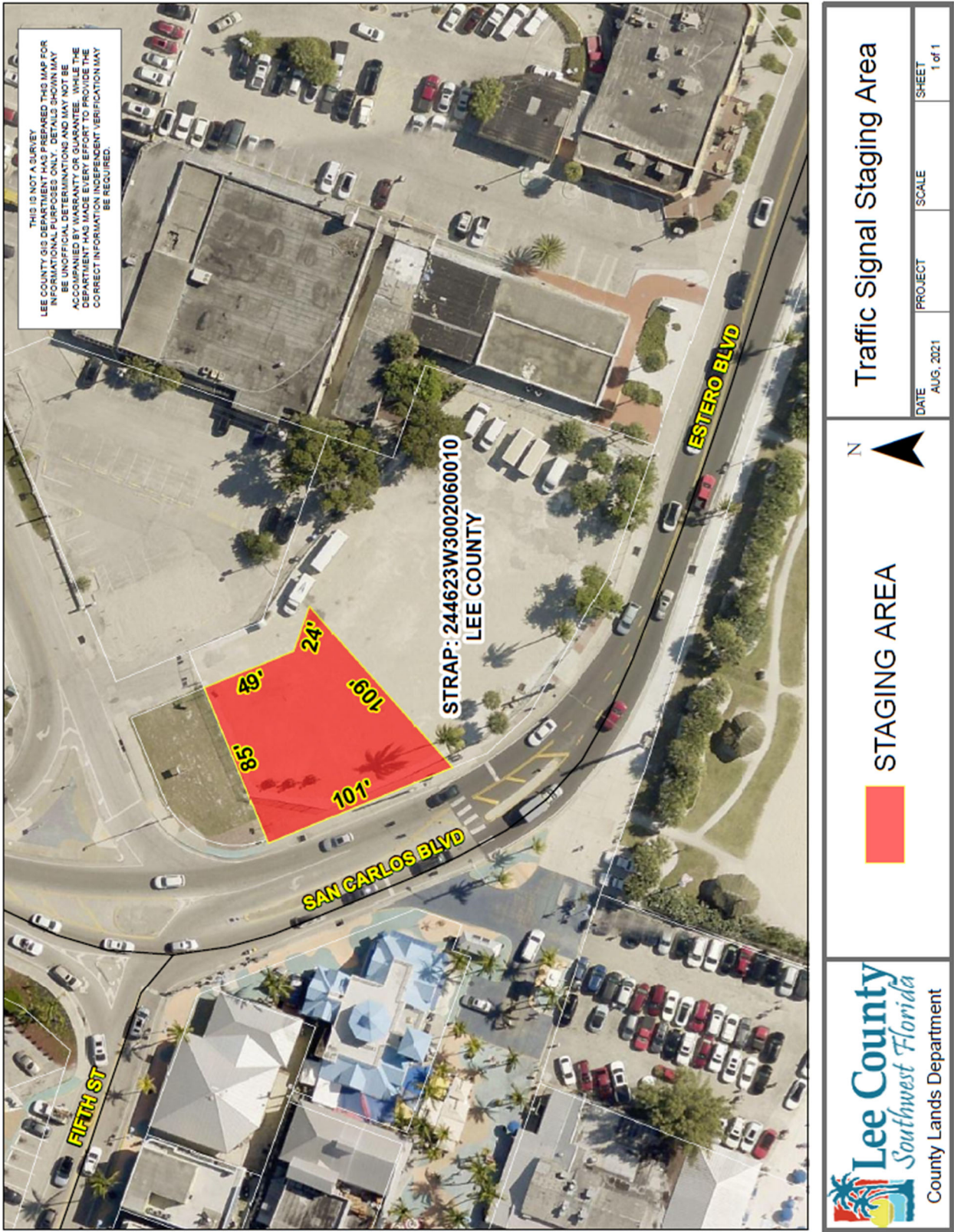


EXHIBIT B

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this Permissive Use License Agreement. The County reserves the right to request additional documentation regarding insurance provided.*

Commercial General Liability: Coverage will apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

Verification of Coverage: Coverage will be in place prior to the commencement of any work and throughout the duration of the Permissive Use License Agreement. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate will provide for the following:

- a. The certificate holder will read as follows:
 - Lee County Board of County Commissioners
 - P.O. Box 398
 - Fort Myers, Florida 33902
- b. ***"Lee County, a political subdivision and Charier County of the State of Florida, its agents, employees, and public officials"*** will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.
- c. Lee County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance. Such notification will be noticed in writing to the Risk Manager, pursuant to Paragraph 5 of the Permissive Use License Agreement.

1. Requested Motion:

Meeting Date: August 16, 2021

As shown on the FY2021-2022 budget add on list. Approve the proposal from International Fine Art Conservation Studios Inc. for Mound House historic structure repairs estimated at \$47,730.

Why the action is necessary:

Town Council approval is necessary for any purchases over the amount of \$25,000 in following the Town Council purchasing procedures.

What the action accomplishes:

Allows the Mound House Museum and 1921 Garage to be repaired and restored to prevent further structural damage and rot due to water leaks and weather.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

The proposed restoration work is needed to address several water leaks present in the Mound House Main Museum and the 1921 Garage, currently serving as staff offices and public restrooms. Additional proposed repairs are needed to stabilize the original brick columns on the Mound House structure and seal the cedar shake singles to prevent future water damage and rotting. See attached sole source form and proposal. The cost of this proposal is on the add on list for budget FY 2021/ 2022.

Attachments:

1. Signed Sole Source 2021
2. IFACS - The Mound House Proposal - 12.30.2020 - Rev 6.25.2021

Financial Impact:

6. Alternative Action

Deny approval

7. Management Recommendations:

8. Recommended Approval:

Alison Giesen, Director of Cultural, Parks & Recreation
Alison Giesen, Director of Cultural, Parks & Recreation
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 8/9/2021
Approved - 8/9/2021
Approved - 8/11/2021
Approved - 8/11/2021
Final Approval - 8/11/2021

**JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION:
SOLE SOURCE ACQUISITION**

1. Contracting Organization: The Town of Fort Myers Beach is responsible for this action. The Department of the Town Requesting is Culture, Parks and Recreation.

2. Description of Action: This procurement request is to justify the request for goods or services for the justification of a sole source vendor.

3. Description of Goods or Services: The purpose of this request is to secure the most qualified and experience vendor to conduct historical restoration on Mound House and the 1921 garage. The vendor, International Fine Art Conservation Studios Inc will be responsible for historical restoration and repair on the interior and exterior of the 1921 Historical Structure and Garage. This will include replacing any original wood that is rotten with similar wood and the repainting to prevent further damage to the 1921 Arts and Crafts Style structure and original 1921 Garage. All methodologies used will be in conjunction with the US Department of Interior Guidelines on Rehabilitation and Restoration of Historic Structures. The Mound House was placed on the National Register of Historic Places in 2019.

4. Authority: The authority permitting the sole sourcing of services is Town of Fort Myers Beach Ordinance 2007-01, Section 5, subsection C page 6 “ Department Director determines in writing, after conducting a good faith review of available sources that there is only one source”. “The requisitioning department shall submit to the finance department written justification as to why there is only one source.”

5. Applicability Of Authority: International Fine Art Conservation Studios Inc is the only qualified vendor in the United States that can meet the historical restoration needs of Newton Beach Cottage and the justification is as follows:

1. Over 30 years of experience in the field of historical restoration for National Register sites.
2. Quality of restoration work that was completed for Mound House and Newton Beach Cottage on 2018 to repair damage caused by Hurricane Irma.
3. Unable to locate other companies with this type of experience and quality of work in the field of historical restoration and conservation.

6. Efforts to Obtain Competition: Review of (See RFQ 20-22-AD Ongoing Misc. Professional Services) two companies or products was undertaken and attached to this document.

7. Fair and Reasonable: Comparison of cost for similar products are attached but due to the nature of the good or service we require International Fine Art Conservation Studios Inc. be awarded due to these reasons provided:

1. Over 30 years of experience in the field of historical restoration for National Register sites.
2. Quality of restoration work that was completed for Mound House and Newton Beach Cottage on 2018 to repair damage caused by Hurricane Irma.
3. Unable to locate other companies with this type of experience and quality of work in the field of historical restoration and conservation.

8. Technical Requirements / Personnel Certification: We hereby certify that the technical requirements and certifications are accurate.

9. **Department Director Certification:** I hereby certify to the best of my knowledge this justification is accurate and complete.

Alison Giesen
Name

Alison Giesen
Signature

8/9/2021
Date

Finance Review: _____

If over \$20,000 Must go to Town Council for approval.

Agenda Date Monday, August 16, 2021 Attach Copy for Audit _____



International Fine Art Conservation Studios Inc.

HISTORIC CONSULTANTS

RESTORERS AND CONSERVATORS OF PAINTINGS, MURALS & HISTORIC DECORATION

P. O. Box 81509, ATLANTA, GEORGIA 30366

WWW.IFACS.NET

TEL: 404-794-6142

EMAIL: IFACS@BELL SOUTH.NET

December 30th 2020 **Revised June 25th 2021**

Federal ID# 56-1678718

Ms. Alison Giesen,
Director of Culture, Parks & Recreation
Town of Fort Myers Beach
The Mound House
451 Connecticut Street,
Fort Myers Beach, FL 33931

Dear Ms. Giesen,

Re; Cost Proposal for Sundry Repairs at the Mound House.

Further to our meeting at the Mound House on Thursday 19th November 2020, please find our cost proposal for the scope of work as scheduled below;

A. Cypress Shingles.

- a. Methodology A – Carefully clean cypress shingles and remove all loose and delaminating paint. Leave paint where the bond is sound. Prime areas of shingles where paint has been removed, and

repaint all shingles to provide a uniform appearance to all areas of shingles.



Recipient of The Art Commission of The City of New York “Excellence in Design” Award – 1995 & 1996

Recipient of the Kansas Preservation Alliance “Award for Excellence” - 2004

Recipient of the Salina Heritage Commission Design Award - 2004

Recipient of the Shutze Award for Craftsmanship - 2007

Recipient of “Building Champaign Parks” Award for Exceptional Work at the Virginia Theatre – 2013

SPLIA Preservation Award for the Apse Mural at the Old Whalers’ Church, Sag Harbor, NY – 2016

Florida Trust for Historic Preservation - Outstanding Achievement Award for Flagler College – 2017

Florida Trust for Historic Preservation - Outstanding Achievement Award for Ca'd'Zan Pool Restoration – 2019

Florida Trust for Historic Preservation - Outstanding Achievement Award for the Dixie Mansion – 2020



December 30th 2020

Ms. Alison Giesen,
The Mound House

Re; Cost Proposal for Sundry Repairs at the Mound House.

Page 2. ...

- b. Methodology B – Carefully clean and remove all paint from shingles. Prepare area of shingles and prime and paint to provide a uniform appearance to all areas of shingles.



B. Office Door Threshold.

Remove aluminum threshold and install appropriate waterproofing material to threshold and reinstall to prevent water ingress underneath the threshold. Form minimum drainage groove if necessary to channel water away from threshold.



C. Ceiling Leak – Museum Store.

Investigate leak above suspended ceiling in Museum Shop and seal or repair source of water ingress or leak if possible. Report back to Client with findings prior to any repairs being executed for discussion and approval. *An allowance has been added to the final cost for repairs (if possible) as no investigation has been carried out to date.*



Recipient of The Art Commission of The City of New York “Excellence in Design” Award – 1995 & 1996

Recipient of the Kansas Preservation Alliance “Award for Excellence” - 2004

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December 30th 2020

Ms. Alison Giesen,
The Mound House

Re; Cost Proposal for Sundry Repairs at the Mound House.

Page 3. ...

D. Masonry Pointing – Exterior Columns.

Remove defective mortar from external columns around east and north elevations, and repoint with matching mortar prior to any recoating or repainting of masonry work.



E. Minor Concrete Pad Repair.

Gently lift broken corner of slab and level substrate with a sand and cement bed and lower slab onto raised and levelled bed and repair cracked fissure with an epoxy adhesive topped with a coloured exterior grout to match the surrounding concrete.



F. Exterior Timber Repair – Edge Moulding.

Repair/replace lengths of cover strip/moulding and prime and paint to match existing.



Recipient of The Art Commission of The City of New York “Excellence in Design” Award – 1995 & 1996

Recipient of the Kansas Preservation Alliance “Award for Excellence” - 2004

Recipient of the Salina Heritage Commission Design Award - 2004

Recipient of the Shutze Award for Craftsmanship - 2007

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December 30th 2020

Ms. Alison Giesen,
The Mound House

Re; Cost Proposal for Sundry Repairs at the Mound House.

Page 4. ...

G. Masonry Painting.

Wash down all areas of previously painted masonry brickwork and prepare samples of lime based colour washes for client approval and apply to prepared masonry.



H. South and West Elevation Windows.

Check south and west elevation windows for any deteriorating sections or rot, repair, remove any loose or delaminating paint, prepare surfaces, prime and paint.
(Approximately 5 No. Windows)



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Florida Trust for Historic Preservation - Outstanding Achievement Award for Flagler College – 2017

Florida Trust for Historic Preservation - Outstanding Achievement Award for Ca'd'Zan Pool Restoration – 2019

Florida Trust for Historic Preservation - Outstanding Achievement Award for the Dixie Mansion – 2020

December 30th 2020

Ms. Alison Giesen,
The Mound House

Re; Cost Proposal for Sundry Repairs at the Mound House.

Page 5. ...



Cost Proposal

To Execute all the Above Items –

Aa to H for the Lump Sum of \$22,700.00

Alternates and Allowances:

A. Cypress Shingles – Methodology b. – Additional Cost of	\$ 5,680.00
B. Allowance for Accommodation	\$ 5,350.00
C. Allowance for Scaffolding and Access Equipment	\$ 2,500.00
D. Allowance for Repairs to Museum Shop Ceiling Leak as Item C.	\$ 1,500.00
E. Allowance for Leak Mediation to Windows and Doors	\$10,000.00

Total Project Estimate \$47,730.00

The work will be commenced at an agreed date early in 2021, and be completed approximately 3 weeks after commencement, depending on prevailing site and weather conditions.

The above allowances Band C and E will only be expended after discussion and agreement with the Client. All agreed costs of allowances B & C expended to be charged at cost plus 10%.

The above cost includes all craftspeople, travel costs, materials, supervision and insurances.

Notes:

- a. We have allowed for protection and daily cleanup in the area where we are working.



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Page 6. ...

- b. The Client will ensure that an adequate electrical supply and clean running water adjacent to the work areas will be provided free of charge for the duration of the project.
- c. An initial site meeting with the Client is requested to review the project, ensure the correct specification and materials as well as the locations and to answer queries and ensure continuity.
- d. If you find our proposal acceptable we would require a mobilization payment of 35% to be made upon commencement on site, an interim stage payment of 40% after two weeks on site, with the balance of 25% being paid within 7 days from completion and acceptance of the work by yourselves. No retention is to be held.
- e. Once the work has been completed and accepted by the Client, the Client is responsible for all protections.
- f. If extra works are necessitated due to the expansion of the scope of works or if change orders are instructed by the Client, IFACS reserves the right to negotiate the extra costs of these works and to increase the programme to allow sufficient time to execute these works. This will apply in the event of other trades causing disruption and/or delays to the schedule.
- g. All matters of a financial or programme implication will be dealt with by way of an IFACS site query sheet which will be used as a method of determining answers to questions, agreement of site instructions, requests for any change orders necessitated by changed conditions or by design alterations or Client changes.
- h. The Client will at all times keep the areas where IFACS are working available to allow continuity of working. Advance notice of any activities which will preclude IFACS working during those activities will be provided to IFACS to allow adequate time to schedule the work accordingly. Generally IFACS works an 8 ½ or 9 hour day and an occasional Saturday. No Sunday working will be scheduled.



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Page 6. ...

- i. Should work outside of regular hours be necessary, the Client will allow IFACS additional access to the site, providing prior arrangements have been made with the Client.
- j. IFACS is fully insured in respect of their sections of work and will cover workers compensation, third party and their own plant and materials. The Client will cover all other aspects of the required insurances as required, including accidental damage, fire and flood, etc. IFACS Liability insurance is rated at \$3 million for any specific incident. A copy of IFACS Insurance coverage is available upon request.
- k. IFACS will require access to their working areas from the dates specified in accordance with a schedule to be agreed between IFACS and the Client, prior to commencement.
- l. IFACS will staff the site with senior craftsmen.

If you have any queries on any of the above or require clarification of any element of our above proposal, please do not hesitate to call me.

I look forward to hearing from you in due course.

Best regards,

For and on behalf of International Fine Art Conservation Studios Inc.,

Geoffrey Steward
Managing Director



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1. **Requested Motion:**

Meeting Date: August 16, 2021

Special Event- Island Hopper Songwriter's Festival - Nervous Nellies is requesting to rent Bayside Park, cordon it off and have alcohol on Town property for an outdoor bar set up on their property. They will erect a small stage on their property and are requesting a waiver of the noise ordinance and to perform until 10pm. This event will run from September 24, 2021 from 6 pm- 10 pm, September 25 from noon until 10 pm and September 26 from noon until 5 pm.

Why the action is necessary:

Ordinance 20-17

What the action accomplishes:

Allows for event to happen

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Ordinance 20-17 Sec.227 (g)

4. **Submitter of Information:**

5. **Background:**

This event has been approved since 2014. Nervous Nellies is requesting to rent Bayside Park, cordon it off and have alcohol on Town property for an outdoor bar set up on their property. They will erect a small stage on their property and are requesting a waiver of the noise ordinance and to perform until 10pm. This event will run from September 24 from 6 pm- 10 pm, September 25 from noon until 10 pm and September 26 from noon until 5 pm. The LCSO is requiring (2) deputies for security.

Attachments:

1. 211175-Island Hoppers Songwriters Fest
2. 2111275 Environmental approval
3. 2111275 Public Works approval

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 7/26/2021
Approved - 7/26/2021
Approved - 8/10/2021
Approved - 8/11/2021
Approved - 8/11/2021
Approved - 8/11/2021
New - 1/1/1900



Town of Fort Myers Beach

JUL 9 2021

Received by: 411175

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

Name of event Island Hoppers Songwriter's Festival
Attach separate sheet of paper with detailed description of event

Date(s) and times of event Sept 24 6-10pm, Sept 25 noon-10pm
Address of event 1131 First St Sept 24 noon-5pm,

Expected # of participants/attendees 200 - 300

Sponsoring Organization Nervous Nellies

Organization address 1131 First St

Contact Person/Phone# Len Lemmer (321) 917-3517

E-mail nervousnelliesfmb@gmail.com

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

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

How many Spaces? _____ How many hours _____

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

Letters of Permission to use Property _____

Letters of Permission to use Parking _____ Parking Plan _____

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

Requesting Water Y ☐ N ☒ Electric Y ☐ N ☒

Requires Council Approval:
Waiver of open container Y ☐ N ☐ Waiver of Town parking fees Y ☐ N ☐

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

Applicant Signature Len J. Lemmer

Printed Name Len J. Lemmer

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: Advanced Disposal

No. of dumpsters: 2 Type of dumpsters: 2yd trash 6yd cardboard

Who is responsible for clean-up and payment: Nervous Nellie's

City right-of-way Parking Use: N/A Number of spaces: N/A

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

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

FMB Environmental Sciences remarks: _____

Approval: _____ Date: _____

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?) 1 certified crowd manager required at 1 per every 250 anticipated attendees.Fee: Separate Invoice SentFlammable Vegetation: Not PermittedFirst Aid Equipment: N/AFire Extinguishing Equipment: Fire Extinguisher to be accessible in area of event.Special Arrangements: None.Jennifer Campbell

Print Name

Jennifer Campbell

Approval Signature

7/20/21

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: NO

Deputies (how many?) _____

Traffic Control: _____

Fees: _____

Special Arrangements: _____

Print Name

Approval Signature

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

Tel (239) 477-1830 Fax (239) 432-0268

15650 Pine Ridge Road, Fort Myers, FL 33908

Parking: No Parking for the event will be in authorized areas only. Right-of way must not be impeded.Deputies (how many?) Two (2) deputies for security and presence in/around event area.Traffic Control: Event area is closed off to vehicle traffic so traffic control will not be required for this event.Fees: Contact Details Unit 239-477-1199 to set up & pay for detail in advance.Special Arrangements: All amplified sound must adhere to Town of FMB Noise Ordinance.Alcohol must remain in the confines of the designated event area. If vendor expects a larger than anticipated crowd for each act, it is the vendors responsibility to notifyLCSO so that an additional review of the event can be done if needed.Steven Brady
Print NameSteven J Brady
Approval Signature7-13-21
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: July 8, 2021		Date of Event: Friday - Sun Sept 24-26, 2021
Location: Bayside Park		
Event Start Date/Time: Friday Sept 24 6PM		Event End Date/Time: Sunday Sept 26 5PM
Setup Date: Friday Sept 24	Setup Time: 3PM	Inspection Time:
Event Sponsor: Nervous Nellie's		
Sponsor Contact: Tyler Lemmer	Sponsor Phone #: (239) 565-9942	Sponsor Email: nervasnelliesfmb@gmail.com
Anticipated Number of Attendees: 200-300	Anticipated Number of Event Workers: 5-7	
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 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).

Submitting Party Name (Print) Len Lemmer		Administrative Use Only Date Received: Received By: Fees Due: Forwarded for Review: ☐	
Submitting Party Name (Sign) 			
Date: 7/8/2021			
Paid: ☐			



Nervous Nellie's is planning an outdoor event for Friday September 24, 2021 from 6pm-10pm, September 25 from noon until 10pm, and on September 26 from noon until 5pm. This is for the Island Hoppers Songwriter's Festival. This event will be located in Bayside Park. This event will feature amplified acoustic music.

Nervous Nellie's will erect a small stage on our property and place chairs in the Park. We will serve beer and alcohol from our portable bar on our property. We will cordon off the property, and no beverages will be permitted either in or out of the venue. We will provide "on site security".

Nervous Nellie's will be responsible for removing all chairs and removing all refuse.

We are requesting the following:

- 1) Permission to use Bayside Park
- 2) Permission to exceed the sound limit
- 3) Permission to perform until 10pm.
- 4) Permission to apply for an Extension of Premise to serve alcohol on our property, to be consumed on Town property.

Thank you,

Len J. Lemmer
Nervous Nellie's

DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco
Application for Extension or Amended Sketch of Licensed Premises

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DBPR Form
ABT-6029
Revised 02/2013

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED

Transaction Type:

- ☒ Temporary Extension
☐ Permanent Extension

☐ Amended Sketch

SECTION 2 - LICENSE INFORMATION

Licensee (as listed on alcoholic beverage license)

Esters Island Restaurants

Business Name (D/B/A)

Nervous Nellie's

Location Address (Street)

1131 First St

City

Fort Myers Beach

County

Lee

State

FL FL

Zip Code

33931

Alcoholic Beverage License Number

BEV 46D5377

Series

Type/Class

Business Telephone Number

239 463-8027 ext.

Email Address (Optional)

FOR TEMPORARY EXTENSIONS ONLY:

Date(s) of Extension:

Fri Sept 24, 2021

Sat Sept 25, 2021

Sun Sept 26, 2021

ABT District Office Received / Date Stamp

SECTION 3 - ZONING APPROVAL TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION (This section only applies to a permanent or temporary extension of licensed premises)			
Location Street Address _____			
City _____	County _____	FL	Zip Code _____
Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?" ☐ Yes ☐ No ☐ The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application. ☐ The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application. Signed: _____ Title: _____ Date: _____ This approval is valid until _____			

SECTION 4 - HEALTH TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS OR COUNTY HEALTH AUTHORITY OR DEPARTMENT OF HEALTH OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES	
The above establishment complies with the requirements of the Florida Sanitary Code. Signed _____ Date _____ Title _____ Agency _____ This approval is valid until _____	

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A)

Nervous Nellie's

"I, the undersigned individually, or if a registered legal entity for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:

☒ "I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."

STATE OF FLORIDA

COUNTY OF LEE

Leonard Lemmer
APPLICANT SIGNATURE

APPLICANT SIGNATURE

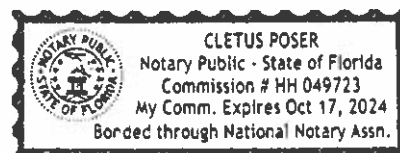
The foregoing was (✓) Sworn to and Subscribed OR () Acknowledged Before me this 8 Day

of July, 2021, By LEONARD LEMMER who is () personally
(print name(s) of person(s) making statement)

known to me OR (✓) who produced FL DR. LIC as identification.

Cletus Poser
Notary Public

Commission Expires: 10-17-2024

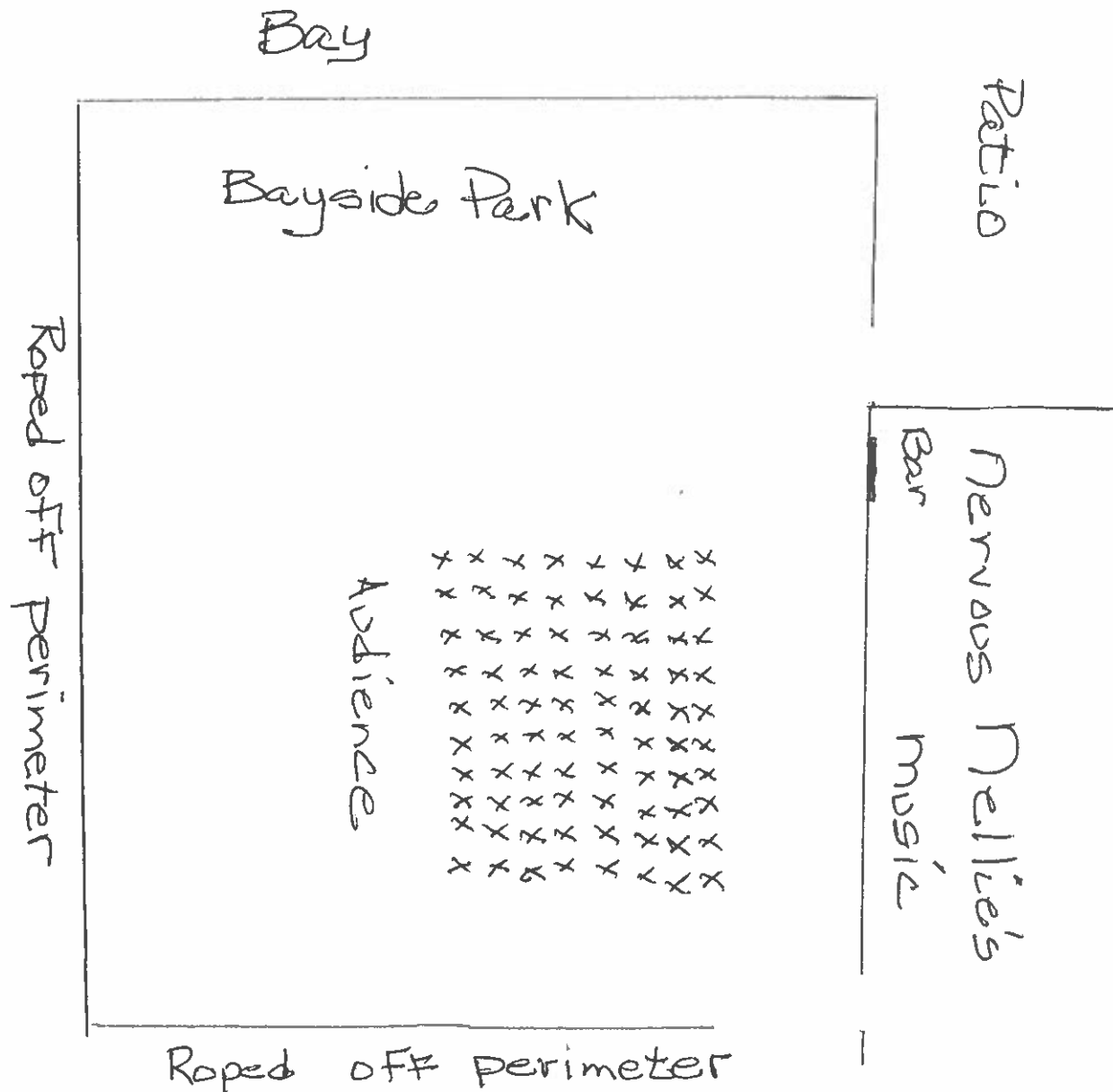


SECTION 6 - DESCRIPTION OF PREMISES TO BE LICENSED

Business Name (D/B/A)

- | | | | |
|----|------------------------------|--|--|
| 1. | Yes ☐ | No ☒ | Is the proposed premises movable or able to be moved? |
| 2. | Yes ☐ | No ☒ | Is there any access through the premises to any area over which you do not have dominion and control? |
| 3. | Yes ☐ | No ☒ | Are there more than 3 separate rooms or enclosures with permanent bars or counters? |
| 4. | Yes ☐ | No ☒ | Is the business located within a Specialty Center? If yes, check the applicable statute:
☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S. |

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



Date: July 6, 2021

To Property Owner

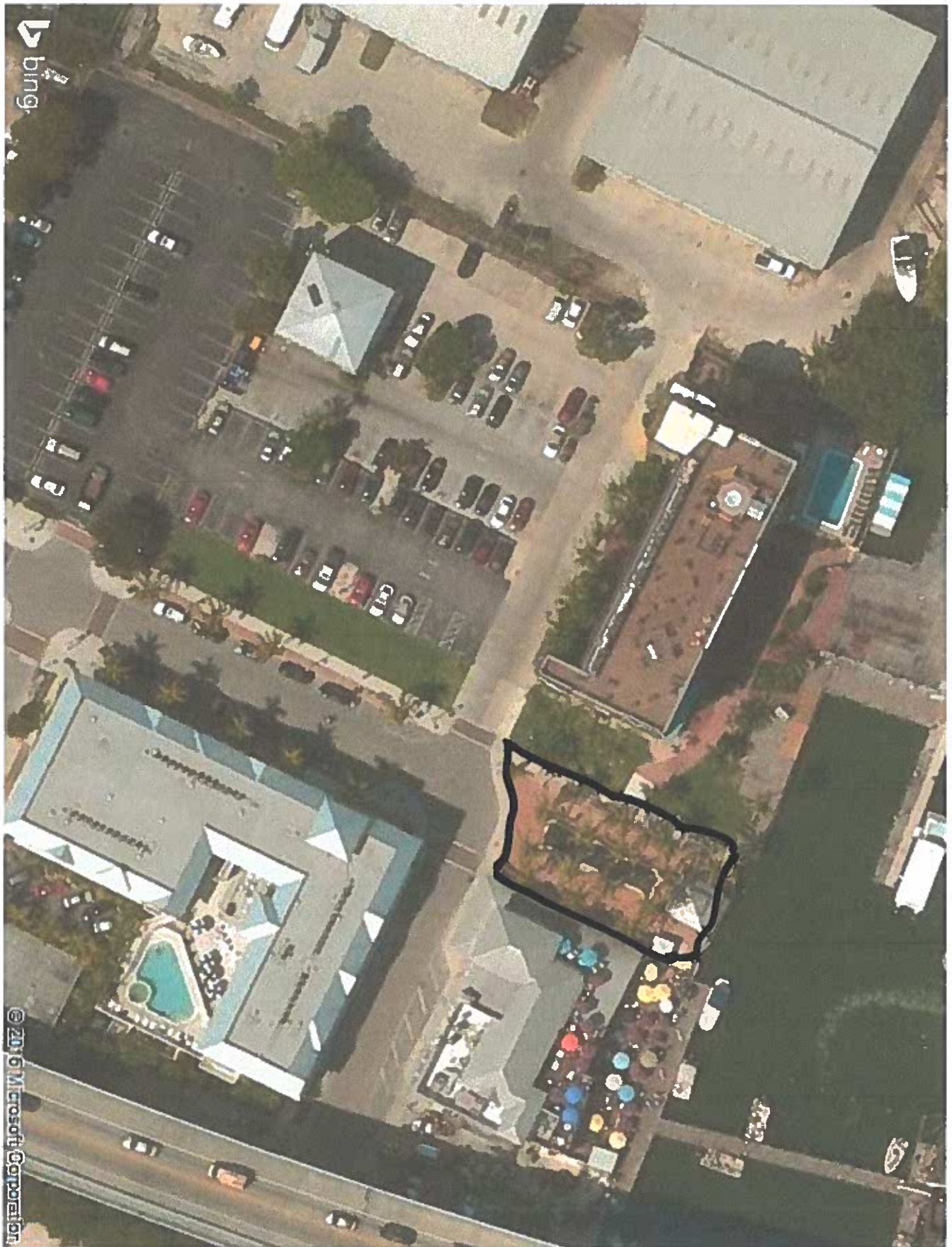
RE. Notification of amplified sound

This notice is to inform you of an upcoming special event to be held at Fountain Park and Nervous Nellie's. This event is the annual Fort Myers Beach Songwriters Festival Friday, September 24 from 6pm-10pm, Saturday September 25, from noon-10pm, and Sunday September 26 from noon-5pm.

Ordinance 16-03 Sec. 22-8 (13)

In instances when the sound emanating from a proposed special event is anticipated to exceed the limits established in Code 14-23, the applicant must provide proof of application for a waiver of relief from the maximum allowable noise levels in accordance with 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 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.

Please should you have any comments, questions or objections, please submit them in writing no later than August 1 to Town Manager, Town of Fort Myers Beach 2525 Estero Blvd. Fort Myers Beach, FL 33931. Thank you.





Lee County Property Appraiser

Kenneth M. Wilkinson, C.F.A.

GIS Department / Map Room

Phone: (239) 533-6159 • Fax: (239) 533-6159 • eMail: MapRoom@LeePA.org

VARIANCE REPORT

Date of Report: 2/9/2016 9:54:55 AM

Buffer Distance: 500 ft

Parcels Affected: 88

Subject Parcels: 24-46-23-W3-00004.0000

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
BARRIER ISLANDS MANAGEMENT LLC 16020 COOK RD FORT MYERS, FL 33908 ✓	24-46-23-W3-00026.0000 845 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	PAR LYING E OF SAN CARLOS BLVD DESC OR 1534/1849 LESS CONDOVC/E PARCEL
FREELAND GEORGE T 4830 GRIFFIN BLVD FORT MYERS, FL 33908 ✓	24-46-23-W3-00026.0020 450 HARBOR CT FORT MYERS BEACH FL 33931	PARL IN SE 1/4 SEC 24 TWP 46 RGE 23 DESC OR 1447 PG 1434
BARRIER ISLANDS MANAGEMENT LLC 16020 COOK RD FORT MYERS, FL 33908 ✓	24-46-23-W3-00026.0030 441/445 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BEG AT A CONC MONUMENT 3 FT SE OF SELY COR MATANZAS VIEW RUN N 65 DEG
FREELAND GEORGE T 4830 GRIFFIN BLVD FORT MYERS, FL 33908 ✓	24-46-23-W3-00027.0000 450 HARBOR CT FORT MYERS BEACH FL 33931	PARL IN SE 1/4 DESC OR 1858/ 2886+MATANZAS VIEW BLK B PBB40 PT LT 21 + SUB LAND
FIRST STREET RESTAURANTS INC 440 OLD SAN CARLOS BLVD FORT MYERS BEACH, FL 33931	24-46-23-W3-00201.0030 1026 SECOND ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 1 PB 9 PG 8 LOTS 3 + 4
ESTERO BAY HOTEL COMPANY 416 CRESCENT ST FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-00201.0070 1047/1049 SECOND ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 1 PB 9 PG 9 LOT 7 LESS R/W OR 2364/2893
HOUSEBOAT LLC 237 OLD SAN CARLOS BLVD FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-00202.0010 440 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 2 PB 9 PG 9 LOT 1
HOUSEBOAT LLC 237 OLD SAN CARLOS BLVD FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-00202.0020 430 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 2 PB 9 PG 9 LOT 2
HOUSEBOAT LLC 237 OLD SAN CARLOS BLVD FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-00202.0030 420 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 2 PB 9 PG 9 LOTS 3 4 6
NAPPO JOSEPH + CHRISTINE 45 SAGAMORE AV OCEANPORT, NJ 07757 ✓	24-46-23-W3-00202.0060 1011 THIRD ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 2 PB 9 PG 9 LOT 6
HOUSEBOAT LLC 237 OLD SAN CARLOS BLVD FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-00202.0090 1037/1039 THIRD ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 2 PB 9 PG 9 LOTS 9 + 10
3 SUNS MANAGEMENT LLC 1051 THIRD ST FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-00202.0110 1041 THIRD ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 2 PB 9 PG 9 LOT 11
3 SUN MANAGEMENT LLC 1051 THIRD ST FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-00202.0120 1051 THIRD ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 2 PB 9 PG 9 LOT 12 LESS OR 2326/0292
ESTERO BAY HOTEL COMPANY 416 CRESCENT ST FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-00202.0130 CORNER LOT FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 2 PB 9 PG 9 LOTS 13 + 14 LESS R/W OR 2311/2803
ESTERO BAY HOTEL COMPANY 416 CRESCENT ST FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-00202.0150 1042/1044 SECOND ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 2 PB 9 PG 9 LOT 16 LESS R/W OR 2311/2803

All data is current at time of printing and subject to change without notice.
THE INFORMATION CONTAINED IN THIS REPORT IS GOVERNED BY FLORIDA STATUTE 119.071
(GENERAL PROHIBITIONS FROM INSPECTION OR COPYING OF PUBLIC RECORDS).

OWNER NAME AND ADDRESS**STRAP AND LOCATION****LEGAL DESCRIPTION**

+ PIERHOUSE-FT MYERS BEACH LTD
1000 ESTERO BLVD
FORT MYERS BEACH, FL 33931 ✓

24-46-23-W3-00202.0180
1030 SECOND ST
FORT MYERS BEACH FL 33931

BUSINESS CENTER
BLK.2 PB 9 PG 9
LOT 18

HOUSEBOAT LLC
237 OLD SAN CARLOS BLVD
FORT MYERS BEACH, FL 33931 ✓

24-46-23-W3-00202.0190
1010 SECOND ST
FORT MYERS BEACH FL 33931

BUSINESS CENTER
BLK 2 PB 9 PG 9
LOT 19

+ SOB INC
240 OLD SAN CARLOS BLVD
FORT MYERS BEACH, FL 33931 ✓

24-46-23-W3-00203.0010
340 OLD SAN CARLOS BLVD
FORT MYERS BEACH FL 33931

BUSINESS CENTER
BLK.3 PB 9 PG 9
LOT 1

+ RICHARD JOHN W TR
237 OLD SAN CARLOS BLVD
FORT MYERS BEACH, FL 33931 U

24-46-23-W3-00203.0020
320 OLD SAN CARLOS BLVD
FORT MYERS BEACH FL 33931

BUSINESS CENTER
BLK 3 PB 9 PG 9
LOTS 2 THRU 6 + LTS 22 +23
+ POR OF VAC ST

+ LIGHTHOUSE ISLAND RESORT INC
1051 5TH ST
FORT MYERS BEACH, FL 33931 ✓

24-46-23-W3-00203.0100
1049 FOURTH ST
FORT MYERS BEACH FL 33931

BUSINESS CENTER
BLK 3 PB 9 PG 9
LOTS 10-13 + 16-18

LIGHTHOUSE ISLAND RESORT INC
1051 5TH ST
FORT MYERS BEACH, FL 33931 ✓

24-46-23-W3-00203.0190
1030 THIRD ST
FORT MYERS BEACH FL 33931

BUSINESS CENTER
BLK 3 PB 9 PG 9
LOT 19
LESS OR 3176 PG 330

TOWN OF FORT MYERS BEACH
PO BOX 3077
FORT MYERS BEACH, FL 33932 ✓

24-46-23-W3-00203.019A
THIRD ST
FORT MYERS BEACH FL 33931

BUSINESS CENTER
BLK 3 PB 9 PG 9
LOT 19 AS DESC IN OR 3176 PG 330
BLDG ASSESSED ON 24-46-23-W3-00203.0190 AS
INCOME PARCEL TILL 2008

+ FREEMAN WILLIAM T + COLLEEN C
15341 KILBIRNIE DR
FORT MYERS, FL 33912 ✓

24-46-23-W3-0030A.0010
401 OLD SAN CARLOS BLVD
FORT MYERS BEACH FL 33931

MATANZAS VIEW
BLK A PB 9 PG 40
LOT 1

FREEMAN WILLIAM T + COLLEEN C
15341 KILBIRNIE DR
FORT MYERS, FL 33912 ✓

24-46-23-W3-0030A.0020
939 THIRD ST
FORT MYERS BEACH FL 33931

MATANZAS VIEW
BLK A PB 9 PG 40
LOT 2

INTERNATIONAL CAPITAL
1336 BASSWOOD RD
SCHAUMBURG, IL 60173 ✓

24-46-23-W3-0030A.0030
935 THIRD ST
FORT MYERS BEACH FL 33931

MATANZAS VIEW
BLK A PB 9 PG 40
LOT 3

+ TURTURRO RACHEL M L/E
929 THIRD ST
FORT MYERS BEACH, FL 33931 ✓

24-46-23-W3-0030A.0040
929 THIRD ST
FORT MYERS BEACH FL 33931

MATANZAS VIEW
BLK.A PB 9 PG 40
LOT 4

+ HORN GWEN
923 THIRD ST APT A
FORT MYERS BEACH, FL 33931 ✓

24-46-23-W3-0030A.0050
923 THIRD ST
FORT MYERS BEACH FL 33931

MATANZAS VIEW
BLK A PB 9 PG 40
LOT 5

FREELAND GEORGE T
4830 GRIFFIN BLVD
FORT MYERS, FL 33908 ✓

24-46-23-W3-0030A.0110
438 BONITA ST
FORT MYERS BEACH FL 33931

MATANZAS VIEW
BLK A PB 9 PG 40
LOTS 11 + 12

+ RICHARD JOHN W TR
237 OLD SAN CARLOS BLVD
FORT MYERS BEACH, FL 33931

24-46-23-W3-0050A.0010
343 OLD SAN CARLOS BLVD
FORT MYERS BEACH FL 33931

ISLAND SHORES UNIT 2
BLK.A PB 9 PG 25
LOTS 1 + 2

BARRIER ISLANDS MANAGEMENT LLC
16020 COOK RD
FORT MYERS, FL 33908 ✓

24-46-23-W3-02800.0030
645 OLD SAN CARLOS BLVD #3
FORT MYERS BEACH FL 33931

MARINA VILLAGE AT SNUG
HARBOR CONDO (COMM UNIT)
OR 1637 PG 1387 UNIT 3

BARRIER ISLANDS MANAGEMENT LLC
16020 COOK RD
FORT MYERS, FL 33908 ✓

24-46-23-W3-02800.0040
645 OLD SAN CARLOS BLVD #4
FORT MYERS BEACH FL 33931

MARINA VILLAGE AT SNUG
HARBOR CONDO (COMM UNIT)
OR 1637 PG 1387 UNIT 4

BARRIER ISLANDS MANAGEMENT LLC
16020 COOK RD
FORT MYERS, FL 33908 ✓

24-46-23-W3-02800.0050
645 OLD SAN CARLOS BLVD #5
FORT MYERS BEACH FL 33931

MARINA VILLAGE AT SNUG
HARBOR CONDO (COMM UNIT)
OR 1637 PG 1387 UNIT 5

MARINA VILLAGE AT SNUG HARBOR
PO BOX 2430
FORT MYERS BEACH, FL 33932 ✓

24-46-23-W3-02800.00CE
OLD SAN CARLOS BLVD
FORT MYERS BEACH FL 33931

MARINA VILLAGE AT SNUG
HARBOR CONDO
COMMON ELEMENT PARCELS

MARINA VILLAGE AT SNUG HARBOR
645 OLD SAN CARLOS BLVD #2
FORT MYERS BEACH, FL 33931 ✓

24-46-23-W3-02800.02CE
645 OLD SAN CARLOS BLVD #2
FORT MYERS BEACH FL 33931

MARINA VILLAGE AT SNUG
HARBOR TIMESHARE
OR 1637 PG 1387 UNIT 2

MARINA VILLAGE AT SNUG HARBOR
645 OLD SAN CARLOS BLVD
FORT MYERS BEACH, FL 33931 ✓

24-46-23-W3-02800.3010
645 OLD SAN CARLOS BLVD
#301
FORT MYERS BEACH FL 33931

MARINA VILLAGE AT SNUG
HARBOR A TIME-SHARE OR 1637
PG 1387 UNITS 301-705
(30 UNITS)

All data is current at time of printing and subject to change without notice.

THE INFORMATION CONTAINED IN THIS REPORT IS GOVERNED BY FLORIDA STATUTE 119.071
(GENERAL EXEMPTIONS FROM INSPECTION OR COPYING OF PUBLIC RECORDS).

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
HARBOUR HOUSE AT THE INN ✓	24-46-23-W3-04200.00CE 450 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN DESC IN INST #2010000012068 COMMON ELEMENT
OBERG JAMES A + AMANDA A 13967 78TH ST NE HOOPLE, ND 58243 ✓	24-46-23-W3-04200.0201 450 OLD SAN CARLOS BLVD #201 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 201
OBERG JAMES A + AMANDA A 13967 78TH ST NE HOOPLE, ND 58243 ✓	24-46-23-W3-04200.0202 450 OLD SAN CARLOS BLVD #202 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 202
JENKINS FMB LLC 4407 SE 19TH PL CAPE CORAL, FL 33904 ✓	24-46-23-W3-04200.0203 450 OLD SAN CARLOS BLVD #203 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 203
JAGGR FLORIDA LP 235 EUGENIE ST W WINDSOR, ON N8X 2X7 CANADA ✓	24-46-23-W3-04200.0204 450 OLD SAN CARLOS BLVD #204 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 204
GHANEM GEORGE + ROSE 12891 TERABELLA WAY FORT MYERS, FL 33912 ✓	24-46-23-W3-04200.0205 450 OLD SAN CARLOS BLVD #205 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 205
BEACH AT HARBOUR HOUSE LLC 1101 JACKSON HOLE DR BLACKLICK, OH 43004 ✓	24-46-23-W3-04200.0206 450 OLD SAN CARLOS BLVD #206 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 206
STUDE INVESTMENTS LLC 483 LUNA BELLA LANE NEW SMYRNA BEACH, FL 32168 ✓	24-46-23-W3-04200.0207 450 OLD SAN CARLOS BLVD #207 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 207
WILHELM THOMAS D + LYNNE E N 1303 PALISADES DR APPLETON, WI 54915 ✓	24-46-23-W3-04200.0208 450 OLD SAN CARLOS BLVD #208 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 208
ADVANTAIRA TRUST LLC 4753 ESTERO BLVD #1103 FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-04200.0209 450 OLD SAN CARLOS BLVD #209 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 209
MOORE BOB D 128 FRONT ST RIPLEY, OH 45167 ✓	24-46-23-W3-04200.0210 450 OLD SAN CARLOS BLVD #210 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 210
BOND PHILIP J PERSONAL REP 10104 SUGAR MAPLE LANE FORT MYERS, FL 33913 ✓	24-46-23-W3-04200.0211 450 OLD SAN CARLOS BLVD #211 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 211
E + L HOMES LLC 6485 HIGHLAND RIDGE DR EAST LANSING, MI 48823 ✓	24-46-23-W3-04200.0212 450 OLD SAN CARLOS BLVD #212 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 212
BOWLING LARRY L + 1691 BATTLESBURG ST SE EAST SPARTA, OH 44626 ✓	24-46-23-W3-04200.0213 450 OLD SAN CARLOS BLVD #213 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 213
RUDNER BONNIE J + BERNARD B TR 417 NW 14TH ST CAPE CORAL, FL 33993 ✓	24-46-23-W3-04200.0214 450 OLD SAN CARLOS BLVD #214 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 214
SERRA LUIGI 6204 SIENA CRT NIAGARA FALLS, ON L2H 2T8 CANADA ✓	24-46-23-W3-04200.0215 450 OLD SAN CARLOS BLVD #215 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 215

ALL HARBOR HOUSE - DELIVERED

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION
BENNETT CHAD A + LINDY 306 APRICOT CT RICHMOND, KY 40475 ✓	24-46-23-W3-04200.0216 450 OLD SAN CARLOS BLVD #216 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 216
HARBOUR HOUSE AT THE INN 450 OLD SAN CARLOS BLVD FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-04200.0217 450 OLD SAN CARLOS BLVD #217 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 217
PROVENZANO FRANK R + KELLY L 2725 LOMBARDY CRES LASALLE, ON N9H 2L8 CANADA ✓	24-46-23-W3-04200.0301 450 OLD SAN CARLOS BLVD #301 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 301
SOLANS ENRIC + ANTOINETTE 1821 BOULDER DR MOUNT PROSPECT, IL 60056 ✓	24-46-23-W3-04200.0302 450 OLD SAN CARLOS BLVD #302 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 302
FINCH WADE J + REBECCA J 711 1ST AVE NW BRITT, IA 50423 ✓	24-46-23-W3-04200.0303 450 OLD SAN CARLOS BLVD #303 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 303
WEBER ROBERT + LINDA 798 CYPRESS LAKE CIR FORT MYERS, FL 33919 ✓	24-46-23-W3-04200.0304 450 OLD SAN CARLOS BLVD #304 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 304
KNISELY JAMES E + DEBRA M 3501 UNIVERSITY DR NE NEW PHILADELPHIA, OH 44663 ✓	24-46-23-W3-04200.0305 450 OLD SAN CARLOS BLVD #305 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 305
ADVANTAIRA TRUST LLC 914 MONTICELLO DR NAPERVILLE, IL 60563 ✓	24-46-23-W3-04200.0306 450 OLD SAN CARLOS BLVD #306 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 306
FINCH WADE J + REBECCA J 711 1ST AVE NW BRITT, IA 50423 ✓	24-46-23-W3-04200.0307 450 OLD SAN CARLOS BLVD #307 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 307
MYLES FLORIDA LLC 2194 LOCKLIN LN WEST BLOOMFIELD, MI 48324 ✓	24-46-23-W3-04200.0308 450 OLD SAN CARLOS BLVD #308 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 308
RUFENACHT RICHARD F TR W6379 WALD RD MONROE, WI 53566 ✓	24-46-23-W3-04200.0309 450 OLD SAN CARLOS BLVD #309 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 309
JAMIESON JAMES J + SHARON R 131 GULF ISLAND DR FORT MYERS BEACH, FL 33931 ✓	24-46-23-W3-04200.0310 450 OLD SAN CARLOS BLVD #310 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 310
CAMPBELL GORDON + PAULETTE 311 CAVENDISH DR ANCASTER, ON L9G 3Z1 CANADA ✓	24-46-23-W3-04200.0311 450 OLD SAN CARLOS BLVD #311 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 311
FRASCHETTI EDWARD TR 4358 KINGS FOREST BLVD RICHFIELD, OH 44286 ✓	24-46-23-W3-04200.0312 450 OLD SAN CARLOS BLVD #312 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 312
IMPACT USA INC 19540 PROGRESS DR STRONGSVILLE, OH 44149 ✓	24-46-23-W3-04200.0313 450 OLD SAN CARLOS BLVD #313 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 313
IMPACT USA INC 19540 PROGRESS DR STRONGSVILLE, OH 44149 ✓	24-46-23-W3-04200.0314 450 OLD SAN CARLOS BLVD #314 FORT MYERS BEACH FL 33931	HARBOUR HOUSE AT THE INN AS DESC IN INST #2010000012068 UNIT 314

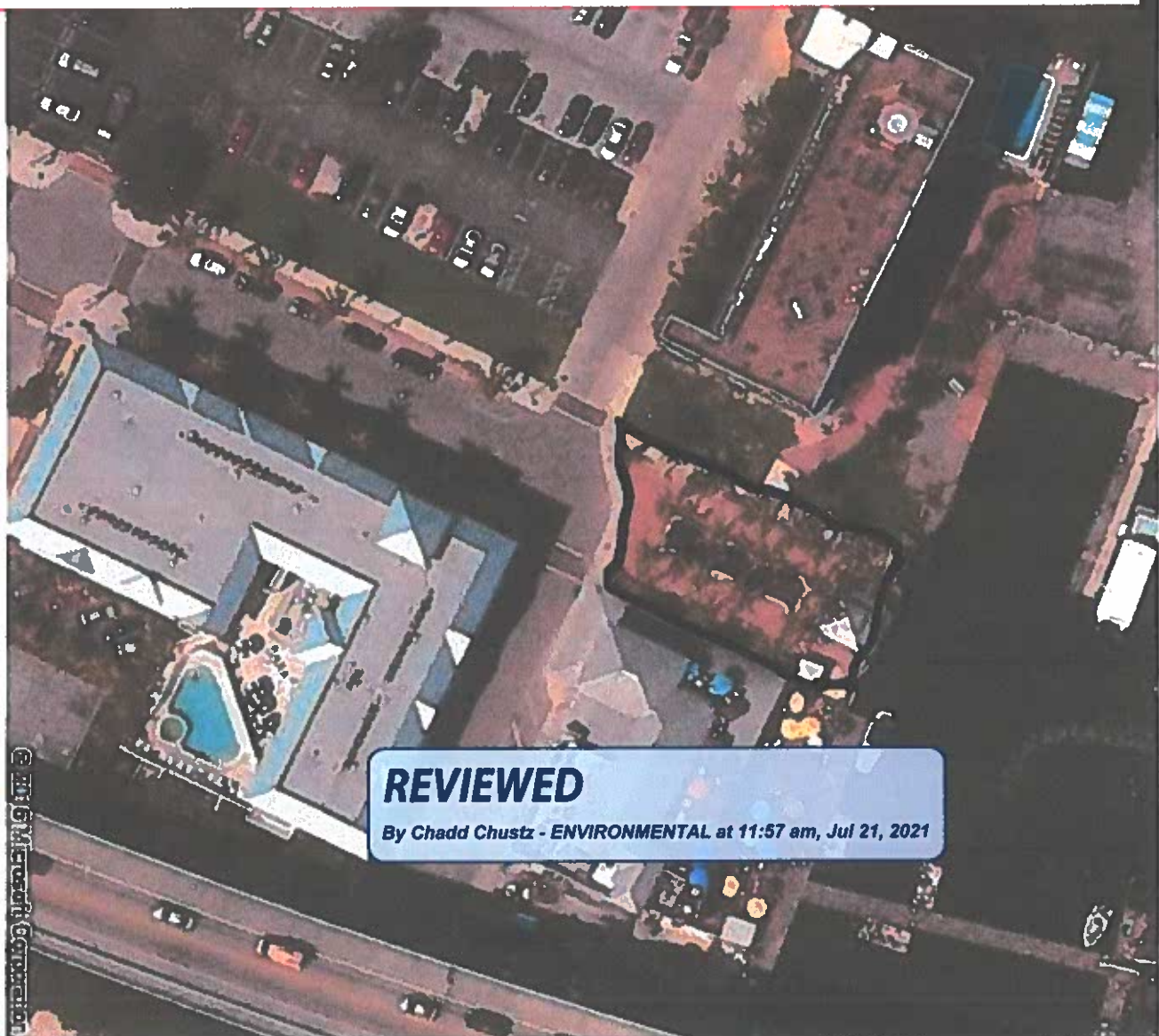
PERMIT CONDITIONS

Light visible, be it directly, indirectly, or cumulatively visible, from beach at night is NOT AUTHORIZED.

The event shall comply with the Town of Fort Myers Beach Ordinance & Land Development Code.

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.





:

Permit #: 211175

Permit Date: 07/09/2021

Review Date: 07/09/2021

Review Type: Public Works

Target Date: 07/16/2021

Scheduled Time: 00:00

Completed Date:

Description: No parking in town right of way.

Review Status: Approved

Assigned To: Martin Pitts

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Property Information

Parcel#: 244623W3000040000

OLD SEAPORT PLACE INC

1131 FIRST ST

Zoning: C-1**Lot:** 0000**Block:** 00004

OLD SEAPORT PLACE INC

489 MADISON CT

FORT MYERS BEACH, FL 33931

1. Requested Motion:

Meeting Date: August 16, 2021

Special Event- Santini Plaza Farmers Market.

Why the action is necessary:

Ord. 20-17 Sec.22-6 (2).

What the action accomplishes:

Allows for event to happen.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Ord. 20-17 Sec.22-6 (2).

4. Submitter of Information:

5. Background:

This event has been approved since 2016. Shop Local Productions is requesting to hold the event on Tuesday and Thursday's from 8 am to 1 pm. Beginning November 2, 2021 through May 31, 2022. Nothing has changed from previous years.

Attachments:

1. 211247 Santini Farmers Mkt App

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 - 8/10/2021
Approved - 8/10/2021
Approved - 8/11/2021
Approved - 8/11/2021
Final Approval - 8/11/2021



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

211247

Town of Fort Myers Beach

JUL 6 2021

Received by:

Name of event Santini Farmers Market

Attach separate sheet of paper with detailed description of event

Date(s) and times of event 8am-1pm Nov. 2,4,9,11,16,23,30. Dec. 2,7,9,14,16,21,23,28,30. Ja

Address of event 7205 Estero Blvd. FMB 33931

Expected # of participants/attendees 300

Sponsoring Organization Shop Local Productions

Organization address 19552 The Place Blvd. Estero, FL 33928

Contact Person/Phone# Linda Miller 239-289-3786

E-mail expo1@comcast.net

Amplified Music Y ☐ N ☒ 500 Ft Notifications _____ Copy of Letter Juan Costa

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

How many Spaces? 45 How many hours 5/day

Extension of Premises? Y ☐ N ☒ ABT Form _____ How many days? 60 (Over 3 days needs to go to Council)

Letters of Permission to use Property X

Letters of Permission to use Parking X Parking Plan X

Site Plan X Insurance X (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 Linda Miller

Printed Name Linda Miller

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

Applicant to Complete:

Company managing trash removal: Vendors remove trash

No. of dumpsters: 0 **Type of dumpsters:** 0

Who is responsible for clean-up and payment: Linda Miller of Shop Local Produc

City right-of-way Parking Use: NA **Number of spaces:** 0

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:** _____



Permit #: 211247

Permit Date: 07/21/2021

Review Date: 07/21/2021

Permit Type:

Review Type: Public Works

Target Date: 07/21/2021

Scheduled Time: 00:00

Completed Date:

Description:

Review Status: Approved

Assigned To: Martin Pitts

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

07/22/2021 No parking in town right of way.

Property Information

Parcel#: 034724W1000110000

WCSJR II CORPORATION

7205 ESTERO BLVD

Zoning: SANTINI**Lot:** 0000**Block:** 00011

WCSJR II CORPORATION

PO BOX 2630

WESTPORT, CT 6880



Permit #: 211247

Permit Date: 07/21/2021

Review Date: 07/21/2021

Permit Type:

Review Type: Environmental Review

Target Date: 07/21/2021

Scheduled Time: 00:00

Completed Date: 07/21/2021

Description:

Review Status: Reviewed w/ Conditions

Assigned To: Chadd Chustz

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

07/21/2021

PERMIT CONDITIONS

Not authorized at night (Sunset to Sunrise) during sea turtle nesting season (May 1 through October 31).

The event shall comply with the Town of Fort Myers Beach Ordinance & Land Development Code.

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#: 034724W1000110000

WCSJR II CORPORATION

7205 ESTERO BLVD

Zoning: SANTINI Lot: 0000 Block: 00011

WCSJR II CORPORATION

PO BOX 2630

WESTPORT, CT 6880

Uploaded Files

Date	File Name	Uploaded By
07/21/2021	9286949-Event ENV - Santini.pdf	Chadd Chustz

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:** 7/16/21

Turtle Time Inc.: Eve Haverfield

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

Turtle Season is May 1 through October 31

Turtle Time remarks: Not on Beach. Not at Night.

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

Santini

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?) 0

Fee: Invoiced

Flammable Vegetation: N/A

First Aid Equipment: N/A

Fire Extinguishing Equipment: Make sure food vendors have proper extinguishers

Special Arrangements: Maintain 20' Fire lanes

Ben Noell
Print Name

Ben Noell
Approval Signature

7/29/21
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: _____

Deputies (how many?) _____

Traffic Control: _____

Fees: _____

Special Arrangements: _____

Print Name

Approval Signature

Date



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931

Tel: (239) 765-0202 ext. 1303 * Fax: (239) 765-0909 Email: Permits@fimb.gov

Please forward the completed application and site plan along with each individual approval request to each identified agency below. Once completed return to Town Hall.

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

Jennie Cowart Tel (239) 344-5627 Fax (239) 412-0590 E-Mail: Jennifer.cowart@dep.state.fl.us

Comments: _____

Florida DEP Approval: _____ Date: _____

FMB Fire Department

Tel (239) 590-4205

Fax (239) 432-1554

100 Voorhis St. Fort Myers Beach, FL 33931

FMB Fire Comments:

Approval: _____ Date: _____

Lee County Sheriff's Department: Tel (239) 477-1830 Fax (239) 432-0268

15650 Pine Ridge Rd Fort Myers, FL 33908

Comments:

Parking in authorized areas only. Right-of-way should not be impeded.

Event traffic should not impede the normal flow of traffic. If it is found to, an extra duty detail may be needed to assist with traffic control at vendor's expense.

Approval: Lt. Steven J. Brady Date: 7-20-21

Santini Market Dates, Tuesdays and Thursdays, November 2021-May2022

November 2,4,9,11,16,18,23,30

December 2,7,9,14,16,21,23,28,30

January 4,6,11,13,18,20,25,27

February 1,3,8,10,15,17,22,24

March 1,3,8,10,15,17,22,24,29,31

April 5,7,12,14,19,21,26,28

May 3,5,10,12,17,19,24,26,31

60 days

Al Durrett
Santini Plaza
7205 Estero Blvd.
Fort Myers Beach, FL 33931
July 16, 2021

Patty Prevost
Permitting
City of Fort Myers Beach

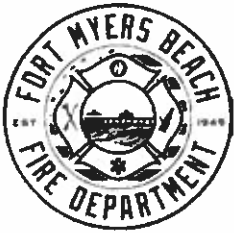
Dear Patty,

Please consider this my consent letter for the Santini Farmers Market, sponsored and managed by Linda Miller of Shop Local Productions, to use the parking lot from November 2021 through May, 2022.

Best regards,

Al Durrett

A handwritten signature in black ink, appearing to read 'Al Durrett', written over the printed name.



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: 07/16/21		Date of Event: Recurring Tuesdays & Thursdays Nov.2, 2021- May 31, 2022
Location: Santini Plaza 7205 Estero Blvd. Fort Myers Beach, FL 33931		
Event Start Date/Time: 8am		Event End Date/Time: 1pm
Setup Date:	Setup Time: 6am	Inspection Time:
Event Sponsor: Shop Local Productions		
Sponsor Contact: Linda Miller	Sponsor Phone #: 239-289-3786	Sponsor Email: expo1@comcast.net
Anticipated Number of Attendees: 300	Anticipated Number of Event Workers: 2	
Will there be carnival or mechanical rides: no	Number of Stages: none	
Total Number of Vendors: 45	Total Number of Hot Food Vendors: 2	
Number of Tents larger than 20 x 20: 0	Number of 10 x 10 Tents: 45	

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.

Juan Costa jacosta1068@gmail.com 239-200-8082, Axelle Bechu 941-210-1201 axelle.bechu@gmail.com,

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).

Linda Miller Submitting Party Name (Print) Linda Miller Submitting Party Name (Sign) Date: 7/16/21	Administrative Use Only Date Received: Received By: Fees Due: Paid: Forwarded for Review:
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2021

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com
INSURED Shop Local Productions 19552 The Place Blvd Estero, FL 33928	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	UDC-4544081-CGL-21	07/15/2021	07/15/2022	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					
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					GENERAL AGGREGATE \$ 2,000,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
	☐ 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				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						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 WCS JR II Corp 7205 Estero Blvd Fort Myers Beach FL 33931	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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	GENERAL AGGREGATE \$ 2,000,000					
						PRODUCTS - COMPIOP AGG \$ S/T Gen. Agg
						\$
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						\$
	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**CANCELLATION**Town of Fort Myers Beach
2525 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

TRUCK /
SERVICES

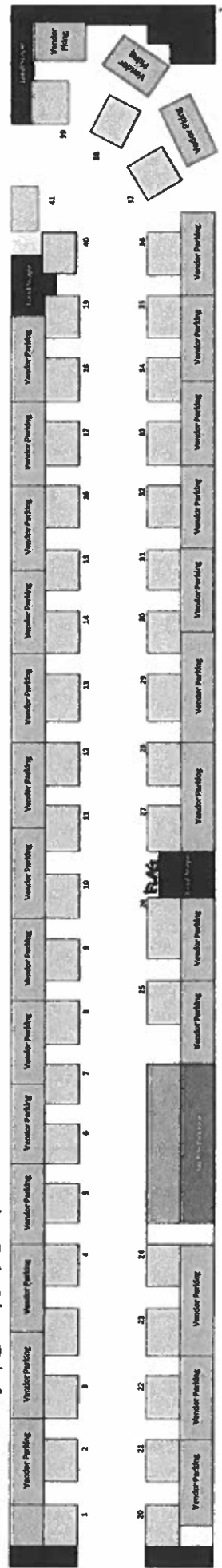
SANTINI FARMERS MARKET
TUESDAY AND THURSDAY

↑ FIRE ACCESS
← CUSTOMER PARKING →

FIRE
ENTRANCE

PORTAL

SOUTH ENTRANCE



ESTERO BLVD.

↑ MAIN ENTRANCE
↑ FIRE ENTRANCE

Santini Farmers Market Description
7205 Estero Blvd, Fort Myers Beach 33931
Sponsored by Shop Local Productions
41markets.com

Open Tuesdays and Thursdays November through May, 8am-1pm.

Mission:

To provide a positive community event for all ages to convene and to enjoy accessibility to healthy, unique foods, items and art. This event provides employment to over 40 families.

Description:

Voted by Locals "Neighborhood Favorite" on nextdoor.com consecutively every year since 2017, Santini Farmers Market began over 12 years ago. Over 20 websites are used to attract visitors to the markets and Fort Myers Beach including Google where this market gets 30K views per month during season.

Vendors include a few hot food vendors, cottage food products, local seafood, honey and produce, bakeries, coffee, guacamole, smoothies, nuts, healthy snacks, organic skincare, handmade jewelry and art. These niche items fill a void in FMB shopping. Contrary to common belief this market brings a lot of business to the shopping center and two of the tenants participate happily every year for last three years. Even 7/11 across the street has reported better sales on the days the market is open.

Per the American Independent Business Alliance the money made at local businesses pushes 80% back into our local economy unlike corporate businesses: <https://www.amiba.net/resources/multiplier-effect>

Set Up

Set up is 2 hours before opening and 1 hour after close. Vendors are responsible for removing all trash from location.

Volunteers:

The market has 2 managers with decades of retail management experience.

Superb Record:

In all of its history the market has had no emergencies, accidents or complaints.

Information:

Vendor Inquiries and more info can be found at 41markets.com



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
- ☒ 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.

1. **Requested Motion:**

Meeting Date: August 16, 2021

Special Event - Beach Baptist Farmer's Market

Why the action is necessary:

Ord. 20-17 Sec. 22-6 (2)

What the action accomplishes:

Allows for event to be held.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Ord. 20-17 Sec. 22-6 (2)

4. **Submitter of Information:**

5. **Background:**

The farmer's Market at the Beach Baptist Church has been approved since 2015. They are requesting approval to hold the event every Wednesday and Thursday beginning October 6, 2021 through May 27, 2022 from 8 am to 1 pm. Nothing has changed on this application from previous years.

Attachments:

1. 211245 Beach Baptist Farmers App

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 - 8/10/2021
Approved - 8/10/2021
Approved - 8/11/2021
Approved - 8/11/2021
Final Approval - 8/11/2021



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

211245

Town of Fort Myers Beach

JUL 16 2021

received by:

Name of event Beach Baptist Farmers Market

Attach separate sheet of paper with detailed description of event

Date(s) and times of event 8am-1pm Oct. 6,8,13,15,20,22,27,29. Nov. 3,5,10,12,17,19,24,26

Address of event 130 Connecticut St. FMB 33931

Expected # of participants/attendees 300

Sponsoring Organization Shop Local Productions

Organization address 19552 The Place Blvd. Estero, FL 33928

Contact Person/Phone# Linda Miller 239-289-3786

E-mail expo1@comcast.net

Amplified Music Y ☐ N ☒ 500 Ft Notifications _____ Copy of Letter Juan Acosta

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

How many Spaces? 45 How many hours 5/day

Extension of Premises? Y ☐ N ☒ ABT Form _____ How many days? 69 (Over 3 days needs to go to Council)

Letters of Permission to use Property x

Letters of Permission to use Parking x Parking Plan x

Site Plan x Insurance x (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 Linda Miller

Printed Name Linda Miller

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

Applicant to Complete:

Company managing trash removal: Vendors remove trash

No. of dumpsters: 0 **Type of dumpsters:** 0

Who is responsible for clean-up and payment: Linda Miller of Shop Local Produc

City right-of-way Parking Use: NA **Number of spaces:** 0

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:** _____



Permit #: 211245

Permit Date: 07/21/2021

Review Date: 07/21/2021

Permit Type:

Review Type: Public Works

Target Date: 07/23/2021

Scheduled Time: 00:00

Completed Date:

Description:

Review Status: Approved

Assigned To: Martin Pitts

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

07/22/2021 No parking in town right of way.

Property Information

Parcel#: 294624W1001510010

FIRST BAPTIST CHURCH OF FORT M

110-138 CONNECTICUT ST

Zoning: INLot: 0010Block: 00151

FIRST BAPTIST CHURCH OF FORT M

130 CONNECTICUT ST

FORT MYERS BEACH, FL 33931

Patty Prevost

From: Fort Myers Beach <wo@iworq.net>
Sent: Wednesday, July 21, 2021 11:13 AM
To: Patty Prevost
Subject: Fort Myers Beach Permit # 211245

ENV reviewed

Click [Here](#) to open review



Permit #: 211245

Permit Date: 07/21/2021

Review Date: 07/21/2021

Review Type: Environmental Review

Target Date: 07/23/2021

Scheduled Time: 00:00

Completed Date: 07/21/2021

Description:

Review Status: Reviewed w/ Conditions

Assigned To: Chadd Chustz

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

PERMIT CONDITIONS

Not authorized at night during sea turtle season (May-October).

The event shall comply with the Town of Fort Myers Beach Ordinance & Land Development Code. 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).

07/21/2021

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#: 294624W1001510010

FIRST BAPTIST CHURCH OF FORT M

FIRST BAPTIST CHURCH OF FORT M
110-138 CONNECTICUT ST
Zoning: INLot: 0010Block: 00151

130 CONNECTICUT ST
FORT MYERS BEACH, FL 33931

Uploaded Files

Date	File Name	Uploaded By
07/21/2021	9286687-Event ENV - 130 Connecticut.pdf	Chadd Chustz

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.

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:** 7/16/21

Turtle Time Inc.: Eve Haverfield

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

Turtle Season is May 1 through October 31

Turtle Time remarks: Not on Beach. Not at Night.

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

Beach Dept

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?) 0

Fee: Invited

Flammable Vegetation: N/A

First Aid Equipment: N/A

Fire Extinguishing Equipment: Make sure food vendors have proper Fire Extinguishers

Special Arrangements: _____

Maintain 20' Fire Lane

Ben Noell
Print Name

Ben Noell
Approval Signature

7/29/21
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: _____

Deputies (how many?) _____

Traffic Control: _____

Fees: _____

Special Arrangements: _____

Print Name

Approval Signature

Date



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931

Tel: (239) 765-0202 ext. 1303 * Fax: (239) 765-0909 Email: Permits@fmbgov.com

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FOR MAJOR EVENTS ONLY CONTACT

Jennie Cowart Tel (239) 344-5627 Fax (239) 412-0590 E-Mail: Jennifer.cowart@dep.state.fl.us

Comments: _____

Florida DEP Approval: _____ Date: _____

FMB Fire Department

Tel (239) 590-4205

Fax (239) 432-1554

100 Voorhis St. Fort Myers Beach, FL 33931

FMB Fire Comments:

Approval: _____ Date _____

Lee County Sheriff's Department: Tel (239) 477-1830 Fax (239) 432-0268

15650 Pine Ridge Rd Fort Myers, FL 33908

Comments:

Parking in authorized areas only. Right-of-way should not be impeded.

Event traffic should not impede the normal flow of traffic. If it is found to, an extra duty

detail may be needed to assist with traffic control at vendor's expense.

Approval: Lt. Steven J. Brady Date 7-20-21

Beach Baptist Market Dates, Wednesdays and Fridays, October 2021-May2022

October 6,8,13,15,20,22,27,29

November 3,5,10,12,17,19,24,26

December 1,3,8,10,15,17,22,24,29,31

January 5,7,12,14,19,21,26,28

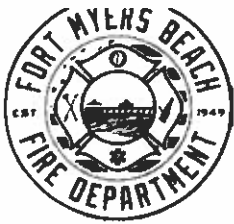
February 2,4,9,11,16,18,23,25

March 2,4,9,11,16,8,23,25,29,31

April 1,6,8,13,15,20,22,27,29

May 4,6,11,13,18,20,25,27

69 days



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

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Juan Acosta jacosta1068@gmail.com 239-200-8082, Billy Graham squeezers@yahoo.com 239-248-7583 Jean Bechu Axell.bechu@gmail.com 941-210-1201

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.

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Linda Miller Submitting Party Name (Print) Linda Miller Submitting Party Name (Sign) Date: 7/16/21	Administrative Use Only Date Received: Received By: Fees Due: Forwarded for Review:
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DATE (MM/DD/YYYY)

07/16/2021

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C No. Ext): (888) 202-3007	FAX (A/C No):
INSURED Shop Local Productions 19552 The Place Blvd Estero, FL 33928	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	UDC-4544081-CGL-21	07/15/2021	07/15/2022	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 \$ S/T Gen. Agg
						\$
	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? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐
						E.I. EACH ACCIDENT \$
						E.I. DISEASE - EA EMPLOYEE \$
						E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Beach Baptist Church 130 Connecticut St 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2021

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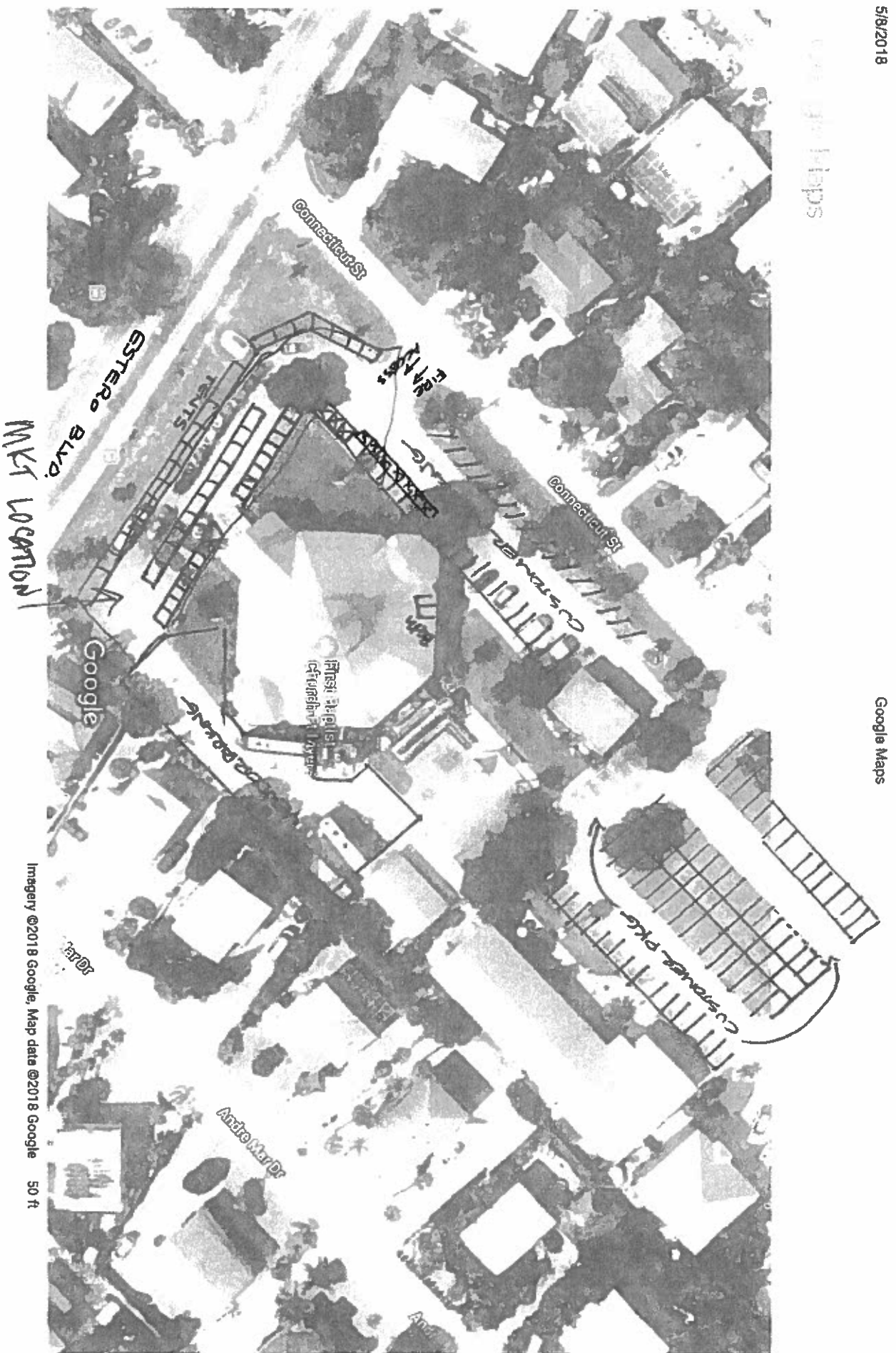
CERTIFICATE HOLDER**CANCELLATION**Town of Fort Myers Beach
2525 Estero Blvd
Fort Myers Beach FL 33931

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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Google Maps



Beach Baptist Church
& Retreat Center
www.beachbaptist.org



July 19, 2021

Town of Fort Myers Beach

We hereby authorize the use of our parking lot for the Farmer's Market, tent setup, customer parking and bathroom use for the dates of October 6, 2021 through May 27, 2022 every Wednesday and Friday from 8AM to 1PM.

If you have any questions please call our office.

Sincerely,

Shawn Critser

**K. Shawn Critser
Pastor**

/jn

**First Baptist Church
130 Connecticut Street, Fort Myers Beach, FL 33931
Tel 239-463-6452 Fax 239-463-1753
office@beachbaptist.org**

Beach Baptist Farmers Market Description
130 Connecticut Street, Fort Myers Beach 33931
Sponsored by Shop Local Productions
41markets.com

Open Wednesdays and Fridays October through May, 8am-1pm.

Mission:

To provide a positive community event for all ages to convene and to enjoy accessibility to healthy, unique foods, items and art. This event provides employment to over 40 families while also supporting Church Mission Work, the only one in the area to do so.

Description:

Voted by Locals "Neighborhood Favorite" on nextdoor.com consecutively every year since 2017, Beach Baptist Farmers Market began in 2015 and was immediately supported by locals and visitors alike. The majority of customers visit via foot or bike, although the campus boasts ample parking. Over 20 websites are used to attract visitors to the markets and Fort Myers Beach including Google where this market gets 30K views per month during season.

Vendors include a few hot food vendors, cottage food products, local seafood, honey and produce, bakeries, coffee, guacamole, smoothies, nuts, healthy snacks, organic skincare, clothing, handmade jewelry and art. These niche items fill a void in FMB shopping.

Per the American Independent Business Alliance the money made at local businesses pushes 80% back into our local economy unlike corporate businesses: <https://www.amiba.net/resources/multiplier-effect>

Set Up

Set up is 2 hours before opening and 1 hour after close. Vendors are responsible for removing all trash from location.

Volunteers:

The market has 2-3 parking attendants and 2 managers with decades of retail management experience.

Superb Record:

In all of its history the market has had no emergencies, accidents or complaints.

Information:

Vendor Inquiries and more info can be found at 41markets.com