



Fort Myers Beach Town Council

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

Agenda

Thursday, September 9, 2021

5:01 PM

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 16, 2021 Town Council meeting

IX. CONSENT AGENDA

A. Donation to Marine Resources Task Force (MRTF)

Accept the Fort Myers Beach Community Foundation donation to the Town of Fort Myers Beach in the amount of \$1,000 for use by the Marine Resources Task Force (MRTF) for their pop-up booth program.

B. ITB-21-16-PW Bayside Park Improvements

Authorize the Town Manager or designee to negotiate a best and final contract with Wright Construction for proposed improvements at Bayside Park.

C. Estero Bay Hotel Company Sidewalk/Utility Easement

Approve and accept the Sidewalk and Utility Easement from Estero Bay Hotel Company in accordance with their approved Master Concept Plan and authorize the execution of easement.

D. Managed IT Services

Authorize the Town Manager to execute an agreement with Softrim, LLC

as an emergency procurement as provided for in Section 2-480(d)(1) of the Town Code.

X. PUBLIC HEARINGS

A. Resolution 21-34, Setting Proposed Millage Rate for FY 21-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE PROPOSED AD VALOREM MILLAGE RATE FOR THE TOWN OF FORT MYERS BEACH, FLORIDA FOR FISCAL YEAR 2021-2022 COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR THE GENERAL FUND; SETTING THE SECOND AND FINAL BUDGET ADOPTION PUBLIC HEARING FOR THURSDAY SEPTEMBER 16, 2021 AT 5:01 P.M.; AND PROVIDING AN EFFECTIVE DATE.

B. Resolution 21-41; Tentative FY 2021-2022 Budget

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2021-2022 COMMENCING OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022; SETTING THE SECOND AND FINAL BUDGET ADOPTION PUBLIC HEARING FOR THURSDAY SEPTEMBER 16, 2021 AT 5:01 P.M.; AND PROVIDING FOR AN EFFECTIVE DATE

XI. ADMINISTRATIVE AGENDA

A. Resolution 21-40; Funding Request to FDEP for Estero Island Shore Protection Project

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AUTHORIZING TOWN STAFF TO SUBMIT A FUNDING REQUEST TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE ESTERO ISLAND SHORE PROTECTION PROJECT; SEEK ADDITIONAL GRANT FUNDING FROM THE TOURIST DEVELOPMENT COUNCIL; AND AUTHORIZING LOCAL MATCHING FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Lobbyist Ronald L. Book, P.A. Contract Renewal

Authorize the Town Manager to renew and execute an agreement in the amount of \$45,000 with the Town's State Lobbyist, Ronald L. Book, P.A.

C. FY22 Community Development Employment Agreements

Approve four contractual Employee Agreements for FY2022 in the areas of Environmental Services, Planning/Zoning, Building Services, and Community Development Administration, together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, and authorize the Town Manager to execute the Agreements on behalf of the Town.

XII. FINAL PUBLIC COMMENT

XIII. TOWN MANAGER'S ITEMS

- A. 1054 Fifth Street Property License Agreement
Approval of a License Agreement with the Lee County Sheriff's Office for the use of the property located at 1054 Fifth Street (former Ocean Jewels property) as a community outreach center.

XIV. TOWN ATTORNEY'S ITEMS

XV. COUNCILMEMBERS ITEMS AND REPORTS

- A. Resolution 21-42; Zoning In Progress
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, INVOKING ZONING IN PROGRESS; DECLARING THE TOWN IS CONSIDERING AMENDING ITS LAND DEVELOPMENT CODE BY ADOPTING REGULATIONS LIMITING THE SIZE OF SINGLE-FAMILY HOMES BUILT ON ONE OR MORE LOTS ASSEMBLED FOR THAT PURPOSE; AND PROVIDING FOR AN EFFECTIVE DATE.
- B. Updated Town Council Policies and Procedures
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING UPDATED TOWN COUNCIL POLICIES AND PROCEDURES MANUAL; AND PROVIDING AN EFFECTIVE DATE

XVI. ADJOURNMENT

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

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

	For special accommodations, please notify the Town Clerk's Office at least 72 hours in advance. (239) 765-0202		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the Town Clerk's Office.
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In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Board's proceedings should contact the Town Clerk's Office not later than three days prior to the proceedings.



Fort Myers Beach Town Council

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

Minutes

Monday, August 16, 2021

9:00 AM

ORDER OF BUSINESS

FINAL

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

Elliott Kresse of Ajax Paving stated the signalized project was starting today at Times Square. He requested that the town allow them to perform flagging operations between 6:00 a.m. and 9:00 a.m. He also requested that the noise ordinance be relaxed while they were working.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Allers noted that Fire Chief Love might be leaving, and thanked him for his service. He congratulated TPI for the groundbreaking on Friday and thanked the Council Members who approved the project.

Vice Mayor Hosafros thanked the community for the back-to-school bash at Beach Baptist Church, sponsored by the Beach Ministerial Association. She thanked the Community Foundation and Kiwanis for sending volunteers and contributions.

Council Member Atterholt noted it was unique and special that the TPI developer lived in the community. He congratulated the Torgerson family for their dedication and passion for the community. He thanked everyone involved with the project. Council Member Veach echoed previous comments regarding TPI. He acknowledged the peak of turtle nesting season and thanked volunteers. He reminded people to fill holes and turn their lights off.

Mayor Murphy agreed with all the TPI comments. He hoped that the contractors and sub-contractors would have an accident-free project.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS

Marine Resources Task Force (MRTF) Member Mary Rose Spalletta reported that MRTF was charged with discussing the lighting project and the beach obstructions. She described the meetings with the Town's lighting consultant and noted that MRTF had objections. She indicated that Town Lighting was inaccurate regarding the benchmark cases presented. She stated not one stakeholder requested a dual-lighting fixture, yet Town Lighting was focused on that source. MRTF Member Spalletta stated that they could not find any data that showed amber lights were not safe. She noted that Town Lighting continued to push a dual-source light. She reported that the FDOT (Florida Department of Transportation) approved the use and safety of amber lighting and it was recommended for all areas of wildlife concern. MRTF requested that Town Lighting stop using the word "safer" when describing white light fixtures.

She described examples of a community using amber lights and a community that had to dim their bright white lights. The dual lighting source was not approved or commercially available. MRTF recommended that the town reject the dual light source recommendation and encouraged the Council to request that Town Lighting move forward with installing the amber light year-round.

MRTF discussed Ordinance 21-03 regarding beach obstructions and recommended that the storage site plans be reassessed. They supported 21-03 and suggested creating frontal dunes on properties so equipment could be stored behind them.

VIII. APPROVAL OF MINUTES

A. August 2, 2021 Town Council meeting

Modifications: Council Member Hosafros expressed disappointment that the massive house on near Aberdeen was not on the agenda.

Council Member Allers encouraged people to ~~support~~ contact Colonel Kelly regarding the 10-year Okeechobee plan...

Vice Mayor Hosafros moved to approve the minutes with the modifications; second by Council Member Atterholt.

Motion carried unanimously.

B. August 5, 2021 Management & Planning Session

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

Motion carried unanimously.

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.

Town Manager Hernstadt reviewed the background of the issue and the reason for the request.

Town Attorney Herin, Jr. swore in those providing testimony for this item and item B.

LeeTran Director Robert Codie thanked Fort Myers Beach on behalf of Lee County and LeeTran. He indicated they were expanding their services to help mitigate traffic congestion. He described how they reduced traffic flow on the north end of the island. He noted they continued to work on a dedicated transit lane to ease the pressure on Estero Blvd., but the infrastructure made it challenging. Director Codie stated that the tram route and time frame were restricted due to the grant funding. He indicated that changes outside the scope of the grant would come at a cost.

No public comment.

Vice Mayor Hosafros moved to approve the temporary use application; second by Council Member Veach.

Motion carried unanimously.

B. Resolution 21-39; VAR20210033 - 101 Gulf Drive

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

Ex parte communications: Council Member Allers disclosed a drive-by. No disclosures by other Council Members.

Rick Dobbs, owner, stated that the LPA (Local Planning Agency) approved their request with conditions. He described his property lot and noted he received support from one of his neighbors but did not know the neighbor on the other side.

Assistant Community Development Director Carl Benge utilized PowerPoint for his presentation. Slides included: LPA Recommendations; Staff Findings and Recommendations; Property Information and Variance Request.

Assistant Director Benge stated the five-foot fence did not create visibility obstructions.

No public comment.

Council Member Veach moved to approve the variance with the recommendations and conditions by staff and the variance met the

requirements of the town development plan and the LDC; second by Vice Mayor Hosafros.

Motion carried unanimously.

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.

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

Motion carried unanimously.

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.

Vice Mayor Hosafros moved to approve the repairs; second by Council Member Atterholt.

Motion carried unanimously.

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 10pm and September 26 from noon until 5 pm.

Town Manager Hernstadt stated that the event would not interfere with improvements to the park. Council Member Veach questioned whether there was a limit to the noise level. Town Manager Hernstadt replied that a complete noise waiver was requested. The bar would be set up on Nervous Nellies property and the neighbors would receive notice of the event.

Council Member Atterholt moved to approve the special event permits for the rental of Bayside Park during the Island Hopper Songwriting Festival; second by Council Member Allers.

Motion carried unanimously.

D. Special Event- Santini Plaza Farmers Market

Special Event- Santini Plaza Farmers Market.

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

Motion carried unanimously.

E. Special Event- Beach Baptist Farmer's Market

Special Event - Beach Baptist Farmer's Market

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

Motion carried unanimously.

XI. FINAL PUBLIC COMMENT

No public comment.

XII. TOWN MANAGER'S ITEMS

Town Manager Hernstadt reported the cost of installing cameras in town would be presented at the September meeting. He noted they were researching the difference between the noise generated by gas and electric leaf blowers. He has not received suggested changes from the Town Square Merchants yet regarding the rental of right of way in the square, but he expected information soon. He indicated that they would be speaking with the FDOT concerning the project at the base of the bridge. Town Manager Hernstadt revealed that the bridge might be more deteriorated than originally thought, but he hoped FDOT would move forward with the project on both sides of the bridge while assessing the condition. He stated that they were discussing the property on Virginia St. with the gentleman who requested information at the last meeting and would keep Council posted. He commented that Town Lighting would make their presentation at the September 16, 2021, M&P Session.

XIII. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. reported that the trial court ruled in favor of the town regarding the Jamison case. It was expected that Mr. Jamison would appeal the adverse rulings against him to the Second District Court of Appeals, but Town Attorney Herin, Jr. was hopeful that the town would be successful. Discussion was held regarding the possible outcomes of the appeal.

The 1st Amendment case brought forward by Mr. LaCroix was denied and appealed. An injunction prevented him from being able to carry signs but not the bull horn. All briefs were filed, and the town was waiting for the ruling.

Vice Mayor Hosafros questioned whether they could formalize zoning in progress today regarding single-family residences on multiple lots. Town Attorney Herin, Jr. replied affirmatively and stated that new development applications would be subject to new regulations. Mayor Murphy was hesitant about voting on it until the public had a chance for input. Vice Mayor Hosafros replied that the public was on notice since it was discussed at a prior meeting. Mayor Murphy stated that it should be on the agenda according to policies and procedures, but Vice Mayor Hosafros disagreed and noted they just voted on an item that was not on the agenda. Council Member Atterholt requested the language of the motion put forth by Vice Mayor Hosafros. Town Attorney Herin, Jr. explained the legal difference between a moratorium and zoning in progress.

Vice Mayor Hosafros stated that her question to the Town Attorney was her motion and it had to do with single-family residential properties that were being built across multiple lots. She added that it did not involve commercial development. Town Manager Hernstadt explained the process if they did nothing today. The item would be discussed at an M&P, then go to the LPA and finally, two public hearings. He noted it might be November or December before new regulations were adopted. Applications submitted in the meantime would be put on hold until regulations were adopted. Town Manager Hernstadt added that if they voted for zoning in progress today, they could undo it at their next meeting.

Vice Mayor Hosafros moved to formalize zoning in progress regarding single-family residences being built across multiple lots.

Council Member Atterholt felt it would be helpful to include specific language in the agenda for the next meeting. He thought they had an obligation to give notice to the public for transparency and a broader buy-in.

Council Member Veach seconded the motion for discussion. He did not think it was that urgent and would prefer that they draw up specifics before voting.

The motion failed 4-1 with Mayor Murphy and Council Members dissenting. Town Manager Hernstadt will add the item to the next agenda.

XIV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Veach questioned whether Council would support the agreement with FGCU (Florida Gulf Coast University) to allow students to receive credit for their involvement with Town educational pop-ups. Town Attorney Herin, Jr. noted that the agreement did not include an indemnification clause. He indicated that he would contact FGCU regarding the issue.

Council Member Veach moved to allow the Town Attorney to modify the document and for the Town Manager to execute the agreement; second by Council Member Atterholt.

The motion carried 4-1 with Mayor Murphy dissenting.

Council Member Veach stated that MRTF requested that they direct Town Lighting to limit their options due to a potential conflict of interest with the dual-source lighting. Vice Mayor Hosafros was not comfortable with limiting their options at this point. Town Manager Hernstadt explained the scope of existing work with Town Lighting.

No items from other members.

XV. ADJOURNMENT

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

Motion carried unanimously.

The meeting was adjourned at 10:48 a.m.

1. Requested Motion:

Meeting Date: September 9, 2021

Accept the Fort Myers Beach Community Foundation donation to the Town of Fort Myers Beach in the amount of \$1,000 for use by the Marine Resources Task Force (MRTF) for their pop-up booth program.

Why the action is necessary:

Town Council formally accepts the donation

What the action accomplishes:

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

The Fort Myers Beach Community Foundation's mission is to empower its members and community by encouraging philanthropy to improve the overall quality of life on Fort Myers Beach, responding to the emerging needs of the community by providing support for education, health and welfare, and the preservation of our natural environment. This donation is a result of the generosity of many individuals and companies who support Fort Myers Beach.

Attachments:

1. MRTF Pop-Up

Financial Impact:

6. Alternative Action

7. Management Recommendations:

8. Recommended Approval:

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

Created/Initiated - 8/26/2021
Approved - 9/2/2021
Final Approval - 9/3/2021



Town of Fort Myers Beach

AUG 9 2021

Received by: _____

Fort Myers Beach Community Foundation
P.O. Box 2834
Fort Myers Beach FL 33932
www.fmbcommunityfoundation.com

August 4, 2021

Dear Town of Fort Myers Beach,

The Fort Myers Beach Community Foundation is pleased to present your organization a donation of \$1,000 for Marine Resources Task Force Pop-Up.

This donation is a result of the generosity of many individuals and companies who support Fort Myers Beach. The Fort Myers Beach Community Foundation's mission is to empower our members and our community by encouraging philanthropy to improve the overall quality of life on Fort Myers Beach. We respond to the changing and emerging needs of our community by providing support for education, health and welfare, and the preservation of our natural environment.

Thank you for all you do for the Fort Myers Beach community and we are honored that we could help you further support your mission.

Sincerely,

Robin Bush
Treasurer

This is a donation to the MRTF advisory committee and should be in a separate account to be used specifically for MRTF

Let me know if you have any questions

The Fort Myers Beach Community Foundation is a non-profit organization under Internal Revenue Code Section 501(c)(3). Your donation may be tax deductible. For your benefit and as required by law, we state that the Ft. Myers Beach Community Foundation did not provide any goods or services in consideration, in whole or in part, for this contribution.

1. Requested Motion:

Meeting Date: September 9, 2021

Authorize the Town Manager or designee to negotiate a best and final contract with Wright Construction for proposed improvements at Bayside Park.

Why the action is necessary:

To allow the Town Manager to apply value engineering to the proposed Bayside Park improvements and negotiate a best and final contract with Wright Construction, the only bidder in response ITB-21-16 Bayside Park Improvements.

What the action accomplishes:

Authorizes the Town Manager to further negotiate a contract with Wright Construction and bring back the finalized contract to the Town Council for its approval.

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

ITB-21-16-PW was issued and properly advertised on April 15, 2021 for the Bayside Park Improvements project. Bids were due by May 26, 2021. The ITB resulted in 1 submittal in the amount of \$1,448,955. This bid amount was offered by Wright Construction, which has indicated an interest to further negotiate the cost proposal.

Attachments:

1. Bayside Park Improvements_Bid Package
2. Bayside - VE Opportunities

Financial Impact:

The funding source for the project is Fund 41, Community Enhancement Fund.

6. Alternative Action

Approve/Deny Bid

7. Management Recommendations:

Negotiate with Wright Construction and bring the finalized contract back to Town Council at a future meeting.

8. Recommended Approval:

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

Created/Initiated - 8/31/2021
Approved - 8/31/2021
Approved - 9/2/2021
Approved - 9/2/2021
Final Approval - 9/3/2021



PART D
BIDDER SUBMITTAL CHECKLIST

THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE BIDDER IN PREPARING A COMPLETED BID SUBMITTAL

IMPORTANT: Please read carefully and follow each item.

Please check off each of the following items as the necessary action is completed:

- ☒ 1. No. FMB:003 Official Bid Form, pg. D-2, insert firm name at the bottom of the page
- ☒ 2. Signed copy of each addendum, if any.
- ☒ 3. No. FMB:003 Official Bid Form, pg. D-3, insert Project Cost and any Alternates (if required)
- ☒ 4. No. FMB:003 Official Bid Form, pg. D-5, all addenda issued, if any, have been acknowledged. (*If a replacement proposal bid form or bid schedule page was issued with any addenda, replacement page is used for submitting a bid)
- ☒ 5. No. FMB:003 Official Bid Form, pg. D-5, substantial and final completion days inserted (if required)
- ☒ 6. No. FMB:003 Official Bid Form, pg. D-6, has been properly signed with the corporate seal (if applicable). Attested to by the Secretary.
- ☒ 7. No. FMB:001 Bid Bond / Cashier's Check/Certified Check have been submitted with the bid in the amount indicated
- ☒ 8. No. FMB:003 Official Bid Form, Bid Schedules & Disk (if applicable), have been properly completed, unit price extensions and totals have been checked for accuracy
- ☒ 9. Any other submittals required in Part B, "Legal Notice to Bidders, Paragraph 3. Submittal of Bids."
- ☒ 10. Erasures or other changes made to the bid have been initialed by the person signing the bid
- ☐ 11. No. FMB:004 Contractor's Qualification Questionnaire (properly completed, signed and notarized)
- ☒ 12. No. FMB:005 Schedule D, DBE Participation form; completed and signed or good faith documentation. (when applicable)
- ☐ 13. Proof of a "Good Faith Effort" in attempting to obtain DBE's for this project. (If subcontractors will be used and no DBE's are listed on Schedule D.) (when applicable)
- ☒ 15. No. FMB:019 Public Entities Crime Form
- ☒ 16. No. FMB:021 Non-Collusion Affidavit
- ☒ 17. No. FMB:022 Trench Safety Affidavit (when applicable)
- ☒ 18. No. FMB:024 List of Sub Contractors
- ☒ 19. No. FMB:023 Material Manufacturers
- ☒ 20. No. FMB:100 Affidavit Certification Immigration Laws (Signed and notarized)
- ☒ 21. All required documents submitted (1 original and 1 PDF on disc or flashdrive)
- ☒ 22. Bid properly sealed in an envelope and marked "Sealed Bid", bidders name; project name; solicitation number; date and time of opening



TOWN of FORT MYERS BEACH

BID NO. ITB-21-18-PW

PART D
FMB:003 - OFFICIAL BID FORM
(1 of 5 Pages)

FOR

Bayside Park Improvements
ITB-21-18-PW

Bids are to be submitted by

7/19/2021@ 2:00 P.M. EST,

to:

TOWN OF FORT MYERS BEACH
TOWN HALL
2525 ESTERO BOULEVARD
FORT MYERS BEACH, FL 33931

BID OPENING:

LOCATION: Council Chambers
2525 Estero Blvd.
FORT MYERS BEACH, FL 33931

7/19/2021 @ 2:15 P.M. EST

TOWN COUNCIL FORT MYERS BEACH
LEE COUNTY, FLORIDA

BIDDER: Wright Construction Group, Inc.
(Individual or Firm Name)



ADDENDUM TO CONTRACT DOCUMENTS

ITB-21-18-PW

Addendum No.: 1

CONTRACT/PROJECT NAME: Bayside Park Improvements

DATE OF ISSUE: June 23, 2021

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

CLARIFICATION/ADDITIONS

1. **Additional bid specifications and drawings not included in the Specifications document originally posted for Bayside Park Improvements are both attached to this Addendum and posted on DemandStar. These documents include Architecture, Electrical, Structural, and Construction Plans.**
2. **The following clause is to be included as part of the ITB documents, and the Construction Contract Draft Agreement as required by Florida Legislature:**
 - a. *As a condition precedent to entering into this AGREEMENT*, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

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

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

QUESTIONS

The following questions were received via email:

Q: "I've downloaded the documents on Demandstar for the Bayside Park Improvements, but I am not seeing the project plans."

A: **Please see Clarification/Additions Item #1. Additional documents are attached and published.**

Please Print _____

Wright Construction Group 239 481-5000

Company Name & Phone Number

[Signature]

Signature

Jason Freeman, Contracts Manager
bids@fmbgov.com
239-765-0202 ext. 1401



ADDENDUM TO CONTRACT DOCUMENTS

ITB-21-18-PW

Addendum No.: 2

CONTRACT/PROJECT NAME: Bayside Park Improvements

DATE OF ISSUE: July 14, 2021

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

CLARIFICATION

The following structural plan sheets are to be substituted with the plan sheets included in Addendum #1: S001, S101, S102, S500 and S501. The sheets to replace are attached to this addendum as Attachment A.

NON-MANDATORY PRE-BID MEETING

Minutes for the June 29, 2021, Non-Mandatory Pre-Bid Meeting are attached to this addendum as Attachment B.

QUESTIONS

The following questions were received email:

Q: "On sheet S001 there is reference to a geotechnical report by ECS Florida, LLC project number 60:1220 dated April 30,2020 for 16 inch augercast piles. Could you please provide me with this report?"

A: **Geotechnical Report is attached to this addendum as Attachment C.**

Q: "What are the type S1 fixtures on drawing E2?"

A: **See attached revised plan for S1 as Attachment D.**

Q: "Provide section detail at ramp on structural drawings with the sizes of footings, slabs and rebar."

A: **See SK-1 (Attachment E).**

Q: "Provide structural details, foundations for seat wall on D4/HS-02. Existing detail says 'see structural' but no details appear on structural drawings."

A: **See SK-2 (Attachment E).**

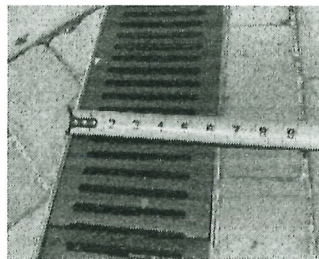
- Q: "Details A3 & D4/A201 show a slab overhang with drip edge at the edge of the stage. These details are not shown on the structural drawings. Please provide additional structural information."
- A: **See SK-3 (Attachment E).**
- Q: "Provide a final design or material allowance amount for the custom grates detail D9/HS-03."
- A: **The Town of Fort Myers Beach will provide these custom grates. Please omit from bid tabulation.**
- Q: "Please provide a specification for the existing trench drain. Replacing the exiting drains may be necessary."
- A: **The construction documents show the existing trench drain is to remain. Should replacement of the existing trench drains become necessary during construction, the design team will work with the contractor to develop a solution and handle with a change order.**
- Q: "On C6.0, there is a conflict with an existing forcemain and one of the future veterans monuments. Please advise on how to resolve."
- A: **Monuments are shown for reference only. Final design and installation is by others and not included in this contract.**
- Q: "Where is the work to stop at the veterans monuments?"
- A: **Monuments are shown for reference only. Final design and installation is by others and not included in this contract.**
- Q: "Please provide information for column types C1 and C2 (S101)"
- A: **See detail 7/S500 for more information for column type C1. Column type C2 are the veterans monuments by others.**
- Q: Provide an auger cast piling depth to bid for the project. The drawings and geotechnical report do not give a clear answer in regards to a defined depth.
- A: **See detail 7/S500 for more information for column type C1. Column type C2 are the veterans monuments by others.**
- Q: Please confirm that light "LD" noted on sheet E2 is the same light specified as "LC" on the fixture schedule on E4.
- A: **LD is the bench tape light noted as Type LC on lighting fixture schedule.**
- Q: What is the size of the vault to be demolished under the pavilion?
- A: **The vault is approximately 5' x 6'.**
- Q: What is contained in the vault to be salvaged?
- A: **The vault contains fountain pump equipment and other related appurtenances.**

Q There is currently a staging area for another project under the bridge between Crescent/San Carlos and 2nd/3rd. Will there be an area similar to this where we can stage for this project?

A: **The Town will work with the contractor to establish a staging area for the project.**

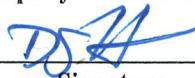
Q The existing trench drain grate is 6" but the specified replacement (ON4-24102HP) is a 4" grate. Provide correct specification for replacement grates. Picture of existing grate is attached for reference.

A: **The Town of Fort Myers Beach will provide these custom grates. Please omit from bid tabulation.**



Please Print DUSTIN HEATH 239 . 481. 8000

Company Name & Phone Number


Signature

Jason Freeman, Contracts Manager
bids@fmbgov.com
239-765-0202 ext. 1401



PART D
FMB:003 - OFFICIAL BID FORM
(2 of 5 Pages)

7/19/2021
(DATE)

2:00 P.M. EST
(TIME)

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

1. ATTENTION: BIDS WILL ONLY BE CONSIDERED FROM THOSE BIDDERS WHO HAVE OBTAINED THESE CONTRACT DOCUMENTS DIRECTLY FROM THE TOWN
2. The Undersigned, hereinafter called "BIDDER", having visited the site of the proposed project and having become familiar with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and having fulfilled their requirements as well as the Bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

Bayside Park improvements
ITB-21-18-PW

in full accordance with the drawings and specifications prepared in accordance with the Town's Advertisement for Bids, Instruction to Bidders, Construction Contract and all other documents related thereto on file with Town of Fort Myers Beach, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:



**SCHEDULE OF VALUES
TOWN OF FORT MYERS BEACH
BAYSIDE PARK IMPROVEMENTS**

SCHEDULE OF VALUES TOWN OF FORT MYERS BEACH BAYSIDE PARK IMPROVEMENTS					
ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Cost
1	Mobilization (<5%)	5%	LS		68,986
2	Performance, Payment, and Maintenance Bond Premiums and Insurance	1%	LS		13,797
3	Field Layout and As Builts (1%)	1%	LS		13,797
	ARCHITECTURAL				
A1	Permit Fees & Inspections	1	LS	9,177.30	9,177
A2	Quality Control - Lab Testing	1	LS	13,352.41	13,352
A3	Site Demolition	7200	SF	11.52	82,950
A4	Structure Demolition	160	SF	54.19	8,671
A5	Concrete Pads	18.0	EA	16,388.87	295,000
A6	Concrete Masonry	78	EA	936.90	73,079
A7	General - Metals	1	LS	-	-
A8	Structural Steel	490	SF	225.44	110,468
A9	Metal Decking	490	SF	93.65	45,887
A10	Metal Fabrications	32	LF	793.10	25,379
A11	General Carpentry	1	LS	-	-
A12	Rigid Insulation	490	SF	-	-
A13	Metal Roofing	490	LS	47.02	23,042
A14	Access Doors	2	LS	-	-
A15	Concrete Sailing	490	SF	56.88	27,872
A16	Painting	6,860	SF	1.03	7,070
A17	General Electrical	1	LS	71,543.00	71,543
A18	Soil Treatments	490	SF	1.16	567
	LANDSCAPE				
L1	Decorative Concrete (Shell Broadcast) (allow for replacement of existing damaged)	1,100	SF	17.30	19,034
L2	Decorative Pavers (Sand Set Clay)	1,900	SF	12.67	24,069
L3	Artificial Turf	2,127	SF	15.06	32,030
L4	4" Fine Aggregate	24	CY	-	-
L5	6" Drainfield Gravel with filter fabric	35	CY	-	-
L6	Benches	4	EA	4,982.25	19,929
L7	Trash & Recycle Receptacle	2	EA	4,671.36	9,343
L8	Bike Rack	2	EA	634.48	1,269
L9	Barrier Free Water Fountain	1	EA	16,711.75	16,712
L10	Tree Grates	8	EA	56.65	453
L11	Trench Drain Grates	200	LF	3.40	680
L12	Concrete Seat Wall W/ Stone Cladding	37	LF	558.54	20,666
L13	Pole Lights (Dual Board/Banner/Outlet)	5	EA	3,432.99	17,165
L14	Controller (allow for coordination)	1	EA	37,281.37	37,281
L15	Well Light (LV)	16	EA	2,716.23	43,460



L16	Shade Sail Column Light (LV)	10	EA	1,193.84	11,430
L17	Linear LED Seat Wall Light	37	LF	61.79	11,938
L18	Spec. Tree Up Light	2	EA	985.14	2,286
L19	Electrical Conduit	400	LF	4.93	1,970
L20	Controller (allow)	1	EA	-	
L21	Spec. Gumbo Limbo Tree	1	EA	2,522.06	2,522
L22	Coconut Palm	2	EA	6,118.20	12,236
L23	Native Grasses	77	EA	20.39	1,570
L24	Rain Garden Substrate	30	CY	90.00	2,700
L25	Coconut Fiber Slope Mat	690	SF	1.07	736
L26	Root Barrier. 24" Depth, .024" Min Thickness	150	LF	47.48	7,122
L27	Root Barrier. 36" Depth, .024" Min Thickness	55	LF	69.71	3,834
L28	Whole Shell Mulch 1CF Bags	160	EA	28.89	4,623
L29	Irrigation	1	LS	11,273.35	11,273
	UTILITY				
U1	16" Tapping Sleeve and Valve	2	EA	39,742.50	79,485
U2	16" DIP Water Main Open Cut Including 4 45 Degree Elbows	45	LF	816.40	36,738
U3	16" DIP Caps	2	EA	2,388.72	4,777
U4	Remove 16" DIP	40	LF	177.68	7,107
U5	3/4" SCH80 PVC	120	LF	72.08	8,650
U6	1" SCH80 PVC	5	LF	136.01	680
U7	1.5" SCH80 PVC	10	LF	110.80	1,108
U8	Backflow Preventer	2	EA	2,991.75	5,984
U9	3/4" Gate Valve	1	EA	544.45	544
U10	2" Conduit	100	LF	79.28	7,928
	Subtotal				
4	Demobilization (Project Closeout)	5%	LS		20,000
5	Contingency	5%	LS		68,986
		Total:	\$	1,448,955	
#1 BID ALTERNATE	Coconut Palm	6	EA		23,000
#2 BID ALTERNATE	Replace Artificial Turf for Decorative Pavers (Sand Set Clay)	2127	SF		

3. The BIDDER hereby agrees that:

- (a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the bidder has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.



- (b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the TOWN in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Construction Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Construction Bond shall be in the amount of one hundred percent (100%) of the accepted bid amount. The BIDDER shall, at the time the Contract is executed, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of breach of any of the agreements of this proposal, the bid security shall be forfeited.



TOWN of FORT MYERS BEACH
PART D
FMB:003 - OFFICIAL BID FORM
(4 of 5 Pages)

BID NO. ITB-21-18-PW

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. 1 Dated: 6/23/2021

Addendum No. _____ Dated _____

Addendum No. 2 Dated: 7/14/2021

Addendum No. _____ Dated _____

5. If awarded this construction contract, the BIDDER agrees to complete the work covered by this contract as follows:

- (a) Substantially complete in 180 consecutive calendar days from date of Official Notice to Proceed.
- (b) Final completion in 210 consecutive calendar days from the date of Official Notice to Proceed.

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the TOWN, also that no head of any department or employee therein, or any officer of Fort Myers Beach, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other bidder, or to secure any advantage against the TOWN or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.



PART D
FMB:003 - OFFICIAL BID FORM
(5 of 5 Pages)

7. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this documents. The BIDDER further agrees to hold harmless, defend and indemnify the TOWN and its agents for any losses, including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

Fred Edman
(Name of License Holder)

P05000013433
(State Certificate No.)

9802719 Lee County
Business Tax Receipt No. (Specify jurisdiction)

CGC 053444
(State Registration No.)

In witness whereof, the BIDDER has hereunto set its signature and affixed its seal this
20th day of July, 2020.
2021

Fred Edman

By: Printed

By: Signature

TITLE: President

Wright Construction Group, Inc.

Company Name

5811 Youngquist Rd.

Mailing Address

Fort Myers, FL 33912

City, State, and Zip

Fred Edman

Contact Person

fred.edman@wcgfl.com

E-mail / Contact Person

(239) 481-5000

Telephone Number

(239) 481-2448

Fax Number

ATTEST:

(Seal)

Secretary



TOWN of FORT MYERS BEACH

BID NO. ITB-21-18-PW

PART D
FMB:001 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Wright Construction Group, Inc. as Principal, and
(BIDDER'S Name)

Western Surety Company a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto TOWN OF FORT MYERS BEACH TOWN COUNCIL, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,

in the SUM OF \$ Five Percent of Amount Bid (5%)

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 19th day of July, 2021

WHEREAS, said Principal is herewith submitting a Bid Proposal for the construction of:

Bayside Park Improvements
ITB-21-18-PW

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Construction Bond from a Surety acceptable to the TOWN and provide other Insurance as may be required to the TOWN within such time period as the TOWN may allow, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said TOWN in money the difference between the amount of the Bid of said Principal and the amount for which said TOWN may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said TOWN if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal

Brian S...

By: Witness Signature

Wright Construction Group, Inc. (SEAL)

Principal

Paul M...

(SEAL)

Witness as to Surety

Rita Lazarides

By: Witness Signature

Western Surety Company

Surety's Name

Kevin R. Wojtowicz

Rita Lazarides, Witness

By: As-Attorney-in-Fact, Surety Kevin R. Wojtowicz

Affix Corporate Seals and attach proper Power of Attorney for Surety.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Laura D Mosholder, Charles J Nielson, D A Belis, Brett M Rosenhaus, Kevin R Wojtowicz, Charles D Nielson, David R Hoover, Daniel F Oaks, Individually

of Miami Lakes, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of July, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(1 of 7 Pages)

BID NO. ITB-21-18-PW

THIS FORM MUST BE ON FILE WITH TOWN OF FORT MYERS BEACH, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931, AND BE CURRENT WITHIN TWELVE (12) CALENDAR MONTHS OR COMPLETED AND SUBMITTED WITH THIS BID PACKAGE. ANY CHANGES WHICH AFFECT THE ORGANIZATIONAL STRUCTURE, QUALIFICATIONS OR LICENSES SHALL BE REPORTED IMMEDIATELY TO THE TOWN. FAILURE TO UPDATE CHANGES WHICH MAY AFFECT THE CONTRACTOR RESPONSIBILITY MAY BE GROUNDS FOR THE CONTRACTOR TO BE DECLARED NOT A RESPONSIBLE CONTRACTOR FOR THIS BID OR FUTURE BIDS WITH TOWN OF FORT MYERS BEACH.

Submitted By: Fred Edman

☒ CORPORATION - Date of Incorporation: 1/26/2005 State of Florida
Incorporation: _____

If Out of State Corporation, currently authorized to do business in Florida,
give date of such authorization: _____

☐ PARTNERSHIP - Date of Organization: _____ Nature of Partnership: General ☐
Limited ☐
Association ☐

☐ INDIVIDUAL - Name and Address of Owner _____

☐ JOINT VENTURE - Between _____
Name Title
And _____
Name Title
Date of Agreement _____

☒ OTHER - Explain _____

Parent Company Office Address (if any): _____

Principal Office Address: 5811 Youngquist Rd. Fort Myers, FL 33912

Name of Project (if applicable): _____

Person to Contact: Fred Edman

Title: President Telephone No.: 239-481-5000



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(2 of 7 Pages)

BID NO. ITB-21-18-PW

Type of Work (file separate form FMB:004 for each classification of work):

The signee of this questionnaire guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by the Town of Fort Myers Beach deemed necessary by the Town to verify the statements made in this application or regarding the standing and general reputation of the Bidder.

1. How many years has your organization been in business as a _____ Contractor under your present name?

75 Years

2. Under what other or former names has your organization operated?

N/A

3. List below your organizations Officers, Owners or Partners:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION
Fred Edman	President	5811 Youngquist Rd. Fort Myers, FL 33912	2001
Andy Powell	Vice-President	5811 Youngquist Rd. Fort Myers, FL 33912	2006
Mitch Bueltel	Treasurer	5811 Youngquist Rd. Fort Myers, FL 33912	2006



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(3 of 7 Pages)

BID NO. ITB-21-18-PW

4. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable:

JURISDICTION	TRADE	STATE CERT. NO.	TOWN'S COMP. NO.	STATE REG. NO.	TOWN'S OCC. LIC. NO.	STATE PERMIT	EXPIRE DATE
State of FL	GC	CG053444					8/31/2022
City of Fort Myers	GC				BUS202-00889		9/30/2021
State of FL	GC	P05000013433					12/31/2021
Lee County	GC	CG053444			9802719		9/30/2021

5. List jurisdictions in which your organization's partnership or trade name is filed:

N/A - no additional trade name

6. If the answer to any of the questions below is YES, please attach details. Reference sheets to question number.

6.1 Has your organization ever failed to complete any work awarded to it?

YES ☐ NO ☒

See Sheet No. _____

6.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

YES ☐ NO ☒

See Sheet No. _____

6.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five (5) years?

YES ☐ NO ☒

See Sheet No. _____

7. Has any Officer or Partner of your organization ever failed to complete a construction contract handled in his own name or as a qualifier for another?

YES ☐ NO ☒

If so, state the name of the individual, name of owner, when, where, and the reason therefore:

8. Has any Officer or Partner of your organization ever been as Officer or Partner of some other organization that failed to complete a construction project?

YES ☐ NO ☒

If so, state the name of the individual, other organization, when, where and the reason therefore:



PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(4 of 7 Pages)

9. Has your organization ever been refused registration by a Federal, State or Municipal Agency as a Pre-qualified Bidder or Qualified Bidder for construction contracts? YES ☐ NO ☒
- If so, for what type of work? _____
- Give details and reason: _____
10. Give below any information which would indicate the size and capacity of your organization, including the number of permanent employees engaged in estimating, purchasing, expediting, detailing and engineering, field supervision, field engineering and layout:
- 47 employees, 4 estimators, 18 superintendents, 13 project managers
(use extension sheet if necessary and reference sheet number herein: _____)
11. Attach resumes of key personnel, including superintendents for field management. The resumes shall include the following information:
- 11.1 Name and present position or capacity
- 11.2 Years of construction experience, type of work, position or capacity and cost range
Years of related construction experience, type of work, position or capacity and cost
- 11.3 range
- 11.4 Brief education and professional registrations
12. List of type of work normally provided by your own work forces:
- Construction management including estimating project management and field supervision.
13. Indicate type of contracting undertaken by your organization and number of years experience:
- As General Contractor 75 Years Construction Management Type
- As Sub-Contractor _____ Years _____ Type
14. Attach the prime construction contracts your organization has underway on this date 7/21/2021
- The list shall include the following information:* (reference sheet numbers herein: 14)
- 14.1 Project Title and Location
- 14.2 Contractor or Sub-Contractor
- 14.3 Contract Amount and Date of Contract
- 14.4 Percent of Project Constructed by Sub-Contractors
- 14.5 Percent Complete
- 14.5 Project Manager or Superintendent
- 14.6 Required Completion Date
- 14.7 Name, Address and Telephone Number of Owner
- 14.8 Designing Architect/Engineer and Address



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(5 of 7 Pages)

BID NO. ITB-21-18-PW

15. Attach a list of the no fewer than five (5) prime construction contracts involving marine construction, including seawall construction and dune walkover/handicap accessible ramps, completed in the past five (5) years by your organization.

The list shall include the following information: (reference sheet numbers herein: 15)

- 15.1 Project Title, Location, and Brief Description of Work Performed
- 15.2 Contractor or Sub-Contractor
- 15.3 Contract Amount and Date of Contract
- 15.4 Percent of Project Constructed by Sub-Contractors
- 15.5 Date Complete
- 15.6 Project Manager or Superintendent
- 15.7 Required Completion Date
- 15.8 **Name, Address and Telephone Number of Owner**
- 15.9 Designing Architect/Engineer and Address

16. Attach any construction contracts your organization has contracted with Town of Fort Myers Beach that are either underway or completed.

The list shall include the following information: (reference sheet numbers herein: 16)

- 16.1 Project Title and Location
- 16.2 Contractor or Sub-Contractor
- 16.3 Original Contract Amount and Date
- 16.4 Final Contract Amount
- 16.5 Percent of Project Constructed by Sub-Contractors
- 16.6 Project Manager or Superintendent
- 16.7 Required Completion Date
- 16.8 **Name, Address and Telephone Number of Owner**
- 16.9 Town Sponsoring Department



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(6 of 7 Pages)

BID NO. ITB-21-18-PW

17. If General Contractor, list one or more of the following subcontractors who have been associated with you on any of the projects listed above:

SUB-CONTRACTOR (Name and Address)

17.1 Carpentry

17.2 Structural

17.3 Hardware

17.4 Three (3) other major subcontractors:

18. List below the name of the bonding companies you use for construction project and the name, address and telephone number of your agent:

Nilsson Bonds, Kevin Wojtowicz - 1126 Central Ave. Tampa, FL 1 800-965-9597

19. List no less than three (3) and preferably five (5) financial references:
See attached.



TOWN of FORT MYERS BEACH
PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(7 of 7 Pages)

BID NO. ITB-21-18-PW

20. What is the largest contract (dollar cost) ever performed by your organization?
70 million

21. What is the dollar value of the largest project you consider your organization is qualified to undertake?
100 million

Dated at 9:35 am this 21st day of July 2021

Wright Construction Group, Inc.
Name of Organization

BY:

President

Title of Person Signing

(if Corporation Affix Corporate Seal)

STATE OF Florida
COUNTY
OF Lee

The foregoing instrument was signed and acknowledged before me this 21st day of July, 2020,1

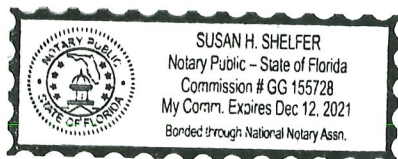
by Fred Edman who has produced
(Print or Type Name)

personally known as identification.
(Type of Identification and Number)

Susan H. Shelfer
Notary Public Signature

Susan H. Shelfer
Printed Name of Notary Public

Notary Commission Number/Expiration





Scott Loiacano — Project Executive

INDUSTRY EXPERIENCE: 20 | YEARS AT WRIGHT: 20

Scott has 20 years of experience in construction management at Wright Construction. He is responsible for overall project management including: creating and updating project schedules, overseeing all document controls, coordinating project meetings, maintaining a relationship with the project architect and owner, managing all office support personnel and field supervision, handling all financial aspects of the project (contracts, change orders, purchase orders, monthly billings) and supervising the overall success of a project. Scott has extensive experience working with governmental agencies and also Varco Pruden Metal Structures.

FGCU Alico Arena (Phase I and II)

Phase I - Improvements were made to a 15-year-old facility in order to elevate FGCU to the standards of other Division I programs in the nation. The new construction included an 11,000 SF addition to the existing arena for the new academic center and expanded sports medicine area. *Lee County, FL*

Phase II - The 10,000 SF Alico Arena strength and training facility was completely renovated by Wright Construction. The renovation included the removal of interior walls to provide flexibility for use and easy rearrangements of sports training equipment. The renovation also included a makeover of the multiple coach offices, complete with new finishes. *Lee County, FL*

FGCU Cohen Center Addition

A 6,500 SF Multipurpose Room was constructed on top of the existing and operating bookstore. Detailed planning was required to maintain weather-tightness during the construction process. The multipurpose room included LVT flooring, LED lighting, and an independent HVAC system complete with controls. All infrastructure was provided for FGCU to install their specific AV and sound systems. 380 SF of storage was provided for chairs and tables so that the multipurpose room could be set up for banquets, lectures, public speakers, and other various events. A covered patio deck was included to provide an outdoor seating area for students. *Lee County, FL*

Florida Gulf Coast University Continuing Service Projects (Partial List)

- WGPU Broadcast Tower Renovation
- Swanson Stadium Renovation
- Student Union Ballroom Revisions
- Family Resource Center Canopy Addition Design/Build
- Art Complex Canopy Addition Design/Build
- Holmes Hall Construction Methods Lab

Poinciana Elementary School HVAC & Interior Renovation

This project required a renovation of the entrance of the elementary school to create a single point of entry. Construction work included standing seam roofing, canopy, flooring, signage, permanent wall lights, finishes, painting, storefront doors, and extensive civil site work. A completely new HVAC (chiller) with electricity and piping was required and installed. *Collier County, FL*

The School District of Collier County Continuing Service Contract (partial list)

- Pine Ridge Middle School HVAC & Interior Renovation
- Immokalee High School Softball Replacement
- Immokalee High School Paint Repaint
- Immokalee High School Press Box and Concession Stand
- Big Cypress Elementary School Turn Lanes and Bus Loop Pick-up/Drop Off
- Immokalee Middle School Cooler Replacement

EDUCATION

Auburn University - Auburn, AL

B.S., Building Construction

CREDENTIALS

- LEED Accredited Professional BD &C
- Associate Constructor, AIC Constructor Certification Commission
- Varco Pruden - VP Command Level 1 & 2 Certification
- 30 Hour OSHA Occupational Safety & Health Training
- FL Stormwater, Erosion & Sedimentation Control Inspector Training
- Hazard Communication Training
- Safe-Site Certified - Aerial Lift Operation
- Fall Protection, Basic Excavation, Scaffolding, Stairways, and Ladders
- American Road & Transportation Builders Association Scheduling Academy Training

MEMBERSHIPS

- Past President, current member of the Florida South West Chapter, CSI
- Leadership Lee County Graduate
- Leadership Hendry & Glades



CHRIS HUNT — Assistant Project Manager

INDUSTRY EXPERIENCE: 21 | YEARS AT WRIGHT: 2

Chris is responsible for the overall Project Management including subcontractor relations, creating and updating project schedules, document control, coordinating and running project meetings, cost control and monthly billings, quality control, and maintaining a relationship with the project Design Professional and Lee County. Chris recently completed the 12 Million dollar Caloosa Sound/Edwards Drive project for The City of Fort Myers and Mainsail Development.

RELEVANT EXPERIENCE

Florida DMS Continuing Services Project

- Atrium Leak Repairs, Fort Myers Regional Service Center
- Parking Garage Repairs
- South Bay Kitchen Floor Renovation
- Fire Alarm Upgrades
-

Caloosa Sound Convention Center

Wright Construction performed a 72,000 SF renovation to the original facility built in 1991. The project included extensive demolition of interior spaces to add a new connection to the adjacent hotel, additional upscale restroom facilities, all new exterior windows, new upgraded lighting, and all new interior finishes. The second floor was converted to administrative offices. All exterior stucco was sounded with all delaminating stucco removed and replaced. New Chillers, pumps, and a new cooling tower were installed that also services the new hotel next door. *Lee County, FL*

Edwards Drive Improvements (acted as Project Manager)

Located in Downtown Fort Myers along the river, this project included complete demolition of the existing roadway, curbing, sidewalks, and some drainage. The new roadway was replaced with new drainage, curbing, sidewalks, paved areas, tree wells, landscaping, and lighting. *Lee County, FL*

FDMS Regional Service Center Renovations

Located just across the street from the Rosa Parks Intermodal Station, Wright Construction Group recently completed several repairs to the structure and parking garage including:

- Expansion Joint Repair
- Atrium Leak Repairs
- Roof and Garage Repairs
-

Clam Bayou Ecosystem Restoration & Stormwater Treatment Project (acted as Assistant Project Manager)

The project consisted of the restoration of 24 acres of natural estuarine habitats as well as the installation of 20 acres of stormwater ponds to control sediment and runoff before reaching Clam Bayou. Extensive grading, excavation, and stormwater systems were included in the project as well as planting native littoral and aquatic plants for habitat restoration.

FGCU Solar Field (served as Assistant Project Manager)

Wright Construction provided services for the installation of an approximately 15-acre solar array field to power portions of Florida Gulf Coast University. The project consisted of extensive clearing, grading, excavation, and installation of gravel upon completion of panel install. *Lee County, FL*

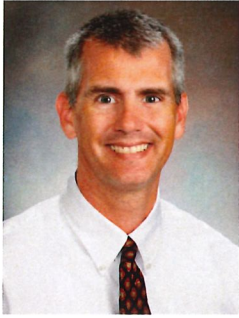
EDUCATION | CERTIFICATIONS

University of Florida

B.S. Building Construction

CREDENTIALS

- Qualified Stormwater Management Inspector
- OSHA— 10 Hour Health and
- Safety Training



Robbie Powell — Senior Estimator

INDUSTRY EXPERIENCE: 22 | YEARS AT WRIGHT: 8

As a Project Manager and Estimator, Robbie Powell is experienced in all aspects of construction from the initial phases of the preconstruction process through the project's final completion. Robbie is a result oriented professional, accumulating more the 20 years of experience in FDOT roadway, asphalt paving, signalization, drainage, bridge and environmental projects. His role involves assessing project requirements, developing proposals and scopes, preparing and negotiating contracts, organizing resources, scheduling, analyzing maintenance of traffic and assisting Project Superintendents throughout the construction process.

RELEVANT EXPERIENCE

Collier County School District Athletic Projects

- Golden Gate Elementary Drainage Improvements
This project included: 150 feet of 6" ADS drainage pipe with connections and new clean out boxes, grading, fill removal, roof drain connections and sod restoration.
- Golden Gate Terrace Elementary Drainage improvements
This project included: 6" mitered end sections for the 6" ADS drainage pipe outfall, roof drain connections at school entrance, saw cut existing concrete for 4" ADS pipes and restore open cut with stainless steel sidewalk plate, mulch for play area 1 and 2, final grading and sod restoration, stripe and paint game lines for two squares in basketball court.

Downtown Naples Roundabout at Third Ave South and Tenth Street
Wright Construction provided services for the construction of a roundabout located in Downtown Naples. The project began with the removal of the old intersection, then drainage, utility adjustments, and erosion control were performed. Concrete curbs and ADA sidewalks, irrigation, and landscaping were constructed before the installation of asphalt and decorative pavers to the roundabout and the approaches. Signs, lighting, and striping were performed last. Collier County, FL

Briarcliff Filter Marsh Water Quality Improvements

Scope of work: excavation and removal of 70,000 cubic yards of fill material, the installation of a structural weir for water flow control, the installation of a water conveyance system from Briarcliff Canal to the Briarcliff Filter Marsh and the addition of marsh plantings for water quality improvements. Upon completion, the filter marsh will be a 26-acre site that flows into Estero Bay enhancing natural habitat and increasing the stability of area wildlife. *Lee County, FL*

Southwest Florida Christian Academy

Athletic Field (football/soccer) and Improvements . New soccer field, fencing, and high mast lighting. *City of Fort Myers, FL*

Three Oaks Elementary Site Improvements

The purpose of the project was to improve the efficiency and safety of the student drop off/pick up area. The project included removal of existing roadway and sidewalks, relocation of playground areas, construction of new asphalt drives and student running tracks and new covered walkways. Wright's specific scope of service was to prepare bid documents, constructability review, provide cost saving and value engineering ideas, prepare the project GMP, coordinate all work with on staff school personnel, and execute final constructability and closeout documentation for Lee County School. *Lee County, FL*

Collier County School District – Immokalee Middle School Track Resurfacing

Robbie was the Project Manager for the Collier County School District's Immokalee Middle School Track Resurfacing Program. The responsibilities ranged from creating the required scope of work for the program as well as coordinating the owner, subcontractors, and a school official's required needs into the project construction and completion. *Collier County, FL*

EDUCATION | CERTIFICATIONS

EDUCATION

Palm Beach Atlantic College,
West Palm Beach, Florida

B.S., Business Administration &
Economics

FSW (Edison) State College,
Fort Myers, Florida

B.S., Business Management

CREDENTIALS

- CTQP (FDOT)
- Asphalt Paving Levels I, II
- Earthwork Level II
- Quality Control Manager
- Advanced Maintenance of Traffic (MOT) Supervisor
- DEP Stormwater Erosion and Sedimentation Control
- Nuclear Safety Certification
- OSHA 10 Hour Trained

AFFILIATIONS

- American Public Works Association (APWA)
- Florida Transportation Builders Association (FTBA)
- Florida Transportation Technical Committee (APWA)
- Leadership Lee Class 2016—
SWFL Chamber of ??



Andrew Powell — General Superintendent

INDUSTRY EXPERIENCE: 20 | YEARS AT WRIGHT: 14

Andrew Powell has 16 years of experience with civil construction projects and is a highly-motivated, quality-driven individual. He is dedicated to maintaining schedule deadlines and subcontractor conformance which produce quality workmanship. Andrew began as assistant superintendent on complex civil projects and is now the Civil General Superintendent. Andrew's goal is to provide the Project Superintendents with the resources and support needed to assure projects are completed on time and with the highest standards for quality. Andrew possesses excellent communication skills with all team members and sub-contractors.

FGCU Main Entrance

Complete sitework with grading, drainage, site utilities, irrigation mains, electrical, fountain piping, demolition of old signage and landscaping to construct lake improvements, a entrance tower and a signage monument (in the medium) both made with concrete. Special lighting was included for the entrance and roadway improvements with turn lanes were provided. Permitting with SFWMD was required.

Lee County, FL

Senator Bob Johnson Landing New Park Construction

New construction of a 7.1 acre park along the Myakka River "Florida Wild and Scenic River". The park included: new paved park entrance, grass parking, ADA-compliant trails and boardwalk, ADA-compliant canoe/kayak launch, two-pole picnic shelters, fencing, gates and signage, benches and picnic tables, floating dock, fenced storage for sculls and other rowing equipment, restroom facility and invasive vegetation removal. *Sarasota County, FL*

Immokalee High School

Complete track resurfacing and storm drain installation. *Immokalee, FL*

Shadowlawn Elementary

Soccer field renovation, storm drain, landscaping and irrigation projects. *Collier County, FL*

Golden Gate Middle School and Pine Ridge Elementary Track Resurfacing—Collier County, FL

Barron Collier High School

Baseball field renovations. Complete storm drain installation, irrigation, and grading projects. *Collier County, FL*

Bahia Honda State Park

Upgrade existing waste water system and treatment facility at State Park. *Big Pine Key, FL*

City of Punta Gorda Multi-Use Recreational Trail

An asphalt paved path for pedestrians and bicycles with extensive landscaping, signage, benches, and path lighting from Shreve Street between Virginia Ave and US 41 SB. (150 calendar days for completion). Scope of work included: demolition, earthwork, drainage, grading and fill, curbing, concrete paver crosswalk, concrete sidewalks and islands, 24 and 18 inch HDPE piping, asphalt installation. *Charlotte County, FL*

The City of Cape Coral Streetscape

The City of Cape Coral contracted with Wright Construction to improve drainage and appearance within sections of Downtown Cape Coral. This project consisted of drainage improvements, concrete pavers, landscaping, curbing and asphalt pavement. The project was funded by the City of Cape Coral CRA and was completed two months early in time for the increased seasonal residents to this area. *Lee County, FL*

Education

- Mariner High School, Cape Coral, FL
- FSW State College, Fort Myers

Credentials/Certifications

- CTQP (FDOT)
 - Earthwork I & II
 - Asphalt Paving I & II
 - Advanced MOT
 - Certified QC Manager
 - Asphalt Maintenance & Road Repair
 - Quality Control Manager
 - Concrete Field Technician I
 - Concrete Field Inspector
 - Pile Drive Inspector
 - Nuclear Safety Certification
- Certified DEP Stormwater Erosion and Sedimentation Control
- OSHA 10 & 30 Hour Trained
- Silica Training
- Confined Space Training
- Ariel Lift Operation & Safety Training
- Scissor, and Rough Terrain Lift
- Forklift Operation & Safety Training
- GSSI Ground Penetrating Radar

EDUCATION | CERTIFICATIONS

RELEVANT EXPERIENCE



Bert Garand — Superintendent

INDUSTRY EXPERIENCE: 37 | YEARS AT WRIGHT: 4

As Superintendent, Bert is responsible for the field production on the project. He will coordinate the work on a daily basis to assure smooth field operations. Bert's responsibilities include: constructability reviews, value management, subcontractor scopes of work, construction schedules, field safety, quality assurance, subcontractor pre-construction conferences, weekly subcontractor meetings, material deliveries, field coordination and final punch-out.

Hidden Bay

Wright Construction provided Construction Management services for the building of a high-rise condominium. Complete with 4 floors of living space in Osprey, FL, Hidden Bay provides it's residents with a waterfront view and a wide variety of amenities. The construction process included an environmentally sensitive infrastructure and site development package, 20 units were constructed with concrete block, HVAC, ME, and Fire Protection, as well as elevators. *Sarasota County, FL*

FGCU Alico Arena (Phase 2)

Complete renovation of the 10,000 SF Alico Arena strength and training facility. The renovation included removal of interior walls to provide flexibility for use and arrangements of sports training equipment. New LED fixtures were installed for improved lighting and energy efficiency. A new sports floor was installed complete with FGCU logo and included an indoor sprint-track. The renovation also included makeover of the coach offices, complete with new finishes. *Lee County, FL*

FGCU North Lake Village Dining Hall

New construction of a 5,700 SF dining facility at North Lake Village Student Housing, located behind Alico Arena. The dining venue included a small stage for student performances and poetry readings, a game room, television room, and indoor dining area. The dining venue includes multiple glass roll-up doors to allow the seating areas to flow out onto new extensive boardwalk. This area overlooked the Miromar Lake beachfront. Also included was a full commercial kitchen, pizza, oven, and serving lines. *Lee County, FL*

Florida Gulf Coast Cohen Center Addition

A 6,500 SF Multipurpose Room constructed on top of the existing, and operating, Bookstore. Detailed planning was required to maintain weather-tightness during construction of the addition. Multipurpose room included LVT flooring, LED lighting, and an independent HVAC system complete with controls. All infrastructure was provided for FGCU to install their specific AV and Sound Systems. 380 SF of storage was provided for chairs and tables, so that the Multipurpose room could be set up for banquets, lectures, public speakers, or other types of events. A covered patio deck was included in the construction to provide an outdoor seating area for students. *Lee County, FL*

Jet Blue Park

Wright Construction Group assisted Lee County and Highspans engineering in the investigation and problem solving for multiple structural repair needs at Jet Blue Park. *Lee County, FL*

Individual Experience

- Pinewood Middle School Renovation, Collier County, FL
- Pine Ridge Middle School Renovation, Collier County, FL
- Pahokee Middle/Senior School, Palm Beach County, FL

EDUCATION

- Tinley Park High School, Illinois

CREDENTIALS

- OSHA—30 Hour Health and Safety Training
- Certified Building Inspector
- CPR Certified
- Certified FDEP Stormwater Erosion and Sedimentation Control Inspector

EDUCATION | CERTIFICATIONS

RELEVANT EXPERIENCE



Josh Smart — Superintendent

INDUSTRY EXPERIENCE: 18 | YEARS AT WRIGHT: 6

As Superintendent, Josh has the responsibility of ensuring projects are completed on schedule, in accordance with the contract documents; and that the structural integrity as well as the quality of the systems and finishes remains high and without compromise. The superintendent accomplishes this through the coordination of all day-to-day on-site operations.

RELEVANT EXPERIENCE

Continuing Services / Special Projects Contracts

- **Installation of Portables for Bonita High School in Estero**
- **Lee County School District Continuing Service Contracts**
 - Villa Elementary School Kitchen Remodel
 - Riverdale High School Portables
- **Collier County Government Continuing Service Contracts**
 - Veterans Park Pickle Ball Courts
 - Building F 8th Floor Renovation
- **Florida Department of Management Services, Continuing Services Contracts**
 - Expansion Joint Repair, Regional Center in Fort Myers
 - FDMS Atrium Leak Repairs
 - South Bay Correctional Facility Floor Renovation

LaBelle Airport

Apron Rehab, *Hendry County, FL*

Scripps Howard News Service Tenant Build-Out

Office Renovation, *Lee County, FL*

Collier County NE Recycle Center

A new 1 story, 31,107 SF recycling facility that services the northeast quadrant of Collier County. The project was constructed on a 14 acre site and included the construction of the Main Recycling, Scale and Water Treatment Buildings. The project consists of state of the art features such as special containment rooms for hazardous waste, blast resistant doors and high strength industrial coatings throughout the facility.

Collier County, FL

Edgewater at Hidden Bay, Building B

New construction of a high-rise condominium with 4 floors of living space over 1 story parking in Osprey, FL which included: an environmentally sensitive infrastructure and site development package, 20 units were constructed with concrete block, HVAC, MEP, Fire Protection, elevators.

Sarasota County, FL

Lehigh Acres Fire Station #101 Addition and Renovation

Lehigh Acres Fire Station #101 Addition and Renovation - Design Build services for the addition and renovation with 4,300 sf for the renovation and approximately 4,000 sf for the addition. The project included upgrades to the apparatus bay and the existing administration and living quarter was demolished with the new addition built on the opposite side. A new exterior enhancement included a new entry way and stone veneer.

Lee County, FL

EDUCATION | CERTIFICATIONS

EDUCATION

High School Diploma, North High School, Fort Myers, FL

CREDENTIALS

- OSHA—30 Hour Health and Safety Training
- C.P.R. Certified
- Silica Training
- DEP Stormwater Inspector

RELATED SKILLS

Thorough knowledge of principals, practices and procedures of:

- Alta
- Topographic
- Boundary
- Final and updated Surveys
- Knowledge and Experience in:
- Construction Layout
- Data Collection
- Blue Prints
- Equipment Malfunction and Repair



Julio Jimenez — Superintendent

INDUSTRY EXPERIENCE: 18 | YEARS AT WRIGHT: 6

As Superintendent, Julio has the responsibility of ensuring projects are completed on schedule, in accordance with the contract documents; and that the structural integrity as well as the quality of the systems and finishes remains high and without compromise. The superintendent accomplishes this through the coordination of all day-to-day on-site operations.

RELEVANT EXPERIENCE

Burnt Store Road Phase II Widening

This project will complete the addition of a divided 4 lane roadway from an existing undivided 2 lane road throughout the limits of Charlotte County. This final section extends over 4 miles. In addition to the construction of the roadway itself, is the construction of 7 large ponds and several storage basins for stormwater retention. The overall scope of work consists of clearing & grubbing, earthwork, embankment, pond excavation, 4 box culverts, drainage pipe & structures, concrete removals, new mailboxes, milling, asphalt pavement, striping, gravity walls, sidewalks, curb & gutter, aluminum railing, guardrail, bank & shore as well as ditch lining rip rap, ditch pavement, barbed wire fencing & gates, sod, street lighting and new roadway signage. *Charlotte County, FL*

City of Fort Myers, McGregor Blvd. Flexible Paving

McGregor Blvd's drainage and roadway needed to be replaced within a residential area. The project included replacement of asphalt, curbs, concrete sidewalks, mailboxes, brick pavers, signage and pavement markings, drive-ways, turf, and existing decorative royal palm trees. Asphalt was milled and resurfaced and storm sewer piping was replaced. *Lee County, FL*

FGCU North Lake Village—Lake Front Development

This project was specifically designed to create a destination area for faculty and students throughout Florida Gulf Coast University by: enhancing the walkway, lake and beach accesses as well as program areas for events. The project included: drainage improvements, plank paver walkways, landscaping, Wi-Fi stations and covered pavilion areas for events. *Lee County, FL*

City of Fort Myers Water Supply Improvements

CM services to provide sitework, erosion control, clearing and fill, concrete work, fencing, and well head piping for new Well Head #19, pull boxes 2" HDPE conduit, CTE 24" RW Main, Also included: Raw Water Main from New Well #19 to Existing Well #17 with associated piping. *Lee County, FL*

City of Bonita Springs Oak Creek Bridge Improvements

Superintendent responsibilities included supervising the improvements to the bridge over Oak Creek. The project included box culvert/bridge beautification with 8-10 1/2' combination sidewalks/bicycle path, curbs and decorative stucco pilasters, aluminum handrails, new street lights over pilasters and roadway improvements. Constructed in an environmental sensitive area. *Lee County, FL*

City of Bonita Springs Imperial River Bridge Improvements

Superintendent responsibilities includes supervising the deck extension of the bridge over the Imperial River in Bonita Springs, Florida. The project includes pile driving, pile caps, 8-10' sidewalks, curbs, aluminum and concrete decorative stucco pilasters, decorative lighting and roadway improvements. Construction in an environmental sensitive area. *Lee County, FL*

EDUCATION | CERTIFICATIONS

EDUCATION

Newnan High School, Newnan, GA

CREDENTIALS

- CTQP (FDOT)
- Advanced Maintenance of Traffic (MOT)
- Certified DEP Stormwater Erosion and Sedimentation Control
- OSHA 10 & 30 Hour Health and Safety Training
- Confined Space Training
- OSHA Asbestos Operation and Maintenance
- Silica Training



PART D
BIDDER SUBMITTAL CHECKLIST

THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE BIDDER IN PREPARING A COMPLETED BID SUBMITTAL

IMPORTANT: Please read carefully and follow each item.

Please check off each of the following items as the necessary action is completed:

- ☐ 1. No. FMB:003 Official Bid Form, pg. D-2, insert firm name at the bottom of the page
- ☐ 2. Signed copy of each addendum, if any.
- ☐ 3. No. FMB:003 Official Bid Form, pg. D-3, insert Project Cost and any Alternates (if required)
- ☐ 4. No. FMB:003 Official Bid Form, pg. D-5, all addenda issued, if any, have been acknowledged. (*If a replacement proposal bid form or bid schedule page was issued with any addenda, replacement page is used for submitting a bid)
- ☐ 5. No. FMB:003 Official Bid Form, pg. D-5, substantial and final completion days inserted (if required)
- ☐ 6. No. FMB:003 Official Bid Form, pg. D-6, has been properly signed with the corporate seal (if applicable). Attested to by the Secretary.
- ☐ 7. No. FMB:001 Bid Bond / Cashier's Check/Certified Check have been submitted with the bid in the amount indicated
- ☐ 8. No. FMB:003 Official Bid Form, Bid Schedules & Disk (if applicable), have been properly completed, unit price extensions and totals have been checked for accuracy
- ☐ 9. Any other submittals required in Part B, "Legal Notice to Bidders, Paragraph 3. Submittal of Bids."
- ☐ 10. Erasures or other changes made to the bid have been initialed by the person signing the bid
- ☐ 11. No. FMB:004 Contractor's Qualification Questionnaire (properly completed, signed and notarized)
- ☐ 12. No. FMB:005 Schedule D, DBE Participation form; completed and signed or good faith documentation. (when applicable)
- ☐ 13. Proof of a "Good Faith Effort" in attempting to obtain DBE's for this project. (If subcontractors will be used and no DBE's are listed on Schedule D.) (when applicable)
- ☐ 15. No. FMB:019 Public Entities Crime Form
- ☐ 16. No. FMB:021 Non-Collusion Affidavit
- ☐ 17. No. FMB:022 Trench Safety Affidavit (when applicable)
- ☐ 18. No. FMB:024 List of Sub Contractors
- ☐ 19. No. FMB:023 Material Manufacturers
- ☐ 20. No. FMB:100 Affidavit Certification Immigration Laws (Signed and notarized)
- ☐ 21. All required documents submitted (1 original and 1 PDF on disc or flashdrive)
- ☐ 22. Bid properly sealed in an envelope and marked "Sealed Bid", bidders name; project name; solicitation number; date and time of opening

SECTION 14

Current and Projected Workload

PROJECT NAME/LOCATION	PROJECT TOWER	ARCHITECT/ENGINEER	CONTRACT AMOUNT & CONTRACT DATE	COMPLETION	CONTRACTOR/SUB-CONTRACTOR	PERCENT OF PROJECT CONSTRUCTED BY SUB-CONTRACTORS	PROJECT MANAGER/SUPERINTENDENT
Lalibah Acres Fire Control and Rescue District Fire Station 102 441 Homestead Road Lalibah Acres, FL 33974	Lalibah Acres Fire Control and Rescue District 635 Thomas Sherman Avenue S. Lalibah Acres, FL 33974 239-503-5301 robertd@lhalibah.com	BS&W Architect, Inc. Kevin Williams 1500 Jackson St., #200 Fort Myers, FL 33901 239-278-3838	\$4,977,731.00	Estimated Completion October 2021	Wright Construction Group, Inc.	60.20%	Scott Lohacano
City of Sebastian City Garage and Public Facilities Storage Building Compound 505 Airport Dr. West Sebastian, FL 32958	City of Sebastian Paul Carlsle 1222 Main Street Sebastian, FL 32958 772-388-4200 paulc@cityofsebastian.org	BS&W Architect, Inc. Kevin Williams 1500 Jackson St., #200 Fort Myers, FL 33901 239-278-3838	\$3,115,495.00 3/4/2021	Start Date July 9th, 2021	Wright Construction Group, Inc.	60.00%	Scott Lohacano
San Carlos Park Fire Protection and Rescue Service Fire Station 24 16000 Orange Rd. Fort Myers, FL 33912	San Carlos Park Fire Protection and Rescue Service District David Carlsle, Fire Chief 13991 Ben Hill Griffin Parkway Fort Myers, FL 33913 239-507-7293	Studio A.D., Architect Albert Donatone 16000 Orange Road, Suite 400 Fort Myers, FL 33912 239-293-4098	\$5,922,843.00 3/20/2020	Estimated Completion July 2021	Wright Construction Group, Inc.	61.40%	Bob Taylor
Immediate Fire Control District - Immediate Fire Station 30 510 New Market Road East Immokalee, FL 34142	Rita W. Greenberg, CEO, MPA, CFO Deputy Chief, Administration 239-627-2111 office 239-986-3771 work cell	Nick Hunsicker Project Architect GMA architects & planners 43 Baskley Circle #202 Fort Myers, FL 33907 USA 1-239-273-5025	\$4,715,802.00 04/28/21	In permitting. Estimated start Date August 2021	Wright Construction Group, Inc.	63.00%	Chris Hunt
Charlotte County DOT - Charlotte - Burnt Store Road Burnt Store Road to New Burnt Road Port Charlotte, FL 33948	Charlotte County DOT Lindsey Johnson 2550 Harbor View Road Port Charlotte, Florida 33980 941-573-5439	Johnson Engineering Ryan Bell PE 2112 Johnson Street Fort Myers, FL 33901 239-334-0046 rnb@johnsoneng.com	\$36,236,574.15 8/19/19	Estimated Completion September 2021	Wright Construction Group, Inc.	60.70%	Neil Monkman
Burnt Store Road South Segment Burnt Store Road Cape Coral, FL	Lee County DOT, Steve Fort, Project Manager 1500 Monroe Street Fort Myers, FL 33901	Johnson Engineering, Inc. Ryan Bell PE 2112 Johnson Street Fort Myers, FL 33901 239-334-0046	\$13,596,000.00 11/4/2020	Estimated Completion March 2022	Wright Construction Group, Inc.	61%	Chris Rawl
West DeSpons Street Improvements West DeSpons Street Edgewater, FL 34233	Sarasota County Chris Macis, PM 1701 Sarasota Center Blvd Sarasota, FL 34230	Wichin-Horn Jason Lepp, PE 1277 Main St. Suite 200 Sarasota, FL 34235	\$7,662,385.00	Estimated Completion June 2022	Wright Construction Group, Inc.	64%	Ronell Newson
Santa Barbara Phase II Santa Barbara Highway Bridge West Cape Coral, FL 33904	Lee County Don Hinka 1000 Santa Barbara Properties LLC 1023 Santa Barbara Ave. S Cape Coral, FL 33904	GREGORY & GREGORY, INC. 144 WINTERVIEW RD FORT MYERS, FL 33905	\$1,596,000.00 05/04/21	Starting July 2021 Estimated Completion December 2021	Wright Construction Group, Inc.	60.25%	Chris Hunt
Centennial Park Amphitheatre Centennial Park Fort Myers, FL 33901	City of Fort Myers Nicole Monahan, P.E. 2200 Second Street Fort Myers, FL 33901	Miguel Gutierrez BS&W Architects, INC. 2507 Jackson Street #200 Fort Myers, FL 33901	\$3,594,324.00 05/09/21	Starting July 2021	Wright Construction Group, Inc.	60%	Michael Valin
Cape Coral Fire Station 12 2129 Chinlela Blvd S Cape Coral, FL 33915	City of Cape Coral Rob Dillino, Chief 2129 Chinlela Blvd S Cape Coral, FL 33915	Ken Berland Sweet Spearman Architects 2124 Main Street Sarasota, FL 34237	\$4,559,289.00 05/21/2021	Started June 2021 Estimated Completion March 2022	Wright Construction Group, Inc.	62.30%	David Valin
Lalibah Acres Fire Station 105 2501 49th Street West Lalibah Acres, FL 33974	Lalibah Acres Fire Control and Rescue District Rob Dillino, Chief 635 Thomas Sherman Avenue S. Lalibah Acres, FL 33974 robertd@lhalibah.com	Miguel Gutierrez BS&W Architects, INC. 1500 Jackson Street #200 Fort Myers, FL 33901	\$4,516,577.00	Estimated Completion Date 2/21/22	Wright Construction Group, Inc.	61.20%	John Purnell
Centennial Park Improvements 2000 W. First Street Fort Myers, FL 33901	Lee County City of Fort Myers Nicole Monahan, P.E. 2200 Second Street Fort Myers, FL 33901	Johnson Engineering, Inc. Ryan Scott, P.E. 2112 Johnson Street Fort Myers, FL 33901	\$1,194,630.00 2/22/2021	Starting July 2021	Wright Construction Group, Inc.	61%	Michael Valin
1st and 2nd Street Two-Way First and Second Street Fort Myers, FL 33901	Lee County City of Fort Myers Keri Karasak, P.E. First and Second Street Fort Myers, FL 33901	Jason Collins Adrian-Q 202 E. Kennedy Boulevard, Suite 500 Tampa, FL 33602	\$1,023,138.00 05/03/2021	Started June 2021	Wright Construction Group, Inc.	63.40%	Alex Stabe

Current and Projected Workload

PROJECT NAME/LOCATION	PROJECT OWNER	ARCHITECT/ENGINEER	CONTRACT AMOUNT & CONTRACT DATE	COMPLETION	CONTRACTOR/SUB-CONTRACTOR	PERCENT OF PROJECT CONSTRUCTED BY SUB-CONTRACTORS	PROJECT MANAGER/SUPERINTENDENT
Runway 5-23 Drainage Improvements 1600 Muldon Drive North Naples, FL 34104	Collier County Keith Kerry Naples Airport Authority 1600 Muldon Drive North Naples, FL 34104	Scott Brady EC Solutions, INC 9011 Town Center Parkway, Suite #106 Lakewood Ranch, FL 34202	\$2,285,444.00	Estimated Completion Date 12/15/21	Wright Construction Group, Inc.	61.70%	Rondell Newson
131745 Corrie Road Corrie Bridge Bradenton, FL	Manatee County FL Dept of Transportation Corrie Road Bradenton, FL 34205	Burns, Scordling Personel Associates 4021 Third St. S.W. Winter Haven, FL 33880	\$1,000,000.00 9/20/2020	Estimated Completion Date 12/21/21	Wright Construction Group, Inc.	60.30%	Matthew Disel
Hennock Road Hennock Bridge Pkwy - Moody Rd to US 41 North Fort Myers, FL 33903	Lee County Lee County B.O.C.C. Hennock Bridge Pkwy - Moody Rd to US 41 North Fort Myers, FL 33903	Carl Barco, PE Barco & Associates 2271 McGregor Blvd, Ste. 100 Fort Myers, FL 33901 Vince Zaluska, PE Viliprasas Engineering 2221 McGregor Blvd, Ste 200 Fort Myers, FL 33901	\$1,593,426.80 11/21/2020	Estimated Completion Date 9/16/21	Wright Construction Group, Inc.	62.30%	Matthew Disel
Gateway Blvd and Commerce Lakes Gateway Blvd & Commerce Lakes Drive Intersection Fort Myers, FL 33913	Lee County Lee County B.O.C.C. Gateway Boulevard & Commerce Lakes Drive Intersection Fort Myers, FL 33913	Jason Yim, P.E. Yim Engineering & Associates 380 Park Place Boulevard, Suite 300 Clearwater, FL 33759	\$3,271,706.07 9/9/2020	Estimated Completion Date 7/21/21	Wright Construction Group, Inc.	60.75%	Alex Stalbe & Chris Rawl
Cape Coral Yacht Basin 3813 Offroad Parkway Cape Coral, FL 33904	City of Cape Coral 815 Nicholas Parkway Cape Coral, FL 33909	James Panchuk Kendall Smith & Associates 1413 Jackson St. Fort Myers, FL 33901	Est. 40,000,000	In Preconstruction Estimated start Date April 2022	Wright Construction Group, Inc.	61.60%	Mark Yalin
SOUTH AVENUE RECLAIMED 1400 Dean Street, Suite 201 Fort Myers, FL 33901	City of Fort Myers 1400 Dean Street, Suite 201 Fort Myers, FL 33901	Danish Mathur CDM Smith 4001 Pierce De Leon Blvd Suite #720 Coral Gables, FL	Est. 12,000,000 5/27/2021	In Preconstruction Estimated Start Date August 2021	Wright Construction Group, Inc.	60.73%	James R. Powell

Section 15

1.Senator Bob Johnson Landing New Park Construction

Address: 9083 S Tamiami Trail. Venice, FL 34293

Description: Wright Construction provided Construction Management for new construction of a 7.1 acre park along the Myakka River "Florida Wild and Scenic River" in honor of the late Senator Bob Johnson. The park included: new paved park entrance, grass parking, ADA-compliant trails and boardwalk, ADA-compliant canoe/kayak launch, two-pole picnic shelters, fencing, gates and signage, benches and picnic tables, floating dock, fenced storage for sculls and other rowing equipment, restroom facility and invasive vegetation removal.

Contract Type: Contract Manager

Original Contract Amount and Date: \$2448,33.00 | 02/27/18

Final Contract Amount: \$2,367,240.95

Date Complete: March 2019

Project Manager or Superintendent: Bob Taylor

Required Completion Date: Completed to substantial in not more than 300 calendar days and an additional 30 calendar days to final acceptance. (NTP 3/30/18)

Owner: Sarasota County BOCC

Contact: Brad Gaubatz

Address: 1660 Ringling Boulevard
Sarasota, FL 34236

Phone: (941)-861-0853

Architect: Seibert Architects

Contact: Matt Rizzo

Address: 1373 5th Street
Sarasota, FL 34236

Phone: (239)-461-2441

2. Shell Point Estuary Phase II - Site

Address: Winding Wy. Fort Myers, FL 33908

Description: Site development for this project included water, sewer, drainage, roads, curbing, sidewalks, construction of a bridge and seawall for the new residential development at the Estuary at the Shell Point Retirement Community.

Contract Type: Contract Manager at Risk

Original Contract Amount and Date: \$1,885,595.00 | 02/17/2014

Final Contract Amount: \$2,643,661.96

Date Complete: February 2015

Project Manager or Superintendent: David Valin, P.M.

Required Completion Date: No later than 10/01/14

Owner: Shell Point Retirement Community

Contact: Bob Southern

Address: 15101 Shell Point Blvd.

Fort Myers, FL 33908
Phone: (239)-454-2168
Architect: RDG Schutte Wilscam Birge
Contact: Dave Heuring
Address: P.O. Box 3067
Fort Myers Beach, FL 33932
Phone: (239)-274-0208

3. FGCU Boardwalk

Address: 10501 FGCU Blvd S. Fort Myers, FL 33965

Description: Construction Management Services were provided for the Florida Gulf Coast University Boardwalk which included: survey/layout, erosion control, clearing earthwork, grading, drainage and related site work. The nearly 1,000 LF project contained the installation of pressure treated pilings, lumber and hardware to construct the boardwalk across a protected preserve on campus and stamped concrete and signalization for a road crossing on FGCU Blvd. North. All of the deck and railings were constructed entirely of IPE lumber. All electrical work including direct burial poles and fixtures, boardwalk poles and fixtures and wall pack fixtures were provided.

Contract Type: Contract Manager at Risk

Original Contract Amount and Date: \$989,549.66 | 04/14/2014

Final Contract Amount: \$525,953.62

Date Complete: August 2014

Project Manager or Superintendent: John Purnell

Required Completion Date: 135 calendar days

Owner: Florida Gulf Coast University

Contact: Tom Mayo

Address: 10501 FGCU Blvd. South
Fort Myers, FL 33965

Phone: (239)-590-1504

Architect: Johnson Engineering

Contact: Dana Hume

Address: 2122 Johnson Street
Fort Myers, FL 33902

Phone: (239)-334-0046

4. Lee County Port Authority -- Skyplex Blvd

Address: 11000 Terminal Access Road
Fort Myers, FL 33913

Description: The Lee County Port Authority hired Wright Construction to widen approximately two miles of existing four lane divided roadway to six lanes. The project consisted of drainage modifications, utility relocations, roadway widening, asphalt paving, concrete curbing, new lighting, signage, landscaping and irrigation. The scheduled completion date for Terminal Access Road is April 2017, however the actual completion date was November 2016.

Contract Type: Prime Contractor

Original Contract Amount and Date: 07/13/15 | \$4,542,647

Final Contract Amount: \$5,205,957.05

Date Complete: November 2016

Project Manager or Superintendent: Neil Monkman

Required Completion Date: November 2016

Owner: Lee County Port Authority

Contact: Adam Nguyen

Address: 11000 Terminal Access Road

Suite 8671

Fort Myers, FL 33913

Phone: (239)-590-4610

Architect: David Douglas Associates

Contact: Claire Wright, P.E.

Address: 1821 Victoria Ave.

Fort Myers, FL 33901

Phone: (239)-337-3330

5. Felts Ave Bio Reactor Phase II

Address: 27533 Felts Ave.

Bonita Springs, FL 34135

Description: The purpose of this project is to bring a consistent flow of water to the site from the Imperial River at a variable rate up to 500 GMP along Shrive Avenue to the site. Additionally, Wright Construction is providing filtration of this water prior to transferring it to the existing woodchip bioreactors.

Contract Type: Design Build

Original Contract Amount and Date: \$800,000 | 8/27/2020

Final Contract Amount: \$800,000

Date Complete: Estimated Completion 3/14/21

Project Manager or Superintendent: Rondell Newson

Required Completion Date:

Owner: City of Bonita Springs

Contact: Matt Feeney

Address: 9101 Bonita Beach Rd

Bonita Springs, FL 34135

Phone: (239)-949-6262

Architect/Engineer: Agnoli, Barber & Brundage, Inc.

Contact: Wayne Agnoli

Address: 7400 Tamiami Trail N. Suite 200

Naples, FL 34108

Phone: (239)-597-3111

Section 16

1.Mound House Landscape Improvements

Address: 289 Connecticut Street
Contractor: Wright Construction Group, Inc.
Original Contract Amount and Date: \$460,000.00 /| 2/19/2010
Final Contract Amount: \$546,254.51
Percentage of Project Constructed by Sub-Contractors: 100%
Project Manager: Scott Loiacano
Required Completion Date: 4/18/2011
Owner: Town of Fort Myers Beach
Contact: Roger Hernstadt
Address: 2523 Estero Boulevard, Fort Myers Beach, Fl. 33931
Phone: (239)-765-0202
Town Sponsoring Department: Town of Fort Myers Beach

2. FM Beach Fire Station

Address: 100 Voorhis Street
Fort Myers Beach, FL 33931
Contractor: Wright Construction Group, Inc.
Original Contract Amount and Date: TBD (Not issued yet)
Final Contract Amount: TBD
Percentage of Project Constructed by Sub-Contractors: 100%
Project Manager: John Purnell
Required Completion Date: TBD
Owner: Fort Myers Beach Fire District
Contact: Jane Thompson
Address: 100 Voorhis Street
Fort Myers Beach, FL 33931
Phone: 239-590-4200
Town Sponsoring Department: Town of Fort Myers Beach



TOWN of FORT MYERS BEACH
PART D

BID NO. ITB-21-18-PW

FMB:005 – DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Bid Form. This form will become a part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S
NAME: _____
EST. DOLLAR VALUE OF PROPOSED
WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ _____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED: _____ 9

CONTRACTOR NAME

SIGNATURE
D-15

DATE



PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
(1 of 2 Pages)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Fort Myers Beach
(Print name of public entity)
by Dustin Heath - Estimator
(Print individual's name and title)
for Wright Construction Group
(Print name of entity submitting sworn statement)
whose business address is 5811 Youngquist Rd
Fort Myers FL 33912

and (if applicable) its Federal Employer Identification Number (FEIN) is 20- 2246559
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:
____ - ____ - ____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.



PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
 (2 of 2 Pages)

- C. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

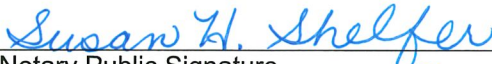

 (Signature)

STATE OF Florida
 COUNTY OF Lee

Sworn to and subscribed before me this 20th day of July, 2021,
 as identification and who did (did not) take an oath

Personally Known
 (Type of Identification and Number)

WITNESS my hand and official seal


 Notary Public Signature
Susan H. Shelfer
 Printed Name of Notary Public

Notary Commission Number/Expiration





TOWN of FORT MYERS BEACH
PART D

BID NO. ITB-21-18-PW

FMB:021 – NON-COLLUSION AFFIDAVIT

State of FL

County of Lee

Fred Edman being first duly sworn, deposes and says that:

- 1) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Wright Construction Group, the Bidder that has submitted the attached Bid;
- 2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: [Signature]
FRED EDMAN
(Printed Name)

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged, sworn to and subscribed before me this 20th day of July, 2021

By: Fred Edman
(Print or Type Name)

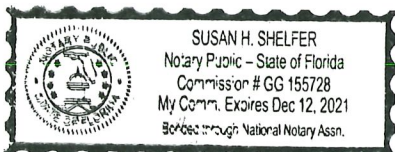
Who is personally known to me, or who has produced as identification and who did (did not) take an oath

(Type of Identification and Number)

WITNESS my hand and official seal

Susan H. Shelfer
Notary Public Signature
Susan H. Shelfer
Printed Name of Notary Public

Notary Commission Number/Expiration





TOWN of FORT MYERS BEACH
PART D

BID NO. ITB-21-18-PW

FMB:022 – TRENCH SAFETY AFFIDAVIT
(When Applicable)

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item: Simple Slope @ 16" water line
(Description)

Three Hundred Forty Dollars
(Cost written in words)

TOTAL \$ 340 =

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: WRIGHT construction group

DATE: 7-20-21

BY: [Signature]
(Signature)

DUSTIN HEATH
(Print Name)



TOWN of FORT MYERS BEACH
PART D

BID NO. ITB-21-18-PW

FMB:023 – MATERIALS MANUFACTURERS LIST

The Bidder is required to state below, material manufacturers it proposes to utilize on this project. No change will be allowed after submittal of Bid. If substitute material proposed and listed below is not approved by TOWN, Bidder shall furnish the manufacturer named in the TOWN'S specification. Acceptance of this Bid does not constitute acceptance of material proposed on this list.

THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED MANUFACTURER FOR

The bidder lists the following manufacturers of the major equipment (LIST)

<u>MATERIAL</u>	<u>MANUFACTURER</u>
1. METAL ROOFING	ENGLERT
2. SHADE CANOPIES	SHADE Systems
3. SYNTHETIC GRASS	EASY TurF
4. CLAY PAVEN	Belden
5. DRINKING FOUNTAIN	Elkay
6. SITE FURNISHINGS	ANDVA

Signed

Name of Bidder

TS/A
DUSTIN HERTZ



TOWN of FORT MYERS BEACH
PART D

BID NO. ITB-21-18-PW

FMB:024 - LIST OF SUB-CONTRACTORS

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the TOWN. The undersigned further acknowledges its responsibility for ensuring that the subcontractors listed herein meet all legal requirements applicable to and necessitated by this Agreement, including, but not limited to proper licenses, qualifications, certifications, registrations and insurance coverage. The TOWN reserves the right to disqualify any bidder who includes non-compliant or non-qualified subcontractors in his/her bid offer. Further, the TOWN may direct the bidder/contractor to remove/replace any subcontractor that is found to be non-compliant with this requirement subsequent to award of the contract at no additional cost to the TOWN. THIS LIST MUST BE COMPLETED OR BID WILL BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED SUBCONTRACTOR FOR:

The bidder identifies the following firm as the proposed installation subcontractor of the:

Auger Cast Piling

Name of Firm: Berkel + Company Contractors

Address and Phone: 7300 Marks LN, Arstall FL 33168 770.941.5100

Contact Person: Xavier Guerrero

Other Subcontractor and Address	Specialty
1. <u>Southern Machine & Steel</u> <u>3945 Edison Ave, Ft. Myers</u>	<u>Steel</u>
2. <u>MAJ Contracting</u> <u>2602 DorA St. Ft. Myers</u>	<u>Utilities</u>
3. <u>Et Concrete</u> <u>4125 13th Ave Sw, Naples FL</u>	<u>Concrete</u>

Signed Dustin Heath

Name of Bidder DUSTIN HEATH



**TOWN of FORT MYERS BEACH
PART D
FMB:100 – CERTIFICATION IMMIGRATION LAWS AFFIDAVIT**

BID NO. ITB-21-18-PW

BID NO: ITB-21-18-PW

PROJECT NAME: Bayside Park Improvements

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY TOWN OF FORT MYERS BEACH.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Wright Construction Group, Inc.


(Signature)

President
(Title)

7/20/2021
(Date)

STATE OF Florida

COUNTY OF Lee

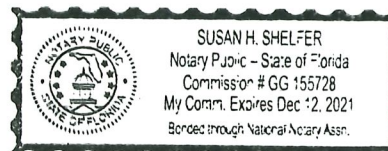
The foregoing instrument was signed and acknowledged before me this 20th day of July, 2021, by Fred Edman who has produced
(Print or Type Name)

personally known as identification.
(Type of Identification and Number)


Notary Public Signature

Susan H. Shelfer
Printed Name of Notary Public

Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME**

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
WRIGHT CONSTRUCTION GROUP, INC.

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5811 YOUNGQUIST ROAD

6 City, state, and ZIP code
FORT MYERS FL 33912

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

20	-	22	46	55	9
----	---	----	----	----	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Con. R. Ward Date ▶ 5/24/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

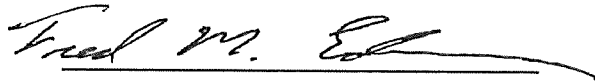
Corporate Resolution

I, the undersigned Secretary of Wright Construction Group, Inc., do hereby certify that at a meeting of the Board of Directors of said Corporation, duly held on the 18th of November, 2016, a quorum being present, the following resolution was adopted and that the said resolution has been entered upon the regular minute book of said corporation, is in accordance with the Bylaws, and is now in full force and effect, to-wit:

RESOLVED, that it is in the best interest of the corporation to execute a Contract between the Collier County Board of County Commissioners and Wright Construction Group, Inc. upon such terms and conditions as the officers of the corporation deem appropriate.

RESOLVED, that G. Andy Powell, Executive Vice President of the corporation, is hereby authorized, empowered and directed to execute all documents necessary to accomplish said Contract and to submit a bid/proposal for the same, including but not limited to, the execution of any bid forms.

IN WITNESS WHEREOF, I have hereunto subscribed my name, as Secretary, and affixed the seal of said corporation, this 18th day of November, 2016.



Fred Edman, Secretary

(Corporate Seal)

State of Florida

Department of State

I certify from the records of this office that WRIGHT CONSTRUCTION GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on January 26, 2005.

The document number of this corporation is P05000013433.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 4, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2016*



Ken DeFuria
Secretary of State

Tracking Number: CC6010303091

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunblz.org/Filings/CertificateOfStatus/CertificateAuthentication>



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on our new license!



STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CGC053444
CERTIFIED GENERAL CONTRACTOR
EDMAN, FRED M
WRIGHT CONSTRUCTION GROUP INC

ISSUED: 08/25/2020

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CGC053444

EXPIRATION DATE: AUGUST 31, 2022

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

EDMAN, FRED M
WRIGHT CONSTRUCTION GROUP INC
5811 YOUNGQUIST RD
FORT MYERS FL 33912



ISSUED: 08/25/2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

EDMAN, FRED M

WRIGHT CONSTRUCTION GROUP INC
5811 YOUNGQUIST RD
FORT MYERS FL 33912

LICENSE NUMBER: CGC053444

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PRINCIPALS

Lawrence L. Smith, Jr.
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett

August 24, 2021

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

Subject: ITB-21-18-PW
Bayside Park Improvement Project
Value Engineering Opportunities

Dear Ms. O'Riley,

DRMP, Inc. has reviewed and coordinated with the high bidder for the above referenced project. We have through preliminary discussions with the design team and the contractor, we have identified several opportunities to reduce the costs associated with the construction of the project through value engineering (VE). Outlined below are descriptions of the changes with potential savings and the effort to required to make the change

VE Opportunity	Potential Savings	Effort to Accomplish	Approximate Cost to Accomplish	Town Tradeoff
Remove Deep Foundation	\$250,000	Geotechnical VE Report, Revise Structural Engineering Calculations	\$20,000	• VE Fees
Revise Stage Design (custom)	\$50,000	Architectural, Structural Engineering, Hardscape revisions	\$15,000	• VE Fees • Accept a rectangular stage over round • Accept a shorter stage riser
Revise Stage Design (prefab)	\$100,000	Architectural, Structural Engineering, Hardscape revisions	\$15,000	• VE Fees • Accept a prefab stage over round • Accept a shorter stage riser
Redesign Shade Sails	\$20,000	Architectural, Structural Engineering, Hardscape revisions	\$10,000	• VE Fees • Accept a 6 larger shade sails instead of 10 smaller ones • Accept maintaining shade sails by removing/stowing for 90 MPH wind
Reuse existing clay pavers	\$20,000	None	Town's Labor	• Town accepts responsible for picking up, cleaning,

OFFICES

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Panama City, Florida
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Stockbridge, Georgia
Tallahassee, Florida
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www.DRMP.com

				palletizing, storing and delivering pallets to project site.
Modify site furnishings	\$40,000	None	None	• Town to purchase and install all site furnishings and water fountain as needed
Relocation of Specimen Tree to avoid utility conflicts	\$120,000	Utilities/Civil and hardscape revisions	\$10,000	• VE Fees • Accept new location of specimen tree
Allow Contractor to re-bid based upon new design & other misc. items.	\$50,000	Design Team to work with Contractor to further reduce prices	\$10,000	• VE Fees • Time & effort of Town staff and design team to accomplish the Town's direction.

The **approximate total savings is \$600,000**, depending upon the Town's direction. Some of these items may or may not be able to be combined with each other and the result of savings will not be realized until the entire design is VE'ed based on the Town's direction for each item, and then re-priced. The VE effort and associated cost will be negotiated with the Town, once direction is received. Please note, labor and material continue to be volatile and potential savings may vary based upon pricing received at the time the project is re-bid.

Thank you for the opportunity to serve the Town of Fort Myers Beach. We look forward to the successful completion of this project. Please let me know if there are any questions.

DRMP, Inc.



Paul Benvie, P.E.
Office Leader

1. **Requested Motion:**

Meeting Date: September 9, 2021

Approve and accept the Sidewalk and Utility Easement from Estero Bay Hotel Company in accordance with their approved Master Concept Plan and authorize the execution of easement.

Why the action is necessary:

To formally accept the sidewalk and utility easement from Estero Bay Hotel Company.

What the action accomplishes:

Meets one of the requirements for Estero Bay Hotel Company's Master Concept Plan and provides for efficiencies with the construction of the downtown project.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Chelsea O'Riley, Public Works
Director

5. **Background:**

Estero Bay Hotel Company as approved in their Master Concept Plan (MCP) is required to provide sidewalks on their property. In conjunction with the Town's downtown utility/sidewalk project, Estero Bay Hotel has provided the sidewalk and utility easement so the Town's contractor may install the sidewalks on Estero Bay Hotel's Property as part of the downtown project. Estero Bay Hotel Company has remitted payment for what would be their portion of sidewalk.

Attachments:

1. Sidewalk and Utility Easement-Signed

Financial Impact:

6. **Alternative Action**

Do not accept.

7. **Management Recommendations:**

Approve and Accept the easement document.

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 - 8/27/2021
Approved - 8/27/2021
Approved - 9/2/2021
Approved - 9/2/2021
Final Approval - 9/3/2021

Prepared by and After Recording Return to:

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

SIDEWALK AND UTILITY EASEMENT

THIS SIDEWALK AND UTILITY EASEMENT ("Agreement") is made as of this _____ day of August 2021, by and between ESTERO BAY HOTEL COMPANY., whose mailing address is 416 Crescent Street, Fort Myers Beach, FL. 33931, ("Grantor") and the TOWN OF FORT MYERS BEACH, a Florida municipal corporation whose address is 2525 Estero Blvd., Fort Myers Beach, Florida 33931 ("Grantee"). Wherever used herein, the terms, "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.

WHEREAS, Grantor is the owner of certain real property in the Town of Fort Myers Beach, Lee County, Florida ("Town"), more particularly described in the attached Exhibit "A" with accompanying sketch of description and made a part hereof ("Grantor's Land"); and

WHEREAS, Grantee desires a perpetual, non-exclusive easement for public use and other appropriate purposes incidental thereto, in, on, over, under, and across a portion of Grantor's Land; and

WHEREAS, the Grantor is willing to grant a sidewalk and utility easement on a portion of Grantor's Land to the Grantee; and

WHEREAS, the Grantee, at its expense, shall cause a sidewalk and utility improvements to be constructed, maintained, replaced, and repaired on a portion of Grantor's Land, which portion is more particularly described in the attached Exhibit "B" with accompanying sketch of description and made a part hereof ("Easement Land").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the Grantor does grant the Grantee, subject to the terms hereof, a sidewalk easement for the public use, in perpetuity, in, on, over, under, and across the Easement Land.

1. Recitals. The recitals set forth above are hereby incorporated as if fully set forth herein.
2. Grant of Easement. The Grantor hereby grants Grantee a perpetual, nonexclusive easement in, on, over, under, and across the Easement Land described in Exhibit "B" for a public sidewalk, and utility improvements in perpetuity. This grant of easement is not a dedication to the public of the underlying fee simple ownership of the Easement Land.

3. Construction and Maintenance of Sidewalk and Utility Improvements. At Grantee's sole cost and expense, Grantee shall construct a sidewalk and utility improvements within the Easement Land pursuant to a site plan approved for Grantor's Land, and maintain, replace, and repair the sidewalk and utilities as necessary.

4. Termination/Relocation. Should the Grantee voluntarily cease using the Easement Land for a public sidewalk and/or utility improvements for a period of more than twelve (12) months (excluding acts of God, force majeure, construction activity, or other similar activities or causes outside the Grantee's control), this Agreement shall automatically terminate. The Grantee, through its Public Works and Utility Departments, in their reasonable discretion, may approve a request by Grantor to relocate this easement as described in Exhibit "B," to other lands owned by the Grantor.

5. Use by Grantor. Grantor, its successors and assigns, reserves the right to use and enjoy the Easement Land for all purposes consistent with this Agreement; provided, that, Grantor shall not construct or place or permit to be constructed or placed any structure or obstruction on the Easement Land.

6. Easement Runs with the Land. So long as this Agreement remains in effect, this Agreement, and the easements, covenants, conditions and provisions herein, shall run with the Grantor's Land and the Easement Land and will be binding upon the Parties hereto and their respective heirs, devisees, personal representatives, successors, transferees and assigns, except as otherwise provided herein.

7. Title Warranties. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement. Grantor represents that execution and delivery of this Agreement and performance of its obligations pursuant to this Agreement will not violate any agreement, instrument, order, judgment, decree, permit, approval, license, law, regulation or ordinance to which Grantor is a party or by which Grantor or Grantor's assets or the Grantor Property is bound or which otherwise affects the Grantor Property. Grantor shall indemnify, defend and hold Grantee and its successors and assigns harmless from and against all claims, damages, liabilities, losses, costs and expenses, including, without limitation, reasonable attorneys' fees arising from a breach of the representations, warranties, guarantees or covenants of Grantor contained in this Agreement.

8. Authority. The undersigned person executing this Agreement on behalf of Grantor represents and certifies that he or she has been fully empowered to execute and deliver this Agreement; that Grantor has full capacity to convey the Easement and other rights herein; and that all necessary action for the making of such conveyance has occurred. The undersigned person executing this Agreement on behalf of Grantee represents and certifies that he or she has been fully empowered to execute and deliver this Agreement; and that all necessary action for the execution of this Agreement has occurred.

9. Notices. All notices, demands and requests required or permitted to be given under this Agreement must be in writing and addressed to the appropriate Party at the appropriate address as set forth below and shall be deemed given and received (i) when hand delivered to the intended recipient, by any means; (ii) three (3) business days after the same is deposited in the United States

mails, with adequate postage prepaid, and sent by registered or certified mail, with return receipt requested; (iii) one (1) business day after the same is deposited with an overnight courier service of national or international reputation having a delivery area encompassing the address of the intended recipient, with the delivery charges prepaid; or (iv) when received via electronic mail at the intended recipient's email address set forth below (provided such email delivery and receipt is confirmed via return receipt of the noticing Party). The initial addresses of the parties shall be:

If to Grantor: Estero Bay Hotel Company
414 Crescent Street
Fort Myers Beach, FL. 33931
Attn: Doug Speirn-Smith
Email: dougspeirnsmith@gmail.com

If to Grantee: Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931
Attn: Ms. Chelsea O' Riley
Email: chelsea@fmbgov.com

A Party may change its address, intended recipient party or email address by notice given in accordance with this Section.

10. Amendment and Termination. This Agreement may only be amended or terminated by a written agreement signed by the Parties.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one instrument.

12. Enforcement; Attorneys' Fees. In the event that any Party is required to commence any action or proceeding against the other in order to enforce or interpret the provisions hereof, the prevailing Party in such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees.

13. Severability. If any provision in this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.

14. Governing Law and Recordation. This Agreement shall be governed by the laws of the State of Florida.

15. Interpretation. Nothing contained herein is to be construed as creating a joint venture or partnership between Grantee and Grantor.

16. Headings. The Section headings are included only for convenience and shall not be construed to modify or affect the covenants, terms, or provisions of any Section.

17. No Third-Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party.

18. Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

19. No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

20. **WAIVER OF JURY TRIAL.** EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

21. Miscellaneous.

a. The Parties hereto covenant and agree that they will from time to time, upon the request of another Party, and without further consideration, execute, acknowledge, and deliver in proper form any further instruments, and take such other actions, as such Party may reasonably require in order to carry out the intent of this Agreement.

b. This Agreement is the final expression of the complete and exclusive agreement between the Parties with respect to the subject matter hereof.

c. As soon as reasonably practicable after the execution and acknowledgment hereof, the Parties shall cause this Agreement to be recorded in the Official Records of Lee County, Florida.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Sidewalk Easement is entered into as of the date first set forth above.

GRANTOR:

Estero Bay Hotel Company



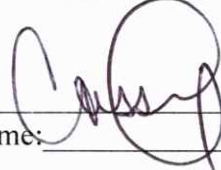
By: DOUG SPENCE-SMITH

Its: PRESIDENT

WITNESSES:



Name: CHRIS ARNER



Name: _____

STATE OF FLORIDA

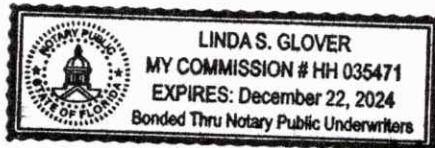
)

ss.

COUNTY OF LEE

)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 5th day of August, by DOUG SPENCE-SMITH, of Estero Bay Hotel Company., a State of Florida corporation, on behalf of the corporation; who (check one) [] is personally known to me or ☒ produced a valid _____ driver's license as identification.



Linda S. Glover

Print or Stamp Name: _____

Notary Public, State of Florida at Large

Commission No.: HH 035471

My Commission Expires: 12/22/24

SIGNATURE PAGE

GRANTEE:

Town of Fort Myers Beach, a Florida
municipal corporation

WITNESSES:

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA

)

)

ss.

COUNTY OF LEE

)

The foregoing instrument was acknowledged before me this ____ day of _____, by
_____ as _____ of
the Town of Fort Myers, Beach, who (check one) ☐ is personally known to me or ☐ produced a
valid _____ driver's license as identification.

Print or Stamp Name: _____

Notary Public, State of Florida at Large

Commission No.: _____

My Commission Expires: _____

SIGNATURE PAGE

EXHIBIT A
GRANTOR'S LAND

Air Photos: 2020 Hi-Res (4 inch)

1:1,600

US 41
Other Highways
Other Roads
Parcels Near

Page 72 of 311

**EXHIBIT B
EASEMENT LAND**

FOLIO ID: 10228393
OWNER: ESTERO BAY HOTEL COMPANY
INSTRUMENT#: 2013000273114

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

PART OF LOTS 21, 22, 23, 24, 25 AND A PORTION OF A 30.00 FEET VACATED RIGHT OF WAY, LYING WITHIN BLOCK E, CRESCENT PARK ADDITION, ACCORDING TO THE PLAT THERE OF, AS RECORDED IN PLAT BOOK 4, PAGE 46, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 20, BLOCK E, CRESCENT PARK ADDITION AS RECORDED IN PLAT BOOK 4 PAGE 46, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N00°43'09"E, ALONG THE WESTERLY LINE OF SAID LOT 20 FOR A DISTANCE OF 30.00 FEET; THENCE RUN N89°16'51"E, FOR A DISTANCE OF 11.60 FEET TO THE EASTERLY LINE OF TRACK 19, A RIGHT OF WAY TAKING PARCEL PER SETTLEMENT CASE 93-203-CA-RWP RECORDED IN OFFICIAL RECORDS BOOK 2353, PAGES 3036 THROUGH 3060, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N02°09'14"W, ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 65.14 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE N01°11'02"W, FOR A DISTANCE OF 251.50 FEET TO A TANGENT CURVE TO THE LEFT; THENCE RUN ALONG THE ARC OF THE CURVE HAVING A RADIUS OF 100.00 FEET; A CENTRAL ANGLE OF 22°58'10", A CORD BEARING OF N12°12'18"W, A CORD DISTANCE OF 39.82 FEET; AN ARC DISTANCE OF 40.09 FEET TO THE EASTERLY RIGHT OF WAY OF CRESCENT STREET (RIGHT OF WAY VARIES); THENCE RUN S00°43'09"E ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 135.63 FEET TO THE NORTH CORNER OF AFORE MENTIONED RIGHT OF WAY TAKING PARCEL 19 AND NORTHWEST CORNER OF LOT 24; THENCE RUN S05°46'55"E, ALONG SAID RIGHT OF WAY PARCEL 19 FOR A DISTANCE OF 96.21 FEET; THENCE RUN S2°09'14"E, FOR A DISTANCE OF 59.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 1506.84 SQUARE FEET OR ±0.035 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF CRESCENT STREET AS BEARING N00°43'09" RELATIVE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS (SECTION 12530-2614).
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.



TETRA TECH

www.tetrattech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: 407.839.3955 FAX: 407.839.3790

**TOWN OF FORT MYERS BEACH
CRESENT STREET
SIDEWALK EASEMENT**

**PROPOSED
SIDEWALK EASEMENT**

LAWRENCE E. JENKINS
PROFESSIONAL
SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5364
TETRA TECH - LB #26

Project No.: 200-74765-16002

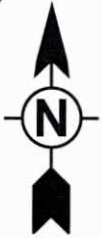
Date: 05-17-2021

Designed By: BLS / LEJ

Drawing No.

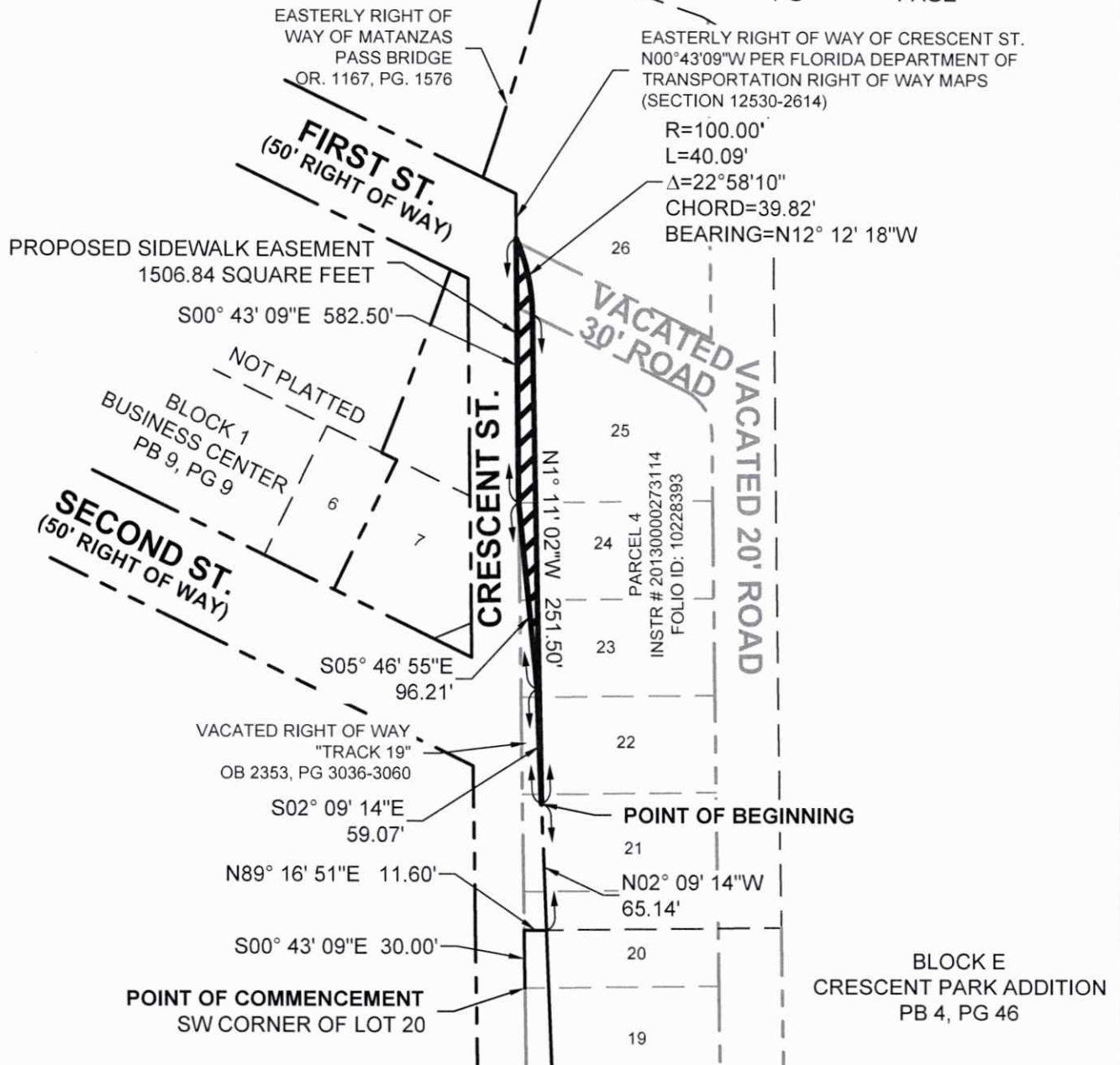
V-101

SHEET 1 OF 2



LEGEND

OR OFFICIAL RECORDS
PB PLAT BOOK
PG PAGE



TETRA TECH

www.tetrattech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: 407.839.3955 FAX: 407.839.3790

**TOWN OF FORT MYERS BEACH
CRESENT STREET
SIDEWALK EASEMENT**

**PROPOSED
SIDEWALK EASEMENT**

Project No.: 200-74765-16002

Date: 05-17-2021

Designed By: BLS / LEJ

Drawing No.

V-101

SHEET 2 OF 2

FOLIO ID: 10228393; 10127275
OWNER: ESTERO BAY HOTEL COMPANY
INSTRUMENT#: 2013000273114

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

PART OF LOT 7, BLOCK 1, BUSINESS CENTER, ACCORDING TO THE PLAT THERE OF, AS RECORDED IN PLAT BOOK 9, PAGES 9 & 10, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF PARCEL 4 AS DESCRIBED IN COUNTY CLERK'S INSTRUMENT NUMBER 2013000273114, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 1, BUSINESS CENTER, ACCORDING TO THE PLAT THERE OF, AS RECORDED IN PLAT BOOK 9, PAGES 9 & 10, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S00°43'09"E, ALONG THE WEST RIGHT OF WAY OF CRESCENT STREET (RIGHT OF WAY VARIES), FOR A DISTANCE OF 65.07 FEET TO THE NORTH LINE OF A PARCEL DEEDED TO LEE COUNTY IN OFFICIAL RECORDS BOOK 2364, PAGE 2893; THENCE RUN ALONG SAID PARCEL S67°37'22"W, FOR A DISTANCE OF 3.23 FEET; THENCE RUN N0°43'09"W, FOR A DISTANCE OF 155.00 FEET TO A CURVE CONCAVED WESTERLY; THENCE RUN ALONG THE ARC OF THE CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET; A CENTRAL ANGLE OF 35°42'04", A CORD BEARING OF N18°34'11"W, A CORD DISTANCE OF 24.52 FEET; AN ARC DISTANCE OF 24.92 FEET TO THE EASTERLY RIGHT OF WAY LINE FOR MATANZAS PASS BRIDGE RECORDED IN OFFICIAL RECORDS BOOK 1167, PAGE 1576, LEE COUNTY PUBLIC RECORDS; THENCE RUN ALONG THE EASTERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2904.79 FEET; SAID CURVE HAVING A CENTRAL ANGLE OF 0°05'29", A CORD BEARING OF N19°36'10"E, A CORD DISTANCE OF 4.64 FEET; AN ARC DISTANCE OF 4.64 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF FIRST STREET (50 FOOT RIGHT OF WAY); THENCE RUN S64°00'09"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 9.97 FEET TO AN INTERSECTION WITH AFORE MENTIONED CRESCENT STREET; THENCE RUN S0°43'09"E, ALONG THE WEST RIGHT OF WAY OF CRESCENT STREET FOR A DISTANCE OF 111.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 611.63 SQUARE FEET OR ±0.014 ACERS MORE OR LESS.

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF CRESCENT STREET AS BEARING N00°43'09" RELATIVE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS (SECTION 12530-2614).
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

LAWRENCE E. JENKINS
PROFESSIONAL
SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5364
TETRA TECH - LB #26



TETRA TECH

www.tetrattech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: 407.839.3955 FAX: 407.839.3790

TOWN OF FORT MYERS BEACH
CRESENT STREET
SIDEWALK EASEMENT

PROPOSED
SIDEWALK EASEMENT

Project No.: 200-74765-16002

Date: 05-17-2021

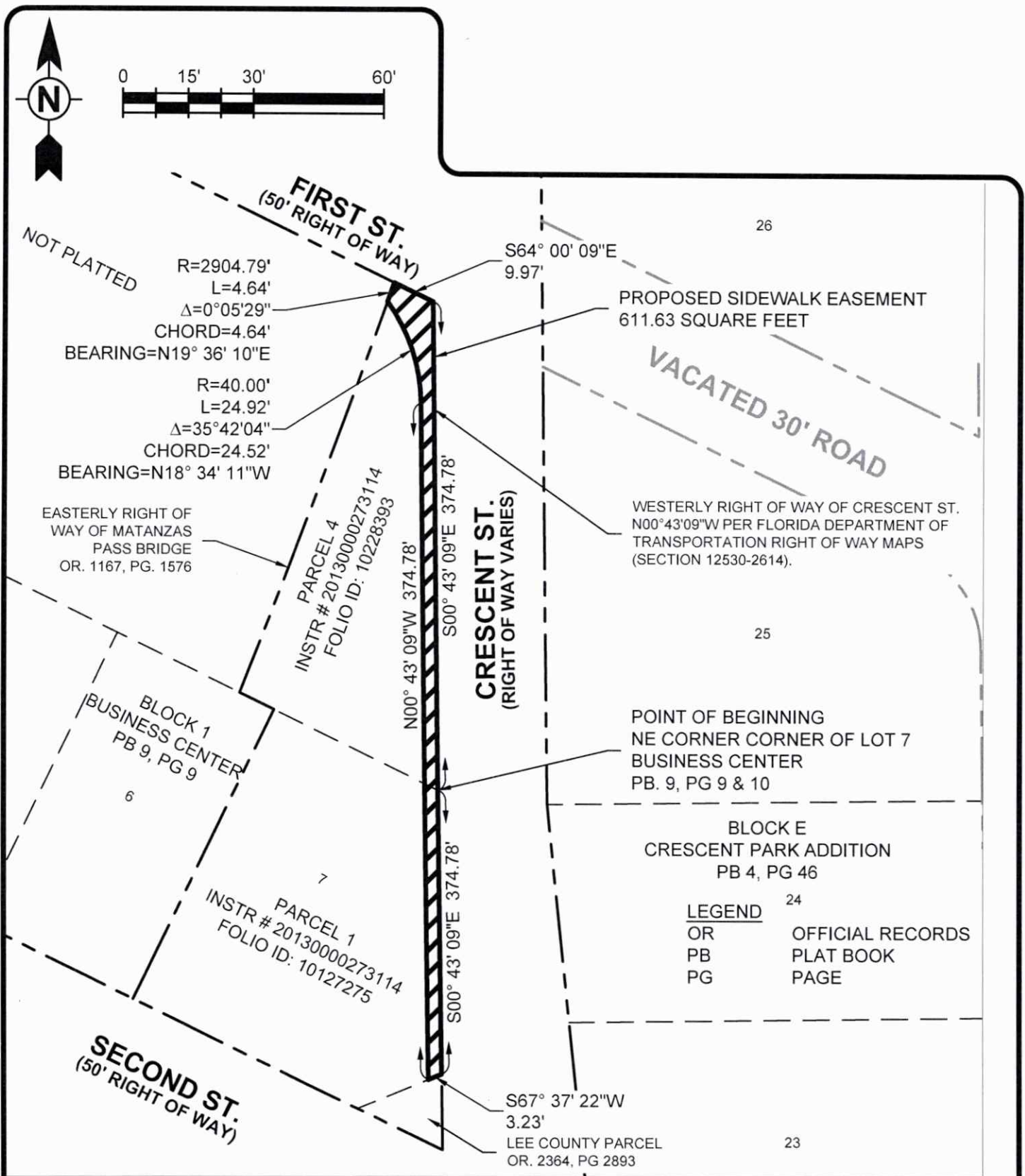
Designed By: BLS / LEJ

Drawing No.

V-101

SHEET 1 OF 2

Wednesday, July 14, 2021 1:10:15 PM DRAWING: O:\Projects\Orlando\VER\74765\200-74765-16002\CAD\Survey\DWG\seasement\CRESCENT EASEMENTS\WEST EASEMENT.DWG



TETRA TECH

www.tetrattech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: 407.839.3955 FAX: 407.839.3790

TOWN OF FORT MYERS BEACH
CRESENT STREET
SIDEWALK EASEMENT

PROPOSED
SIDEWALK EASEMENT

Project No.: 200-74765-16002

Date: 05-17-2021

Designed By: BLS / LEJ

Drawing No.

V-101

SHEET 2 OF 2

JOINDER AND CONSENT

THIS JOINDER OF MORTGAGEE is given this 25th day of August, on behalf of MidWestOne Bank a Florida Corporation
(Name of business entity) [Status of business entity (i.e., a Florida corporation, Georgia limited liability company, Delaware limited partnership, etc.)], whose mailing address is, 4099 Tamiami Trail North, Suite 100, Naples, Florida 34103 (hereinafter referred to as the "Mortgagee"), being the owner and holder of that certain mortgage dated 12/5/2013, made by, Estero Bay Hotel Company., whose mailing address is 414 Crescent Street, Fort Myers Beach, FL 33931, (hereinafter referred to as the "Mortgagor"), in favor of Mortgagee, which Mortgage has been recorded in Official Records Book 2013000273116, Page 25, of the Public Records of Lee County, Florida (the "Mortgage"), and encumbers, among other things, the real property described in Exhibit "A" herein.

WHEREAS, the Town of Fort Myers Beach (the "Town"), a Florida Municipal corporation, for good and valuable consideration, has or will obtain from the Mortgagor a perpetual non-exclusive Sidewalk Easement, more particularly described in Exhibit "B" herein; and

WHEREAS, the Town has requested the Mortgagee to join and consent to the Sidewalk Easement referenced above, and the Mortgagee has agreed to join and consent to the same.

NOW THEREFORE, in consideration of the premises and the recitals and covenants herein set forth, the Mortgagee agrees as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.
2. Joinder and Consent. The Mortgagee hereby joins and consents to the terms and conditions of the Sidewalk Easement recorded or to be recorded among the Public Records of Lee County, Florida, and further agrees, this Joinder and Consent may be recorded among the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, the Mortgagee has duly executed this Joinder and Consent as of the day and year first above written.

[SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE]

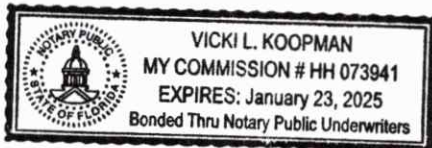
MORTGAGEE:

MidwestOne Bank

By: Minesh Dodia
Its: Vice President**WITNESSES:**Name: Denise FrancoName: Thomas D'BernardoSTATE OF FLORIDACOUNTY OF COLLER

ss.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of April 2020, by MINESH S. DODIA, of MIDWEST ONE BANK AUGUST a VICE PRESIDENT, a _____, on behalf of the corporation; who (check one) ☒ is personally known to me or ☐ produced a valid _____ driver's license as identification.

Print or Stamp Name: Vicki L. Koopman

Notary Public, State of Florida at Large

Commission No.: HH 073941My Commission Expires: 01-23-2025

SIGNATURE PAGE

1. **Requested Motion:**

Meeting Date: September 9, 2021

Authorize the Town Manager to execute an agreement with Softrim, LLC as an emergency procurement as provided for in Section 2-480(d)(1) of the Town Code.

Why the action is necessary:

Provides the Town with proactive monitoring, security and system maintenance while avoiding problems and downtime.

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

On August 25th, 2021, the Town received a 30-day cancellation letter from its current IT provider, Valeo Networks. Staff reviewed the performance of all prior Town contracted information technology service providers and determined that Softrim, LLC operating from Estero, offers the most complete coverage required by the Town. Softrim provided IT services to the Town from 2012-2017 but lost a prior RFP due to pricing at that time.

The annual rate for the services provided by Softrim, LLC is comparable to the amount budgeted for FY2022.

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 9/2/2021
Approved - 9/2/2021
Approved - 9/2/2021
Approved - 9/3/2021
Final Approval - 9/3/2021

1. Requested Motion:

Meeting Date: September 9, 2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE PROPOSED AD VALOREM MILLAGE RATE FOR THE TOWN OF FORT MYERS BEACH, FLORIDA FOR FISCAL YEAR 2021-2022 COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR THE GENERAL FUND; SETTING THE SECOND AND FINAL BUDGET ADOPTION PUBLIC HEARING FOR THURSDAY SEPTEMBER 16, 2021 AT 5:01 P.M.; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Florida Statute and the Town Charter establish the procedure for setting both the Town millage rate and Town budget for the operating year.

What the action accomplishes:

Complies with Florida state law and provides a basis for adoption of a final millage rate by Town Council.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

5. Background:

A Proposed Millage Rate must be adopted by the Town Council prior to August 1st each year, and submitted to the County Property Appraiser prior to August 4th. Fiscal Year 2021-2022 Ad Valorem is being tentatively proposed at .9900 mills. Once the millage rate has been set it cannot be increased, only reduced.

Florida Statute 12D-17.003 *Truth in Millage ("TRIM")* compliance as well as the Town Charter establishes the procedures for setting the Town's millage rate and adoption.

Attachments:

1. 21-34 Proposed 2021-2022 Millage
2. 05 - DR-420 Completed

Financial Impact:

6. Alternative Action

7. Management Recommendations:

8. Recommended Approval:

Jason Freeman, Contracts Manager/Deputy Town Clerk
Cheri Russ, Accounting Manager
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 8/31/2021
Approved - 8/31/2021
Approved - 9/2/2021
Approved - 9/2/2021
Final Approval - 9/3/2021

RESOLUTION NUMBER 21-34

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE PROPOSED AD VALOREM MILLAGE RATE FOR THE TOWN OF FORT MYERS BEACH, FLORIDA FOR FISCAL YEAR 2021-2022 COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR THE GENERAL FUND; SETTING THE SECOND AND FINAL PUBLIC HEARING FOR THURSDAY SEPTEMBER 16, 2021 AT 5:01 P.M. TO ADOPT THE FINAL OPERATING AD VALOREM MILLAGE RATE FOR FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the 2021 Tax Assessment Roll for the Town has been prepared, equalized, and certified, showing a total taxable value of real and personal property in the amount of \$3,816,376,785.00; and

WHEREAS, Section 200.065, *Fla. Stat.* requires rolled-back data to be presented in aggregate for the Town; and

WHEREAS, Section 200.065, *Fla. Stat.* establishes the method of determining and levying an ad valorem millage rate and adopting a budget for all taxing authorities in the State of Florida; and

WHEREAS, following proper notice, on September 9, 2021, the Town Council held the required public hearing to consider any adjustments to the tentative millage rate adopted on June 7, 2021 and, following public input, adopted a proposed ad valorem millage rate and tentative budget for fiscal year 2021-2022.

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

Section 1. The above recitals are true, correct, and incorporated herein by this reference.

Section 2. The Town Council does hereby adopt the proposed operating ad valorem millage rate for fiscal year 2021-2022 at .9900 mills, which is .9900 for each \$1,000 of assessed valuation. The current year rolled-back rate is .9096 mills. The proposed operating millage rate is

3.67% GREATER THAN the rolled-back rate.

Section 3. A public meeting and hearing will be held on September 16, 2021 at 5:01 PM at the Town Hall of the Town of Fort Myers Beach, Florida located at 2525 Estero Boulevard, Fort Myers Beach, Florida to consider and adopt the final millage rate for fiscal year 2021-2022.

Section 4. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

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

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:

John R. Herin, Jr., Town Attorney

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



CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2021	County : LEE
Principal Authority : TOWN OF FORT MYERS BEACH	Taxing Authority : TOWN OF FORT MYERS BEACH

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	3,861,376,785	(1)
2.	Current year taxable value of personal property for operating purposes	\$	27,722,554	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	3,889,099,339	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	10,316,673	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	3,878,782,666	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	3,713,639,808	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☒ NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES	☒ NO	Number 0 (9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		7/1/2021 12:09 PM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	0.9500	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	3,527,958	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	3,527,958	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	3,878,782,666	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	0.9096	per \$1000	(16)
17.	Current year proposed operating millage rate	0.9900	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	3,850,208	(18)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 3,527,958	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			0.9096 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 3,537,525	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 3,850,208	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			0.9900 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			8.84 %	(27)
First public budget hearing		Date : 9/9/2021	Time : 5:01 PM EST	Place : Fort Myers Beach Town Hall, 2525 Estero Blvd., Fort Myers Beach, FL 33931	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :				Date :
	Title : ROGER T. HERNSTADT, TOWN MANAGER		Contact Name and Contact Title : Cheri Russ, Budget Manager		
	Mailing Address : 2525 ESTERO BLVD		Physical Address : 2525 ESTERO BLVD		
	City, State, Zip : FORT MYERS BEACH, FL 33931		Phone Number : 2397650202		Fax Number : 2397650909

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

1. **Requested Motion:**

Meeting Date: September 9, 2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2021-2022 COMMENCING OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022; SETTING THE SECOND AND FINAL BUDGET ADOPTION PUBLIC HEARING FOR THURSDAY SEPTEMBER 16, 2021 AT 5:01 P.M.; AND PROVIDING FOR AN EFFECTIVE DATE

Why the action is necessary:

Florida Statute requires the Town to hold two hearings to adopt an operating budget and capital budget as part of the annual budget process.

What the action accomplishes:

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. 21-41 Setting FY21-22 Tentative Budget
2. FY21-22 Tentative Budget

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 8/31/2021
Approved - 9/1/2021
Approved - 9/2/2021
Approved - 9/2/2021
Final Approval - 9/3/2021

RESOLUTION NO. 21-41

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2021-2022 COMMENCING OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022; SETTING THE SECOND AND FINAL BUDGET ADOPTION PUBLIC HEARING FOR THURSDAY SEPTEMBER 16, 2021 AT 5:01 P.M.; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, Section 200.065, *Florida Statutes* establishes the method of determining and levying an ad valorem millage rate and adopting a budget for all taxing authorities in the State of Florida; and

WHEREAS, following proper notice, on September 9, 2021, the Town Council held the required public hearing to consider any adjustments to the tentative millage rate adopted on June 7, 2021 and, following public input, adopted a proposed ad valorem millage rate and tentative budget for fiscal year 2021-2022.

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

Section 1. The above recitals are true, correct, and incorporated herein by this reference.

Section 2. The Town Council does hereby adopt the tentative annual budget for fiscal year 2021-2022, attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council does hereby adopt the capital improvement plan for fiscal year 2021-2022, attached hereto and incorporated herein as Exhibit "A" at page 82.

Section 4. The Town Council does hereby adopt the fee schedule for fiscal year 2021-2022, attached hereto and incorporated herein as Exhibit "A" at page 95.

Section 5. A public meeting and hearing will be held on September 16, 2021 at 5:01 PM at the Town Hall of the Town of Fort Myers Beach, Florida located at 2525 Estero Boulevard, Fort Myers Beach, Florida to consider and adopt the final Town budget, capital improvement plan and fee schedule for fiscal year 2021-2022.

Section 6. 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 Vice Mayor Hosafros and seconded by Council Member Allers, and upon being put to a vote, the result was as follows:

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

ADOPTED this 9th day of September 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

John R. Herin, Jr., Town Attorney

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



Annual Budget

2021-2022



Prepared By:

TOWN OF FORT MYERS BEACH FINANCE DEPARTMENT

PRINCIPAL OFFICIALS

***RAY MURPHY
MAYOR***

***REXANN HOSAFROS
VICE MAYOR***

***DAN ALLERS
COUNCIL MEMBER***

***JIM ATTERHOLT
COUNCIL MEMBER***

***BILL VEACH
COUNCIL MEMBER***

***ROGER T. HERNSTADT
TOWN MANAGER***

***JOHN R. HERIN JR.
TOWN ATTORNEY***

***AMY BAKER
TOWN CLERK***

***ALISON GIESEN
RECREATION & CULTURE DIRECTOR***

***CHELSEA O'RILEY
PUBLIC WORKS DIRECTOR***

***CHRISTY CORY
WATER UTILITY DIRECTOR***



**TOWN OF FORT MYERS BEACH
FY 2021-2022 ADD-ON LIST
BUDGET UTILIZING .95 MILLAGE RATE**

Tax Information:

Current Year Millage & Revenue - @ 96% - Information Only	0.9500	\$	3,546,858		
Proposed Millage & Revenue - @ 96% - Information Only	0.9900	\$	3,696,200	\$	149,341

Revenues - Informational

Ad Valorem Taxes	\$	3,546,858
Parking	\$	1,400,000
Public Service Tax	\$	900,000
Building Permits	\$	677,000
Half Cent Sales Tax	\$	610,000
Communication Svc Tax	\$	585,000
Administrative Charges	\$	240,000
State Revenue Sharing	\$	200,000
Local Option Gas Tax	\$	190,000
New Local Option Gas Tax	\$	140,000
All Others	\$	5,662,270

Total Operating Revenues \$ 14,151,128

Loan Project Exp from General Reimburse	\$	172,200
Carry Forward Fund Balance	\$	1,836,700
Projected Savings from FY21	\$	1,048,100
Total	\$	3,057,000

Informational Only

Reserves - Funded in Budget

GFOA	\$	1,330,000
Emergency	\$	500,000
Legal	\$	215,000
Compensated Absences	\$	110,000
Beach	\$	100,000
Grant Matches	\$	372,000
Total	\$	2,627,000

Other - Funded in Budget

Insurance Premium Increase	\$	91,000
Health Premium Increase	\$	47,000
\$1/Hr FT Longevity Pay Plan Adj	\$	100,000
Annual Employee Bonus	\$	100,000
FT Finance Director Adjustment	\$	45,000
Public Safety Committee	\$	2,500
Anchorage Advisory Comm	\$	2,500
CELCAB	\$	10,000
MRTF Projects (includes bags)	\$	10,000
 Annual Debt Service (\$10M Loan)	 \$	 581,400

Town Hall Maintenance (Approved last year)

- Contracted Svcs (Plumbing/Security)	\$	7,000
- Other Svcs (Cameras/Carpet)	\$	4,500
- Storage Rentals	\$	2,400
- Electric	\$	1,000
- Repairs & Maint.	\$	2,300
- Operating Supplies	\$	5,000
Total	\$	22,200

Revenues Available

Revenues	\$	14,151,100
Carry Forward & Savings	\$	3,057,000
Total	\$	17,208,100

Expenses

Proposed Budgeted Expenses	\$	13,956,400
R&R - Capital	\$	730,000
Total	\$	14,686,400

Net Available \$ 2,521,700

Recurring Operating Expenses

Cultural Services - additional requests

- Bay Oaks	\$	31,000
- Bay Oaks Pool	\$	23,500
- Mound House	\$	24,000
- Newton Park	\$	2,200
	\$	(80,700)

Add On Items

Community Policing	\$	230,000
Times Square/Shades	\$	1,100,000
Laguna Shores Dredging (1,000,000)	\$	500,000
Landscaping	\$	100,000
Bayside Dock	\$	100,000
Mooring Field	\$	100,000
Lighting Project	\$	100,000
Generator	\$	76,700
Mound House Museum Restoration	\$	48,000
TH Ducts	\$	23,000
Pilot Project - Rodent Control	\$	20,000
Leadership Conference	\$	8,000
Streetside Exotic Plant Removal	\$	5,000
Sekonic Spectrometer C-7000	\$	2,500
Sea Turtle Annual Notice	\$	1,500
FBSPA Conf/Mmbrshp	\$	1,500
Total Add On Requests	\$	(2,416,200)
		\$ (2,496,900)

Unencumbered Balance \$ 24,800



The Honorable Mayor and member of the Town Council
Town of Fort Myers Beach
2525 Estero Blvd
Fort Myers Beach, Florida 33931

Councilors:

On behalf of the staff of the Town of Fort Myers Beach, I am pleased to submit the proposed Fiscal Year 2021-2022 budget for the General Fund and the Town's Utility operations.

The Town staff is committed to being cost wise, efficient and effective with the Town's revenues. To that end our general operating budget remains funded at .87 mills per \$1000 of property value. The Town staff has achieved "carry forward savings" of unanticipated revenues combined with spending below the authorized budget each year since 2017. And while it is true that we have experienced statutorily capped property value roll growth, we have also experienced inflation and in 2021 alone it is estimated in excess of 5%.

As you may recall, Town Council has raised the millage to .95 as a strategy to fund the financing of the redevelopment of Bay Oaks Recreational Center Bayside Park and Times Square at an estimated \$10 million in construction. This fiscal year Town Council is considering an increase to .99 mills for public safety related initiatives. Our cash position continues to strengthen and our reserves are growing so that we are in a better position to address unforeseen challenges. We continue to renew and replace existing Town assets and implement new strategic improvements to our Town and its facilities at the direction of Town Council.

The Town, with the Councils support, has steadfastly continued to implement its water and stormwater improvements funded by the rate adjustments recommended by an independent rate consultant. This collaboration has allowed us to progress beyond the joint project with Lee County to complete our downtown streets and move on to our most needy of upgrades local roads in 2022. Our project costs are below initial estimates and financed through the State Revolving Funding program. Our stormwater maintenance efforts have been enhanced and are now self-funded without further contributions from the general fund or gas taxes.

We have experienced and fought through red tide, blue/green algae, hurricanes and Covid-19 shutdowns due to our sound emergency strategies and financial reserves all while our rates and fees remain stable and "low" by comparison to our municipal peers.

FORT MYERS BEACH ESTERO ISLAND

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



I believe and have shared with you that good government is best achieved by teamwork of the Council and your committees (representing the property owners), the manager and the attorney and most importantly staff. We still have much more ahead of us to accomplish. While we are well ahead of most other municipalities, we must continue to improve to stay ahead. I am extremely appreciative of the opportunity to work collaboratively with all of you to achieve these goals.

Sincerely,

Roger T. Hernstadt
Town Manager



FY 2021-2022 ANNUAL BUDGET

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Ad Valorem Tax Information



FMB PROPERTY TAX BURDEN



Home Value		\$500,000
Millage rate	1.00	500
Millage rate	0.99	495
Millage rate	0.95	475
Millage rate	0.90	450

Example: xxx Carolina Ave - 2020 Assessed Value \$538,613; Total Tax Bill \$8,180.54; Town of FMB receives \$511.68 or .06%

TAXABLE VALUE AND REVENUE GENERATED BY MILLAGE

2021 TAXABLE VALUE		\$ 3,889,099
MILL	100%	96%
0.10	\$384,812	\$369,420
0.20	\$769,625	\$738,840
0.30	\$1,154,437	\$1,108,259
0.40	\$1,539,249	\$1,477,679
0.50	\$1,924,062	\$1,847,099
0.60	\$2,308,874	\$2,216,519
0.70	\$2,693,686	\$2,585,939
0.80	\$3,078,498	\$2,955,358
0.87	\$3,347,867	\$3,213,952
0.90	\$3,463,311	\$3,324,778
Current → 0.95	\$3,655,717	\$3,509,488
Proposed → 0.99	\$3,809,642	\$3,657,256
1.00	\$3,889,099	\$3,733,535

Historical Tax Rates & Proceeds

Taxable value, Millage Rates, and Taxes levied since incorporation

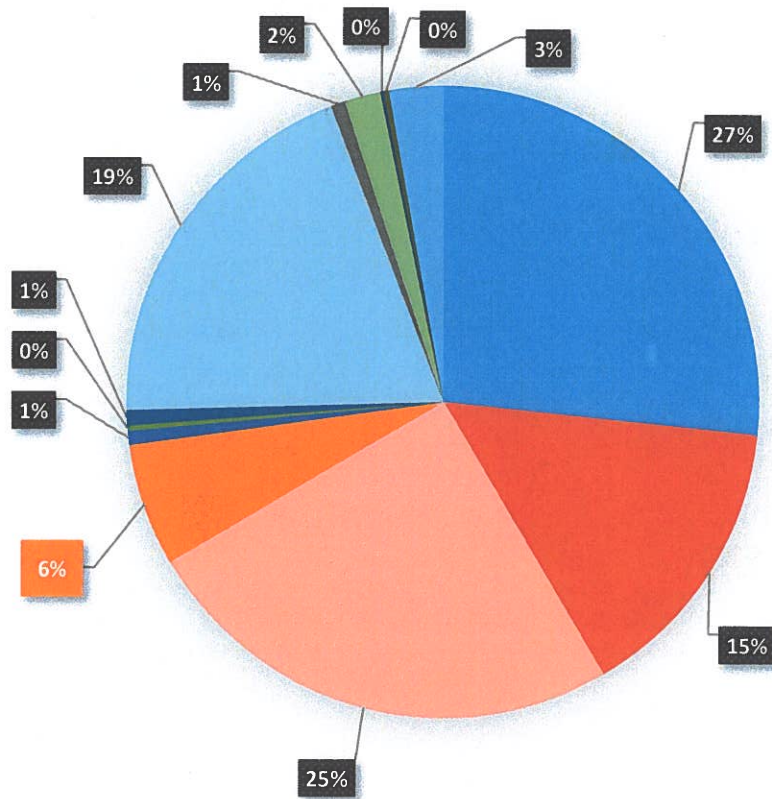
Fiscal Year	Final Taxable Value	Millage	Taxes Levied (100%)
1996	1,097,507,100	1.0604	1,163,797
1997	1,149,535,220	1.0961	1,260,006
1998	1,192,180,910	1.0961	1,306,749
1999	1,289,215,850	1.0961	1,413,109
2000	1,387,116,900	1.0961	1,520,419
2001	1,616,283,120	1.0400	1,680,934
2002	1,888,027,310	1.0400	1,963,548
2003	2,291,140,270	1.0000	2,291,140
2004	2,665,675,540	0.8500	2,265,824
2005	3,063,418,220	0.7498	2,296,951
2006	3,780,475,940	0.6096	2,304,578
2007	3,910,189,400	0.6053	2,366,838
2008	3,422,119,910	0.7093	2,427,310
2009	3,003,712,140	0.8187	2,459,139
2010	2,639,001,882	0.9144	2,413,103
2011	2,526,745,775	0.8144	2,057,782
2012	2,472,045,775	0.7687	1,900,262
2013	2,523,669,687	0.7687	1,939,945
2014	2,669,949,004	0.7687	2,052,390
2015	2,821,651,000	0.7687	2,169,003
2016	3,121,463,874	0.8000	2,497,171
2017	3,076,325,000	0.8000	2,461,060
2018	3,324,763,223	0.8700	2,892,544
2019	3,561,171,592	0.8700	3,098,219
2020*	3,690,694,551	0.9500	3,506,160

*Increased by Town Council to fund \$10 million loan



Tax Percentage to Taxing Authority

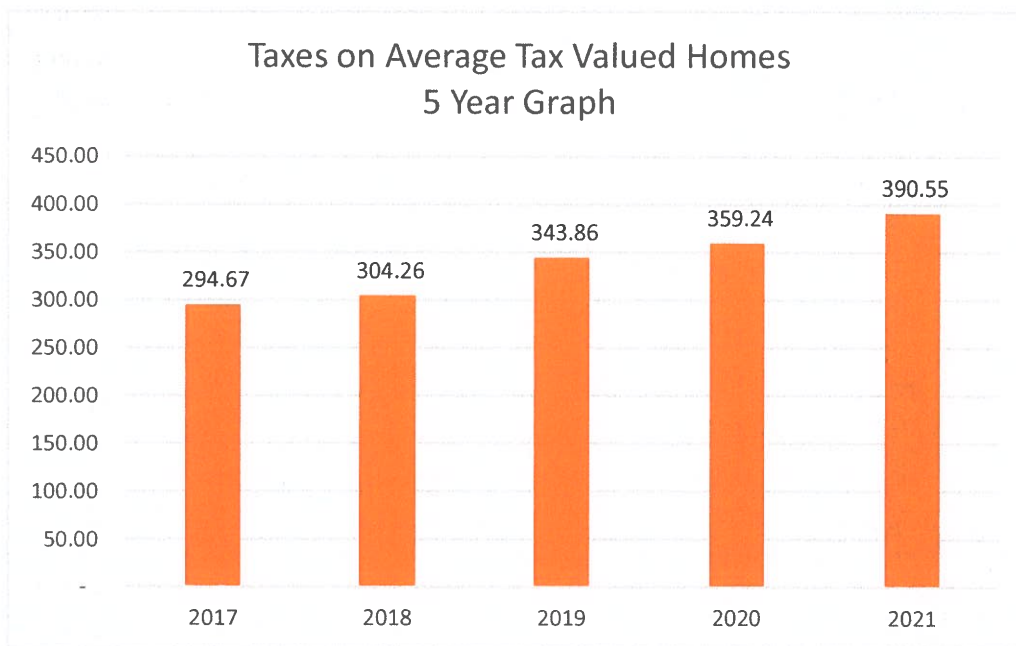
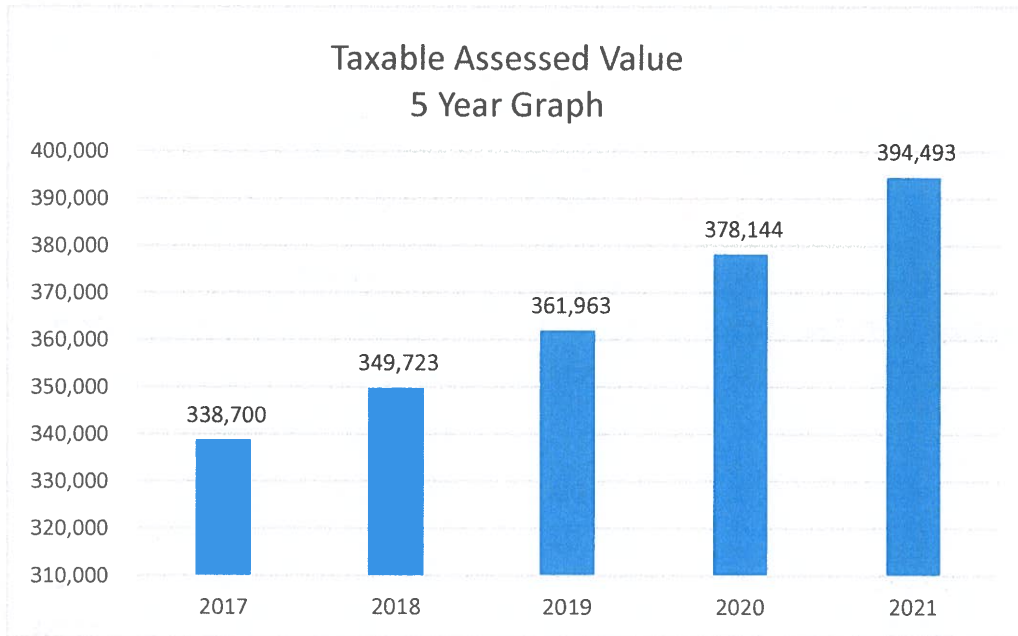
Based on a home on FMB assessed at \$538,000 the Town of Fort Myers Beach receives 6% of the total tax bill



Lee County General Revenue - 27% - \$2181.71	Public School - By Local Board -15% - \$1210.80
Public School - By State Law - 25% - \$2052.12	Town of Ft Myers Beach - 6% - \$511.68
SFL Water Mgmt District Levy- 1% - \$59.41	SFL Water Mgmt Everglade Const - 0% - \$20.47
SFL Water Mgmt Okeechobee Levy - 1% - \$64.20	Ft Myers Beach Fire District - 20% - \$1607.81
Ft Myers Beach Mosquito - 1% - \$60.49	Ft Myers Beach Library - 2% - \$152.91
Lee County Hyacinth Control - 0% - \$11.90	West Coast Inland Navigation District - 0% - \$21.22
Lee County Solid Waste Assmt - 3% - \$225.82	



Town of Fort Myers Beach 5 Years Average Taxable Value of Residential Property





CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2021	County: LEE
Principal Authority: TOWN OF FORT MYERS BEACH	Taxing Authority: TOWN OF FORT MYERS BEACH

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$ 3,861,376,785	(1)
2.	Current year taxable value of personal property for operating purposes	\$ 27,722,554	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$ 0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$ 3,889,099,339	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$ 10,316,673	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$ 3,878,782,666	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$ 3,713,639,808	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES ☒ NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES ☒ NO	Number 0 (9)
SIGN HERE	Property Appraiser Certification I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser:		Date:
	Electronically Certified by Property Appraiser		7/1/2021 12:09 PM

SECTION II: COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.			
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	0.9500	per \$1,000 (10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$ 3,527,958	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$ 0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$ 3,527,958	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$ 0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$ 3,878,782,666	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	0.9096	per \$1000 (16)
17.	Current year proposed operating millage rate	0.9900	per \$1000 (17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$ 3,850,208	(18)

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP HERE - SIGN AND SUBMIT				
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	3,527,958	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>	0.9096	per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	3,537,525	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	3,850,208	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>	0.9900	per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		8.84 %	(27)
First public budget hearing		Date : 9/9/2021	Time : 5:01 PM EST	Place : Fort Myers Beach Town Hall, 2525 Estero Blvd., Fort Myers Beach, FL 33931
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title : ROGER T. HERNSTADT, TOWN MANAGER		Contact Name and Contact Title : Cheri Russ, Budget Manager	
	Mailing Address : 2525 ESTERO BLVD		Physical Address : 2525 ESTERO BLVD	
	City, State, Zip : FORT MYERS BEACH, FL 33931		Phone Number : 2397650202	Fax Number : 2397650909



MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

Reset Form

Print Form

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2021		County: LEE	
Principal Authority : TOWN OF FORT MYERS BEACH		Taxing Authority: TOWN OF FORT MYERS BEACH	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	0.9096 per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2020 Form DR-420MM, Line 13	0.9446 per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	0.9500 per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 0	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 0	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 0	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 0	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	0.0000 per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	0.9096 per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0443	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	0.9499 per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	1.0449 per \$1,000	(14)
15.	Current year proposed millage rate	0.9900 per \$1,000	(15)
16.	Minimum vote required to levy proposed millage: (Check one)		(16)
☐	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☒	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	0.9900 per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 3,889,099,339	(18)

Continued on page 2

Taxing Authority : TOWN OF FORT MYERS BEACH		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 3,850,208	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 3,850,208	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 3,850,208	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 3,850,208	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : ROGER T. HERNSTADT, TOWN MANAGER	Contact Name and Contact Title : Cheri Russ, Budget Manager	
	Mailing Address : 2525 ESTERO BLVD	Physical Address : 2525 ESTERO BLVD	
	City, State, Zip : FORT MYERS BEACH, FL 33931	Phone Number : 2397650202	Fax Number : 2397650909

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

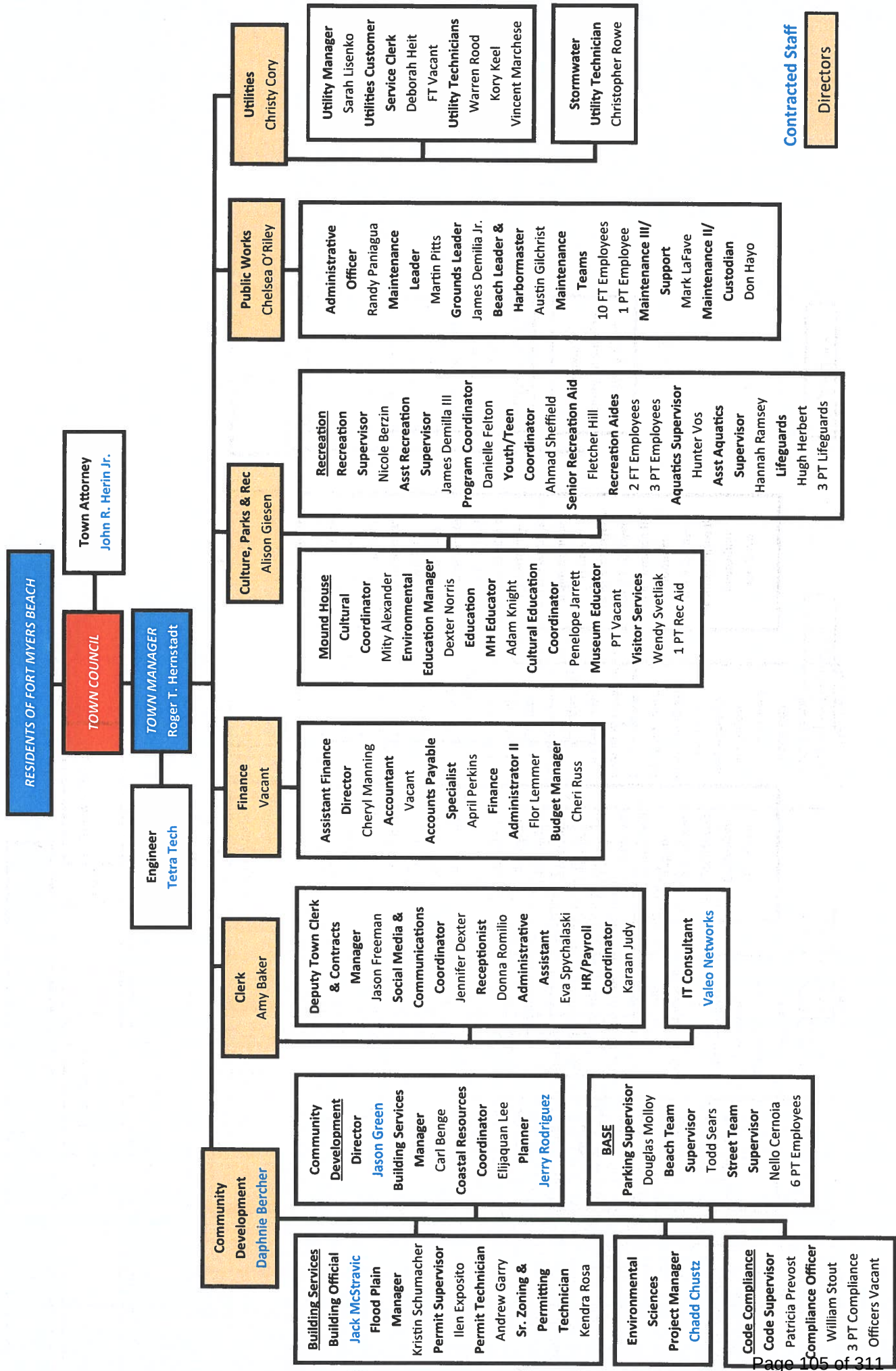


Personnel Information



FORT MYERS BEACH • ESTERO ISLAND

ORGANIZATIONAL CHART





CURRENT PERSONNEL CONTROL

Fund/Department	Position Title		FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
Fund 10							
Executive	Town Manager	1	1	1	1	1	1
	Executive Assistant		1	0	0	0	0
Town Clerk	Town Clerk		1	1	1	1	1
	Receptionist		0	0	1	1	1
	Contracts Manager/Deputy Clerk		0	0	1	0.5	1
	Communications Coordinator		0	0	0	1	1
	Administrative Assistant		0	0	0	0.5	1
	HR/Payroll Coordinator	6	0	0	0	0	1
Finance	Finance Director		0.5	0.5	0.5	0.5	1
	Assistant Finance Director		0	0	0	0	1
	Director of Admin Services		1	1	0	0	0
	Administrative Officer		0	1	0	0	0
	Budget/Accounting Manager		0	0	0	0	1
	Accounts Payable Specialist		1	1	1	1	1
	Accounting Administrator II		0	0	0	0	1
	HR/Finance Coordinator		1	1	1	1	0
	Senior Accountant		1	1	1.5	0.5	0
	Accountant II	6	0	0	0	0	1
Community Development	Director of Community Development		1	0	0	0	0
	Building Services Manager/Assistant						
	Community Development Director		0	1	1	0	1
	Principal Planner		1	1	0	0	0
	Environmental Tech		1	1	1	1	0
	Zoning & Permit Tech (Moved to Bldg)		1	1	1	0	0
	Permit Tech (Moved to Bldg)		2	2	2	0	0
Code Compliance	Administrative Assistant	2	1	1	1	1	1
	Code Compliance Officer - Full Time		0	0	0	0	0
	Code Compliance Officer - Part Time		2	2	2	1.5	2
Public Works - Administration	Administrative Assistant	3	0	0	0	1	1
	Public Works Director		1	0	0	1	1
	Administrative Officer I		0	0	0	1	1
Public Works - Maintenance	Public Works Manager		0	1	1	0	0
	Administrative Assistant	2	1	0.5	1	0	0
	Maintenance Leader - Grounds		1	1	1	1	1
	Maintenance Leader - Public Works		1	1	1	1	1
	Maintenance Supervisor		1	0	0	0	0
	Maintenance - Custodial		1	1	1	1	1
	Maintenance Support		1	1	1	1	1
Parking	Maintenance Worker - Full Time	9	5	6	5	5	5
	Compliance Supervisor		2	2	2	3	2
	Compliance Team Leader		0	0	0	0	1
Bay Oak Recreation Center	Compliance Ambassador	6	4	4	4	3	3
	Recreation Director		1	1	0	0	0.5
	Recreation Campus Manager		0	0	1	1	0
	Recreation Supervisor		0	0	1	1	1
	Assistant Recreation Supervisor		0	0	0	0	1
	Program Coordinator Lead		1	1	0	0	0
	Senior Recreation Aide		0	0	0	0	1



CURRENT PERSONNEL CONTROL

Fund/Department	Position Title	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
Fund 10 (Continued)						
Bay Oak Recreation Center (cont'd)	Program Coordinator Senior	2	2	2	2	1
	Programs/Active Lifestyle Coordinator	1	1	1	1	1
	Program Coordinator Youth	1	1	0	0	2
	Recreation Aide - Full Time	0.5	0.5	0	0	0
	Lead Recreation Aide	3	2.5	3.5	3.5	1.5
	Recreation Aide - Part Time	0	0.5	0.5	0	0
Bay Oaks Pool	Recreation Aide/Maintenance	1	1	1	1	1
	Aquatics Supervisor	0	0	1	1	1
	Assistant Aquatics Supervisor	1	5	0	0	1
	Head Lifeguard	5	2.5	3	3	1
	Recreation Lifeguard - Full Time	0	0	0	0	0.5
Mound House	Recreation Lifeguard - Part Time	1	1	1	1	0.5
	Cultural Affairs Director	1	1	1	1	1
	Environmental Educator	1	1	1	1	1
	Cultural Resources Coordinator	0	0	1	1	1
	Educator	0.5	0.5	0.5	0.5	0.5
	Education Coordinator	0	0	0	0	1
	Museum Educator	0	0	0	0	0.5
	PT Recreation Aide	0.5	0.5	1	0.5	0.5
	Museum Interpreter	0.5	0.5	1	0.5	0.5
	Visitor Services Associate (Seasonal)	0.5	0.5	1	0.5	0.5
Fund 21						
Storm Water Maintenance	Storm Water Technician	0	0	0	1	0
	Storm Water Technician II	0	0	0	0	1
Fund 22						
TDC Beach Maintenance	Maintenance Crew Lead/Harbor Master	1	1	1	1	1
	Maintenance Worker - Full Time	4	4	4	4	4
	Maintenance Worker - Part Time	0	0	0	1.5	1
	Compliance Ambassador - Parking	0	0	0	0	1
	Compliance Ambassador	0	0	0	1	0
TDC Mound House	Maintenance Worker 1	0	0	0	0	2
Fund 24						
Building Services	Building Services Manager (Moved to Community Development)	0	0	0	1	0
	Coastal Resource Coordinator	0	0	0	0	1
	Zoning & Permit Tech	0	0	0	1	1
	Permit Tech	0	0	0	3	2
Fund 50						
Water Services	Utility Director	1	1	1	1	1
	Assistant Finance Director (Water Utility)	1	1	1	1	0
	Customer Service Clerk - Full Time	1	1	1	1	2
	Billing Clerk	1	1	1	1	0
	Utility Manager	0	0	0	0	1
	Utility Technician II	0	0	0	0	1
	Water Utility Tech	2	3	3	3	2
TOTAL:		76	66.5	68.5	65.5	69



CURRENT PERSONNEL COST

Title	Hourly Rate	Base Annual	2% Benefits		Total Benefit	Total Cost
		Salary	Allow	SSI @ 0.0765		
Town Manager	82.16	170,893	3,418	13,073	42,951	230,335
Town Clerk	36.00	74,880	1,498	5,728	20,928	103,034
Front Desk Receptionist	17.00	35,360	707	2,705	22,481	61,253
Contract Manager/Deputy Town Clerk	27.00	56,160	1,123	4,296	17,780	79,359
Social Media & Comm Coordinator	36.06	75,005	1,500	5,738	16,733	98,976
HR/Payroll Coordinator	28.00	58,240	1,165	4,455	15,968	79,828
Administrative Assistant	17.00	35,360	707	2,705	13,562	52,334
Finance Director	36.00	37,440	749	2,864	13,936	54,989
Assistant Finance Director	35.00	72,800	1,456	5,569	19,718	99,543
Accounts Payable Specialist	17.00	35,360	707	2,705	11,308	50,080
Accountant II	23.00	47,840	957	3,660	14,424	66,881
Budget Manager	29.81	62,005	1,240	4,743	14,918	82,906
Finance Admin II	18.00	37,440	749	2,864	15,542	56,595
Building Services Manager (Planner)	33.00	68,640	1,373	5,251	19,392	94,655
Coastal Resources Coordinator	22.00	45,760	915	3,501	13,771	63,947
Code Supervisor	24.00	49,920	998	3,819	17,455	72,192
Code Compliance Officer	20.00	31,200	0	2,387	0	33,587
Code Compliance/BASE Officers	18.00	28,080	0	2,148	0	30,228
Code Compliance/BASE Officers	17.00	26,520	0	2,029	0	28,549
Code Compliance/BASE Officers	17.00	26,520	0	2,029	0	28,549
Flood Plain Coordinator	21.00	43,680	874	3,342	13,928	61,823
Zoning & Permitting Technician	25.00	52,000	1,040	3,978	27,181	84,199
Permit Tech II	20.00	41,600	832	3,182	15,982	61,597
Permit Tech I	18.00	37,440	749	2,864	13,773	54,826
Public Works Director	39.00	81,120	1,622	6,206	20,817	109,765
Administrative Officer I	20.00	41,600	832	3,182	13,538	59,152
Maintenance Worker III (Lead)	25.00	52,000	1,040	3,978	21,717	78,735
Maintenance Worker II	22.00	45,760	915	3,501	17,299	67,475
Maintenance Worker I	17.00	35,360	707	2,705	12,935	51,707
Maintenance Worker II	22.00	45,760	915	3,501	17,369	67,545
Maintenance Worker I	15.00	31,200	624	2,387	13,001	47,212
Maintenance Worker III (Lead)	25.00	52,000	1,040	3,978	17,442	74,460
Maintenance Worker I	17.00	35,360	707	2,705	13,428	52,200
Maintenance Worker I	19.00	39,520	790	3,023	16,448	59,782
Maintenance Worker I	15.00	31,200	624	2,387	14,109	48,320
Harbormaster/Maintenance Worker III	25.00	26,000	520	1,989	4,678	33,187
Beach and Street Supervisor I	19.00	39,520	790	3,023	21,389	64,722
Beach and Street Supervisor II	25.00	52,000	1,040	3,978	22,047	79,065
Beach and Street Supervisor I	22.00	45,760	915	3,501	14,678	64,853
Beach Ambassador	16.00	24,960	0	1,909	0	26,869
Beach Ambassador	16.00	24,960	0	1,909	0	26,869
Beach Ambassador	16.00	24,960	0	1,909	0	26,869
Beach Ambassador	16.00	24,960	0	1,909	0	26,869
Beach Ambassador	16.00	24,960	0	1,909	0	26,869
Beach Ambassador	16.00	24,960	0	1,909	0	26,869
Utility Director	39.00	81,120	1,622	6,206	26,306	115,254
Utilities Customer Service Clerk	19.00	39,520	790	3,023	14,019	57,352
Utilities Customer Service Clerk	19.00	39,520	790	3,023	14,019	57,352
Water Utility Tech	19.00	39,520	790	3,023	14,019	57,352
Water Utility Tech	18.00	37,440	749	2,864	13,445	54,497
Water Utility Tech	23.00	47,840	957	3,660	16,929	69,385
Utility Manager	24.00	49,920	998	3,819	16,954	71,691
Director of Culture/Parks & Recreation	52.16	54,246	1,085	4,150	11,636	71,117
Recreation Supervisor	21.00	43,680	874	3,342	13,787	61,682
Assistant Recreation Supervisor	19.00	39,520	790	3,023	14,660	57,993
Program Coordinator-Youth and Teen	18.00	37,440	749	2,864	13,960	55,013
Program Coordinator	21.00	43,680	874	3,342	16,457	64,352
Senior Recreation Aide	18.00	37,440	749	2,864	16,066	57,119
Recreation Aid	16.00	33,280	666	2,546	15,662	52,154
Recreation Aid	18.00	37,440	749	2,864	16,090	57,143
Recreation Aid	13.00	20,280	0	1,551	0	21,831
Recreation Aid	13.00	20,280	0	1,551	0	21,831
Recreation Aid	13.00	20,280	0	1,551	0	21,831
Aquatics Supervisor	21.00	43,680	874	3,342	13,725	61,620
Assistant Aquatics Supervisor	17.00	35,360	707	2,705	13,248	52,020
Lifeguard	13.00	20,280	0	1,551	0	21,831
Lifeguard II	16.00	33,280	666	2,546	15,184	51,676
Lifeguard	13.00	13,520	0	1,034	0	14,554



CURRENT PERSONNEL COST

Title	Hourly Rate	Base Annual	2% Benefits		Total Benefit	Total Cost
		Salary	Allow	SSI @ 0.0765		
Lifeguard	13.00	14,040	0	1,074	0	15,114
Lifeguard	13.00	13,520	0	1,034	0	14,554
Lifeguard	13.00	13,520	0	1,034	0	14,554
Director of Culture/Parks & Recreation	52.16	54,246	1,085	4,150	11,636	71,117
Environmental Educator	23.00	47,840	957	3,660	16,937	69,394
Cultural Coordinator	22.00	45,760	915	3,501	17,008	67,184
Mound House Educator	21.00	43,680	874	3,342	10,976	58,871
Museum Educator	23.00	47,840	957	3,660	11,156	63,613
Cultural - Education Coordinator	23.00	23,920	0	1,830	0	25,750
Part Time Rec Aide	13.00	13,520	0	1,034	0	14,554
Museum Interpreter	16.00	16,640	0	1,273	0	17,913
Visitor Services	16.00	16,640	0	1,273	0	17,913
Beach Ambassador	17.50	27,300	0	2,088	0	29,388
Beach Ambassador	15.00	23,400	0	1,790	0	25,190
Harbormaster/Maintenance Worker III	25.00	26,000	520	1,989	4,678	33,187
Maintenance Worker I	17.00	35,360	707	2,705	15,415	54,188
Maintenance Worker I	19.00	39,520	790	3,023	15,993	59,327
Maintenance Worker I	17.00	35,360	707	2,705	15,354	54,126
Maintenance Worker I	19.00	39,520	790	3,023	16,452	59,785
Maintenance Worker I	15.00	23,400	0	1,790	0	25,190
Maintenance Worker I	15.00	23,400	0	1,790	0	25,190
Stormwater Utility Tech	21.00	43,680	874	3,342	13,479	61,374
Maintenance Worker I - Mound House	16.00	33,280	666	2,546	15,882	52,374
Maintenance Worker I - Mound House	19.00	39,520	790	3,023	15,962	59,295
Total		3,663,535	73,271	280,260	1,059,718	5,076,784

FTE Total: 76



Vehicle Inventory Information



Motorized Vehicle and Trailer Inventory Master

As of May 6, 2021

% BA	VIN Number	Year	Make	Type	Title #	Color	Plate #	#	Lee County Fleet #
Town Hall - Public Works									
	NOVIN0200662899	2007		80 KW Generator		Brown	241348	1	TFB07001
	NOVIN0200662900	2007		150KW Generator		Brown	241349	2	TFB07002
	NOVIN0200662902	2007		150KW Generator		Brown	XA4149	3	TFB07003
	ASKD2GDBJKG033331	2019	Kubota	RTVX-1140	137419073	Orange	XH6581	5	TFB19005
	ASKB2FDBJG056674	2019	Kubota	RTV-X900 utility	135906334	Orange	XG9673	6	TFB19006
	ASKD2GDBPKG033858	2019	Kubota	RTVX 1140	138363316	Orange	XH6583	7	TFB19007
	ASKD2GDBAJG026396	2018	Kubota	RTV1140XT		Orange	XG4053	8	TFB18008
	ASKB2FDBCLG062378	2020	Kubota	RTV 900X Utility Dump	140079145	Orange	XH9044	9	TFB20009
	ASKB2FDBLJG049695	2019	Kubota	RTV900XT		Orange	XE5916	11	TFB19011
	1FVXCDT9GHR3679	2016	Freightliner	Elgin Whirlwind St/Swpr	12253235	White	XD0631	12	TFB16012
100	ZGELE51954	2017	New Holland	T4.110	Bill of Sale	blue		15	TFB17015
	1FTMF1CM5EFC97050	2014	Ford	F-150 W/Liftgate	116017996	White	XD6368	16	TFB14016
	54DC4W1B4LS804892	2020	Isuzu	NPR (Gasoline Eng)	140133620	White	XH9045	20	TFB20020
25	JALE5164E7903104	2014	Isuzu	NPR (Diesel Eng/dump)	116602794	White	XD6374	21	TFB14021
SW	CAT3035EKUWY04400*	2018	CAT	CAT 303.5E2 - CR	Bill of Sale	Yellow		22	TFB18022
100	ASKB2FDBHHG041558	2017	Kubota	RTV - 900 Utility Dump	130501201	Orange	XG1865	25	TFB17025
100	B3BT13711*	2018	BOBCAT	S - 740 Skidsteer	Bill of Sale	White		27	TFB18027
	s/n 530-6633	2014	Tennant	Sweeper model S30	Bill of Sale	Aqua		31	TFB14031
	1FTRF3C6XKED86200	2019	Ford	F-350 Superduty Utility	134817252	White	XG9671	37	TFB19037
100	1FTBW3DT0GED00321	2016	Ford	F350 Crew Cab Dual Wh	123267263	white	228609	38	TFB16038
	16VDX162KX5095933	2019	Big Tex	14 Ft Dump Trailer	1333596867	Black	XG6496	39	TFB19039
	16VDX1622K5091746	2019	Big Tex	14 Ft Dump Trailer	133597210	Black	XG6497	40	TFB19040
SW	5FTBE2529K1005037	2019	Felling	16Ft. HD Lowboy Trailer	133950860	Black	XG6498	41	TFB19041
	5GLBE24268C000346	2008	(ECC) MBF	Communication Trailer	100972069	White	XA4154	47	TFB08047
100	1WC200E1X95001390		Wells Cargo WC-12	BathroomTrailer/Hndcp		White		48	
	4Y3U5121745014044	2004	Carry On	5X12 small Utility trailer		Black	Missing	57	TFB04057
	16VPX2026K2089396	2019	Big Tex 20 Ft Trlr	10PI-20BK4HDIR	133463019	Black	XG6491	61	TFB19061
	ASKB2FDBCMG065520	2021	Kubota	RTV-X900 Utility dump		Orange		29	TFB21029
	405635754	2020	Toro	74504 Zero Turn Stdup	Bill of Sale	Red		74	TFB20074
	1FDRF3GT8FEC72231	2015	Ford	F350 Aerial Lift Truck	119062818	White	XE2435	91	TFB15091
100	ASKB2FDBJEG018690	2015	Kubota	RTV 900X	119220335	Orange	XE2438	92	TFB15092
100	16VGX3023G6070889	2016	Big Tex	22GN-30BK+SMR	Bill of Sale	Black		99	TFB16099
	1FM5K7B84FGA57051	2015	Ford	Explorer	116263915	White	XD6372	112	TFB15112
Mooring Field									
	OPQ26074H617	2016	OPQ 26Ft	Pumpout Boat	929513205	White	FL0717SK	45	TFB16045
	FLZGC539F020	2020	FLZ	Pontoon Boat	138707506	Silver	FL9993SR	46	TFB20046
	4YBG82720LF008795	2020	Rocket Intl. 1st Load	Pontoon Trailer Scis/T		Grey/Silver		49	TFB20049
	420BB252461TD1149	2016	Quickload Dual Axle	Pumpout Boat Trailer	929514130	Silver	XE5914	54	TFB16054
Mound House									
100	52CG6AGA3H0015826	2017	Polaris	GEM-6 Golf Cart	126187023		XF1420	14	TFB17014
100	1G9AE43G2JA493123	2018	MOTO Electric	EBB-2PUJLX	130934907	White	XG4045	28	TFB18028
	ASKB2FDBCKG057616	2019	Kubota	RTV-XWHL Hydro dump	140208235	Orange	XH9046	36	TFB19036
	406991805	2020	TORO	TITAN 54" lawnmower	Bill of Sale	Red		63	TFB20063
Central Parking - BASE									
	LCELV1225L6000246	2020	LCE	Low Speed Vehicle 2 P	138614592	Blue/Black	XH9040	23	TFB20023
	ASKB2FDBLKG058107	2019	Kubota	RTV-X900 G-H	137419220	Blue/Black	XH6580	24	TFB19024
	ASKH1PGNCMG023574	2021	Kubota	RTV-XG850	141824775	Blue/Black	XH9043	35	TFB21035
	1GCH5BEAXK1124333	2019	Chevy	Colorado	132629157	White	XG4050	33	TFB19033
	LCELV1220M6000477	2021	LCE	Low Speed Vehicle 2 P	140457721	Blue/Black	XH9047	34	TFB21034
BAY OAKS REC CENTER									
	ASKB2FDBHJG051321	2018	Kubota	RTV X900	133523751	Orange	XG6492	30	TFB18030
	404533320	2018	Toro (id # 74915)	Z 5000	Bill of sale	Red		53	TFB18053
	405366393	2019	Toro (id # 08703)	GroundPro 3040	Lease	Red		72	TFB19072
	405365287	2019	Toro (id # 30849)	Groundmaster 3505 D	Lease	Red		73	TFB19073
	1FBNE38L8BD811248	2011	Ford	350 XL Van	106755799	White	XC1657	79	TFB11079
	1FBAX2X82LKB61356	2020	Ford	Van 15 Passenger	140838149	White	XG9534	77	TFB20077
Community Development									
	1FTMF1CM9EFC97049	2015	Ford	F-150	116018083	White	XD6369	19	TFB14019
	EKHD74781516	2016	Carolina Skiff	Carolina Skiff/Boat	121038720	White		43	TFB16043
	4YBG82720LF008795	2019	Rocket Intl 1st Load	20ft Boat Trailer		Silver	IS1 3KL	44	TFB19044
	1FTMF1CM5EFC97047	2014	Ford	F-150	116018360	White	XD6371	17	TFB14017
Water Department									
	1294E4CA3LT551519	2020	ICON	Low Speed Vehicle 4 P	137460809	Black/White		13	TFB20013
	NMOLS7E21K1405305	2019	Ford	Transit Connect Van	138071542	White	XH8345	32	TFB19032
	1FTMF1CM7EFC97048	2014	Ford	F-150	116018225	White	XD6370	18	TFB14018
	NMOLS7E73F1211277	2015	Ford	Transit Connect Van	120331737	White	XE2439	26	TFB15026
	NMOLS7E7XK1222406	2015	Ford	Transit Connect Van	120332251	White	XE2440	55	TFB15026



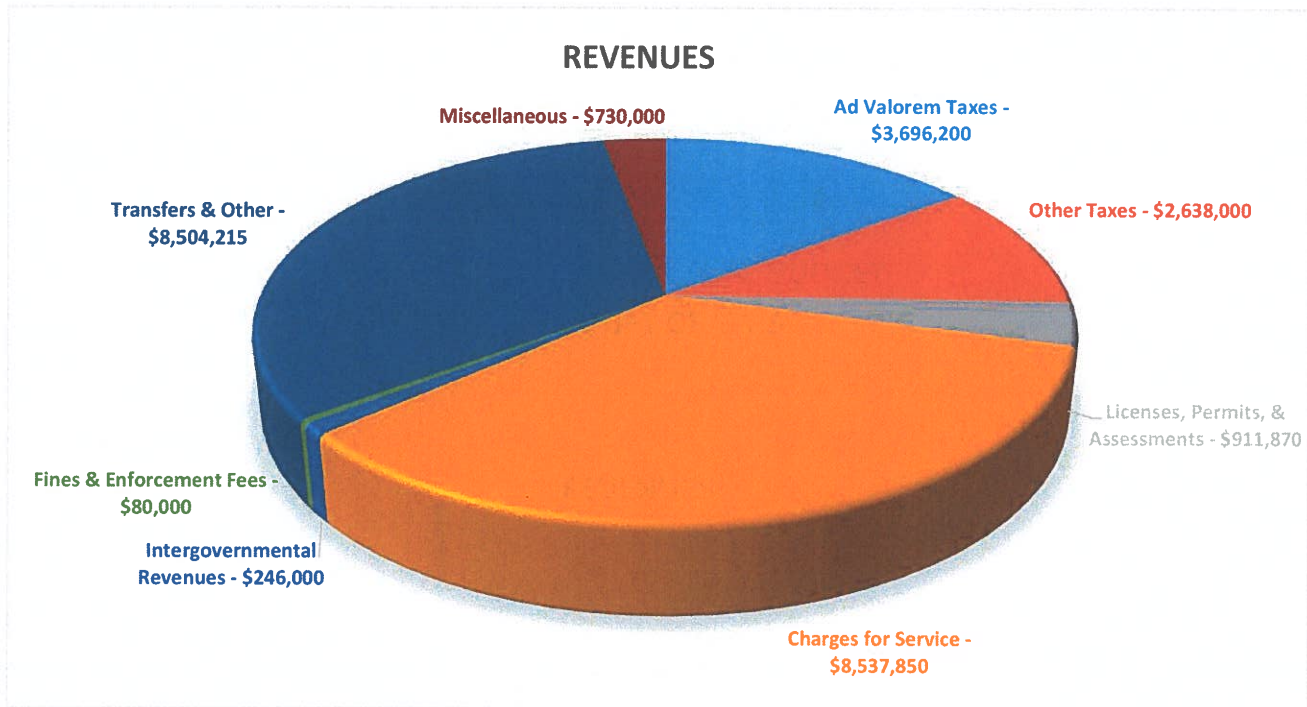
Budget Reports



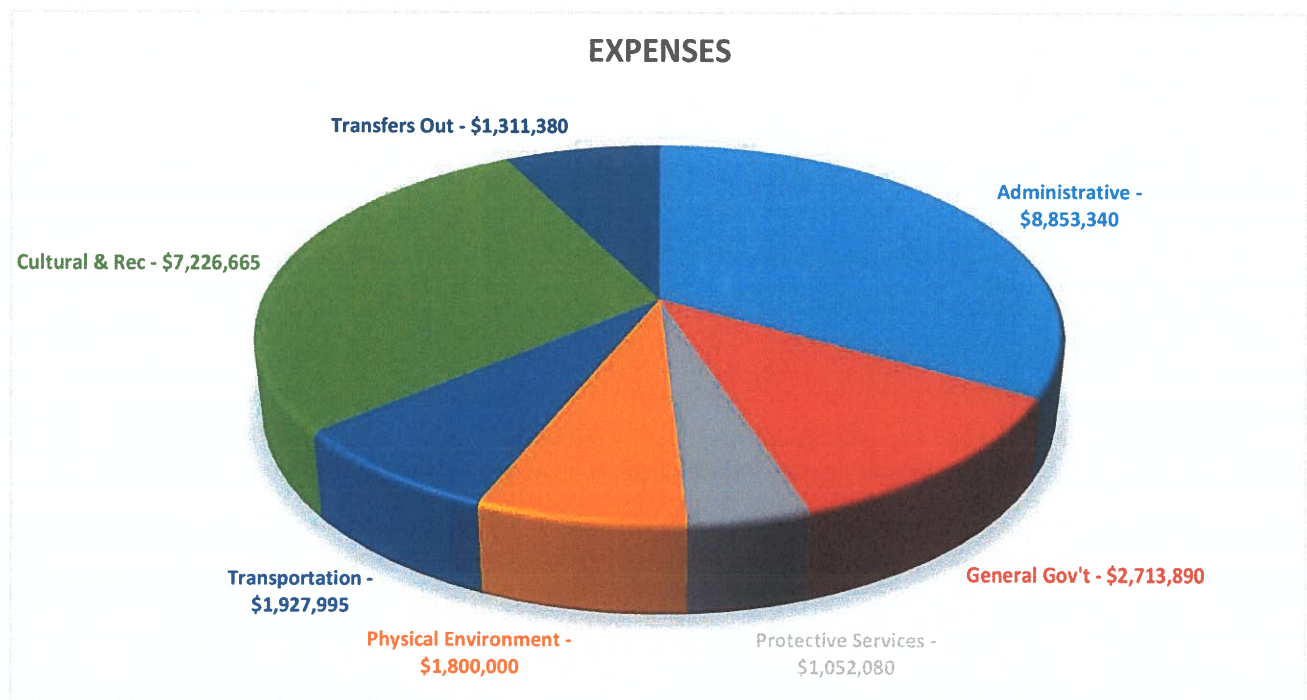
FY 2021-2022 ANNUAL BUDGET

BUDGET GRAPHS

WHERE THE MONEY COMES FROM



WHERE THE MONEY GOES





ALL FUNDS - BUDGET BY DEPARTMENT FY 2021-2022

FUNDS	NUMBER OF POSITIONS		TOTAL PERSONNEL COST	OPERATING	TRANSFERS/OTHERS	CAPITAL	TOTAL PROPOSED BUDGET
GENERAL	FT	PT					
Legislative	0	0	\$ 93,010	\$ 104,390	\$ 18,000	\$ -	\$ 215,400
Executive	1	0	\$ 237,610	\$ 35,580	\$ 51,105	\$ -	\$ 324,295
Legal	0	0	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000
Town Clerk	6	0	\$ 474,700	\$ 92,656	\$ -	\$ -	\$ 567,356
Finance	6	0	\$ 410,900	\$ 97,705	\$ -	\$ -	\$ 508,605
General Services	0	0	\$ -	\$ 650,500	\$ 2,495,550	\$ -	\$ 3,146,050
Code Compliance	1	4	\$ 193,100	\$ 106,310	\$ -	\$ -	\$ 299,410
Short Term Rental	0	0	\$ -	\$ 49,250	\$ -	\$ -	\$ 49,250
Public Works - Admin	2	0	\$ 169,000	\$ 84,842	\$ -	\$ -	\$ 253,842
Public Works - Maint	9	0	\$ 547,600	\$ 302,930	\$ -	\$ -	\$ 850,530
Times Square	0	0	\$ -	\$ 37,300	\$ -	\$ -	\$ 37,300
Maritime	0	0	\$ -	\$ 21,250	\$ -	\$ -	\$ 21,250
Mooring Operations	1	0	\$ 33,200	\$ 164,965	\$ -	\$ -	\$ 198,165
Town Hall Maint	0	0	\$ -	\$ 95,690	\$ -	\$ -	\$ 95,690
Parking & BASE	3	6	\$ 369,900	\$ 180,965	\$ -	\$ -	\$ 550,865
Community Development	2	0	\$ 158,700	\$ 518,045	\$ -	\$ -	\$ 676,745
Bay Oaks	6	5	\$ 542,100	\$ 325,305	\$ -	\$ -	\$ 867,405
Bay Oaks Pool	3	5	\$ 245,900	\$ 126,995	\$ -	\$ -	\$ 372,895
Mound House	4	4	\$ 406,400	\$ 140,730	\$ -	\$ -	\$ 547,130
Newton Park	0	0	\$ -	\$ 44,600	\$ -	\$ -	\$ 44,600
Totals	44	24	\$ 3,882,120	\$ 3,430,008	\$ 2,564,655	\$ -	\$ 9,876,783
BEACH WATER UTILITY FUND	7	0	\$ 482,900	\$ 3,273,040	\$ 2,351,224	\$ 302,300	\$ 6,409,464
BUILDING SERVICES	4	0	\$ 263,000	\$ 489,670	\$ -	\$ -	\$ 752,670
BEACH ACCESS & SHORELINE	7	2	\$ 484,500	\$ 311,875	\$ -	\$ 66,500	\$ 862,875
GAS TAX	0	0	\$ -	\$ 206,000	\$ 124,000	\$ -	\$ 330,000
CAPITAL IMPROVEMENTS	0	0	\$ -	\$ -	\$ -	\$ 730,000	\$ 730,000
COMMUNITY ENHANCEMENT FUND	0	0	\$ -	\$ -	\$ -	\$ 4,529,960	\$ 4,529,960
GENERAL DEBT SERVICE	0	0	\$ -	\$ -	\$ -	\$ 581,380	\$ 581,380
STORMWATER FUND	1	0	\$ 61,400	\$ 792,960	\$ 948,140	\$ -	\$ 1,802,500
ALL FUNDS TOTAL	63	26	\$ 5,173,920	\$ 8,503,553	\$ 5,988,019	\$ 6,210,140	\$ 25,875,632

Town of Fort Myers Beach
Annual Budget
All Funds Summary
From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Revenues						
General	10	7,958,325	6,813,801	8,251,897	9,283,945	9,876,783
Road Impact	11	61,348	12,732	47,164	0	0
Parks Impact	12	12,461	32,528	11,352	0	0
Emergency	13	939,560	73,747	53,277	0	0
Gas Tax	20	566,091	354,124	307,085	388,865	330,000
Storm Water	21	2,077,634	5,060,842	2,019,921	1,130,000	1,802,500
Beach Access	22	1,089,804	935,532	274,368	978,070	862,875
Building	24	610,764	360,576	745,027	752,215	752,670
General Debt Service Fund	30	0	0	233,160	581,380	581,380
Capital	40	910,698	975,360	1,070,389	1,363,245	730,000
Community Enhancement Projects	41	0	260,962	708,090	3,500,000	4,529,960
Water Utility	50	5,224,097	12,544,780	7,039,751	5,935,815	6,409,464
Fixed Assests	90	(2,100)	(2,022)	0	0	0
Total Revenues		19,448,682	27,422,961	20,761,482	23,913,535	25,875,632
Expenses						
General	10	6,859,272	5,552,931	6,222,558	9,283,945	9,876,783
Road Impact	11	23,968	19,580	0	0	0
Parks Impact	12	0	124,800	0	0	0
Emergency	13	107,620	4,121	0	0	0
Gas Tax	20	776,116	525,609	162,160	388,865	330,000
Storm Water	21	92,060	3,486,067	2,302,434	1,130,000	1,802,500
Beach Access	22	1,192,085	890,744	665,680	978,070	862,875
Building	24	719,484	503,422	453,587	752,215	752,670
General Debt Service Fund	30	0	0	234,012	581,380	581,380
Capital	40	779,569	651,062	420,148	1,363,245	730,000
Community Enhancement Projects	41	0	0	697,931	3,500,000	4,529,960
Water Utility	50	3,607,892	11,820,947	7,150,790	5,935,815	6,409,464
Fixed Assests	90	1,100,480	851,521	0	0	0
Total Expenses		15,258,546	24,430,804	18,309,299	23,913,535	25,875,632
Total Revenue over Expenses		4,190,136	2,992,158	2,452,182	0	0

Town of Fort Myers Beach
Annual Budget
General Fund Revenue and Expenditures by Department
From 10/01/2020 to 7/15/2021

				Current Year	Current Year	
Revenues		FY 2019 Actual	FY 2020 Actual	Actual	Budget	FY 2022 Budget
NA	10.00	84,887	(81,816)	0	0	0
Town Council	10.10	458	0	0	0	0
Town Manager	10.12	134	0	0	0	0
Town Clerk	10.14	0	0	0	0	0
Finance	10.16	5,615,436	4,814,268	5,346,377	7,138,795	7,424,733
Short Term Rental	10.17	151,172	134,250	135,982	100,000	122,000
Legal	10.18	0	0	0	0	0
General Government	10.19	218,941	159,463	170,702	0	0
Community Development	10.20	145,719	90,787	117,407	272,800	187,950
Code Enforcement	10.21	116,884	384,664	96,585	103,450	90,000
Town Hall Maintenance	10.29		0	0	0	0
Public Works Admin	10.30	0	3,046	5,930	0	15,000
Public Works Maintenance	10.31	12,143	581	822,086	35,000	0
Times Square	10.32	76,407	69,730	1,711	0	75,000
Maritime	10.33	31,568	86,806	24,276	0	0
Parking	10.34	1,209,710	873,426	1,248,534	1,190,000	1,452,000
Mooring Operations	10.36	9,205	135,049	157,440	170,000	235,200
Bay Oaks	10.50	90,800	49,833	35,121	68,000	68,000
Bay Oaks Pool	10.51	62,957	14,422	9,225	62,000	64,000
Mound House	10.70	128,901	77,174	80,441	138,500	138,500
Newton Park	10.71	3,479	2,119	80	5,400	4,400
Total Revenues		7,958,801	6,813,801	8,251,897	9,283,945	9,876,783
Expenses						
General	10.00	0	0	0	0	0
Town Council	10.10	188,055	151,681	117,481	231,400	215,400
Town Manager	10.12	230,745	195,533	201,135	324,295	324,295
Town Clerk	10.14	236,635	267,715	403,261	473,550	567,356
Finance	10.16	460,224	324,569	377,961	448,155	508,605
Short Term Rental	10.17	38,908	57,010	35,028	49,250	49,250
Legal	10.18	252,426	142,803	245,925	250,000	250,000
General Government	10.19	1,498,550	1,483,113	1,934,172	2,857,625	3,146,050
Community Development	10.20	391,097	341,752	223,066	674,930	676,745
Code Enforcement	10.21	218,237	155,902	155,680	263,485	299,410
Town Hall Maintenance	10.29	0	0	36,379	73,490	95,690
Public Works Admin	10.30	201,159	172,891	152,885	263,165	253,842
Public Works Maintenance	10.31	717,826	577,205	618,088	828,115	850,530
Times Square	10.32	99,040	29,704	30,123	37,300	37,300
Maritime	10.33	194,741	72,140	58,436	74,750	21,250
Parking	10.34	427,352	394,437	395,732	566,610	550,865
Mooring Operations	10.36	109,299	115,539	103,591	194,665	198,165
Bay Oaks	10.50	758,229	485,309	556,396	779,285	867,405
Bay Oaks Pool	10.51	269,290	180,572	190,774	318,220	372,895
Mound House	10.70	518,105	376,783	351,221	529,950	547,130
Newton Park	10.71	48,840	28,274	35,225	45,705	44,600
Total Expenses		6,858,758	5,552,931	6,222,558	9,283,945	9,876,783
Total Revenue over Expenses		1,100,043	1,260,869	2,029,339	0	0

Town of Fort Myers Beach
Annual Budget
General Fund Detail Revenues
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Revenues							
Ad Valorem Taxes	31100		2,881,811	3,001,904	3,357,668	3,389,680	3,546,858
Public Service Tax	31410		937,124	927,085	705,546	850,000	900,000
Gas Utility Tax	31440		11,096	11,249	11,132	10,500	11,000
Communication Service Tax	31500		554,993	531,851	410,698	540,000	595,000
Local Business Tax	31600		4,202	3,701	2,097	4,000	2,000
Building Permit Fees	32200		(25)	25,013	9,128	75,600	70,200
Building Permits	32201		(75)	0	0	0	0
Plans Review Fee	32202		(250)	0	0	0	0
Plans Review Fee	32210		0	0	3,046	0	15,000
Lee County Interlocal Agreements	32211		(250)	0	820,000	0	0
Other Licenses & Permits	32220		0	4,485	13,006	19,740	53,000
Solid Waste Franchise	32370		94,264	70,973	72,225	83,000	83,000
Fire Impact Fees	32411		1,532	0	0	0	0
School Impact Fee	32463		2,468	0	0	0	0
Zoning Fees	32900		102,025	70,233	37,386	105,000	50,100
Election Qualifying Fees	32901		1,008	4,852	0	0	0
Sign Fees	32910		0	0	325	0	150
Original Short Term Rental Fees	32920		3,625	0	100	2,200	0
Code Case Fees	32930		3,725	3,650	1,325	2,000	2,000
Code Enforcement Liens Release	32931		1,000	400	33,260	400	0
Special Events Permits	32940		12,433	2,590	920	5,000	4,000
FEMA Reimbursement	33150		0	0	31,043	100,000	0
Mound House Grant	33410		0	2,025	0	0	0
WCIND Grant - Law Enforcement	33420		30,030	40,360	24,276	35,000	0
Safety Grant	33430		0	1,898	250	0	0
FDEP Grant	33436		0	0	12,326	0	54,000
FDOT GRANTS	33443		9,177	0	2,953	0	0
State Revenue Sharing Proceeds	33512		193,606	139,746	127,856	160,000	200,000
Mobile Home License	33514		15,933	14,182	12,152	11,000	11,000
Alcoholic Beverages License	33515		22,937	25,776	26,111	21,000	21,000
Half Cent Sales Tax	33518		560,227	538,745	405,720	495,000	600,000
FBIP Grant	33740		0	65,500	0	0	0
CDBG Grant	33772		17,520	0	0	0	0
Recording Fees	34110		2,428	(50)	0	0	0
Administrative Charge	34130		166,941	242,354	203,493	240,000	246,000
Estopple Fees	34191		3,200	10,134	10,175	0	3,000
Registration Fees	34192		4,184	100	24,950	5,000	25,000
New Short Term Rental	34193		171,617	142,650	115,532	100,000	105,000
Tables/Right of Way	34194		95,572	108,623	87,540	85,000	127,000
Solid Waste Fees	34340		0	(1,269)	1,108	0	0
Garbage Collection Times Square	34341		19,999	0	0	0	0
Late Fees	34360		0	81	0	0	0
Enviromental Restoration	34370		420	805	840	0	1,000
Flood Plain Review Fees	34390		43,079	21,247	0	0	0

Town of Fort Myers Beach
Annual Budget
General Fund Detail Revenues
From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Harborage User Fees	34420	155,958	162,229	153,780	170,000	180,000
Pump Out Services	34425	1,520	1,125	860	0	1,200
Parking Facilities Revenue	34450	1,190,560	1,136,399	1,224,221	1,190,000	1,400,000
Mound House Programs & Tours	34710	33,785	18,977	17,559	25,000	25,000
Pool Revenue	34720	62,963	14,411	9,225	62,000	62,000
Newton Classes	34731	2,174	1,509	0	1,400	1,400
Mound House Admissions	34733	48,477	27,352	21,351	50,000	50,000
Mound House Memberships	34734	8,010	8,733	7,997	15,000	15,000
BORC Revenue	34750	71,359	52,680	24,521	65,000	65,000
Code Citation	35400	300	61,265	7,425	50,000	35,000
Code Enforcement Fees	35410	108,189	329,404	44,300	46,050	45,000
Other Fines & Forfeiture	35910	0	3,837	17,974	0	0
Merchandise	36001	32,685	21,607	22,664	32,000	32,000
Interest Income	36110	129,268	96,288	3,194	90,000	90,000
Newton Park Rentals	36200	2,733	823	80	4,000	3,000
Mound House Rentals	36201	1,625	400	0	5,000	5,000
Sponsorship Donations	36601	0	281	311	0	2,000
Mound House Donations	36602	9,907	2,453	12,205	11,500	11,500
BORC Donations	36603	1,590	2,550	2,100	3,000	3,000
Fireworks Donations	36605	15,000	15,000	0	0	0
Street Performers License	36700	3,750	1,200	0	0	0
Miscellaneous	36900	110,572	13,072	26,803	30,000	30,500
Miscellaneous - Claims / Premium Reimb	36901	0	16,541	117,822	0	0
Other Misc. Revenue	36902	0	1	0	0	0
Refunds & Reimbursements	36904	74	486	0	0	0
Transfers In from Reserves	38190	0	0	0	1,094,875	1,094,875
Total Revenues		7,958,075	7,999,513	8,278,577	9,283,945	9,876,783

Town of Fort Myers Beach
Annual Budget
10 - General
10 - Town Council
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Executive Salaries	51000		86,400	86,546	64,800	86,400	86,400
FICA	52100		6,610	6,621	4,957	6,610	6,610
Life and Health	52300		2,268	10	0	0	0
Workers Compensation	52400		0	1,859	1,781	2,045	2,045
Lobbyist	53102		43,425	49,603	28,421	60,000	60,000
Studies and Agreements	53405		0	2,066	0	0	0
Publication Advertisement	53408		10,324	13,089	16,926	24,000	18,700
Stenographic Services	53409		6,708	10,086	0	11,000	0
Other Contractual Services	53420		451	300	0	0	0
Travel and Per Diem	54000		850	100	408	10,000	10,000
Cell Phone & Electronic Devices	54102		4,650	4,506	3,139	4,345	4,345
Freight and Postage Services	54200		28	71	0	0	0
Printing and Binding	54700		0	0	40	0	0
Other Current Charges and Obligations	54900		9,750	19,363	2,633	6,500	6,500
Election Fees	54902		13,873	142	0	0	0
Office Supplies	55100		0	0	141	0	200
Uniforms	55201		95	0	0	0	0
Memberships	55400		2,625	2,475	2,511	2,500	2,600
Training	55500		0	0	300	0	0
Contingency	58100		0	0	0	18,000	18,000
Total Expenses			188,057	196,837	126,057	231,400	215,400

Town of Fort Myers Beach
Annual Budget
10 - General
12 - Town Manager
 From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Executive Salaries	51000		187,898	214,913	154,819	170,890	170,890
Personnel Benefits	51600		6,600	7,200	5,400	7,200	7,200
Benefit Allowance	51700		0	0	0	3,420	3,420
FICA	52100		10,929	11,593	8,817	13,885	13,100
Retirement	52200		0	0	0	17,430	17,100
Life and Health	52300		14,654	14,811	13,830	25,890	25,900
Workers Compensation	52400		1,007	277	265	300	300
Travel and Per Diem	54000		2,931	40	633	3,150	2,550
Cell Phone & Electronic Devices	54102		1,559	1,838	689	1,500	1,500
Insurance	54500		2,038	33,734	24,437	28,080	28,080
Office Supplies	55100		198	(18)	57	200	200
Operating Supplies	55200		(7)	38	93	0	0
Uniforms	55201		466	347	264	250	500
Books, Publications, Subscriptions and	55400		2,022	2,259	2,299	2,100	2,450
Training	55500		450	0	500	0	0
Contingency	58100		0	0	0	50,000	51,105
Total Expenses			230,745	287,032	212,103	324,295	324,295

Town of Fort Myers Beach
Annual Budget
10 - General
14 - Town Clerk
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Regular Wages	51200	163,726	286,027	282,081	285,600	335,000
Overtime	51400	0	0	137	0	0
Benefit Allowance	51700	0	0	0	5,245	6,700
FICA	52100	12,523	21,787	21,570	22,250	25,600
Retirement	52200	14,308	21,033	21,575	18,720	23,400
Life and Health	52300	23,225	39,539	58,053	59,670	84,000
Workers Compensation	52400	1,068	562	538	620	620
Technological Services	53107	0	0	298	5,000	0
Professional Services	53108	65	156	45	0	0
Other Services	53400	2,061	0	0	0	0
Publication Advertisement	53408	681	740	0	13,000	18,000
Stenographic Services	53409	2,085	0	0	11,950	12,636
Travel and Per Diem	54000	0	0	670	4,250	9,350
Cell Phone & Electronic Devices	54102	936	2,200	1,813	2,195	3,440
Freight and Postage Services	54200	0	4	0	0	0
Insurance	54500	3,875	25,842	26,052	30,710	29,000
Other Current Charges and Obligations	54900	6,846	0	156	160	300
Office Supplies	55100	235	84	499	500	500
Books, Publications, Subscriptions and Memberships	55400	5,001	1,623	6,947	13,680	18,810
Total Expenses		236,635	399,597	420,434	473,550	567,356

Town of Fort Myers Beach
Annual Budget
10 - General
16 - Finance
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		227,364	223,105	162,975	268,840	292,900
Overtime	51400		371	53	5,921	0	0
Benefit Allowance	51700		0	0	0	2,790	5,800
FICA	52100		16,754	16,710	12,501	20,780	22,400
Retirement	52200		10,186	7,252	4,892	8,870	18,300
Life and Health	52300		28,939	26,342	32,858	36,155	71,500
Workers Compensation	52400		3,144	572	405	465	465
Professional Services	53108		112	343	31,380	0	0
Accounting and Auditing	53200		49,022	35,310	30,260	30,000	30,000
Accounting Services	53201		20,734	19,110	27,836	16,600	18,000
Contracted Services	53401		2,050	4,492	0	10,000	4,000
Contracted Labor	53402		59,821	69,123	38,498	0	0
Publication Advertisement	53408		0	2,850	0	0	0
Other Contractual Services	53420		215	0	0	0	0
Travel and Per Diem	54000		390	1,768	0	2,900	0
Cell Phone & Electronic Devices	54102		1,062	749	1,308	1,000	1,000
Information Technology Services	54105		510	660	233	2,400	2,400
Freight and Postage Services	54200		6	68	0	0	0
Insurance	54500		24,603	31,245	25,849	28,690	28,690
Printing and Binding	54700		0	0	70	0	0
Other Current Charges and Obligations	54900		6,613	0	85	0	0
Bank Charges	54901		1,963	8,344	5,750	10,200	0
Merchant Credit Card Fees	54916		5,159	3,740	1,992	5,615	5,000
Office Supplies	55100		839	290	2,635	0	1,900
Operating Supplies	55200		208	0	260	0	0
Uniforms	55201		0	0	430	0	0
Books, Publications, Subscriptions and	55400		159	514	489	1,250	1,250
Training	55500		0	2,395	2,887	1,600	5,000
Total Expenses			460,224	455,035	389,514	448,155	508,605

Town of Fort Myers Beach
Annual Budget
10 - General
17 - Short Term Rentals
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Executive Salaries	51000	795	0	0	0	0
Regular Wages	51200	741	0	0	0	0
FICA	52100	111	0	0	0	0
Workers Compensation	52400	0	32	31	0	0
Professional Services	53108	56	0	0	0	0
Other Services	53400	0	37,045	35,000	35,000	35,000
Contracted Services	53401	27,552	0	0	13,950	13,950
Contracted Labor	53402	7,497	17,896	0	0	0
Cell Phone & Electronic Devices	54102	16	0	0	0	0
Office Supplies	55100	94	0	0	300	300
Books, Publications, Subscriptions and Memberships	55400					
		2,045	2,045	0	0	0
Total Expenses		38,907	57,018	35,031	49,250	49,250

Town of Fort Myers Beach
Annual Budget
10 - General
18 - Legal
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Legal	53101	252,734	220,380	208,267	150,000	150,000
Other Services	53400	(308)	0	37,558	100,000	100,000
Books, Publications, Subscriptions and Memberships	55400	0	95	100	0	0
Total Expenses		252,426	220,475	245,925	250,000	250,000

Town of Fort Myers Beach
Annual Budget
10 - General
19 - General Government
From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Life and Health	52300	(271)	1,342	41,376	0	48,000
Unemployment	52500	2,965	0	11,404	0	0
Other Post Employment Benefits	52600	0	(8,720)	0	0	0
Professional Services	53100	69	65,000	0	0	0
Technological Services	53107	0	0	3,022	0	5,000
Professional Services	53108	0	270	0	0	0
Accounting Services	53201	(39)	39	1,203	0	1,500
Other Services	53400	84,343	18,072	33,326	124,000	124,000
Contracted Services	53401	20,443	20,343	17,038	17,700	17,700
Contracted Labor	53402	(2,322)	0	0	0	0
Janitorial Services	53403	2,517	0	0	0	0
Pest Control	53407	1,140	1,140	0	0	0
Publication Advertisement	53408	70	430	0	0	0
Stenographic Services	53409	576	0	6,444	0	8,000
Other Contractual Services	53420	8,355	20,000	850	0	0
Travel and Per Diem	54000	1,593	15	0	0	0
Telephone Service	54101	30,844	69,839	24,049	75,600	75,600
Cell Phone & Electronic Devices	54102	397	457	1,378	120	120
Web Service	54103	12,370	17,942	26,188	15,480	15,480
Internet Service	54104	7,941	9,063	31,545	7,500	7,500
Information Technology Services	54105	128,932	177,320	128,263	189,820	189,820
Emergency Communications Services	54107	2,316	2,218	60	1,380	1,380
Freight and Postage Services	54200	13,374	19,684	10,035	14,400	14,400
Utility Services	54300	7,869	7,669	4,640	0	7,000
Electricity	54301	15,239	13,982	10,430	0	15,000
Recycling	54303	40	0	0	0	0
Storage Facility Rental	54401	9,243	12,222	0	0	0
Copier Rental	54402	14,705	23,459	12,340	20,400	20,400
Insurance	54500	48,982	40,585	9,873	33,775	33,775
Repairs & Maintenance Building	54601	8,228	11,233	147	0	0
Repairs & Maintenance Equipment	54603	1,224	272	0	0	0
Repairs & Maintenance Facilities	54605	2,378	8,218	1,750	0	3,000
Keep Lee County Beautiful	54801	1,500	1,500	1,500	1,500	1,500
Horizon Council & Charlotte Harbor	54803	5,000	5,000	5,000	5,000	5,000
Other Current Charges and Obligations	54900	56,485	5,596	2,046	8,570	8,570
Bank Charges	54901	38	148	685	0	0
Election Fees	54902	0	1,176	0	1,200	1,200
After School Program	54903	6,401	2,254	0	23,000	23,000
Licenses, Permits and Fees	54906	1,609	1,382	392	550	550
Street Performers	54907	894	578	238	0	0
Merchandise for Resale	54908	221	490	0	0	0
Other Contract Services - Special Events	54915	500	20,001	0	0	0
Merchant Credit Card Fees	54916	932	569	708	900	900
Coronavirus - 19	54962	0	0	6,549	0	0
Office Supplies	55100	14,817	18,917	8,383	16,200	16,505
Operating Supplies	55200	4,817	8,317	2,076	0	0
Emergency Supplies	55202	3,752	0	1,200	0	0
Drinking Water	55203	0	588	483	600	600
Small Tools & Equipment	55204	0	0	86	0	0

Town of Fort Myers Beach
Annual Budget
10 - General
19 - General Government
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Books, Publications, Subscriptions and Memberships	55400	5,286	3,619	3,008	5,000	5,000
Contingency	58100	0	0	0	350,000	1,184,170
Transfer Out to Capital	59102	846,825	0	0	0	0
Transfer Out to Stormwater	59103	25,000	0	0	0	0
Transfer Out to Gas Tax Fund	59105	100,000	23,000	0	0	0
Transfer Out to Capital	59112	0	1,354,805	1,022,434	1,363,245	730,000
Transfer Out to Gas	59115	0	100,000	0	0	0
Transfers Out to General Debt Service	59117	0	0	436,035	581,380	581,380
Transfer Out to Beach Access Fund	59118	0	343,043	0	0	0
Debt Principal	71000	711	0	0	0	0
Debt Interest	72000	243	0	56	0	0
Total Expenses		1,498,552	2,423,077	1,866,240	2,857,320	3,146,050

Town of Fort Myers Beach
Annual Budget
10 - General
20 - Community Development
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		0	45,888	36,084	110,240	114,400
Overtime	51400		0	33	8	0	0
Benefit Allowance	51700		0	0	0	2,205	2,300
FICA	52100		0	3,499	2,761	8,605	8,800
Retirement	52200		0	1,650	1,459	4,500	4,600
Life and Health	52300		0	15,406	20,832	30,400	28,600
Workers Compensation	52400		0	1,577	1,510	1,735	1,700
Professional Services	53100		10,412	0	0	0	0
Planning Services	53106		3,018	32,019	0	0	0
Professional Services	53108		0	269	7,825	0	0
Other Services	53400		(240)	1,885	0	0	0
Contracted Services	53401		232,550	273,894	132,976	305,700	305,700
Contracted Labor	53402		60,703	4,250	0	0	0
Flood Plain Services	53404		0	0	165	0	0
Studies and Agreements	53405		45,308	0	0	166,000	166,000
Publication Advertisement	53408		485	0	0	1,200	1,200
Other Contractual Services	53420		22,596	36,469	11,560	28,000	27,100
Travel and Per Diem	54000		0	883	0	1,000	1,000
Cell Phone & Electronic Devices	54102		153	821	714	1,495	1,495
Information Technology Services	54105		0	5,112	0	0	0
GIS Services	54106		0	0	0	800	800
Freight and Postage Services	54200		232	74	43	1,200	1,200
Insurance	54500		2,850	1,703	4,978	5,475	5,475
Repairs & Maintenance Landscape Etc	54602		90	0	0	0	0
Repairs & Maintenance Vehicles	54604		0	150	289	200	200
Printing and Binding	54700		0	499	45	600	600
Other Current Charges and Obligations	54900		0	7,725	0	0	0
Licenses, Permits and Fees	54906		0	259	100	125	125
Merchandise for Resale	54908		3,251	2,488	457	1,000	1,000
Merchant Credit Card Fees	54916		932	569	708	650	650
Office Supplies	55100		545	732	338	1,100	1,100
Operating Supplies	55200		530	1,111	3,240	900	900
Emergency Supplies	55202		0	0	77	0	0
Small Tools & Equipment	55204		385	0	0	0	0
Fuel	55206		0	615	166	1,000	1,000
Books, Publications, Subscriptions and Memberships	55400		5,192	4,808	529	800	800
Training	55500		2,105	455	100	0	0
Total Expenses			391,097	444,843	226,964	674,930	676,745

Town of Fort Myers Beach
Annual Budget
10 - General
21 - Code Enforcement
 From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		94,759	102,950	86,897	113,360	162,200
Overtime	51400		1,270	171	71	0	0
Benefit Allowance	51700		0	0	0	1,625	1,000
FICA	52100		7,217	7,549	6,442	8,675	12,400
Retirement	52200		8,217	2,870	2,629	3,310	5,000
Life and Health	52300		20,374	23,102	25,506	30,005	12,500
Workers Compensation	52400		2,011	2,554	2,447	2,810	2,810
Professional Services	53100		3,517	0	0	0	0
Special Master	53105		5,081	10,488	2,109	10,000	10,000
Professional Services	53108		56	0	0	0	0
Contracted Services	53401		56,100	40,720	21,263	23,920	23,920
Contracted Labor	53402		9,703	0	0	0	0
Travel and Per Diem	54000		0	0	0	300	0
Cell Phone & Electronic Devices	54102		1,712	2,171	1,416	1,495	1,495
Freight and Postage Services	54200		500	1,131	691	1,135	1,135
Insurance	54500		2,850	14,111	10,191	12,000	12,000
Repairs & Maintenance Vehicles	54604		165	831	246	0	0
Printing and Binding	54700		1,471	0	0	600	600
Other Current Charges and Obligations	54900		68	1,013	0	0	0
Merchandise for Resale	54908		789	0	0	0	0
Nuisance Abatement Program	54930		0	0	0	50,000	50,000
Office Supplies	55100		143	2,445	0	1,000	1,000
Operating Supplies	55200		236	0	175	600	600
Uniforms	55201		0	0	314	250	250
Fuel	55206		1,191	295	1,310	600	700
Books, Publications, Subscriptions and Memberships	55400		809	1,811	50	600	600
Training	55500		0	100	200	1,200	1,200
Total Expenses			218,239	214,312	161,957	263,485	299,410

Town of Fort Myers Beach
Annual Budget
10 - General
29 - Town Hall Maintenance
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Contracted Services	53401	0	0	890	11,000	11,700
Janitorial Services	53403	0	0	3,667	4,600	4,600
Pest Control	53407	0	0	855	1,200	1,200
Other Contractual Services	53420	0	0	4,641	4,090	8,590
Telephone Service	54101	0	0	1,242	0	0
Utility Services	54300	0	0	0	8,250	8,250
Electricity	54301	0	0	0	15,000	16,000
Storage Facility Rental	54401	0	0	17,886	10,300	20,000
Repairs & Maintenance Building	54601	0	0	1,688	9,300	7,000
Repairs & Maintenance Landscape Etc	54602	0	0	255	2,500	4,800
Repairs & Maintenance Equipment	54603	0	0	1,029	0	0
Repairs & Maintenance Facilities	54605	0	0	1,637	0	1,300
Licenses, Permits and Fees	54906	0	0	0	250	250
Operating Supplies	55200	0	0	2,635	7,000	12,000
Total Expenses		0	0	36,425	73,490	95,690

Town of Fort Myers Beach
Annual Budget
10 - General
30 - Public Works Administration
 From 10/01/2020 to 7/15/2021

			Current Year	Current Year	
			Actual	Budget	FY 2022 Budget
		FY 2019 Actual	FY 2020 Actual		
Expenses					
Regular Wages	51200	113,747	125,437	95,732	122,700
Overtime	51400	260	218	23	500
Benefit Allowance	51700	0	0	0	2,540
FICA	52100	8,753	9,644	7,160	9,900
Retirement	52200	10,639	12,855	6,078	12,940
Life and Health	52300	16,200	23,234	19,046	26,010
Workers Compensation	52400	1,133	205	197	225
Professional Services	53100	0	8,316	0	0
Engineering Services	53104	32,135	31,798	6,173	52,500
Professional Services	53108	1,400	0	0	0
Other Services	53400	4,268	0	70	0
Contracted Services	53401	(5)	495	0	500
Other Services - Administrative Charges	53410	0	922	(922)	0
Travel and Per Diem	54000	0	0	266	1,000
Communications Services	54100	402	411	6,568	8,200
Cell Phone & Electronic Devices	54102	934	697	405	1,215
Web Service	54103	7	12	12	15
Freight and Postage Services	54200	0	0	64	0
Insurance	54500	6,109	18,355	15,081	17,730
Licenses, Permits and Fees	54906	80	832	0	500
Office Supplies	55100	442	553	270	500
Operating Supplies	55200	684	66	1,529	350
Uniforms	55201	641	252	33	500
Fuel	55206	(13)	0	0	0
Books, Publications, Subscriptions and Memberships	55400	720	174	1,331	660
Training	55500	2,622	281	525	1,000
Total Expenses		201,158	234,757	159,641	263,165
					253,842

Town of Fort Myers Beach
Annual Budget
10 - General
31 - Public Works Maintenance
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		295,441	343,443	271,102	339,040	368,200
Overtime	51400		27,434	18,282	13,998	30,000	30,000
Benefit Allowance	51700		0	0	0	7,380	7,400
FICA	52100		24,265	27,150	21,387	28,750	28,200
Retirement	52200		33,803	35,998	28,134	36,275	31,000
Life and Health	52300		93,433	96,344	86,268	109,240	112,800
Workers Compensation	52400		32,380	27,722	26,552	30,495	30,495
Professional Services	53108		0	150	139	500	500
Other Services	53400		0	526	6,337	17,550	11,850
Contracted Labor	53402		9,096	3,766	0	10,000	10,000
Publication Advertisement	53408		0	427	163	0	0
Sheriff Services	53411		515	0	0	0	0
Other Contractual Services	53420		450	0	0	0	0
Travel and Per Diem	54000		0	0	0	250	250
Communications Services	54100		0	1	0	0	0
Cell Phone & Electronic Devices	54102		7,798	8,628	6,619	9,000	9,000
Web Service	54103		13	11	5	15	15
Internet Service	54104		3	0	0	0	0
Emergency Communications Services	54107		171	0	0	0	0
Freight and Postage Services	54200		145	73	29	250	250
Utility Services	54300		356	0	0	0	0
Electricity	54301		703	811	442	500	500
Waste	54302		45,592	23,477	7,482	20,000	17,000
Recycling	54303		2,398	1,943	4,771	0	3,300
Equipment Rental	54404		649	954	253	2,000	2,000
Insurance	54500		33,031	103,706	75,357	86,620	86,620
Repairs and Maintenance Services	54600		180	0	0	0	0
Repairs & Maintenance Building	54601		0	138	0	0	0
Repairs & Maintenance Landscape Etc	54602		17,214	2,729	2,884	15,000	15,000
Repairs & Maintenance Equipment	54603		17,326	7,638	2,637	0	15,000
Repairs & Maintenance Vehicles	54604		9,225	14,605	7,630	20,000	10,500
Repairs & Maintenance Facilities	54605		2,247	1,943	0	1,500	1,000
Repairs & Maintenance Infrastructure	54606		261	0	0	400	400
Road Maintenance	54608		2,825	0	0	0	0
Other Current Charges and Obligations	54900		1,172	0	1,349	0	0
Licenses, Permits and Fees	54906		256	0	0	300	300
Hurricane Dorian	54961		209	0	0	0	0
Coronavirus - 19	54962		0	0	2,811	0	0
Office Supplies	55100		195	807	326	500	500
Operating Supplies	55200		18,650	11,428	9,895	17,000	17,000
Uniforms	55201		16,833	16,509	12,712	17,100	17,100
Emergency Supplies	55202		1,236	156	2,644	250	250
Drinking Water	55203		0	928	1,025	1,200	1,200
Small Tools & Equipment	55204		10,378	3,769	7,640	7,500	7,500
Fuel	55206		9,015	11,632	6,227	15,000	15,000

Town of Fort Myers Beach
Annual Budget
10 - General
31 - Public Works Maintenance
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Training	55500	2,931	715	1,068	4,500	0
Books, Publications, Subscriptions	55400	0	0	0	0	400
Landscaping	63300	0	0	39,088	0	0
Debt Principal	71000	0	3,635	(769)	0	0
Debt Interest	72000	0	1,136	(185)	0	0
Total Expenses		717,829	771,180	646,020	828,115	850,530

Town of Fort Myers Beach
Annual Budget
10 - General
32 - Times Square
 From 10/01/2020 to 7/15/2021

			Current Year	Current Year	
			Actual	Budget	FY 2022 Budget
		FY 2019 Actual	FY 2020 Actual		
Expenses					
Pest Control	53407	95	0	0	250
Other Contractual Services	53402	38,601	(19,718)	630	850
Utility Services	54300	1,080	1,104	615	2,600
Electricity	54301	1,313	1,063	570	5,000
Waste	54302	28,667	11,805	8,302	0
Recycling	54303	150	0	0	0
Equipment Rental	54404	454	2,267	0	1,500
Repairs and Maintenance Services	54600	21,123	814	390	0
Repairs & Maintenance Landscape Etc	54602	476	5,128	1,992	2,200
Repairs & Maintenance Equipment	54603	1,407	12,422	5,712	3,000
Repairs & Maintenance Facilities	54605	3,072	9,974	2,508	12,400
Repair & Maintenance Street Lighting	54607	1,189	11,075	7,294	7,000
Operating Supplies	55200	1,414	0	1,923	2,500
Small Tools & Equipment	55204	0	0	703	0
Total Expenses		99,041	35,934	30,639	37,300

Town of Fort Myers Beach
Annual Budget
10 - General
33 - Maritime
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		20,018	2,793	6,088	0	0
Overtime	51400		843	0	294	0	0
FICA	52100		1,522	271	519	0	0
Workers Compensation	52400		49	0	0	0	0
Other Services	53400		1,495	474	237	0	0
Contracted Services	53401		87,293	0	179	0	0
Publication Advertisement	53408		2,080	0	0	0	0
Other Contractual Services	53420		0	8,300	0	0	5,000
Other Contractual Services - Law Enforcement	53421		31,950	58,880	38,376	50,000	0
Other Contractual Svc - Grant Match	53425		5,000	0	6,000	10,000	0
Cell Phone & Electronic Devices	54102		216	0	0	0	0
Electricity	54301		223	0	0	250	250
Insurance	54500		19,896	6,224	4,229	0	0
Repairs and Maintenance Services	54600		6,320	(212)	0	0	0
Repairs & Maintenance Landscape Etc	54602		0	0	0	2,500	2,500
Repairs & Maintenance Equipment	54603		1,528	2,101	430	0	0
Repairs & Maintenance Vehicles	54604		120	0	0	0	0
Repairs & Maintenance Facilities	54605		93	3,298	0	0	0
Repair & Maintenance Street Lighting	54607		1,146	0	0	0	0
Repair and Maintenance of Water Ways	54615		2,935	374	2,428	12,000	12,000
Operating Supplies	55200		8,915	55	694	0	1,000
Uniforms	55201		290	0	0	0	0
Fuel	55206		1,807	670	0	0	0
Training	55500		1,000	600	400	0	500
Total Expenses			194,739	83,828	59,874	74,750	21,250

Town of Fort Myers Beach
Annual Budget
10 - General
34 - Parking Meter Operations
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		229,899	272,970	187,318	318,240	287,000
Overtime	51400		454	327	291	0	0
Benefit Allowance	51700		0	0	0	2,745	2,700
FICA	52100		17,028	19,958	13,676	24,555	22,000
Retirement	52200		11,964	14,269	11,290	14,005	13,800
Life and Health	52300		40,063	49,767	44,098	51,060	44,400
Workers Compensation	52400		6,774	10,843	10,386	11,930	11,930
Legal	53101		0	2,125	1,698	2,290	0
Technological Services	53107		0	30	0	0	0
Professional Services	53108		329	156	137	190	190
Other Services	53400		(132)	0	0	0	0
Contracted Services	53401		30,218	51,337	33,935	29,900	40,000
Other Contractual Services	53402		0	260	330	0	0
Travel and Per Diem	54000		522	0	0	0	0
Cell Phone & Electronic Devices	54102		7,322	6,083	4,665	6,000	6,000
Web Service	54103		0	80	20	0	0
Information Technology Services	54105		0	550	0	900	900
Freight and Postage Services	54200		74	83	37	500	200
Insurance	54500		14,010	49,646	36,003	42,245	42,245
Repairs and Maintenance Services	54600		0	1,165	0	2,500	0
Repairs & Maintenance Equipment	54603		174	333	0	0	500
Repairs & Maintenance Vehicles	54604		7,641	1,191	6,910	3,000	7,000
Printing and Binding	54700		0	466	29	1,000	1,500
Other Current Charges and Obligations	54900		95	1,013	0	0	0
Bank Charges	54901		1,590	388	159	0	0
Licenses, Permits and Fees	54906		0	128	128	0	250
Other Contract Services - Teen Program	54911		0	260	0	0	0
Merchant Credit Card Fees	54916		44,229	50,013	49,272	45,000	50,000
Office Supplies	55100		581	1,150	51	500	500
Operating Supplies	55200		8,092	5,976	4,854	6,000	6,000
Uniforms	55201		2,824	2,257	191	3,000	3,000
Small Tools & Equipment	55204		0	823	98	800	1,000
Fuel	55206		3,082	1,902	3,433	0	5,000
Training	55500		520	347	254	250	250
Contingency	58100		0	0	0	0	4,500
Total Expenses			427,353	545,896	409,263	566,610	550,865

Town of Fort Myers Beach
Annual Budget
10 - General
35 - Storm Water Maintenance
 From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		5,424	0	0	0	0
FICA	52100		414	0	0	0	0
Other Services	53400		10,825	0	0	0	0
Freight and Postage Services	54200		96	0	0	0	0
Repairs and Maintenance Services	54600		1,062	0	0	0	0
Repairs & Maintenance Equipment	54603		959	0	0	0	0
Repairs & Maintenance Infrastructure	54606		84,344	0	0	0	0
Licenses, Permits and Fees	54906		163	0	0	0	0
Fireline Refunds	54910		4,028	0	0	0	0
Operating Supplies	55200		482	0	0	0	0
Training	55500		1,500	0	0	0	0
Total Expenses			109,297	0	0	0	0

Town of Fort Myers Beach
Annual Budget
10 - General
36 - Mooring Operations
 From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		0	20,448	12,389	26,000	26,000
Overtime	51400		0	347	0	0	485
Benefit Allowance	51700		0	0	0	520	500
FICA	52100		0	1,345	0	2,030	2,000
Retirement	52200		0	0	0	2,655	2,600
Life and Health	52300		0	0	0	6,470	2,100
Other Services	53400		0	687	4,201	7,150	5,400
Contracted Services	53401		0	94,461	81,322	89,000	99,000
Publication Advertisement	53408		0	1,680	1,080	3,600	2,500
Travel and Per Diem	54000		0	329	0	1,410	500
Communications Services	54100		0	0	0	7,000	0
Cell Phone & Electronic Devices	54102		0	433	329	850	4,800
Freight and Postage Services	54200		0	26	0	0	500
Electricity	54301		0	226	(8,027)	0	1,000
Insurance	54500		0	5,037	4,771	5,380	5,380
Repairs and Maintenance Services	54600		0	5,931	1,797	12,000	4,000
Repairs & Maintenance Equipment	54603		0	3,307	1,280	10,600	10,000
Repairs & Maintenance Vehicles	54604		0	0	484	0	500
Bank Charges	54901		0	1,551	2,621	0	5,000
Licenses, Permits and Fees	54906		0	61	250	0	500
Operating Supplies	55200		0	2,005	1,346	14,000	10,500
Uniforms	55201		0	830	0	1,000	5,500
Small Tools & Equipment	55204		0	0	0	1,000	3,000
Fuel	55206		0	505	1,041	2,000	2,000
Training	55500		0	0	0	2,000	4,400
Total Expenses			0	139,209	104,884	194,665	198,165

Town of Fort Myers Beach
Annual Budget
10 - General
50 - Bay Oaks Recreation Center
From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Regular Wages	51200	347,023	286,279	266,878	400,140	387,600
Overtime	51400	4,945	1,084	2,010	0	0
Benefit Allowance	51700	0	0	0	5,380	6,500
FICA	52100	26,960	21,218	20,007	31,025	29,700
Retirement	52200	22,631	20,479	15,649	20,450	25,400
Life and Health	52300	45,037	54,033	56,640	89,640	92,900
Workers Compensation	52400	5,412	12,474	11,948	13,720	13,700
Professional Services	53108	0	189	414	300	300
Accounting Services	53201	0	0	1,350	0	0
Other Services	53400	6,518	(1,069)	0	0	0
Contracted Services	53401	783	6,093	4,500	5,900	29,900
Janitorial Services	53403	0	0	1,969	0	0
Pest Control	53407	990	900	930	810	810
Publication Advertisement	53408	0	0	592	0	0
Other Contractual Services	53420	580	0	0	0	0
Telephone Service	54101	0	149	3,162	0	0
Cell Phone & Electronic Devices	54102	4,191	3,238	2,643	0	0
Internet Service	54104	2,753	4,526	2,646	4,020	4,020
Emergency Communications Services	54107	635	0	0	0	0
Freight and Postage Services	54200	347	0	0	0	0
Utility Services	54300	50,746	36,663	29,009	0	48,000
Electricity	54301	41,012	35,762	26,535	0	45,000
Waste	54302	0	1,146	0	0	0
Copier Rental	54402	4,213	3,039	1,904	3,600	3,600
Equipment Rental	54404	0	0	7,148	0	0
Insurance	54500	52,435	77,035	56,252	65,855	65,855
Repairs and Maintenance Services	54600	0	1,105	136	26,000	2,000
Repairs & Maintenance Building	54601	0	612	0	500	500
Repairs & Maintenance Landscape Etc	54602	37,105	21,536	19,027	8,700	8,700
Repairs & Maintenance Equipment	54603	4,242	3,661	2,148	3,000	3,000
Repairs & Maintenance Vehicles	54604	2,949	2,846	369	980	900
Repairs & Maintenance Facilities	54605	16,398	9,487	5,295	6,400	6,400
Repair & Maintenance Street Lighting	54607	765	0	0	800	800
Promotional Activities	54800	1,185	318	338	2,500	2,500
Other Current Charges and Obligations	54900	3,113	75	0	0	0
Bank Charges	54901	513	768	338	540	540
After School Program	54903	1,710	1,455	828	23,000	22,000
Licenses, Permits and Fees	54906	0	3,740	2,086	3,430	3,430
Other Contract Services - Teen Program	54911	2,132	50	0	3,650	3,650
Other Contract Services - Youth Program	54912	6,107	4,757	3,606	5,500	5,500
Other Contract Services - Athletic Program	54913	12,396	12,650	2,185	10,350	10,350
Other Contract Services - Senior Program	54914	8,692	12,329	8,246	14,695	15,000
Other Contract Services - Special Events	54915	21,483	6,497	0	15,000	15,000
Merchant Credit Card Fees	54916	1,162	871	533	0	0
Coronavirus - 19	54962	0	0	8,750	0	0

Town of Fort Myers Beach
Annual Budget
10 - General
50 - Bay Oaks Recreation Center
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Office Supplies	55100	2,372	1,240	1,458	2,000	2,000
Operating Supplies	55200	11,688	11,899	4,103	8,250	8,250
Uniforms	55201	806	1,377	1,597	0	0
Emergency Supplies	55202	189	0	0	0	0
Small Tools & Equipment	55204	0	4,061	0	450	450
Fuel	55206	1,464	167	468	1,200	1,200
Memberships	55400	384	79	0	450	450
Training	55500	4,163	339	2,300	1,050	1,500
Debt Principal	71000	0	0	769	0	0
Debt Interest	72000	0	0	185	0	0
Total Expenses		758,229	665,157	576,951	779,285	867,405

Town of Fort Myers Beach
Annual Budget
10 - General
51 - Bay Oaks Pool
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		114,711	106,591	78,965	151,840	187,200
Overtime	51400		2,494	1,034	873	0	0
Benefit Allowance	51700		0	0	0	1,540	2,200
FICA	52100		8,964	8,233	6,109	11,735	14,300
Retirement	52200		4,085	4,618	2,651	3,140	6,500
Life and Health	52300		13,449	19,421	22,177	23,180	35,700
Workers Compensation	52400		5,412	6,469	6,196	7,120	7,100
Professional Services	53108		65	139	0	400	400
Accounting Services	53201		140	0	1,350	0	0
Other Services	53400		700	0	0	0	0
Contracted Services	53401		928	2,040	180	2,040	2,040
Pest Control	53407		950	450	340	1,080	1,000
Other Contractual Services	53420		140	0	0	0	0
Communications Services	54100		99	0	0	0	0
Telephone Service	54101		287	369	306	385	385
Cell Phone & Electronic Devices	54102		389	578	526	600	600
Emergency Communications Services	54107		1,000	0	0	0	0
Utility Services	54300		16,922	20,191	13,404	15,000	15,000
Electricity	54301		21,858	14,200	13,240	22,000	22,000
Insurance	54500		39,761	38,550	26,988	32,690	33,000
Repairs and Maintenance Services	54600		3,744	172	285	15,000	15,000
Repairs & Maintenance Building	54601		104	0	0	0	0
Repairs & Maintenance Landscape Etc	54602		0	540	1,083	0	0
Repairs & Maintenance Equipment	54603		3,659	2,303	95	2,700	2,700
Repairs & Maintenance Facilities	54605		8,150	2,311	2,103	6,100	6,100
Repair & Maintenance Street Lighting	54607		2,144	0	0	750	750
Other Current Charges and Obligations	54900		109	0	0	0	0
Bank Charges	54901		595	648	319	640	640
Licenses, Permits and Fees	54906		1,869	1,254	563	530	530
Merchant Credit Card Fees	54916		1,199	356	290	900	900
Office Supplies	55100		443	198	565	500	500
Operating Supplies	55200		16,924	10,528	17,649	16,650	16,650
Uniforms	55201		1,007	713	981	1,000	1,000
Emergency Supplies	55202		459	0	0	400	400
Training	55500		190	0	1,864	300	300
Total Expenses			272,950	241,906	199,102	318,220	372,895

Town of Fort Myers Beach
Annual Budget
10 - General
70 - Mound House
From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Regular Wages	51200	244,667	262,657	175,931	289,595	310,100
Overtime	51400	383	1,163	78	0	0
Benefit Allowance	51700	0	0	0	4,445	4,800
FICA	52100	18,461	20,079	13,186	22,495	23,800
Retirement	52200	19,679	23,615	13,477	22,665	18,400
Life and Health	52300	45,049	47,966	41,166	50,025	49,300
Workers Compensation	52400	1,194	6,438	6,166	7,080	7,100
Professional Services	53108	45	378	45	450	435
Cultural Classes	53109	12	0	0	0	0
Accounting Services	53201	0	0	1,350	0	0
Contracted Services	53401	857	3,020	2,177	2,940	2,940
Janitorial Services	53403	8,397	6,948	3,921	7,925	7,925
Educational Programs	53406	951	528	325	550	550
Pest Control	53407	911	341	0	865	865
Other Contractual Services	53420	52,006	3,247	0	0	0
Other Contractual Svc - Grant Match	53425	0	0	1,344	0	0
Travel and Per Diem	54000	61	0	31	0	0
Communications Services	54100	314	57	0	0	0
Telephone Service	54101	0	113	2,070	0	0
Cell Phone & Electronic Devices	54102	3,038	3,618	2,674	3,300	3,300
Web Service	54103	19	1,017	19	620	620
Internet Service	54104	3,033	4,642	1,996	3,505	3,505
Information Technology Services	54105	150	180	135	180	180
Emergency Communications Services	54107	720	268	286	270	270
Freight and Postage Services	54200	0	152	200	0	0
Utility Services	54300	0	138	138	0	0
Electricity	54301	3,200	3,401	2,601	3,500	3,500
Copier Rental	54402	27	4,093	2,794	4,200	4,200
Insurance	54500	68,118	83,168	66,786	73,045	73,045
Repairs and Maintenance Services	54600	544	351	0	0	0
Repairs & Maintenance Building	54601	1,610	11	87	300	300
Repairs & Maintenance Landscape Etc	54602	36	247	776	100	100
Repairs & Maintenance Equipment	54603	3,471	1,617	1,127	0	0
Repairs & Maintenance Facilities	54605	4,964	4,024	1,717	6,700	6,700
Printing and Binding	54700	82	0	348	350	350
Promotional Activities	54800	2,735	2,560	635	2,500	2,500
Advisory Committees	54804	1,689	0	0	0	0
Other Current Charges and Obligations	54900	3,030	728	0	155	155
Bank Charges	54901	176	565	252	0	0
Licenses, Permits and Fees	54906	287	504	1,853	835	835
Merchandise for Resale	54908	19,255	17,062	12,297	18,000	18,000
Other Contract Services - Special Events	54915	50	3,910	475	0	0

Town of Fort Myers Beach
Annual Budget
10 - General
70 - Mound House
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Merchant Credit Card Fees	54916	2,786	1,492	1,097	0	0
Office Supplies	55100	1,170	941	526	0	0
Operating Supplies	55200	3,538	5,851	3,228	2,400	2,400
Uniforms	55201	545	208	40	500	500
Emergency Supplies	55202	249	84	0	0	0
Drinking Water	55203	5	0	0	0	0
Educational Supplies	55205	75	427	523	0	0
Memberships	55400	257	1,173	844	455	455
Training	55500	260	531	2,049	0	0
Total Expenses		518,106	519,513	366,770	529,950	547,130

Town of Fort Myers Beach
Annual Budget
10 - General
71 - Newton Park
 From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		1,515	464	0	0	0
Overtime	51400		57	0	0	0	0
FICA	52100		120	32	0	0	0
Contracted Services	53401		0	722	240	240	550
Janitorial Services	53403		2,490	3,151	1,225	2,800	2,800
Pest Control	53407		0	2,221	0	700	200
Other Contractual Svc - Grant Match	53425		0	0	54	0	0
Telephone Service	54101		0	301	429	0	0
Internet Service	54104		3,478	3,591	2,721	4,200	4,200
Emergency Communications Services	54107		360	0	0	0	0
Utility Services	54300		347	206	217	0	250
Electricity	54301		748	909	550	650	900
Insurance	54500		27,980	32,375	25,409	27,415	23,000
Repairs and Maintenance Services	54600		0	0	0	1,000	1,000
Repairs & Maintenance Building	54601		49	34	3,850	4,500	4,500
Repairs & Maintenance Facilities	54605		6,722	270	3,061	3,200	5,200
Promotional Activities	54800		0	0	0	750	1,750
Advisory Committees	54804		4,500	0	0	0	0
County Fees	54905		0	0	0	250	250
Licenses, Permits and Fees	54906		0	48	0	0	0
Operating Supplies	55200		473	509	0	0	0
Total Expenses			48,839	44,833	37,756	45,705	44,600

Town of Fort Myers Beach
Annual Budget
10 - General
80 - Storm Water Capital
 From 10/01/2020 to 7/15/2021

			Current Year	Current Year	
	FY 2019 Actual	FY 2020 Actual	Actual	Budget	FY 2022 Budget
Expenses					
Regular Wages	51200	480	0	0	0
FICA	52100	36	0	0	0
Total Expenses		516	0	0	0

Town of Fort Myers Beach
Annual Budget
11 - Road Impact
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Revenues						
Road Impact Fees	32430	44,903	8,001	45,355	0	0
Interest Income	36110	16,445	8,290	1,809	0	0
Total Revenues		61,348	16,291	47,164	0	0

Town of Fort Myers Beach
Annual Budget
11 - Road Impact
31 - Public Works Maintenance
 From 10/01/2020 to 7/15/2021

		<u>FY 2019 Actual</u>	<u>FY 2020 Actual</u>	<u>Current Year Actual</u>	<u>Current Year Budget</u>	<u>FY 2022 Budget</u>
Expenses						
Infrastructure	63000	0	41,689	0	0	0
Curbs & Sidewalks	63150	23,968	19,023	0	0	0
Total Expenses		23,968	60,712	0	0	0

Town of Fort Myers Beach
Annual Budget
12 - Parks Impact
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Revenues						
National Fitness Campaign Grant	33475	0	30,000	0	0	0
Park Impact	32460	12,461	3,947	11,352	0	0
Total Revenues		12,461	33,947	11,352	0	0

Town of Fort Myers Beach
Annual Budget
12 - Parks Impact
50 - Bay Oaks Recreation Center
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Other Machinery & Equipment	64500	0	125,293	0	0	0
Total Expenses		0	125,293	0	0	0

Town of Fort Myers Beach
Annual Budget
13 - Emergency
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Revenues						
FEMA Reimbursement	33150	569,119	128,062	52,188	0	0
Red Tide Proceeds	33792	365,380	0	0	0	0
Interest Income	36110	5,062	3,662	1,090	0	0
Total Revenues		939,561	131,724	53,278	0	0

Town of Fort Myers Beach
Annual Budget
13 - Emergency
19 - General Government
 From 10/01/2020 to 7/15/2021

			Current Year	Current Year	
			Actual	Budget	
		FY 2019 Actual	FY 2020 Actual	FY 2021 Budget	FY 2022 Budget
Expenses					
Other Contractual Services	53420	8,608	0	0	0
Other Current Charges and Obligations	54900	8,050	0	0	0
Total Expenses		8,608	0	0	0

Town of Fort Myers Beach
Annual Budget
13 - Emergency
90 - Disaster
 From 10/01/2020 to 7/15/2021

		<u>FY 2019 Actual</u>	<u>FY 2020 Actual</u>	<u>Current Year Actual</u>	<u>Current Year Budget</u>	<u>FY 2022 Budget</u>
Expenses						
Repairs and Maintenance Services	54600	61,528	0	0	0	0
Repairs and Maintenance Facilities	54605	6,983	0	0	0	0
Total Expenses		68,511	0	0	0	0

Town of Fort Myers Beach
Annual Budget
20 - Gas Tax
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Revenues							
Local Option Gas Tax	31241		249,047	208,764	171,893	200,855	190,000
New Local Option Gas Tax	31242		181,942	151,454	124,569	147,010	140,000
FDOT Grants	33443		0	9,117	1,776	0	0
State Revenue Sharing Proceeds	33512		(60)	41,742	3,553	41,000	0
Interest Income	36110		35,162	20,784	(2,706)	0	0
Miscellaneous	36900		0	0	8,000	0	0
Other Misc. Revenue	36902		0	1,350	0	0	0
Transfer from General Fund	38111		100,000	123,000	0	0	0
Total Revenues			566,091	556,211	307,085	388,865	330,000

Town of Fort Myers Beach
Annual Budget
20 - Gas Tax
31 - Public Works Maintenance
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Professional Services	53100		14,790	3,206	0	0	0
Engineering Services	53104		32,817	0	0	15,000	15,000
Other Services	53400		5,114	(1,769)	0	0	0
Sheriff Services	53411		69,476	82,179	50,564	73,000	73,000
Other Contractual Services - Law Enforcement	53421		0	0	2,380	0	0
Freight and Postage Services	54200		24	0	0	0	0
Utility Services	54300		724	51	481	0	500
Electricity	54301		62,338	57,835	45,780	60,000	61,300
Waste	54302		0	103	447	0	0
Rental and Leases	54400		81,821	40,911	0	0	0
Equipment Rental	54404		0	5,400	0	0	0
Insurance	54500		2,007	0	0	0	0
Repairs & Maintenance Landscape Etc	54602		0	0	410	0	0
Repairs & Maintenance Equipment	54603		503	1,606	4,066	15,000	14,500
Repairs & Maintenance Vehicles	54604		0	0	4,865	0	0
Repairs & Maintenance Infrastructure	54606		2,097	8,144	500	8,000	8,000
Repair & Maintenance Street Lighting	54607		7,426	0	306	10,000	8,700
Road Maintenance	54608		69,380	9,075	8,486	15,000	15,000
Licenses, Permits and Fees	54906		30	0	0	0	0
Operating Supplies	55200		1,847	0	710	10,000	7,500
Small Tools & Equipment	55204		0	550	1,220	0	2,000
Fuel	55206		721	928	692	0	500
Contingency	58100		0	16,196	0	52,265	124,000
Transfer Out to Stormwater	59103		425,000	150,000	0	0	0
Infrastructure	63000		0	69,482	0	0	0
Roads	63010		0	0	35,623	80,600	0
Curbs & Sidewalks	63150		0	194,801	4,530	0	0
Landscaping	63300		0	0	1,100	0	0
Machinery and Equipment	64000		0	33,509	0	0	0
Other Machinery & Equipment	64500		0	0	0	50,000	0
Construction in Process	65000		0	57,705	0	0	0
Total Expenses			776,115	729,912	162,160	388,865	330,000

Town of Fort Myers Beach
Annual Budget
22 - Beach Access
70 - Mound House
From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Regular Wages	51200	35,597	61,270	49,402	79,040	57,100
Overtime	51400	2,083	623	711	0	0
Benefit Allowance	51700	0	0	0	1,580	1,100
FICA	52100	2,874	4,777	3,919	6,170	4,400
Retirement	52200	4,459	8,839	6,053	8,065	5,700
Life and Health	52300	10,969	21,024	18,019	25,705	17,700
Workers Compensation	52400	0	1,497	1,434	0	0
Contracted Services	53401	904	751	0	5,850	5,000
Contracted Labor	53402	9,174	0	7,546	0	10,000
Janitorial Services	53403	8,650	7,182	4,725	9,720	8,800
Pest Control	53407	207	260	1,036	0	250
Other Contractual Services	53420	0	0	0	0	3,200
Freight & Postage	54200	0	0	0	0	750
Utility Services	54300	8,490	8,423	3,587	0	9,500
Electricity	54301	2,099	1,458	896	0	3,000
Recycling	54303	13	0	0	750	0
Repairs & Maintenance Landscape Etc	54602	18,193	8,474	8,482	0	12,000
Repairs & Maintenance Equipment	54603	0	1,623	0	0	1,200
Repairs & Maintenance Vehicles	54604	2,022	2,083	821	0	2,750
Repairs & Maintenance Facilities	54605	894	11,037	164	0	10,500
Operating Supplies	55200	477	270	194	840	3,300
Drinking Water	55203	76	0	532	0	0
Fuel	55206	0	0	0	205	500
Total Expenses		107,181	139,591	107,521	137,925	156,750

Town of Fort Myers Beach
Annual Budget
22 - Beach Access
71 - Newton Park
From 10/01/2020 to 7/15/2021

			Current Year	Current Year	
			Actual	Budget	FY 2022 Budget
FY 2019 Actual	FY 2020 Actual				
Expenses					
Regular Wages	51200	2,543	14,895	8,247	21,900
Overtime	51400	573	540	677	0
Benefit Allowance	51700	0	0	0	400
FICA	52100	10,451	1,149	664	1,700
Retirement	52200	0	0	0	2,200
Life & Health	52300	0	0	0	6,300
Workers Compensation	52400	0	0	0	0
Contracted Services	53401	0	0	30,000	4,000
Contracted Labor	53402	3,718	0	7,546	5,000
Janitorial Services	53403	10,383	4,671	5,670	10,500
Pest Control	53407	744	760	378	775
Telephone Service	54101	0	0	0	1,200
Freight & Postage	54200	0	0	0	750
Utility Services	54300	5,789	4,378	2,706	6,500
Electricity	54301	778	697	550	1,000
Recycling	54303	13	0	0	0
Repairs & Maintenance Services	54600	0	470	0	0
Repairs & Maintenance Building	54601	195	87	0	0
Repairs & Maintenance Landscape Etc	54602	5,049	4,779	2,251	4,000
Repairs & Maintenance Equipment	54603	14	0	0	1,500
Repairs & Maintenance Vehicles	54604	0	0	14,317	0
Repairs & Maintenance Facilities	54605	12,880	1,121	10,745	2,500
Licenses, Permits and Fees	54906	0	0	128	0
Other Contract Services	54915	0	0	0	0
Operating Supplies	55200	1,495	1,140	1,526	6,550
Fuel	55206	0	0	0	2,250
Building Improvements	63720	4,176	223,029	0	0
Machinery and Equipment	64000	0	0	0	500
All Terrain Vehicles	64030	0	0	0	26,200
Total Expenses		58,801	257,716	55,405	96,920
					82,625

Town of Fort Myers Beach
Annual Budget
22 - Beach Access
75 - TDC Beach Maintenance
From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Regular Wages	51200	221,529	236,965	212,872	241,800	255,300
Overtime	51400	33,226	27,805	16,807	154,190	20,300
Benefit Allowance	51700	0	0	0	3,435	3,400
FICA	52100	18,933	19,996	18,226	30,865	19,500
Retirement	52200	20,105	19,294	15,370	34,580	17,200
Life and Health	52300	57,351	61,326	56,477	61,925	50,300
Workers Compensation	52400	0	11,046	16,587	16,500	16,500
Professional Services	53100	0	8,000	0	0	0
Professional Services	53108	0	45	45	0	0
Other Services	53400	24,655	(17,513)	25,390	0	0
Contracted Services	53401	177,088	14,817	3,750	0	0
Contracted Labor	53402	73,755	48,925	1,970	0	0
Janitorial Services	53403	0	0	0	5,000	5,000
Pest Control	53407	71	0	0	0	0
Freight and Postage Services	54200	448	18	0	5,000	10,000
Utility Services	54300	543	593	336	2,500	2,000
Electricity	54301	467	0	0	0	0
Waste	54302	120,201	72,087	41,312	0	65,000
Recycling	54303	(26)	2,400	0	0	0
Equipment Rental	54404	3,777	3,395	0	5,000	5,000
Repairs and Maintenance Services	54600	339	0	0	0	0
Repairs & Maintenance Landscape Etc	54602	11,700	16,902	9,034	17,000	10,000
Repairs & Maintenance Equipment	54603	6,637	7,846	5,096	9,500	8,000
Repairs & Maintenance Vehicles	54604	24,496	9,489	19,941	12,500	13,000
Repairs & Maintenance Facilities	54605	1,968	0	0	0	0
Repairs & Maintenance Infrastructure	54606	1,088	0	0	0	0
Licenses, Permits and Fees	54906	128	0	0	0	0
Operating Supplies	55200	64,592	12,406	40,174	85,000	23,000
Drinking Water	55203	0	785	0	0	0
Small Tools & Equipment	55204	12,860	23,785	1,812	13,500	16,000
Fuel	55206	10,781	5,377	4,459	24,350	18,000
Various Signage	63020	0	17,513	0	0	0
Bridges	63100	12,647	11,800	0	0	0
Building Improvements	53720	16,955	0	0	0	0
Machinery and Equipment	64000	24,715	36,125	16,930	0	10,000
Vehicles	64010	15,829	0	0	0	0
All Terrain Vehicles	64030	25,182	33,473	13,111	0	40,000
Trailers	64060	24,609	0	0	0	0
Other Machinery & Equipment	64500	19,459	22,530	0	0	16,000
Total Expenses		1,026,108	707,230	519,699	722,645	623,500

Town of Fort Myers Beach
Annual Budget
24 - Building
24 - Building Services
 From 10/01/2020 to 7/15/2021

			Current Year	Current Year	
			Actual	Budget	
		FY 2019 Actual	FY 2020 Actual		FY 2022 Budget
Revenues					
Building Permit Fees	32200	196,638	157,644	693,450	677,000
Other Permit Fees	32201	264,050	264,366	140,960	74,670
Plans Review Fees	32202	76,207	3,150	211	1,000
Permit Revisions	32203	4,350	2,675	250	0
Reinspection Fees	32204	9,150	7,783	550	0
Fire Permits	32205	1,525	1,889	0	0
Other Licenses & Permits	32220	12,515	13,020	0	0
Sign Fees	32910	1,775	200	0	0
Recording Fees	34110	1,345	2,769	161	0
Administrative Charge	34130	698	233	0	0
Tables/Right of Way	34194	0	50	0	0
Flood Plain Review Fees	3390	0	14,650	1,150	0
Plans Review Fee	34492	0	450	0	0
Miscellaneous	36900	455	1,074	0	0
Other Misc. Revenue	36902	41,906	0	0	0
Total Revenues		610,614	469,953	836,732	752,670

Town of Fort Myers Beach
Annual Budget
24 - Building
24 - Building Services
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		307,898	271,776	194,356	197,600	174,700
Overtime	51400		7,784	4,312	1,613	0	0
Benefit Allowance	51700		0	0	0	3,955	3,500
FICA	52100		23,396	20,201	14,167	15,420	13,400
Retirement	52200		30,698	25,190	14,357	15,955	12,600
Life and Health	52300		75,312	67,685	54,834	74,655	58,300
Workers Compensation	52400		1,987	451	432	500	500
Professional Services	53100		1,102	0	0	0	0
Engineering Services	53104		0	0	0	41,660	41,660
Professional Services	53108		0	109	0	0	0
Contracted Services	53401		184,487	192,762	128,587	321,350	321,350
Contracted Labor	53402		1,900	0	0	0	0
Studies and Agreements	53405		3,281	18,391	0	0	0
Other Contractual Services	53420		41,955	6,489	14,650	19,750	19,750
Travel and Per Diem	54000		109	423	0	500	500
Cell Phone & Electronic Devices	54102		4,011	4,006	2,884	1,430	1,430
Web Service	54103		0	80	0	0	0
Information Technology Services	54105		0	1,803	0	0	0
GIS Services	54106		0	0	0	1,400	1,400
Freight and Postage Services	54200		52	19	42	0	0
Copier Rental	54402		9,893	0	0	0	0
Insurance	54500		7,125	39,992	30,477	35,240	35,240
Repairs & Maintenance Equipment	54603		0	158	0	0	0
Other Current Charges and Obligations	54900		6	0	0	0	0
Bank Charges	54901		845	1,476	799	0	0
Licenses, Permits and Fees	54906		467	0	0	400	400
Merchant Credit Card Fees	54916		10,469	6,829	9,768	12,500	12,500
Office Supplies	55100		1,410	71	24	2,400	2,400
Operating Supplies	55200		402	860	971	5,000	5,000
Educational Supplies	55205		0	179	0	0	0
Memberships	55400		3,493	4,298	322	1,000	1,000
Training	55500		489	608	0	1,500	1,500
Contingency	58100		0	0	0	0	45,540
Total Expenses			718,571	668,168	468,283	752,215	752,670

Town of Fort Myers Beach
Annual Budget
40 - Capital Fund
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Revenues						
FDOT GRANTS	33443	0	0	6,435	564,175	0
FBIP Grant	33740	0	0	43,000	0	0
Interest Income	36110	12,130	7,774	395	0	0
Other Misc. Revenue	36902	2,006	0	0	0	0
Transfer from General Fund	38111	846,825	1,354,805	1,136,038	1,363,245	730,000
Loan Proceeds	38400	49,736	0	0	0	0
Total Revenues		910,697	1,362,579	1,185,868	1,927,420	730,000

Town of Fort Myers Beach
Annual Budget
40 - Capital
16 - Finance
 From 10/01/2020 to 7/15/2021

		<u>FY 2019 Actual</u>	<u>FY 2020 Actual</u>	<u>Current Year Actual</u>	<u>Current Year Budget</u>	<u>FY 2022 Budget</u>
Expenses						
Office Furniture & Equipment	64600	2,625	0	0	0	12,562
Total Expenses		2,625	0	0	0	12,562

Town of Fort Myers Beach
Annual Budget
40 - Capital
19 - General Government
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Improvements to Buildings	62500	22,697	0	0	93,400	25,000
Landscaping	63300	0	1,105	0	0	0
Building Improvements	63720	0	0	0	35,000	35,000
Other Machinery & Equipment	64500	(4,446)	0	0	5,250	0
Office Furniture & Equipment	64600	23,856	2,105	0	50,000	50,000
Communications & Information Technology	64700	63,394	75,567	48,170	35,000	35,000
Total Expenses		105,501	78,777	48,170	218,650	145,000

Town of Fort Myers Beach
Annual Budget
40 - Capital
20 - Community Development
 From 10/01/2020 to 7/15/2021

				Current Year	Current Year	
		FY 2019 Actual	FY 2020 Actual	Actual	Budget	FY 2022 Budget
Expenses						
Capital Outlay	60000	0	23,889	0	0	0
Trucks & Vans	64020	0	0	0	4,200	4,200
Total Expenses		0	23,889	0	4,200	4,200

Town of Fort Myers Beach
Annual Budget
40 - Capital
30 - Public Works Admin
 From 10/01/2020 to 7/15/2021

				Current Year	Current Year	
				Actual	Budget	FY 2022 Budget
	FY 2019 Actual	FY 2020 Actual				
Expenses						
Communications & Information Technology	64700					
	0	0		0	1,000	1,000
Total Expenses	0	0		0	1,000	1,000

Town of Fort Myers Beach
Annual Budget
40 - Capital
31 - Public Works Maintenance
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Improvements to Buildings	62500	6,855	0	0	27,000	27,000
Infrastructure	63000	7,700	0	0	8,000	8,000
Roads	63010	5,771	0	44,678	564,175	0
Various Signage	63020	18,936	9,346	41,982	25,000	25,000
Curbs & Sidewalks	63150	24,975	234,629	(2,103)	50,000	0
Lighting Systems	63330	4,531	499	0	29,000	29,000
Parking Areas	63350	0	3,761	0	2,000	0
Open Spaces	63550	0	0	0	80,000	0
Machinery and Equipment	64000	0	0	24,993	0	0
Trucks & Vans	64020	34,607	0	23,414	12,400	12,400
All Terrain Vehicles	64030	0	9,402	13,766	6,000	6,000
Trailers	64060	3,603	0	0	0	0
Heavy Equipment - Transportation	64300	1,140	0	0	19,800	19,800
Other Heavy Equipment	64400	0	0	0	35,000	0
Other Machinery & Equipment	64500	5,105	7,220	13,149	98,560	21,890
Communications & Information Technology	64700	47,956	0	0	5,000	0
Total Expenses		161,179	264,857	159,879	961,935	149,090

Town of Fort Myers Beach
Annual Budget
40 - Capital
32 - Times Square
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Infrastructure	63000	0	348,460	21,061	0	12,563
Total Expenses		0	348,460	21,061	0	12,563

Town of Fort Myers Beach
Annual Budget
40 - Capital
33 - Maritime
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Improvements to Buildings	62500	0	0	0	20,000	20,000
Infrastructure	63000	1,155	0	0	0	0
Docks	63200	126,013	207,705	0	18,750	9500
Building Improvements	63720	0	14,202	0	25,000	0
All Terrain Vehicles	64030	0	0	0	3,000	0
Boats	64200	10,412	2,800	0	4,415	0
Other Machinery & Equipment	64500	0	20,266	0	5,000	0
Total Expenses		137,580	244,973	0	76,165	29,500

Town of Fort Myers Beach
Annual Budget
40 - Capital
34 - Parking Meter Operations
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Machinery and Equipment	64000	24,663	0	0	0	0
All Terrain Vehicles	64030	24,997	11,200	3,000	3,000	3,000
Boats	64200	0	14,955	0	5,000	5,000
Other Machinery & Equipment	64500	24,663	0	23,068	25,125	25,125
Total Expenses		<u>74,323</u>	<u>26,155</u>	<u>26,068</u>	<u>33,125</u>	<u>33,125</u>

Town of Fort Myers Beach
Annual Budget
40 - Capital
36 - Mooring Operations
 From 10/01/2020 to 7/15/2021

		<u>FY 2019 Actual</u>	<u>FY 2020 Actual</u>	<u>Current Year Actual</u>	<u>Current Year Budget</u>	<u>FY 2022 Budget</u>
Expenses						
All Terrain Vehicles	64030	0	0	0	0	3,000
Boats	64200	0	8,000	0	0	4,415
Other Machinery & Equipment	64500	0	46,339	49,078	0	5,000
Total Expenses		0	54,339	49,078	0	12,415

Town of Fort Myers Beach
Annual Budget
40 - Capital
50 - Bay Oaks Recreation Center
 From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Capital Outlay	60000		9,685	0	0	2,000	2,000
Land	61000		0	0	0	10,000	10,000
Buildings	62000		0	0	500	6,200	6,200
Improvements to Buildings	62500		3,800	0	0	0	0
Fences	63250		0	0	0	9,250	9,250
Landscaping	63300		0	0	0	1,900	1,900
Lighting Systems	63330		4,157	0	0	15,250	15,250
Athletic Fields	63500		9,865	0	0	7,150	7,150
Building Improvements	63720		0	0	0	94,400	94,400
Machinery and Equipment	64000		0	0	0	5,000	5,000
Vehicles	64010		11,763	0	0	0	0
Trucks & Vans	64020		0	0	39,525	18,500	18,500
All Terrain Vehicles	64030		0	0	0	1,875	1,875
Golf Carts	64040		0	0	0	3,000	3,000
Other Machinery & Equipment	64500		77,960	18,078	7,903	35,630	35,630
Office Furniture & Equipment	64600		0	0	0	700	700
Total Expenses			117,230	18,078	47,928	210,855	210,855

Town of Fort Myers Beach
Annual Budget
40 - Capital
51 - Bay Oaks Pool
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Improvements to Buildings	62500	0	0	0	1,700	1,700
Fences	63250	0	0	0	3,000	3,000
Swimming Pools	63700	106,700	153,234	11,475	116,650	14,650
Building Improvements	63720	50,199	2,814	0	30,150	30,150
Machinery and Equipment	64000	0	0	0	25,300	25,300
Other Machinery & Equipment	64500	4,668	0	8,110	27,550	27,550
Office Furniture & Equipment	64600	0	0	0	6,200	6,200
Total Expenses		161,567	156,048	19,585	210,550	108,550

Town of Fort Myers Beach
Annual Budget
40 - Capital
70 - Mound House Capital
 From 10/01/2020 to 7/15/2021

			Current Year	Current Year	
			Actual	Budget	FY 2022 Budget
		FY 2019 Actual	FY 2020 Actual		
Expenses					
Open Spaces	63550	0	0	0	68,000
Building Improvements	63720	0	0	8,174	1,665
Boats	64200	0	2,307	0	0
Other Machinery & Equipment	64500	14,527	8,182	7,297	7,420
Office Furniture & Equipment	64600	0	0	0	555
Total Expenses		14,527	10,489	15,471	77,640
					9,640

Town of Fort Myers Beach
Annual Budget
40 - Capital
71 - Newton Park
 From 10/01/2020 to 7/15/2021

			Current Year	Current Year	
		FY 2019 Actual	FY 2020 Actual	Actual	Budget
Expenses					FY 2022 Budget
Lighting Systems	63330	0	0	0	500
Building Improvements	63720	0	0	56,800	57,800
Total Expenses		0	0	56,800	58,300
					1,500

Town of Fort Myers Beach
Annual Budget
41 - Community Enhancements
From 10/01/2020 to 7/15/2021

				Current Year	Current Year	
		FY 2019 Actual	FY 2020 Actual	Actual	Budget	FY 2022 Budget
Revenues						
Loan Proceeds - Finance	38400	0	0	50,001	3,500,000	0
Loan Proceeds - Times Square	38400	0	0	362,535	0	3,500,000
Loan Proceeds - Bayside Park	38400	0	0	162,586	0	550,000
Loan Proceeds - Bay Oaks	38400	0	0	132,968	0	479,960
Total Revenues		0	0	708,090	3,500,000	4,529,960

Town of Fort Myers Beach
Annual Budget
41 - Community Enhancements
32 - Times Square
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Licenses, Permits and Fees	54906	0	0	1,100	0	0
Infrastructure	63000	0	0	165,257	1,000,000	3,500,000
Athletic Fields	63500	0	23,500	0	0	0
Open Spaces	63550	0	0	2,181	0	0
Total Expenses		0	23,500	168,538	1,000,000	3,500,000

Town of Fort Myers Beach
Annual Budget
41 - Community Enhancements
37 - Bayside Park
 From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses						
Infrastructure	63000	0	0	441	0	0
Open Spaces	63550	0	0	79,287	500,000	550,000
Total Expenses		0	0	79,728	500,000	550,000

Town of Fort Myers Beach
Annual Budget
41 - Community Enhancements
50 - Bay Oaks Recreation Center
 From 10/01/2020 to 7/15/2021

		<u>FY 2019 Actual</u>	<u>FY 2020 Actual</u>	<u>Current Year Actual</u>	<u>Current Year Budget</u>	<u>FY 2022 Budget</u>
Expenses						
Buildings	62000	0	72,790	45,678	2,000,000	479,960
Open Spaces	63550	0	0	350	0	0
Total Expenses		<u>0</u>	<u>72,790</u>	<u>46,028</u>	<u>2,000,000</u>	<u>479,960</u>



Capital Improvement Plan Schedule



CAPITAL IMPROVEMENT PLAN

PROJECT DESCRIPTION		FUNDING SOURCE						
		2021	2022	2023	2024	2025	2026	5-YR TOTAL
Intersection Improvements								
<i>Old San Carlos / Estero</i>			Construct.					
	Impact Fees							\$ -
	Gas Taxes		\$ 5,600					\$ 5,600
	Grants - LAP		\$ 564,173					\$ 564,173
	General Revenue							\$ -
Stormwater Improvements		2021	2022	2023	2024	2025	2026	5-YR TOTAL
<i>Swale Reclamation</i>		Construct.	Construct.	Construct.	Construct.	Construct.	Construct.	
	Impact Fees							\$ -
	Gas Taxes							\$ -
	Grants							\$ -
	General Revenue							\$ -
	Stormwater Utility	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000
Multi-Purpose Infrastructure		2021	2022	2023	2024	2025	2026	5-YR TOTAL
<i>North Estero Phase II, Part I</i>		Construct.	Construct.					
	Impact Fees	\$ 372,337	\$910,300					\$ 910,300
	Gas Taxes							\$ -
	Grants							\$ -
	General Revenue							\$ -
	Water Utility		\$ 3,836,518					\$ 3,836,518
	Stormwater Utility		\$ 1,644,222					\$ 1,644,222
<i>Tier Streets</i>			Construct.	Construct.				
	Impact Fees							\$ -
	Gas Taxes							\$ -
	Grants							\$ -
	General Revenue							\$ -
	Water Utility		\$ 1,000,000	\$ 5,391,200				\$ 6,391,200
	Stormwater Utility		\$ 1,000,000	\$ 2,310,514				\$ 3,310,514
<i>Bayside Park</i>			Construct.					
	Impact Fees							\$ -
	Gas Taxes							\$ -
	Grants							\$ -
	General Revenue							\$ -
	Water Utility							\$ -
	Stormwater Utility							\$ -
	Bank Loan		\$550,000					\$ 550,000
<i>Bay Oaks Redevelopment</i>			Design	Construct.	Construct.			
	Impact Fees							\$ -
	Gas Taxes							\$ -
	Grants							\$ -
	General Revenue							\$ -
	Water Utility							\$ -
	Stormwater Utility							\$ -
	Bank Loan		\$479,960	\$1,500,000	\$3,500,000			\$ 5,479,960
<i>Times Square Redevelopment</i>		Design	Construct.					
	Impact Fees							\$ -
	Gas Taxes							\$ -
	Grants		\$1,000,000					\$ 1,000,000
	General Revenue		\$1,000,000					\$ 1,000,000
	Water Utility							\$ -
	Stormwater Utility							\$ -
	Bank Loan		\$3,500,000					\$ 3,500,000
<i>Mooring Field Expansion/Dinghy Dock</i>		Design	Construct.					
	Impact Fees							\$ -
	Gas Taxes							\$ -
	Grants							\$ -
	General Revenue	\$ 42,875	\$100,000					\$ 142,875
	Water Utility							\$ -
	Stormwater Utility							\$ -
	Bank Loan							\$ -



CAPITAL IMPROVEMENT PLAN

PROJECT DESCRIPTION		FUNDING SOURCE						
Lighting Improvements		2021	2022	2023	2024	2025	2026	5-YR TOTAL
Estero Boulevard Lighting		Design	Construct.					
	Impact Fees		\$ 100,000					\$ 100,000
	Gas Taxes							\$ -
	Grants							\$ -
	General Revenue	\$ 185,000						\$ 185,000
	Water Utility							\$ -
	Stormwater Utility							\$ -
	Bank Loan							\$ -
Bay Oaks Ball Field Lighting			Design					
	Impact Fees							\$ -
	Gas Taxes							\$ -
	Grants							\$ -
	General Revenue							\$ -
	Water Utility							\$ -
	Stormwater Utility							\$ -
	Bank Loan		\$ 25,000					\$ 25,000



Utilities



TOWN OF FORT MYERS BEACH
FY 2021-2022 Utility Funds Summary

STORM WATER OPERATIONS

Revenues - Informational

Storm Water Assessments	1,800,000
Interest Income	2,500

Total Revenues	1,802,500
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Revenues

Unrestricted Funds FY20	3,849,942
+ FY21 Savings	315,835
+ FY22 Revenue	1,802,500
Total	5,968,277

Expenses

FY22 Expenses	1,802,500
Capital R&R	0
Debt Service due in FY22	518,160
Total	2,320,660

Estimated net carryover for FY23 **3,647,617**

Proposed annual Debt Service beginning FY23 **3,287,428**

WATER UTILITY OPERATIONS

Revenues - Informational

Water Sales	5,410,000
Capital Reserve Fees	480,000
Administrative Charge	311,000
Miscellaneous	100,000
Fire Service Fee	81,000
Water Impact Fee	25,000
Plans Review Fee	2,500

Total Revenues	6,409,500
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Revenues

Unrestricted Funds FY20	2,399,086
+ FY21 Savings	207,861
+ FY22 Revenue	6,409,500
Total	9,016,447

Expenses

FY22 Expenses	4,550,010
Capital R&R	302,300
Debt Service due in FY22	1,557,154
Total	6,409,464

Estimated net carryover for FY23 **2,606,983**

Proposed annual Debt Service beginning FY23 **2,131,768**



TOWN OF FORT MYERS BEACH
SRF LOAN INFORMATION

Drinking Water		2019		2020		2021		2022		2023		2024	
		P1	P2	P1	P2	P1	P2	P1	P2	P1	P2	P1	P2
Loan Number	Loan Amount												
DW360800	\$15,727,988	491,270	491,270	491,270	491,270	491,270	491,270	491,270	491,270	491,270	491,270	491,270	491,270
DW360801	\$20,329,458	0	0	0	0	0	0	0	574,614	574,614	574,614	574,614	574,614
Total Payment Per Period		491,270	491,270	491,270	491,270	491,270	491,270	491,270	1,065,884	1,065,884	1,065,884	1,065,884	1,065,884
Total Annual Payments		982,540	982,540	982,540	982,540	982,540	982,540	1,557,154	2,131,768	2,131,768	2,131,768	2,131,768	2,131,768
Total DW Loan Amt		\$36,057,446											

Storm Water		2019		2020		2021		2022		2023		2024	
		P1	P2	P1	P2	P1	P2	P1	P2	P1	P2	P1	P2
Loan Number	Loan Amount												
SW360830	\$9,364,695	0	0	0	0	0	234,726	259,080	259,080	259,080	259,080	259,080	259,080
SW360860	\$16,204,800	0	0	0	0	0	0	0	0	318,750	318,750	318,750	318,750
Total Payment Per Period		0	0	0	0	0	234,726	259,080	259,080	577,830	577,830	577,830	577,830
Total Annual Payments		0	0	0	0	0	234,726	518,160	1,155,660	1,155,660	1,155,660	1,155,660	1,155,660
Total SW Loan Amt		\$25,569,495											

Total Annual SRF Loan Payments		982,540	982,540	1,217,266	2,075,314	3,287,428	3,287,428
Total DW & SW Loans		\$61,626,941					

Town of Fort Myers Beach
Annual Budget
21 - Storm Water
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Revenues							
Customer Responsibility Charges	32520		1,120,536	1,179,819	1,030,384	1,130,000	1,800,000
FEMA Reimbursement	33150		0	440,765	335,851	0	0
FDEP Grant	33436		500,000	500,000	0	0	0
Tables/Right of Way	34194		0	150	0	0	0
Customer Responsibility Charges	34335		0	(301)	645	0	0
Storm Water Fees	34350		0	0	542	0	0
Plans Review Fee	34492		7,098	7,400	1,100	0	0
Interest Income	36110		0	3,395	2,299	0	2,500
Miscellaneous	36900		0	110,702	173,449	0	0
Transfer from General Fund	38111		25,000	0	0	0	0
Transfer in frm Gas Tax	38121		425,000	112,500	0	0	0
Loan Proceeds	38400		0	3,582,688	1,035,700	0	0
Total Revenues			2,077,634	5,937,118	2,579,970	1,130,000	1,802,500

Town of Fort Myers Beach
Annual Budget
21 - Storm Water
80 - Storm Water Capital
 From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Retirement	52200		0	177	0	0	0
Other Services	53400		0	0	0	0	536,735
Utility Services	54300		125	0	0	0	0
Repairs and Maintenance Services	54600		356	288	467	0	0
Other Current Charges and Obligations	54900		0	250	250	0	0
Licenses, Permits and Fees	54906		0	275	29	0	0
Depreciation	55900		91,579	91,580	0	0	0
Storm Drain System	53400		(40)	0	1,643,096	0	0
Water Lines	63600		0	0	(4,635)	0	0
Machinery and Equipment	64000		(41,108)	0	0	3,000	0
Trailers	64060		(9,971)	0	0	0	0
Debt Principal	71000		0	0	339,414	0	0
Debt Interest	72000		0	0	36,553	0	0
Total Expenses			40,941	92,570	2,015,174	3,000	536,735

Town of Fort Myers Beach
Annual Budget
21 - Storm Water
81 - Storm Water Maintenance
 From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		0	33,804	39,148	41,600	43,700
Overtime	51400		0	1,415	3,784	0	0
Benefit Allowance	51700		0	0	0	835	900
FICA	52100		0	2,692	3,271	3,245	3,300
Retirement	52200		0	3,050	4,302	4,245	4,400
Life and Health	52300		0	7,665	10,115	13,040	9,100
Workers Compensation	52400		0	3,686	3,531	4,055	2,200
Other Post Employment Benefits	52600		0	3,748	0	0	0
Contracted Services	53401		0	0	5,992	0	0
Other Contractual Services	53402		0	4,949	0	0	0
Cell Phone & Electronic Devices	54102		0	1,964	655	1,000	1,000
GIS Services	54106		0	8,331	(506)	0	0
Utility Services	54300		0	234	0	0	0
Insurance	54500		0	2,455	1,988	0	0
Repairs and Maintenance Services	54600		0	126,023	13,659	100,000	250,000
Repairs & Maintenance Vehicles	54604		0	51	96	0	0
Repairs & Maintenance Infrastructure	54606		0	2,559	14,657	25,000	0
Repairs and Maintenance of Swales & Ditches	54609		0	60,189	184,212	125,000	0
Licenses, Permits and Fees	54906		0	0	177	180	75
Office Supplies	55100		0	26	0	0	0
Operating Supplies	55200		0	1,805	182	3,000	2,950
Uniforms	55201		0	770	0	250	0
Small Tools & Equipment	55204		0	0	170	0	0
Fuel	55206		0	0	1,020	0	0
Contingency	58100		0	0	0	429,980	429,980
Storm Drain System	53400		0	0	3,956	0	0
Machinery and Equipment	64000		41,108	0	0	0	0
Debt Principal	71000		0	0	0	375,570	518,160
Total Expenses			41,108	265,416	290,409	1,127,000	1,265,765

Town of Fort Myers Beach
Annual Budget
50 - Water Utility
From 10/01/2020 to 7/15/2021

		FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Revenues						
Plans Review Fee	32210	2,393	2,464	1,327	0	2,464
Water Impact Fees	32421	32,445	4,326	0	0	25,000
Administrative Charge	34130	269,602	293,038	113,987	0	311,000
Water Sales	34330	4,257,578	4,419,116	3,834,529	5,104,690	5,410,000
Customer Responsibility Charges	34335	48,003	21,249	82,264	0	0
Capital Reserves Fees	34336	401,384	432,696	307,286	453,120	480,000
New Account Service Charge	34343	17,916	20,556	21,461	0	0
Trip Charge	34344	421	13,897	9,563	0	0
Reconnection Fees	34345	8,368	6,930	6,078	0	0
Connection Fees Residents	34346	0	7,403	0	0	0
Fire Service Fee	34347	66,753	67,422	81,363	70,455	81,000
Late Fees	34360	8,728	6,120	2,048	0	0
Interest Income	36110	39,228	8,338	2,017	0	0
Miscellaneous	36900	47,442	13,726	0	0	100,000
Miscellaneous - Claims / Premium Reimb	36901	0	0	143	0	0
Other Misc. Revenue	36902	743	608	0	307,550	0
Returned Check Charge	36903	295	620	270	0	0
Loan Proceeds	38400	0	0	776,072	0	0
Total Revenues		5,201,299	5,318,509	5,238,408	5,935,815	6,409,464

Town of Fort Myers Beach
Annual Budget
50 - Water Utility
40 - Water Services
From 10/01/2020 to 7/15/2021

			FY 2019 Actual	FY 2020 Actual	Current Year Actual	Current Year Budget	FY 2022 Budget
Expenses							
Regular Wages	51200		359,289	375,961	308,275	353,600	334,900
Overtime	51400		7,721	5,150	4,047	7,000	7,000
Benefit Allowance	51700		0	0	0	7,215	6,700
FICA	52100		26,490	27,052	23,679	27,585	25,600
Retirement	52200		35,224	35,765	24,997	34,615	24,100
Life and Health	52300		95,896	123,556	69,191	108,715	91,600
Workers Compensation	52400		3,080	11,429	10,947	12,575	12,575
Other Post Employment Benefits	52600		10,193	6,404	0	0	0
Legal	53101		0	0	126	10,000	10,000
Professional Services	53108		0	123	180	0	0
Accounting and Auditing	53200		48,950	32,310	27,260	35,000	35,000
Other Services	53400		12,962	10,429	7,293	0	0
Contracted Services	53401		72,276	62,407	62,760	76,200	76,200
Contracted Labor	53402		0	0	2,320	0	0
Publication Advertisement	53408		0	99	0	0	0
Other Services - Administrative Charges	53410		179,468	245,875	206,065	240,000	240,000
Other Contractual Services	53420		0	31,597	0	0	0
Travel and Per Diem	54000		6	0	0	1,050	5,000
Communications Services	54100		1,898	2,166	2,216	4,000	4,000
Telephone Service	54101		364	260	736	0	0
Cell Phone & Electronic Devices	54102		5,428	6,353	4,362	1,320	1,320
Web Service	54103		40	150	10	0	0
Internet Service	54104		3,906	4,334	2,935	4,200	4,200
Information Technology Services	54105		0	0	1,200	0	0
GIS Services	54106		0	8,331	(506)	0	0
Freight and Postage Services	54200		30	33	27	0	0
Utility Services	54300		3,882	4,031	3,193	5,200	5,200
Electricity	54301		41,038	40,564	34,028	46,000	47,000
Waste	54302		0	0	598	0	0
Insurance	54500		119,529	65,951	60,917	69,585	69,585
Repairs & Maintenance Services	54600		167,749	149,488	140,745	153,000	155,500
Repairs & Maintenance Landscape Etc	54602		268	95	0	0	0
Repairs & Maintenance Equipment	54603		1,410	0	0	0	0
Repairs & Maintenance Vehicles	54604		1,746	966	1,163	1,500	0
Repairs & Maintenance Facilities	54605		234	14,953	95	0	0
Road Maintenance	54608		0	3,886	0	0	0
Repair & Maintenance of Water Ways	54615		22	0	0	0	0
Promotional Activities	54800		0	425	(38)	0	0
Other Current Charges and Obligations	54900		2,854	560	495	675	800
Bank Charges	54901		65,809	58,975	46,162	40,000	40,000
Licenses, Permits and Fees	54906		1,090	0	480	1,200	0
Merchant Credit Card Fees	54916		163	0	0	0	0
Office Supplies	55100		525	464	16	500	0
Operating Supplies	55200		17,116	29,149	17,570	39,000	43,660
Uniforms	55201		457	1,148	609	800	0
Drinking Water	55203		0	85	21	0	0
Small Tools & Equipment	55204		2,043	0	1,571	1,250	0
Fuel	55206		4,502	4,954	3,113	6,000	6,000
Bulk Water for Resale	55230		1,761,527	1,649,219	1,414,115	2,100,000	2,100,000
Books, Publications, Subscriptions and Memberships	55400		75	48	557	160	0
Training	55500		120	472	77	0	0

Town of Fort Myers Beach
Annual Budget
50 - Water Utility
40 - Water Services
 From 10/01/2020 to 7/15/2021

		<u>FY 2019 Actual</u>	<u>FY 2020 Actual</u>	<u>Current Year Actual</u>	<u>Current Year Budget</u>	<u>FY 2022 Budget</u>
Expenses						
Depreciation	55900	408,225	410,269	0	410,000	410,000
Contingency	58100	0	0	0	673,030	794,070
Capital Outlay	60000	3,514	0	0	0	0
Water Lines	63600	0	0	570,285	0	0
Other Heavy Equipment	64400	46,995	0	0	0	0
Other Machinery & Equipment	64500	755	0	0	0	0
Debt Principal	71000	0	0	671,270	1,162,540	1,557,154
Debt Interest	72000	93,027	193,169	4,887	0	0
Total Expenses		<u>3,607,896</u>	<u>3,618,655</u>	<u>3,730,049</u>	<u>5,633,515</u>	<u>6,107,164</u>

Town of Fort Myers Beach
Annual Budget
50 - Water Utility
41 - Water Cap Project & SRF
 From 10/01/2020 to 7/15/2021

			Current Year	Current Year	
			Actual	Budget	
		FY 2019 Actual	FY 2020 Actual		FY 2022 Budget
Expenses					
Freight and Postage Services	54200	0	30	0	0
Other Current Charges and Obligations	54900	0	250	0	0
Licenses, Permits and Fees	54906	0	75	0	0
Infrastructure	63000	0	0	0	0
Water Lines	63600	0	0	3,070,473	200,000
Machinery and Equipment	64000	0	0	0	8,490
Trucks & Vans	64020	0	0	0	5,000
Golf Carts	64040	0	0	0	1,600
Other Heavy Equipment	64400	0	0	0	72,565
Other Machinery & Equipment	64500	0	0	365	14,645
Debt Principal	71000	0	0	420,024	0
Debt Interest	72000	0	0	71,246	0
Total Expenses		0	355	3,562,108	302,300



Town Wide Fee Schedules



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TOWN WIDE FEE SCHEDULE

	CURRENT FEE	PROPOSED FEE	NOTES
ADMINISTRATIVE ACTIONS			
Administrative COP	1000		
Administrative Setback Variance	750		
Wireless Communication Facility	1500		
Single-Family Minimum Use Determinations (MUD)	350		
Appeal	100		
Accessory Apartment Determination (AAD)	350		
Base Flood Elevation Determination Letter (FED) BFE	250		
DEP Setback Letter (DEP) (setbacks only - all other inquiries are ZVL or AI)	50		
Zoning Verification Letter (ZVL)	250		
Residential Zoning Requests	\$25 for first 15 minutes of staff time;		
	\$10 for each additional 15 minute increments of staff time		
Administrative Interpretation (ADI)	\$250 + \$100 for each additional issue/question		
Joint-use parking lot approvals	300		
Certificate of Use - Commercial	100		
Temporary Use Permit	100		
Home Occupation Certificate	25		
Sign Permit - Up to 2 signs & additional review after 2 charged at applicable review fees	\$100 + building permit fees as applicable + \$25.00 each additional		
Temporary Sign Permit (i.e. business opening signs)	50		
Garage Sale Permit	10		
Administrative Relief	500		
Pre-Application meetings (1st one No Charge)	\$250 + hourly costs for time over 1hr		
All Grant processing fees	500		
PD Administrative Amendment	1500		
Development Agreement-Original Agreement	5000		
Advertising Costs - Additional	at cost + 10%		
Development Agreement-Amendment	2500		
Advertising Costs - Additional	at cost + 10%		
CODE ENFORCEMENT			
Initial Inspection, Re-Inspection, Pre-Magistrate and Compliance per ½ hour	50		
Mail fees	Actual Postage Cost		
Recording Fees	24		
Code Enforcement Citation Fee	Not to exceed \$500		
Code Enforcement Irreparable/Irreversible Citation Fee	Not to exceed \$5000		
Administrative Support 1 Hour	30		
Fire Department Enforcement Fee	TBD		***Update Information
Lien Search Fee	35		
Simplifile Fee	Actual Cost to file electronically		
DEVELOPMENT ORDERS			
LIMITED DEVELOPMENT ORDERS			
Type 1a: Cumulative addition or enlargement of an existing impervious area.	Type 1a. \$500/Type 1b. \$350		
Reseal or Restripe	200		
Type 2: Any out-of-door recreational facilities, provided the total cumulative additional impervious area does not exceed 8,000 sq. ft.	350		
Type 3: Any one-time subdivision of land into 4 or less lots where zoning district regulations permit such subdivision. / Condo creation	\$350 residential splits/\$500 commercial splits		
Type 4: Any single building accessory improvements thereto on a single non conforming lot as defined in LDC Section 34-3271(b).	500		
Type 5: Any improvements for public water access purposes in town-owned or town-maintained rights-of-way.	350		



TOWN WIDE FEE SCHEDULE

	CURRENT FEE	PROPOSED FEE	NOTES
DEVELOPMENT ORDERS (Continued)			
Type 6: Any development for fenced or screened outdoor storage as defined in Ch. 34.	350		
Type 7: The installation of new utility lines in existing right-of-ways.	1100		
Type 8: Any other improvement to land determined by the director to have insignificant impacts on public facilities.	1100		
LDO Amendment	50		
Resubmittal	100		
MOORING FIELD (plus all applicable taxes)			
Daily Rate	18		
Weekly Rate	103		
Monthly Rate	312		
Mooring Field Pump Out Paid Rented Mooring	1 pump free/24 hr		
Mooring Field Pump Out Non Mooring Field Rental per Pump Out	5		
DOCKWA Credit Card Processing Fee 3.5%	3.50%		
Merchandise	Price as Marked		
PARKING FEES			
Annual Rate - Resident i.e. Estero Island Property Owner	25		
Mooring Field Parking Permit plus any applicable fees	\$25/length of contract		
Business Owner - Annual	50		
Parking bags per bag	6		
Parking Spot Per Hour (incl. Special Event)	3		
Parking Decal Lost/Stolen/Replacement	5		
Right of Way (ROW) per Resolution 18-20	\$100/spot 1st Calendar Yr; \$50/spot per Calendar Yr if paid by Nov. 30th		
PARKS AND RECREATION ORDINANCE 97-5			
Parks and Recreation Ordinance 97-5 Violations	Up to \$500		
PUBLIC HEARING			
Rezoning (conventional)	\$5800 + \$250/Ac over 1 Acre		
Special Exception	\$3800/\$3300 for amendment		
Variance (residential)	1800		
Additional Variance	500		
Variance (non-residential)	2800		
Additional Variance	700		
Application for land development code text amendment*	2800		
Per Added section	if actual charge		
Comprehensive Plan FLUM amendment*	5800		
Per Added acre	if actual charge		
Per Additional acre	1000		
Comprehensive Plan text amendment*	5800		
Per Added policy	if actual charge		
COMPREHENSIVE PLAN SMALL SCALE AMENDMENT			
Placement of Fill	1000		
With drainage plan	700		
Adjacent property owner notifications >50	Cost + 10%		
Administrative / Advertising Fee	Cost + 10%		
Vacations (ROW and/or Plat)	1000		
PD Amendment Minor (<1 acre total property area, Public Hearing)	2000		
MCP Extension / Application (w/o rezoning)	3000		
PD Reinstatement	4000		
*Outside consultant fees associated with any application will be passed through to the applicant at 103% of rate billed to the Town by consultant			
Hearings and Appeals going to Council	1000		
PD Base Fee (up to one acre)	\$8000 + \$1000/additional acre		
PD Amendment	6500		
Deviations (residential)	1-5: \$1800/6+: additional \$150/ea		



TOWN WIDE FEE SCHEDULE

	CURRENT FEE	PROPOSED FEE	NOTES
PUBLIC HEARING (Continued)			
Deviations (non-residential)	Outside consultant fees associated <u>and</u> <u>required for any application</u> will be passed through to the applicant at a rate determined by the Town Manager and billed to the Town by consultant		
Continuance (case scheduled and advertised)	500		
Deferrals	\$250 after advert./NC before		
Withdrawal	\$250 after advert./NC before		
Appeal to LPA	150		
PUBLIC WORKS			
Labor/Maintance Cost (Grass cutting, lawn maintenance, special event tasks, etc.)	Actual Cost + \$35/ea		
Inspections/Review/Re-Inspection(s)	\$50		
Memorial Benches	\$565 (includes intallation) / must pay inscription cost @ \$4/letter	\$575 (includes intallation) / must pay inscription cost @ \$4/letter	
REGISTRATIONS AND YEARLY RENEWALS			
Displays, Rentals and Permits	150		
Contractor Registration / yearly renewal	25		
Driveway re-inspection	25		
REVIEW FEES			
Zoning Review	100		
Floodplain Review	\$100; \$50 ea submittal after 2nd or \$25 tradees, valuation & scope review		
LOMR/LOMA Review	500		
Environmental Review	100		
Re-inspection Fee	50		
FMB Review Fee	25		
Public Works Review Fee	\$70 + cost of subconsultant services		
FMB Review -Resubmittal	\$50 ea submittal after the 2nd resubmittal		
Parking Lot Permit	Per Code		
Parking Lot Yearly Inspection Fee	50		
RIGHT OF WAY PERMIT			
Right of Way Permit	50		
Business Extension/Sidewalk Café Policy per Resolution 18-46	12.50/Sq Ft		
Daily Rental of Bay Side Park (non business extension)	150		
Times Square Event Rentals	To Be Approved By Council Per Event		
SPECIAL EVENTS			
Regular Special Event Permit	50		
Late Fees < 30 days Regular / <45 days Council for a COMPLETED app	50		
Special Event Permits going before Town Council	100		
Recurring	\$100 1st Day + \$1/ea additional day		
Events With More Than 10 Days	Additional 10% per day		
STORMWATER REVIEW FEES			
Stormwater Ordinance 15-08	Per Ordinance		
Administrative Fee	Per Ordinance		
Stormwater Review, Inspection and Re-Inspection	50		
NPDES Annual Inspection	100		

TOWN WIDE FEE SCHEDULE

	CURRENT FEE	PROPOSED FEE	NOTES
STREET PERFORMERS			
Street Performers Permit Application	75		
Street Performers Background Check	75		
Street Performers Received after September 30th-Permit Application	150		
Street Performers Received after September 30th-Background Check	150		
TOWN CLERK			
Miscellaneous Duplications (8.5x11, 8.4x14, 11x17) -single side	0.15/pg		
Miscellaneous Duplications (8.5x11, 8.4x14, 11x17) -dbl side	0.20/pg		
Certification of document & duplication audio	1.00/DVD		No advisory committee meetings
Extensive services beyond 30 minutes	Hourly Rate		
Code of Ordinances/Land Development Code	Online		May be purchased from Municode directly
Comprehensive Plan	Cost + 5% as limited by statute		
TOWN HALL RENTAL			
Town Hall Meeting Room Rental - No Audio/Visual	\$30/hr per staff/security		
Town Hall Meeting Room Rental - Audio/Visual per hour	150		
Town Hall Meeting Room Rental - Public Works Set Up/Clean Up Fee per day	150		
WATER			
Per Rate Study	Resolution 17-33 Adopted 10-16-17		
Meters Purchase & Meters Testing	Actual Cost + 10% Administrative Fee		
Utility Review Fee	\$115 + Cost of Subconsultant Services		
OTHER			
Personal Watercraft Vendor License (PWVL)- Administration, License, Enforcement	170		
Parasailing Vendor License (PLV) - Administration, License, Enforcement	170		
PWVL/PAL License Late Fee (After October 1)	25		
Violation of PWVL/PAL License: 1st Violation	150		
Violation of PWVL/PAL License: 2nd and 3rd Violation	300		
Beach Raking Permit	\$25/Property		
Vehicle on the Beach Permit	\$100/Vehicle		
Beach Furniture Vendor License 1st Year	250		
Beach Furniture Vendor License Renewal	100		
Beach Furniture Vendor License Late Fee (After October 1)	25		



TOWN WIDE FEE SCHEDULE

	WITHIN 3 DAYS	4-10 DAYS	AFTER 10 DAYS	NOTES
PARKING FINES				
Meter Violation	35	50	70	
Prohibited Violations	50	60	75	
Handicap	200	225	250	
Immobilization Fee (officer \$20.00, Kubota \$15.00, boot \$10.00)	45			
Littering	50	250	500	
Towing Right to Provide Services permit	30			
Passport Fees	Actual cost paid by Customer			



**PARKS & RECREATION DEPARTMENT FEE SCHEDULES
BAY OAKS RECREATION CENTER**

	CURRENT FEE	PROPOSED FEE	NOTES
BAY OAKS RECREATION CAMPUS MEMBERSHIPS			
Annual Membership - Individual	45		
Seasonal Membership - Individual	30		
Weekly Membership - Individual	15		
Weekly Membership - Family	30		
Monthly Membership - Individual	20		
Monthly Membership - Family	40		
Adult Day Pass - Non-Resident (13+ Years)	5		
Child Day Pass - Non-Resident (12 & under)	3		
Annual Membership - Family	85		
Seasonal Membership - Family	55		
Town of Fort Myers Beach Employee Membership	50% Posted Cost		
Corporate Membership - Non-Refundable Annual Administrative Fee	\$50/Plan		
Corporate Annual Membership Plan 1 (1-10 Participants)	\$32/Participant		
Corporate Annual Membership Plan 2 (11-50 Participants)	\$28/Participant		
Corporate Annual Membership Plan 3 (50+ Participants)	\$21/Participant		
BAY OAKS RECREATION CAMPUS FACILITY RENTAL			
Grounds (Dawn-2pm or 2pm-Dusk) (Grounds defined as passive areas not identified elsewhere within the Fee Schedule)	500		
<i>**Building rental may not conflict with After School or Camp Programs</i>			
EXCLUSIVE USE OF THE RECREATION CENTER - CLOSED TO THE PUBLIC WITHIN NORMAL OPERATING HOURS			
Building - Per Hour Cost - 2 Hour Minimum	200		
Building - Per 8 Hour Increment During Normal Business Operations	750		
Gym - 1/2 floor - Per Hour during Normal Business Hours	120		
Gym - full floor - (Within normally operating hours) - Per Hour Cost 2 hour Minimum	150		
Reserved Picnic Table 2 per Hour	10		
Kitchen (Contingent with additional rental)	\$100 - Any food permit required is renter's responsibility		
Weight Room - Per Hour Cost - Exclusive Use (must pay for Equipment Inspection \$140.00)	\$100/Hr		
Banner fee (Annually - Banner can not be larger than 8' x 3')	160		
Tennis Court - 2 hour Minimum per court	30		
Outdoor Basketball Court- 2 hour Minimum per court	30		
Rod Vayo Field or Wade Jenkins Field - 2 hour minimum	50		
Rod Vayo Field - per day	250		
Rod Vayo Field or Wade Jenkins Field - lined/screen	25		
Wade Jenkins Field - per day	150		
Batting Cage Per 2 Hour Rental	30		
After 6 PM Lights Cost Per Hour	35		
Concession Stand Per Hour/Per Room (Contingent With Additional Rental)	100		
Concession Stand Office	Not for Rent		
Bay Oaks Facility Storage Areas Per Month, Per Room (Contingent with Additional Rental)	100		
Disc Golf - per day	100		
Stage - Bay Oaks Per Room, Contingent with Additional Rental Cannot be Rented Independently	150		
Chairs - Inside use only - all chairs (100) - per day Plus \$25.00 Non refundable Deposit	50		
Tables - Inside use only - per day plus \$25.00 Non Refundable Deposit	2		
Meeting Room - 2 hour rental	10		
Bay Oaks equipment, i.e. popcorn machine, screens, tents etc./Teen Room	Not for Rent		
Bay Oaks & Pool Store Items and Beverages & Snacks	Priced as Marked		



**PARKS & RECREATION DEPARTMENT FEE SCHEDULES
BAY OAKS RECREATION CENTER**

	CURRENT FEE	PROPOSED FEE	NOTES
BAY OAKS RECREATION CAMPUS PROGRAMS			
Sport Camps (3- 10 days) Football, Basketball, Baseball & Contractual - Member	10		
Youth Sports - Soccer/Little League	No Charge		
Youth - Club Rec - during school year - per semester - Members (10% Discount for 3+ purchases)	135	\$100 Resident/\$135 Non-Resident per semester	
Youth - Summer Camp - Per Week - Members (10% discount for 3+ weeks purchases) \$20 discount if paid in full)	100	\$75 Resident/\$100 Non-Resident per week	
Youth - Fun Days - per day	20	\$15 Resident/\$10 Non-Resident per day	
Late Pickup from Programs (after 6:01 pm)	\$5 initalled and per 15 minute increments (accumulative per household		
Teens/Tweens - Trips & Outings	100% of recovery + \$4		
Adult Sports Teams, Leagues and Tournaments			
Pickle ball or Volleyball	\$3/session or \$5/day pass	\$3/session Members or \$5/day pass. No day pass for non members	
Seniors - Potluck Dinner	No Charge		
Seniors - Trips, Outings, Events , Theater	100% of recovery + \$4	20% discounted ticket price for Residents/100% of recovery for Non-Residents	
Seniors - Kayaking	35	\$5 Residents/\$10 Non-Residents	
Seniors - Biking	20	\$5 for both Residents and Non-Residents	
Seniors Out To Lunch Bunch	5	\$5 for both Residents and Non-Residents	
Athletic Contractual Programs - Fees vary-set by instructor and staff	70/30 split		
BORC Special Events and Fundraisers	100% cost of recovery		



**PARKS & RECREATION DEPARTMENT FEE SCHEDULES
BAY OAKS POOL**

	RESIDENT RATE	NON-RESIDENT	PROPOSED FEE	NOTES
POOL DAILY FEES				
No child under 13 years of age admitted without an adult				
Adult (13+ years old)	4	7		
Child (13 months - 12 years old)	2	5		
Infant (<12 months)	Free	Free		
Senior	No Senior Rate	No Senior Rate		
POOL MEMBERSHIPS				
Annual - Individual	60	75		
Annual - Family	125	150		
Monthly - Individual	40	55		
Monthly - Family	75	85		
Weekly - Individual	15	20		
Weekly - Family	25	40		
Open lap swimming Monday, Wednesdays, Fridays 9am-10am and Sundays 10am-12pm	\$3/day	\$4/day		
Corporate Membership Non-Refundable Annual Administrative Fee	\$50/Corporate Plan			
Corporate Annual Membership Plan 1 (1-10 participants)	\$32/Participant			
Corporate Annual Membership Plan 2 (11-50 participants)	\$28/Participant			
Corporate Annual Membership Plan 3 (50+ participants)	\$21/Participant			
POOL CLASSES				
Pool Contractual Programs - Fees vary-set by instructor and staff	70/30 Split			
Pool Swimming Lessons	100% cost of recovery			
Community CPR/AED/First Aid; CPR/Lifeguarding/AED for Professional Rescuer/Water & Land Spinal; Professional Rescuer CPR/AED & First Aid	\$65-\$120 Initial \$5 and per 15 minute increment (accumulative) per household			
Late Pickup from Programs				
POOL RENTAL				
	NON-PROFIT USAGE	FOR-PROFIT USAGE		
Funbrella Rental - 2 hours - with table and 8 chairs	20	40		
Pool Facility - 2 hours - up to 200 people no obstacle course Non-Profit	250			
Pool Facility - 2 hours - up to 200 people includes obstacle course For-Profit	350	700		
Ultimate Birthday Bash includes obstacle course	\$100 + \$5 per adult & \$3 per child			
Birthday Bash	\$45 + \$5 per adult & \$3 per child			
Pool Party Fun	\$20 + general admission - 4 hour rental			

	STUDENT - 13+ & ADULTS W/ COLLEGE ID					NOTES
	MH MEMBER	ADULT NON-MEMBER	ID	CHILDREN 6-12	CHILDREN 5 & UNDER	
MUSEUM ADMISSION						
General Admission	Free	10	8	5	Free	
General Admission FMB Resident	Free	5	4	2.50	Free	
Free admission for retired or active military and their families on Veteran's Day	Free	Free	Free	Free	Free	
Free admission for Teachers, Mound House Members	Free	Free	Free	Free	Free	
Guided Museum Tours, Group Tours	Free	\$5 + Museum Admission	\$5 + Museum Admission	\$5 + Museum Admission	Free	
Summertime Family Rates (June - August)	TBD	TBD	TBD	TBD	Free	
GROUP RATES						
Group Tours Non Refundable Deposit if cancelled within 3 business days of the tour	50	50	N/A	N/A	Free	
STUDENT TOURS						
Students for each activity	\$2/Child + material fee if applicable	\$2/Child + material fee if applicable	\$2/Child + material fee if applicable	\$2/Child + material fee if applicable	Free	
For every 10 children 1 free adult admission	Free	4	N/A	N/A	N/A	
Extra Adults with Student groups	2	2	2	2	Free	
Program Fee for additional activities	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost	
Material Fees						
KAYAK TOURS						
Kayak Tours Non Refundable Deposit if cancelled within 2 business days of the event Per Person	10	20	20	20	N/A	
Daytime Kayak Eco Tour includes museum admission	15	45	45	N/A	N/A	
Family Fun Kayak Tours	10	25	15	15	N/A	
Sunset Kayak Tour	25	50	50	N/A	N/A	
SPECIALTY TOURS/EVENTS						
Specialty Tours - As Determined	Free	\$5 + Museum Admission	\$5 + Museum Admission	\$5 + Museum Admission	N/A	
Mound House After Hours Specialty Events	20	TBD				
Boat Tours Mound Key	15	25				
Boat Tours - Pure Florida Boat Tours	150-200	20				
Multi Day Program (Joyful Living Retreat)		150-200				
MOUND HOUSE FACILITY RENTAL						
Wedding Ceremony Only (after hours not to exceed 200 people)	\$200 Base Rate	\$250 Base Rate	N/A			
Ceremony with Reception (after normal business hours) not to exceed 200 people Event up to 4 hours	\$800 Base Rate	\$1000 Base Rate	N/A			
Orientation Room-Main Museum	\$45 for 1st Hr/\$20 additional Hr	\$55 for 1st Hr/\$30 additional Hr	\$50 for 1st Hr/\$20 additional Hr			
After Hours Rental (after 5:30 pm or anytime Sunday per hour)	100	100	100			
Grounds (Observation Pier, Special Event Area, Back Patio/ Porch area)	\$150 Base Rate	\$200 Base Rate	\$150 Base Rate			

MOUND HOUSE MEMBERSHIP		MH MEMBER/FMB RESIDENTS	NON-MEMBERS	NON-PROFIT/EDUC ORGANIZATIONS	NOTES
Individual		35			
Dual		50			
Family		50			
Extended Family		100			
Contributor		200			
Patron		500			
Benefactor		1000			
Corporate		2500			
Museum Store Items		Priced as Marked			
Gift Certificates		Priced as Marked			
Mound House Staff Speakers Fee		100			
Friends of the Mound House Membership		\$10 extra per MH Membership			

NEWTON BEACH PARK RENTALS (parking not included unless otherwise noted)	TOWN OF FMB RESIDENT			FOR-PROFIT or INDIVIDUAL		NON-PROFIT or EDUC ORGANIZATION	
Seven Seas Historic Cottage	\$40 for 1st Hr/\$20 additional Hr	\$55 for 1st Hr/\$35 additional Hr	\$45 for 1st Hr/\$20 additional Hr				
Extra staff site visits/ planning sessions Per Visit	20	20	20				
Outside patio/Lania only Per Hour	20	30	25				
Lania only - Additional per hour	10	20	15				
Large 5 table - Chickee Hut only - up to 2 hours Parking Not Included	20	25	25				
2 table - Chickee Hut - up to 2 hours Parking Not Included	10	20	15				
3 Small round shade structures gulf side - up to 2 hours Parking Not Included	10	20	15				
Newton Park - exclusive use of entire facility, including 10 parking spaces - up to 8 hours/restrooms are open to public	1000	1200	100				
Newton Park - exclusive use of entire facility, including 10 parking spaces- half day option- no to exceed 4 hours/restrooms are open to public	650	700	650				
After Sunset Fee (applies if rental extends past 8 PM not to exceed past 10pm) - no exterior rentals or lighting allowed during turtle nesting season. May through October	\$150/Hr	\$150/Hr	\$150/Hr				
Short Term Instructors	\$40/Hr;						
	\$30/additional Hr or as stated in contract						
EDUCATIONAL PROGRAMS							
Beachwalk, Coastal Ecology and Conservation Café	Free						
General Educational Programming	\$5-\$15 TBD						



Building Permit Fee Schedule



BUILDING PERMIT FEE SCHEDULE

REF #	PERMIT	CURRENT FEE	PROPOSED FEE	NOTES
	FIRE REVIEW OR FIRE INSPECTION FEE NOT INCLUDED AND WILL BE CHARGED SEPERATELY BY THE FIRE DEPARTMENT *** IMPACT FEES NOT INCLUDED *** *** SOLID WASTE AND DCA/DBPR FEES NOT INCLUDED*** 1/3 OF THE BUILDING PERMIT FEE WILL BE REFUNDED IF THE PERMIT IS NOT ISSUED WITHIN 3 WEEKS OF RECEIPT OF COMPLETED APPLICATION AND ALL ADDITIONAL INFORMATION REQUESTED BY REVIEWERS.			
	<i>COM – Commercial New Construction, Additions, Alterations, Modular,</i> 1 Foundation Includes: Application Processing Fee Commercial Building Plan Review & Inspection Commercial Environmental Review Commercial Flood Review Commercial Stormwater Review Commercial Zoning Review Plumbing Review, Sub-Contractor Permit, & Plumbing Inspection Electrical Review, Sub-Contractor Permit, & Electrical Inspection(s) Mechanical Review, Sub-Contractor Permit, & Mechanical Inspection	.65 per sq. ft. + 35% of building permit for application and all review fees. EX. 5,000 sq. ft. project = \$4,387.50		
	2 COM – Concrete Restoration Includes: Application Processing Fee Commercial Plan Review Threshold Engineer Report Review Inspection	450		
	3 COM - Roof/ReRoof/Roofover Includes: Application Processing Fee Building Review Flood Review Inspection	425		
	4 CONDO - Condo Residential Unit Remodel/Interior Flat Fee Includes: Application Processing Fee Building Review and Inspection Flood Review Electrical Review and Electrical Inspection Mechanical Review and Mechanical Inspection Plumbing Review and Plumbing Inspection	Flat Fee of \$775 for All Condo Remodel Projects		
	5 CONDO - Carport/Garage Flat Fee Includes: Application Processing Fee Building Review and Inspection Stormwater Review Zoning Review Electrical Review and Inspection	600		
	6 DEMO - Commercial and Residential Includes: Application Processing Fee Building Plan Review Environmental Review Inspection	400		



BUILDING PERMIT FEE SCHEDULE

REF #	PERMIT	CURRENT FEE	PROPOSED FEE	NOTES
7	DRV - All Driveways Includes: Application Processing Fee Environmental Review Flood Review Stormwater Review Zoning Review Inspection	525		
8	DSH - Dock, Walkway, Pier Platform, Boat Lift, Hoist, Davit Repair, Rip Rap, Seawall, Dredging, Piling, Boat Ramp Includes: Application Processing Fee Environmental Review Zoning Review Inspection	325		
9	DSH - Boathouse and Dock Permit (New Dock/New Boathouse) Includes: Building Review and Inspection Electrical Review and Inspection	600		
10	DSH - Boathouse, New or Repair (New Boathouse, Existing Dock) Includes: Application Processing Fee Building Review and Inspection Environmental Review Zoning Review Electrical Review and Inspection	400		
11	FEN - Fence (All Fences, Pool Barriers, Retaining/Garden Wall) Includes: Application Processing Fee Building Plan Review and Inspection Environmental Review Flood Review	400		
12	POL - Pools (Above Ground, Below Ground, Spas) Includes: Application Processing Fee Building Review and Inspection Environmental Review Flood Review Stormwater Review Zoning Review	700		
13	RES - Interior Remodel (up to 50% of Structure Value) Includes: Application Processing Fee Building Review and Inspection Flood Review Electrical Review and Inspection Mechanical Review and Inspection Plumbing Review and Inspection	675		
14	Carport, Stand Alone Garage *** IMPACT FEES NOT INCLUDED *** Includes: Application Processing Fee Building Plan Review and Inspection Environmental Review Flood Review Stormwater Review Zoning Review Electrical Review and Electrical Inspection Mechanical Review and Mechanical Inspection Plumbing Review and Plumbing Inspection Roof Sewer Connection	Up to 1500 sqft = \$1550 1501-2500 sqft = \$2150 2501-3500 sqft = \$2750 3501-4500 sqft = \$3350 4501-5500 sqft = \$3950 5501-6500 sqft = \$4550 6501+ sqft = Commercial Calculation		



BUILDING PERMIT FEE SCHEDULE

REF #	PERMIT	CURRENT FEE	PROPOSED FEE	NOTES
15	RES - Roof, Reroof, Roofover, Insulated Pan Roof Application Processing Fee Flood Review Inspection	250		
16	STRUC - Commercial or Residential Sheds, Decks, Screen Enclosure/Pool Enclosure, Dumpster Enclosure, Radio/TV Antenna, Freestanding Signs, Mobile Home/RV Setup Includes: Application Processing Fee Building Review and Inspection Environmental Review Flood Review Stormwater Review Zoning Review	525		
17	STRUC - Structure Move Includes: Application Processing Fee Building Review and Inspection Environmental Review Flood Review Stormwater Review Zoning Review Electrical Review and Inspection Mechanical Review and Inspection Plumbing Review and Inspection	750		
18	TRADES - Over the Counter Electrical, Mechanical, Plumbing, Solar, Other Misc. (Flatwork, Interior Piping, Dumpster, Gas, Pavers, Fence Repair) Building Permits Not Stated. Includes: Application Processing Fee Any Necessary Reviews	175		
19	WIN - Windows (Commercial, Condos, Residential) up to 5 Windows, including Sliding Glass Doors Includes: Application Processing Fee Building Review and Inspection Flood Review	325		
20	WIN - Windows (Commercial, Condos, Residential) over 5 Windows, including Sliding Glass Doors Includes: Application Processing Fee Building Review and Inspection Flood Review	# Windows x \$25/ea		
MISCELLANEOUS FEES				
21	MISC - 1st Work Without Permit	3x Building Permit Fee		
22	MISC - 2nd Work Without Permit	5x Building Permit Fee		
23	MISC - Change of Contractor	50		
24	MISC - Building Code Administrators and Inspectors Surcharge (Pursuant to Florida Statute)	1.5% of Building Permit Fee or \$2 Minimum		
25	MISC - Department of Business and Professional Regulation Surcharge (Pursuant to Florida Statute)	1% of Permit Fee or \$2 Minimum		
26	MISC - Inspection/Partial Pass (additional inspection requested by contractor)	50		
27	MISC - Inspection/Re-inspection After Failed Inspection	50		
28	MISC - Inspection/Lock-Out (Inspector did not have access to construction site and has to reschedule inspection)	50		
29	MISC - Permit Extension 1st 3 Months	100		
30	MISC - Permit Extension 2nd 3 Months	150		
31	MISC - Plan Revision (after issuance of permit)	50		
32	MISC - Recording Services	Actual Cost		
33	MISC - Reissuance of Expired Permit: Commercial (not including Code Enforcement fees)	500		



BUILDING PERMIT FEE SCHEDULE

REF #	PERMIT	CURRENT FEE	PROPOSED FEE	NOTES
MISCELLANEOUS FEES (Continued)				
	MISC - Reissuance of Expired Permit: Residential (not including Code Enforcement Fees)	250		
34	MISC - Reissuance of Expired Permit: Trade (not including Code Enforcement Fee)	100		
35	MISC - Resubmittal Fee after 1st resubmittal (if our reviewers request more information and the information provided by the permit holder does not fulfill request)	\$50/Resubmittal		
36	MISC - Generator Installation Permit	450		
37	MISC - Temporary CO	175		
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1. Requested Motion:

Meeting Date: September 9, 2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AUTHORIZING TOWN STAFF TO SUBMIT A FUNDING REQUEST TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE ESTERO ISLAND SHORE PROTECTION PROJECT; SEEK ADDITIONAL GRANT FUNDING FROM THE TOURIST DEVELOPMENT COUNCIL; AND AUTHORIZING LOCAL MATCHING FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The Resolution is required by FDEP to show commitment of the Local Sponsor, The Town of Fort Myers Beach, to the Estero Island Shore Protection Project

What the action accomplishes:

Fulfills requirement for the FDEP State Funding Application.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

5. Background:

The Town is moving forward with development of the Joint Coastal Permit Application for the Project based on the Engineering Consultant's preliminary beach fill design plan set (attached) for the north, central, and south segments. In total, approximately 930,000 CY are proposed for project construction. The estimated total project budget over a 3 year period including design and permitting, construction, construction phase services, and required monitoring is approximately \$23,068,000, however the projected TFMB share is \$2,328,500 or 10%.

The projected cost estimate details for FY22, FY23, and FY24 are attached.

Attachments:

1. 21-40 Resolution - Beach Erosion Control
2. TFMB Att 2 Project Description 20210730
3. TFMB Att 13-1 Beach Fill Design Plans 20210729
4. Project Probable Cost Estimate
5. Construction FY23 - Project Probable Cost Estimate

Financial Impact:

6. Alternative Action

Do Not Approve Resolution 21-40

7. Management Recommendations:

Approve the Resolution.

8. Recommended Approval:

Chadd Chustz, Environmental Services
Jason Green, Community Development Services

Created/Initiated - 9/2/2021
Approved - 9/2/2021

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

Approved - 9/2/2021
Approved - 9/3/2021
Final Approval - 9/3/2021

RESOLUTION NUMBER 21-40

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AUTHORIZING TOWN STAFF TO SUBMIT A FUNDING REQUEST TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE ESTERO ISLAND SHORE PROTECTION PROJECT; SEEK ADDITIONAL FUNDING FROM THE TOURIST DEVELOPMENT COUNCIL; AND AUTHORIZING LOCAL MATCHING FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, Estero Island’s coastal beach, which is among the Town of Fort Myers Beach (“Town”) most important ecological, economic, and recreational assets, is subject to erosion that results in detrimental impacts to nesting and wintering areas for wildlife species such as sea turtles and shorebirds; loss of outdoor recreational opportunities for the Town’s residents and visitors; and damage to and loss of public and private property; and

WHEREAS, beach erosion control and restoration projects are an effective tool for preventing and offsetting some of the negative impacts of beach erosion, including loss of habitat, loss of recreational opportunities, and endangerment of public and private property; and

WHEREAS, the Town Council finds that beach erosion control and restoration projects are in the public interest and in the best interest of the health, safety, and welfare of the residents, property owners and visitors of the Town of Fort Myers Beach.

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.

Section 2. The Town Council expresses its support for the Estero Island Shore Protection Project (the “Project”), depicted in Exhibit “A”, a copy of which is attached hereto and made a part of this Resolution.

Section 3. To conserve sand resources and/or reduce Project costs the Town supports regionalization of the Project and work with Lee County to coordinate bidding and construction of the Project where possible.

Section 4. The Town authorizes Town staff to take all necessary actions to request and obtain funds from the Florida Department of Environmental Protection for the Project and will provide matching funds/local cost share for the Project and serve as local sponsor for the Project including matching funds from the Town Beach Restoration Reserves and Lee County Tourist Development Council.

Section 5. This Resolution shall become effective immediately upon its adoption.

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

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

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

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of September 2020.

EXHIBIT A

ESTERO ISLAND SHORE PROTECTION PROJECT PROJECT DESCRIPTION CEC FILE NO. 21.504 JULY 30, 2021

I. PROJECT DEFINITION

The Project provides erosion control and includes beach nourishment for approximately 5.5 miles of critically eroding gulf shoreline along Estero Island, Lee County. The Project boundary extends from the terminal groin in the vicinity of Florida Department of Environmental Protection (FDEP) Reference Monument C-174A.5 to R-198, and from R-203 to R-207. The total length of shoreline within the Project boundary is 28,790 feet. The total length of shoreline within the Project boundary that is designated critically eroding by FDEP is approximately 28,790 feet. Measurements and lengths presented herein and within the funding application are based on Mean High Water (MHW) measurements conducted by Coastal Engineering Consultants, Inc. (CEC) in May 2021 as part of the design survey.

The Project is consistent with the State's Strategic Beach Management Plan (FDEP, 2021) including these components:

- Restore critically eroding beaches;
- Maximize the infusion of beach-quality sand into the coastal system;
- Implement projects that contribute most significantly to addressing the state's beach erosion problems;
- Extend the life of beach restoration projects and reduce the frequency of nourishment.

II. HISTORY

In December 2011, Lee County completed construction of the Estero Island Beach Restoration Project including sand placement along the north segment of the island and the addition of a terminal groin on the northern end of the beach fill.

The 2011 initial beach restoration project was constructed between April 2011 and December 2011. Approximately 403,000 cubic yards (CY) of sand were excavated and placed in the beach fill area between C-174A.5 and R-181.5. The beach was constructed to a berm height of 2.9 feet NAVD88 over a shoreline distance of approximately 6,700 feet (1.3 miles). The design berm extended seaward at the 2.9 feet NAVD88 elevation an average of 236 feet and then sloped to the -1.2 feet NAVD88 elevation at a 15H:1V slope. The design then adjusted to a 20H:1V slope seaward until it connected with existing grade. All dredging was conducted in the Primary Borrow Area. The terminal groin was constructed with approximately 3,630 tons of limestone rock for a length of 240 feet with a maximum crest width of approximately 12.7 feet. A single vinyl sheetpile row was installed along the centerline of the structure to make it sand tight (Lee County, 2003).

In 2016, the U.S. Army Corps of Engineers (USACE) dredged Matanzas Pass and placed dredge material (estimated quantity was 130,000 CY based on USACE Project Plans) in the nearshore area between R-182 and R-187.

In 2017, the West Coast Inland Navigation District and Lee County completed the initial dredging of the Big Carlos Pass Navigation Channel. Over 55,000 CY were excavated and placed between R-203 and R-206 (Humiston and Moore, 2018).

In 2017, Lee County imported over 2,000 CY via truck haul to address erosion due to Hurricane Irma along the Crescent Beach shoreline in the vicinity of R-181.

In 2020, the Town of Fort Myers Beach took over the local sponsorship from the County. The Town contracted with CEC to conduct a project performance assessment (CEC, 2020). Based on the assessment, the Town and CEC applied to the Lee County Tourist Development Council for funding and received a grant in the amount of \$300,000 to initiate the Project's design and permitting specific to renourishment of the original fill limits along the north segment. The Town and CEC successfully applied for funding assistance through the State of Florida's Beach Management Funding Assistance Program and the Town is set to receive \$150,000 for the design and permitting phase.

In 2020, Lee County imported over 4,000 CY via truck haul to address erosion due to Tropical Storm Eta along the Lynn Hall Beach Park shoreline in the vicinity of R-180.

In 2020, the USACE dredged Matanzas Pass and placed dredge material (estimated quantity was 124,000 CY based on USACE Project Plans) in the nearshore area between R-182 and R-187.

In 2020 and 2021, the Island was impacted by multiple tropical storms and hurricanes, most notably Tropical Storm Eta and Hurricane Elsa. Multiple beachfront property owners located primarily in the south segment, which has never been restored, requested the Town include them in their beach management program. The Town engaged CEC as their consultant to design and permit the next renourishment project as well as expand the beach management program to include all of the designated critically eroding beach segments on Estero Island.

III. PROPOSED ACTIVITY

A. North Segment (Terminal Groin to R-182)

Based on eight years of monitoring results and CEC's project performance assessment, the 2011 project has performed well. The background erosion rate was measured equal to approximately 20,000 CY/YR. The updrift and downdrift beach segments adjacent to the beach fill limits were generally accretional due to the spreading of the beach fill alongshore as well as the beneficial use of the maintenance dredging of Matanzas Pass. There were no documented adverse impacts from the terminal groin or from dredging the Borrow Area.

CEC performed cross-shore sediment transport modeling utilizing SBEACH to analyze the existing conditions along Estero Island and determine the optimal beach width to provide storm damage reduction benefits for the 25-year design storm. Based on the modeling CEC selected 75 feet as the design beach fill width noting the majority of the existing shoreline is on the order of 75 feet as measured during the May 2021 design survey. Utilizing the pre-and post-construction surveys and monitoring results, CEC computed the average initial profile equilibrium adjustment equaled 60 feet, and the 9-year background erosion averaged approximately 10 feet per year. The Town desires a 10-year renourishment interval. Combining the design width (75 feet), advanced nourishment (100 feet), and equilibrium profile adjustment (60 feet) totals 235 feet.

The berm crest elevation of 3.2 feet NAVD88 was established by conducting a sea level change analysis which resulted in raising the 2011 crest elevation of 2.9 feet NAVD88 by 0.3 feet. The design template slopes include a 1:200 beach berm slope, a 1:15 seaward slope from the crest to approximate mean low water (MLW), and a 1:20 slope below MLW. Based on the 2021 design survey, the volume for the north segment was computed equal to 276,000 CY.

B. Central Segment (R-182 to R-198)

CEC applied the results of their analysis for the north segment to the central segment. The model results for the central beach profiles indicate the majority of the beach currently provides the storm damage reduction benefits for the design storm thus the 75-foot wide design template was adopted for the central segment. During the original shore protection project design and permitting, the Erosion Control Line was established along the Island extending to approximately R-198. While the original fill limits ended at R-181.5, the routine maintenance dredging and beneficial use of dredge spoil has benefited this shoreline segment. The average shoreline change rate has been net accretional, averaging 7 to 8 feet per year. CEC recommends using 1 foot per year of erosion for the advanced nourishment and adopting 60 feet from the north segment analysis to account for equilibrium profile adjustment. Combining the design width (75 feet), advanced nourishment (10 feet), and equilibrium profile adjustment (60 feet) totals 145 feet. The template berm and slopes

are the same as the north segment. Based on the 2021 design survey, the volume for the central segment was computed equal to 338,000 CY.

C. South Segment (R-203 to R-207)

CEC also applied the results of their analysis for the north segment to the south segment. While some portion of the south segment beach is in good condition, the reach from R-203.5 to R-204.5 has been extremely erosional and little to no dry beach remains along multiple properties. The model results indicated the 75-foot design width would provide the desired benefit except in this reach, where an additional 40 feet of width was added to achieve the design goal. Utilizing the monitoring data, CEC computed the background erosion averaged approximately 11 feet per year. Combining the design width (75 feet), advanced nourishment (110 feet)), and equilibrium profile adjustment (60 feet) totals 245 feet plus an additional 40 feet at R-204. The template berm and slopes are the same as the north and central segments. Based on the 2021 design survey, the volume for the south segment was computed equal to 316,000 CY.

D. Borrow Area

Based on the 2019 survey, the originally permitted Borrow Area has over 1 MCY of available volume. It is anticipated that with shoaling between the monitoring survey and time of construction, there will be sufficient volume for Project construction.

E. Path Forward

The Town and CEC are moving forward with development of the Joint Coastal Permit Application for the Project based on CEC's preliminary beach fill design plan set (CEC, 2021) for the north, central, and south segments. In total, approximately 930,000 CY are proposed for Project construction. The Preliminary Opinion of Probable Project Cost including design and permitting, construction, construction phase services, and first year monitoring is approximately \$23,068,000.

IV. REFERENCES

Coastal Engineering Consultants, Inc. (2021). Estero Island Beach Fill Preliminary Design Plans.

Coastal Engineering Consultants, Inc. (2020). Estero Island Beach Renourishment Due Diligence.

Florida Department of Environmental Protection (FDEP). (2021). Strategic Beach Management Plan.

Humiston & Moore Engineers. (2018). Big Carlos Pass Channel Dredging Project Post Construction Monitoring Report #1.

Estero Island Shore Protection Project
Project Description
CEC File No. 21.504
July 30, 2021
Page 5

Lee County. (2003). Estero Island, Lovers Key and Bonita Beach Restoration; Contingency Plan.
DEP Permit 0173059-JC and 0200803-JC. Fort Myers.

ESTERO ISLAND BEACH FILL PRELIMINARY DESIGN PLANS

PREPARED FOR:
TOWN OF FORT MYERS BEACH

INDEX

1. COVER SHEET
2. PLAN VIEW FILL TEMPLATE DESIGN: R-175 TO R-184
3. PLAN VIEW FILL TEMPLATE DESIGN: R-184 TO R-192
4. PLAN VIEW FILL TEMPLATE DESIGN: R-192 TO R-202
5. TYPICAL FILL TEMPLATE DESIGN: ESTERO ISLAND NORTH
6. TYPICAL FILL TEMPLATE DESIGN: ESTERO ISLAND CENTRAL 1
7. TYPICAL FILL TEMPLATE DESIGN: ESTERO ISLAND CENTRAL 2
8. PLAN VIEW FILL TEMPLATE DESIGN: R-202 TO R-210
9. TYPICAL FILL TEMPLATE DESIGN: ESTERO ISLAND SOUTH

NOTES

1. TOPOGRAPHIC AND BATHYMETRIC SURVEYS OF ESTERO ISLAND COMPLETED BY COASTAL ENGINEERING CONSULTANTS, INC., ON MAY 26-27, 2021.
2. PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE WEST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
3. ELEVATIONS SHOWN HEREON ARE IN FEET AND TENTHS AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). REFERENCE BENCHMARK: STALEY, PID NO. BBCJ30, N: 772525.50, E: 671059.47, ELEV 4.0 FT NAVD88.
4. TIDAL REDUCTIONS WERE OBTAINED UTILIZING REAL-TIME KINEMATIC GPS AND REFERENCED TO NAVD88.
5. SURVEY ACCURACY STANDARDS, QUALITY CONTROL, AND QUALITY ASSURANCE REQUIREMENTS WERE FOLLOWED DURING THIS SURVEY IN ACCORDANCE WITH USACE EM 1110-2-1003, HYDROGRAPHIC SURVEYING MANUAL, 11/30/2013.
6. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATE SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
7. AERIAL PHOTOGRAPHY OBTAINED FROM LEE COUNTY, DATED 2020.

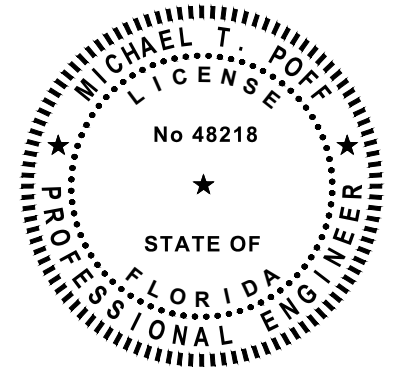
FOR PERMITTING
PURPOSES ONLY.
NOT TO BE USED FOR
CONSTRUCTION.



PUBLISHED TIDAL INFORMATION

LOCATION MAP

SCALE: 1" = 10,000'



SHEET 1
FILE NO.: 21504-P-1

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CLIENT:

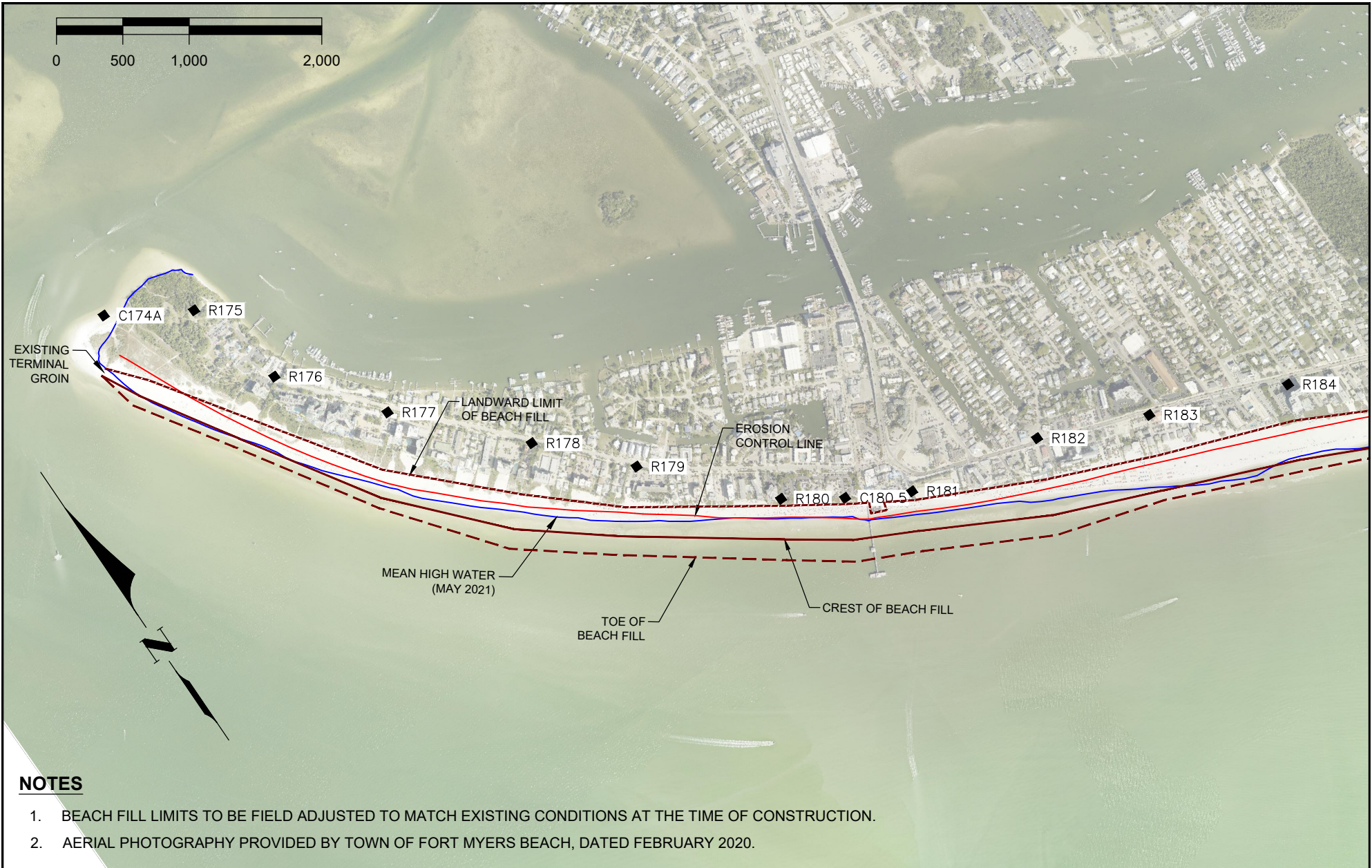
TOWN OF FORT MYERS BEACH

TITLE:

COVER SHEET

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ACAD NO.	21504 EI-P.dwg		
REF. NO.	21.504		

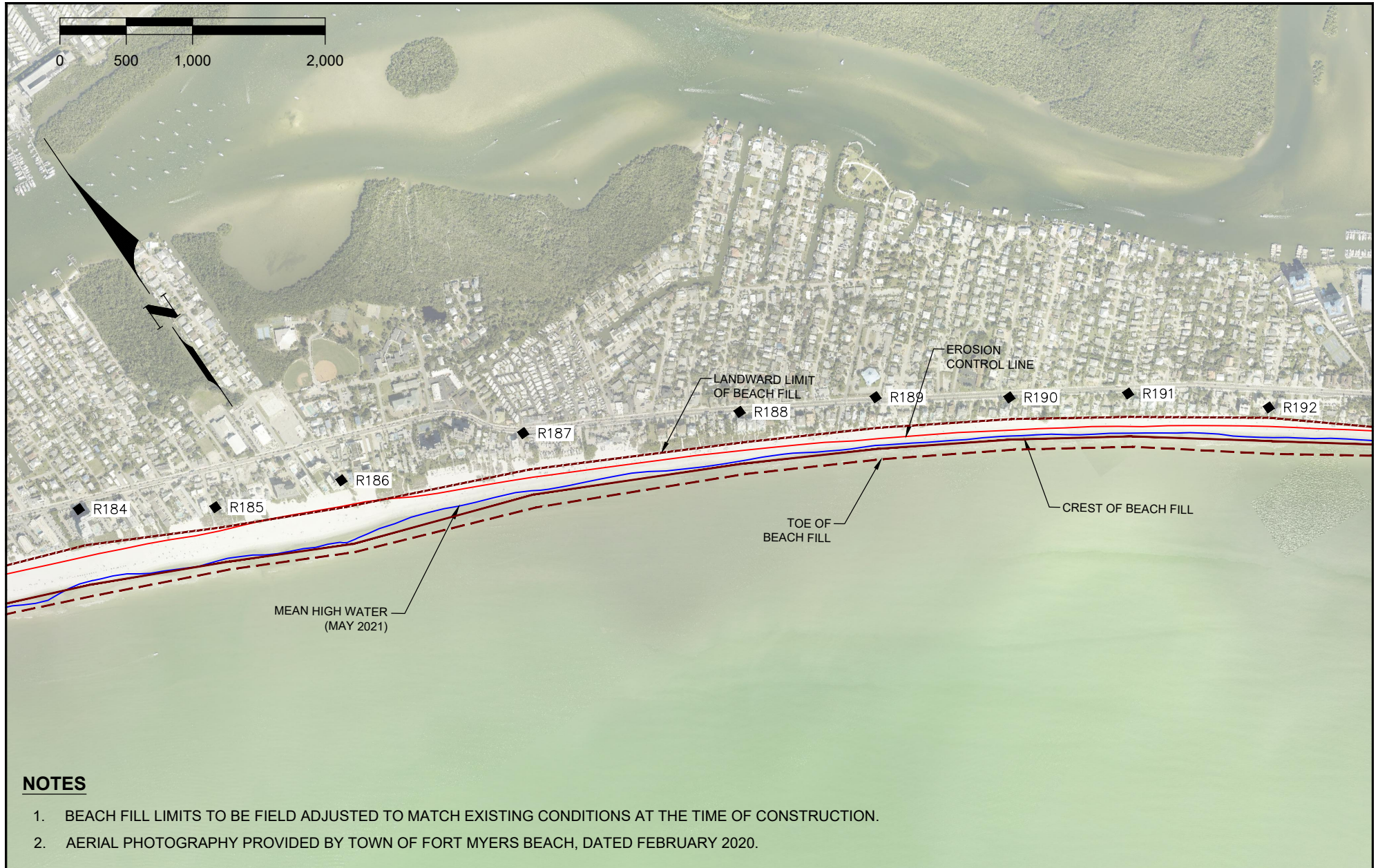
NO.	DATE	BY	REVISION DESCRIPTION



NOTES

1. BEACH FILL LIMITS TO BE FIELD ADJUSTED TO MATCH EXISTING CONDITIONS AT THE TIME OF CONSTRUCTION.
2. AERIAL PHOTOGRAPHY PROVIDED BY TOWN OF FORT MYERS BEACH, DATED FEBRUARY 2020.

SHEET 2 FILE NO.: 21504-P-2  COASTAL ENGINEERING CONSULTANTS INC. Serving Coastal Communities Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135	COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY AND MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464 PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@ceciff.com	CLIENT: TOWN OF FORT MYERS BEACH TITLE: FILL TEMPLATE DESIGN: R-175 TO R-184	DATE: 7/27/2021 DRAWN: VVA CHECKED: MTP SEC. TWP. RNG. ACAD NO. 21504 EI-P.dwg REF. NO. 21.504	SCALE: AS SHOWN F.B. PG.	<table><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>																								



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2. AERIAL PHOTOGRAPHY PROVIDED BY TOWN OF FORT MYERS BEACH, DATED FEBRUARY 2020.

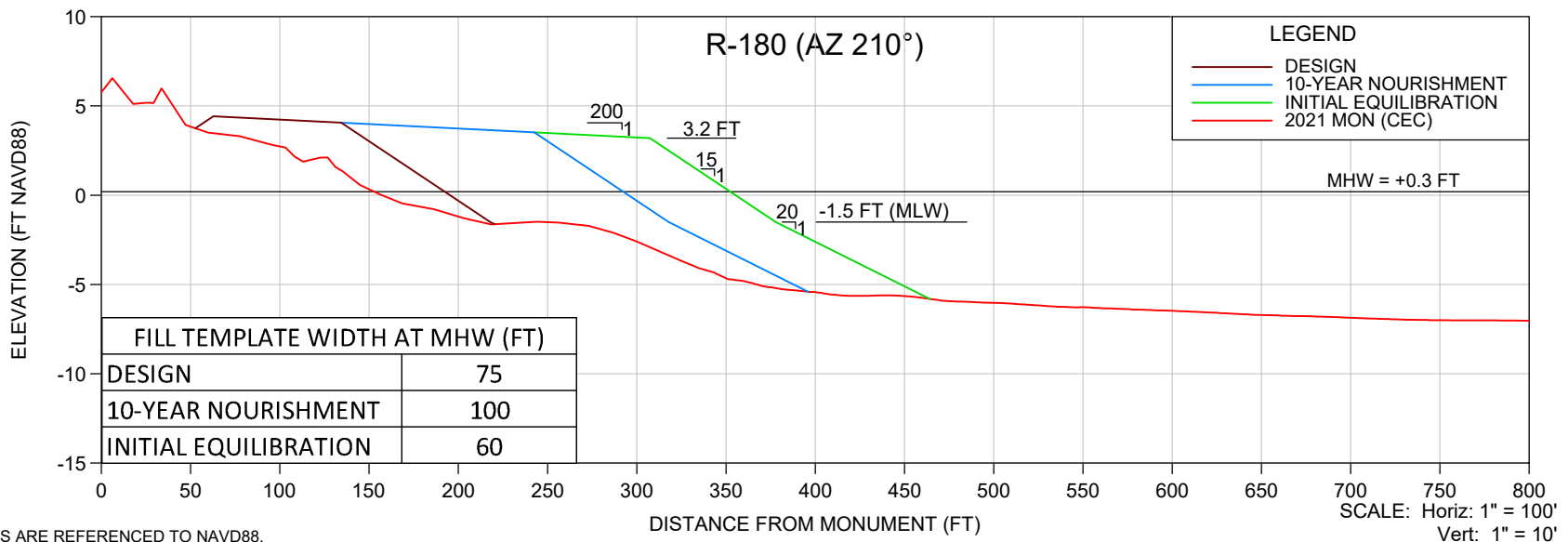
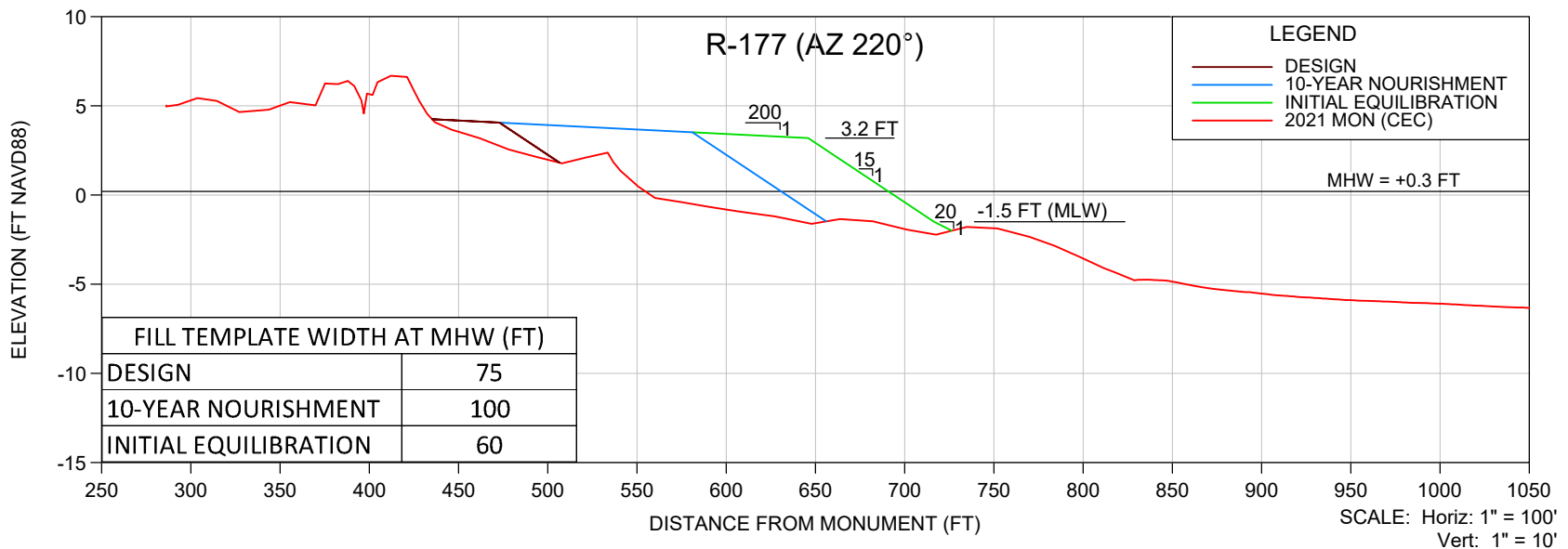
SHEET 3 FILE NO.: 21504-P-3  COASTAL ENGINEERING CONSULTANTS INC. Serving Coastal Communities Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135 PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@ceciff.com	CLIENT: TOWN OF FORT MYERS BEACH TITLE: FILL TEMPLATE DESIGN: R-184 TO R-192		DATE: 7/27/2021 DRAWN: VVA CHECKED: MTP SEC.: TWP. RNG. ACAD NO.: 21504 EI-P.dwg REF. NO.: 21.504	SCALE: AS SHOWN F.B. PG. NO. DATE BY REVISION DESCRIPTION



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2. AERIAL PHOTOGRAPHY PROVIDED BY TOWN OF FORT MYERS BEACH, DATED FEBRUARY 2020.

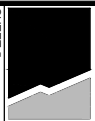
SHEET 4 FILE NO.: 21504-P4 COASTAL ENGINEERING CONSULTANTS INC. Serving Coastal Communities Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135 COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY AND MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464 PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@ceciff.com CLIENT: TOWN OF FORT MYERS BEACH TITLE: FILL TEMPLATE DESIGN: R-192 TO R-202								
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REF. NO.	21.504			NO.	DATE	BY	REVISION DESCRIPTION	



NOTES:

- ELEVATIONS ARE REFERENCED TO NAVD88.
- PROFILE DATA IS FROM SURVEYS BY CEC.

SHEET 5
FILE NO.: 21504.P5



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TOWN OF FORT MYERS BEACH

TITLE:

**TYPICAL FILL TEMPLATE DESIGN
ESTERO ISLAND NORTH**

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7/27/2021

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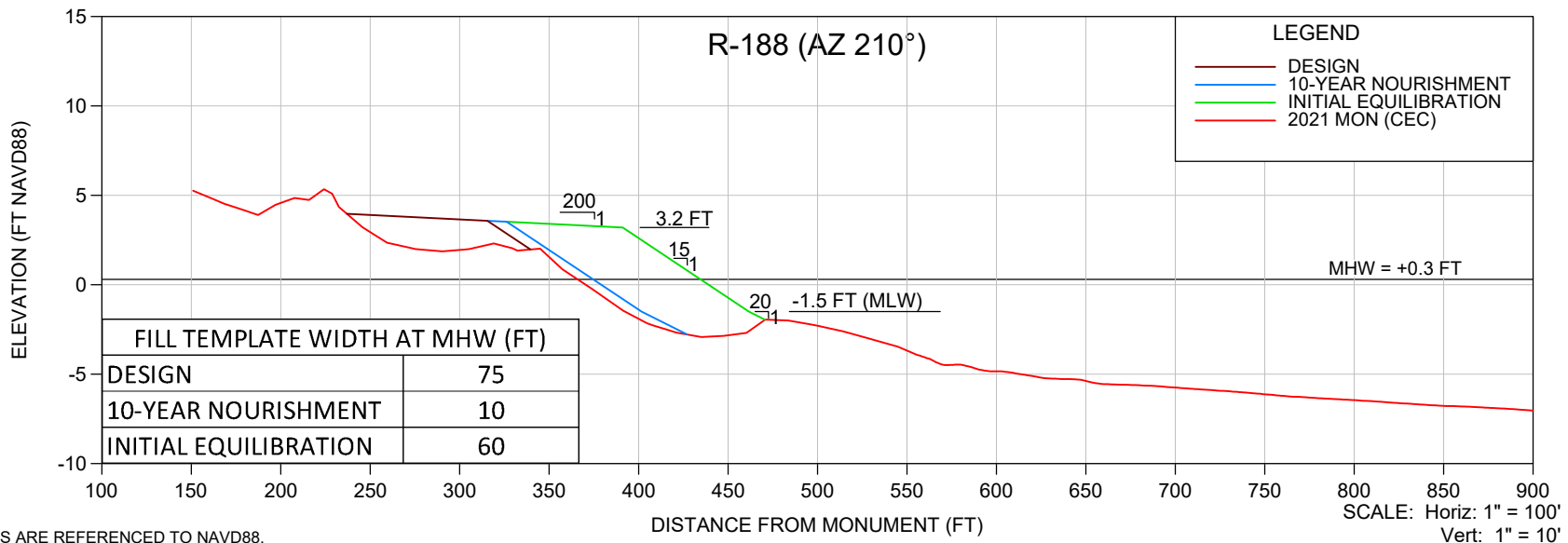
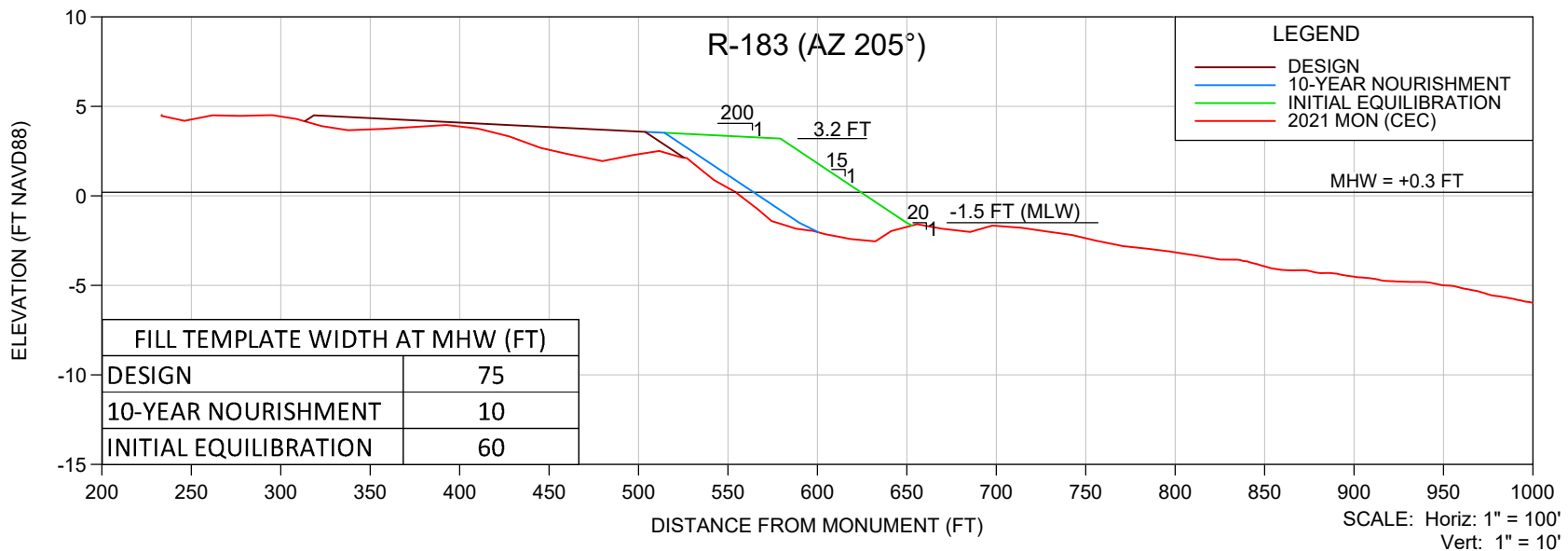
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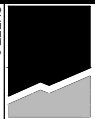
DESCRIPTION



NOTES:

- ELEVATIONS ARE REFERENCED TO NAVD88.
- PROFILE DATA IS FROM SURVEYS BY CEC.

SHEET 6
FILE NO.: 21504-P-6



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TITLE:

**TYPICAL FILL TEMPLATE DESIGN
ESTERO ISLAND CENTRAL 1**

DATE:

7/27/2021

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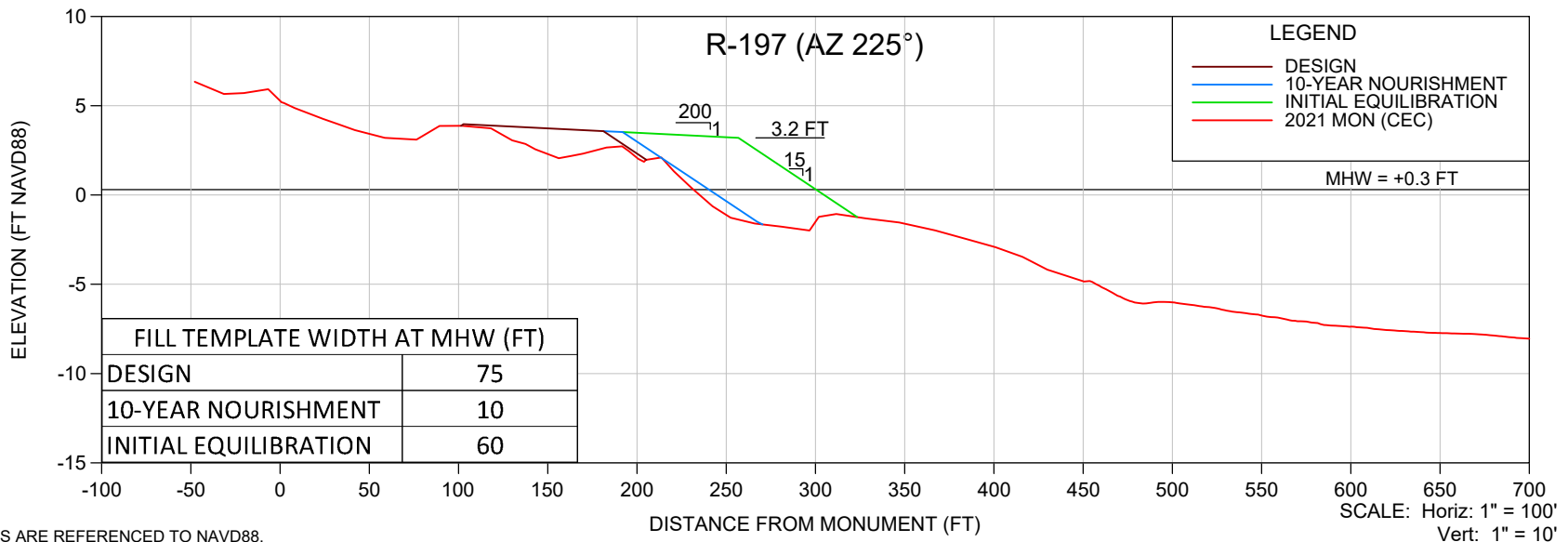
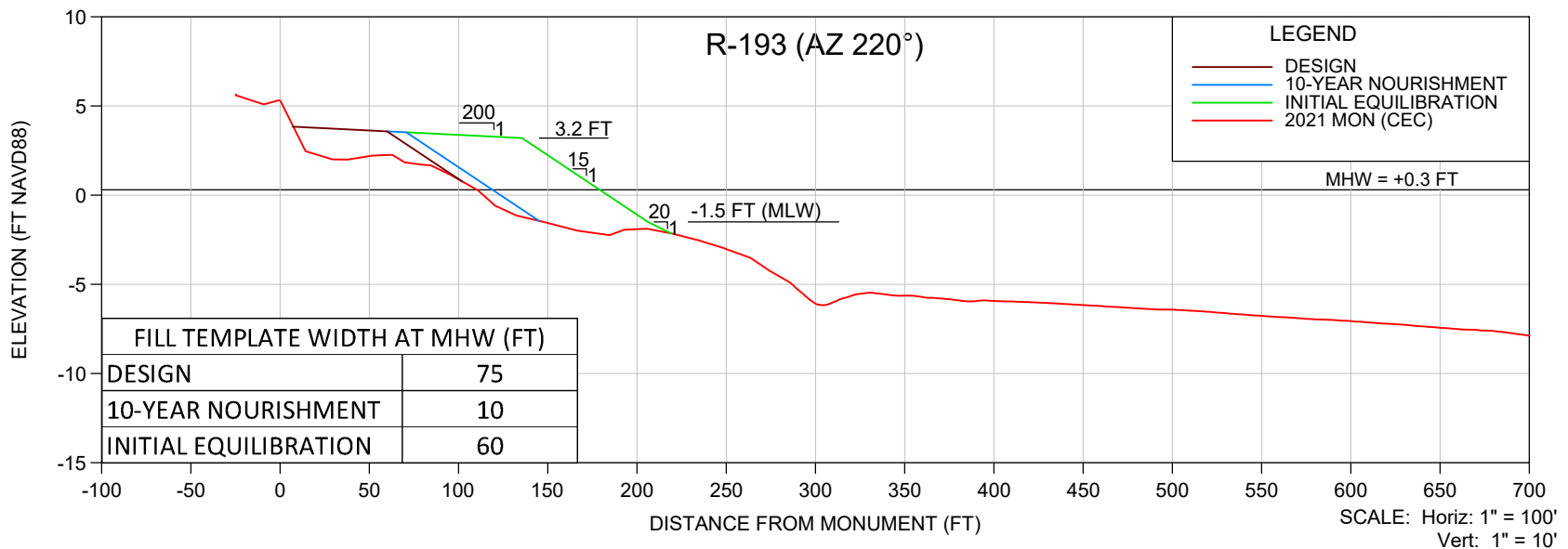
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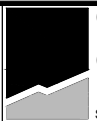
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NOTES:

1. ELEVATIONS ARE REFERENCED TO NAVD88.
2. PROFILE DATA IS FROM SURVEYS BY CEC.

SHEET 7
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TOWN OF FORT MYERS BEACH

TITLE:

**TYPICAL FILL TEMPLATE DESIGN
ESTERO ISLAND CENTRAL 2**

DATE:

7/27/2021

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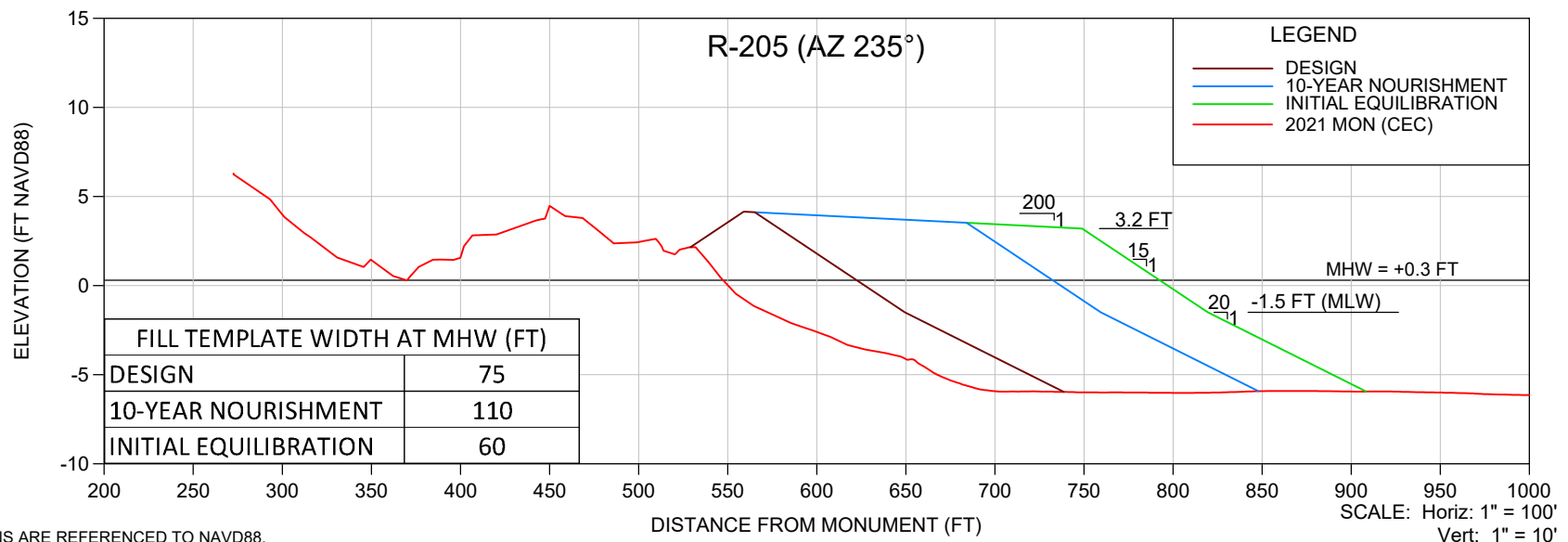
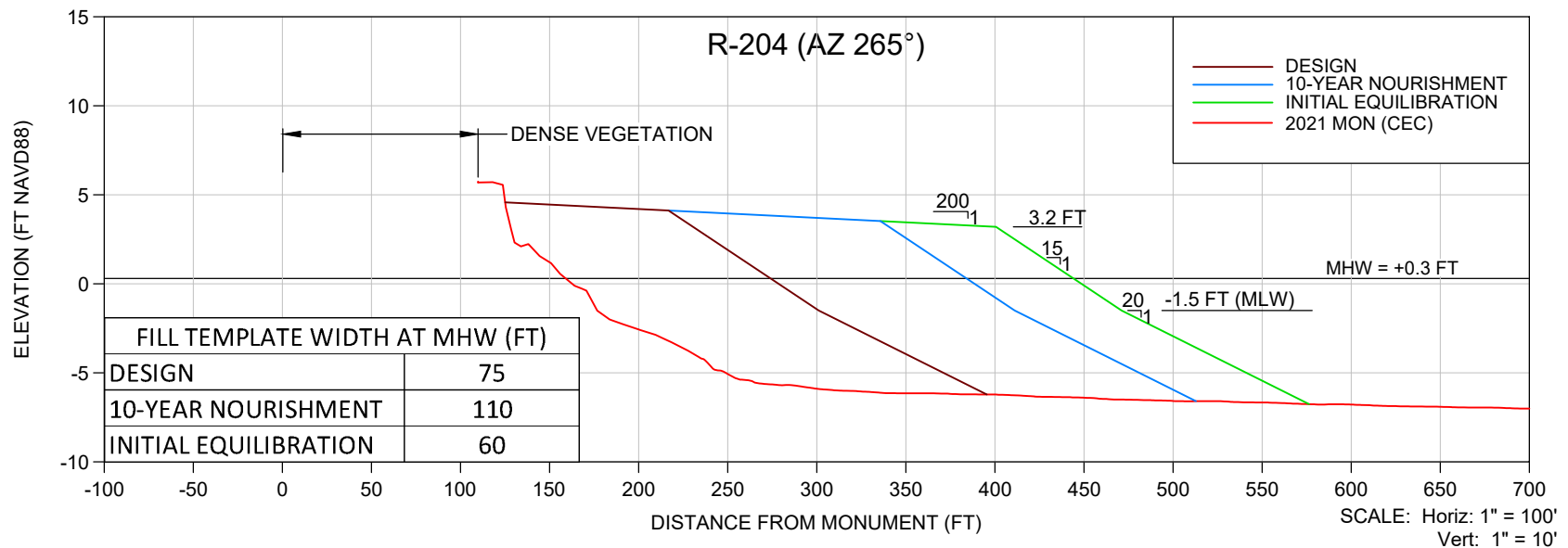
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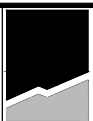
REVISION DESCRIPTION



NOTES:

1. ELEVATIONS ARE REFERENCED TO NAVD88.
2. PROFILE DATA IS FROM SURVEYS BY CEC.

SHEET 9
FILE NO.: 21504-P-9



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TOWN OF FORT MYERS BEACH

TITLE:

**TYPICAL FILL TEMPLATE DESIGN
ESTERO ISLAND SOUTH**

DATE:

7/27/2021

SCALE:

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ACAD NO.

21504 EI-P.dwg

REF. NO.

21.504

NO.

DATE

BY

REVISION DESCRIPTION

SEPTEMBER 2, 2021 UPDATE

BUDGET FOR TOWN FOR FY2022 (D&P)

Entity	D&P Cost Share	Cost Allocation
FDEP	43.0%	\$164,291
Lee County TDC	43.0%	\$164,291
TFMB	14.0%	\$53,419
Total	100%	\$382,000

2022 Mon
Bch Prfls

2022 Mon
Wntr Birds

2022 PA
Access Stdy

2022 R200-203
Redesign

TOWN 2022

\$15,000

\$15,000

\$8,500

\$8,000

\$99,919

BUDGET FOR TOWN FOR FY2023 (CONST)

Entity	D&P Cost Share	Cost Allocation
FDEP	61.7%	\$13,904,570
Lee County TDC	28.2%	\$6,355,721
TFMB	10.1%	\$2,263,710
Total	100%	\$22,524,000

BUDGET FOR TOWN FOR FY2024 (MON)

Entity	D&P Cost Share	Cost Allocation
FDEP	50.0%	\$81,000
Lee County TDC	43.0%	\$69,673
TFMB	7.0%	\$11,327
Total	100%	\$162,000

ESTERO ISLAND BEACH RENOURISHMENT
PRELIMINARY OPINION OF PROBABLE PROJECT COSTS
ANTICIPATED YEAR OF CONSTRUCTION: 2023

Item	Description	Unit	Quantity	Unit Price	Extended Price ¹	Subtotals
DP-1	Design and Permitting	LS	1	\$348,000	\$348,000	\$348,000
C-1	Mobilization/Demobilization	LS	1	\$7,065,000	\$7,065,000	
C-2	Beach Fill	CY				
C-2A	North-Central		614,000	\$13.70	\$8,412,000	
C-2B	South		316,000	\$14.10	\$4,456,000	
C-3	Environmental Protection	LS	1	\$36,000	\$36,000	
C-4	Turbidity Monitoring	Days	120	\$500	\$60,000	
C-5	Shorebird Abatement	Days	106	\$450	\$48,000	\$20,077,000
CM-1	Construction Monitoring	LS	1	\$45,000	\$45,000	\$45,000
CP-1	Construction Phase Services	LS	1	\$354,000	\$354,000	\$354,000
M-1	Biological Monitoring	Years	1	\$50,000	\$50,000	
M-2	Physical Monitoring	Years	1	\$47,000	\$47,000	
M-3	Beach Tilling	Years	1	\$50,000	\$50,000	\$147,000
¹ Values rounded to the nearest \$1,000 					Subtotal	\$20,971,000
					10% Contingency	\$2,097,000
					Grand Total	\$23,068,000

CEC File No. 21.504

July 30, 2021

1. Requested Motion:

Meeting Date: September 9, 2021

Authorize the Town Manager to renew and execute an agreement in the amount of \$45,000 with the Town's State Lobbyist, Ronald L. Book, P.A.

Why the action is necessary:

The current contract for a Town Lobbyist expires on September 30, 2021.

What the action accomplishes:

Provides a lobbyist for the Town for an additional year.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Mr. Book has been representing the Town of Fort Myers Beach on state matters since November of 2017 with many positive results. This agreement will extend his firm's services for another year.

Attachments:

1. Lobbyist Renewal Agreement FY22 w Agreement

Financial Impact:

6. Alternative Action

Do not renew the contract and hire an alternate Lobbyist.

7. Management Recommendations:

8. Recommended Approval:

Jason Freeman, Contracts Manager/Deputy Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/1/2021
Approved - 9/2/2021
Approved - 9/2/2021
Final Approval - 9/3/2021

PROFESSIONAL SERVICES AGREEMENT RENEWAL

The undersigned parties to that certain Professional Services Agreement entered into between the Town of Fort Myers Beach and **Ronald L. Book, P.A.** originally dated November 21, 2017, and most recently extended and renewed on October 1, 2020, hereby agree, pursuant to Section 2 of the Agreement, to renew the Agreement on the same terms and conditions for a period of one year, commencing on October 1, 2021, and expiring on September 30, 2022. Those terms and conditions are reflected in the prior agreement that is attached hereto and incorporated herein by reference as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement Renewal on the dates set forth below.

TOWN OF FORT MYERS BEACH

Ronald L. Book, P.A.

By: _____
Roger T. Hernstadt, Town Manager

By: _____

Title: _____

DATE: _____

DATE: _____

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

John R. Herin Jr., Town Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
TOWN OF FORT MYERS BEACH
AND
RONALD L. BOOK, PA**

THIS AGREEMENT is made and entered into between Ronald L. Book, P.A., a Florida limited liability company, (hereinafter the “Consultant”), and the **TOWN OF FORT MYERS BEACH, FLORIDA**, a Florida municipal corporation, (hereinafter the “Town”).

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a scope of services and fee for legislative consulting services on behalf of the Town before the Florida Legislature, the executive branch of the Florida government, and various regional and local governments; and

WHEREAS, the Town desires to engage the Consultant to perform the legislative consulting services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows.

1. Scope of Services/Deliverables.

- 1.1 Consultant shall provide legislative consulting services on behalf of the Town before the Florida Legislature, the executive branch of the Florida government, and various regional and local governments.
- 1.2 Specifically, Consultant shall provide the following services:
 - 1.2.1 No less than once a year, in person, meet with the Town Council and staff to assist the Town in developing a legislative program.
 - 1.2.2 Monitor and report on all state agency programs of interest to the Town, including any programs that could be helpful in funding, planning and operating the Town.
 - 1.2.3 Represent Town’s interests before the Florida legislature and any executive branch body and any other entity that could be of benefit to the Town’s interests.
 - 1.2.4 Monitor and track all legislation of interest to the Town.
 - 1.2.5 Provide no less than monthly reports during the legislative session and quarterly reports during the non-session months to the Town Manager and Town Attorney on all legislation being tracked. Such reports will be electronically transmitted to the Town Manager and Town Attorney.

1.2.6 Host Town officials during the legislative session in Tallahassee and arrange all appropriate meetings.

1.2.7 Attend staff meetings, workshops or Council meetings in Fort Myers Beach at the Town Manager's request.

2. **Term/Commencement Date.**

2.1 This Agreement is effective upon execution by both parties. The initial term is from October 1, 2020 through September 30, 2021 unless earlier terminated in accordance with Paragraph 8. The agreement can be extended by mutual consent of the Consultant and Town Council.

3. **Compensation and Payment.**

3.1 For all professional services provided by Consultant described in Section 1, the Town shall pay Consultant an annual fee of \$45,000.00, payable in four (4) equal quarterly installments of \$11,250.00.

3.2 Consultant shall be entitled to reimbursement of expenses incurred as a result of its representation of the Town. Such expenses may include use of on-line legislative and legal resources, copying and facsimile charges, postage and overnight delivery charges and other expenses directly related to representation of the Town. However, the total of such charges shall be capped at \$5,000 per year.

3.3 Consultant shall be reimbursed by the Town for reasonable travel expenses provided such expenses are pre-approved by the Town Manager in writing. If Consultant is traveling on behalf of several clients, the Town shall be charged only its pro-rated portion of the costs incurred.

3.4 Reimbursement of costs and travel expenses shall be paid by the Town to the Consultant upon approval of an invoice, including appropriate receipts and back-up documents.

3.5 Payments and reimbursements due under this section shall be paid by the Town pursuant to the Florida Prompt Payment Act.

3.6 If a dispute should occur regarding an invoice submitted, the Town Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Town Manager whose decision shall be final.

4. **No Subconsultants or Assignment.**

- 4.1 Although this Agreement is with Consultant, the parties understand that the services of Consultant are personal in nature and that the following members of Consultant's firm shall be designated by Consultant to perform services under this Agreement is Ronald L. Book.
- 4.2 In the event that any member of the firm can no longer perform services under this Agreement, Consultant shall immediately notify the Town Manager and the Town Manager shall have the right to immediately terminate this Agreement.
- 4.3 This Agreement shall not be subject to assignment by Consultant without prior written consent of the Town.

5. **Town's Responsibilities**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Town.

6. **Consultant's Responsibilities**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the work under this Agreement as is ordinarily provided by a professional under similar circumstances.

7. **Conflict of Interest.**

- 7.1 Consultant shall not be prohibited from representing or providing the like services to other persons and entities other than the Town, so long as Consultant shall avoid any representation or relation that would create a conflict of interest, as determined by the Town Attorney and Town Council.
- 7.2 Consultant shall not take on any client or matter, which would jeopardize Consultant's ability to devote the time, resources, and effort necessary to fulfill its obligations to the Town.

8. **Termination.**

- 8.1 Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other.
- 8.2 The Town may terminate this Agreement immediately with cause.

- 8.2 Upon receipt of the Town's written notice of termination, Consultant shall stop all work on behalf of the Town unless directed otherwise in writing by the Town Manager.
- 8.3 In the event of termination, the Town shall be obligated to pay the Consultant only for approved fees and costs incurred by the Consultant prior to the date of termination. If the Consultant has already received the quarterly fee payment, the Consultant shall refund a pro-rated percentage of the fee back to the Town.

9. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the Town Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the Town Manager, the insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. The insurance coverages shall include a minimum of:

- 9.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law. Consultants with Worker's Compensation exemption shall not hold Town liable for employee injury or claims.
- 9.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$100,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 9.3 Professional Liability. The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
- 9.4 Certificates of Insurance shall be provided to the Town at the time of execution of this Agreement and certified copies provided if requested. Certificates of Insurance shall include the Town as additional insured or certificate holder. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement each party shall be responsible for its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

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13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Roger T. Hernstadt, Town Manager
Town of Fort Myers Beach, Florida
2525 Estero Boulevard
Fort Myers Beach, Florida 33931
239-765-0202

For The Consultant: Mr. Ronald L. Book, President
Ronald L. Book, P.A.
18851 NE 29 Ave., Ste. 1010
Aventura, FL 33180
305-935-1866

14. **Governing Law.**

- 14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Lee County, Florida.

15. **Entire Agreement/Modification/Amendment.**

- 15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

- 16.1 All records, books, documents, papers and financial information (the "Records") that result from the Consultant providing services to the Town under this Agreement shall be the property of the Town.
- 16.2 The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 16.3 The Town may cancel this Agreement for refusal by the Consultant to allow access by the Town Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Severability.**

- 17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

- 18.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Compliance with Laws.**

- 19.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

20. **Waiver**

- 20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Survival of Provisions**

- 21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. **Prohibition Of Contingency Fees.**

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

23. **Counterparts**

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Town, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by Consultant by and through Ronald L. Book, who has been duly authorized to execute same.

JF

ATTEST:

TOWN OF FORT MYERS BEACH:


Michelle Mayher, Town Clerk

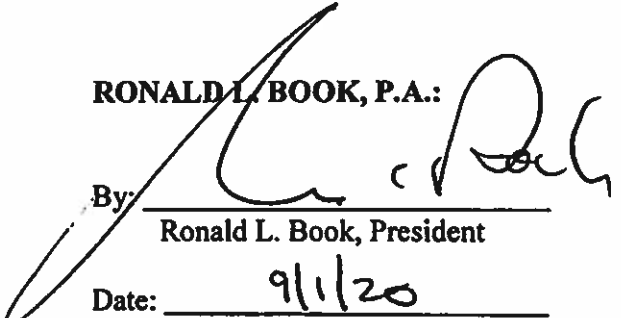
By: 
Roger T. Hernstadt, Town Manager

Date: 09/29/2020

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA ONLY:


Town Attorney

RONALD L. BOOK, P.A.:

By: 
Ronald L. Book, President

Date: 9/1/20

1. Requested Motion:

Meeting Date: September 9, 2021

Approve four contractual Employee Agreements for FY2022 in the areas of Environmental Services, Planning/Zoning, Building Services, and Community Development Administration, together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, and authorize the Town Manager to execute the Agreements on behalf of the Town.

Why the action is necessary:

These contracts will provide continuity of professional services for Community Development, Building Services, Planning/Zoning, and Environmental Services.

What the action accomplishes:

Provides professional services for the Town in the areas of Building Services, Planning/Zoning, and Environmental Services, as well as Administration for FY22. These contracts, if approved, will begin at the start of the fiscal year, October 1, 2021 through September 30, 2022.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

5. Background:

The below referenced Employment Agreements are included within the proposed budget for FY2022. These four Employment Agreements exceed \$25,000 (the Town Manager's expenditure authority) and therefore require Town Council approval:

In accordance with RFQ-19-17-AD, approve STA # 5 with Chadd Chustz via SWFL ENV, LLC in the not to exceed annual amount of \$75,000 for Professional Services in the area of Environmental Services and authorize the Town Manager to execute the required documentation.

In accordance with RFQ-20-22-AD, approve STA # 4 with Jason Green via Axis Infrastructure in the not to exceed annual amount of \$125,000 for Professional Services in the area of Planning/Zoning and authorize the Town Manager to execute the required documentation. Additional work, estimated at \$85,000, is subject to applicable fees if needed.

In accordance with RFQ-20-22-AD, approve STA # 3 with Jack McStravic- Building Official via GFA International (Jack McStravic-Building Official) in the not to exceed annual amount of \$325,000 for Professional Services in the area of Building Services (including plan review), and authorize the Town Manager to execute the required documentation.

Authorize the Town Manager to execute an Employment Agreement with Daphnie Saunders P/T Community Services Administrator at the rate of \$45/Hr 3 days/week, and authorize the Town Manager to execute the required documentation.

Attachments:

1. SWFL Environmental STA #5 FY22 DRAFT
2. SWFL Environmental Final Renewal RFQ-19-17-AD

3. Axis Infrastructure STA #4 FY22 DRAFT
4. GFA International- STA #2 FY22 DRAFT

Financial Impact:

6. Alternative Action

7. Management Recommendations:

Approve the four Employment Agreements with SWFL ENV, LLC, Axis Infrastructure, and GFA International, Inc, and Daphnie Saunders for FY2022.

8. Recommended Approval:

Jason Freeman, Contracts Manager/Deputy Town Clerk
Daphnie Bercher, Community Services Administrator
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/1/2021
Approved - 9/2/2021
Approved - 9/3/2021
Approved - 9/3/2021
Final Approval - 9/3/2021

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

X Supplemental Task Authorization

NO.: STA # 5

CONTRACT/PROJECT NAME: Environmental Services FY22

CONSULTANT: SWFL ENV, LLC

PROJECT NO.: _____

SOLICIT NO.: RFQ-19-17-AD

CONTRACT NO.: _____

REQUESTED BY: Daphnie Saunders / Comm, Services DATE OF REQUEST: 10/01/2021

PURCHASE ORDER NUMBER: _____

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

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: October 01. 2021

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: October 01. 2021

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: October 01. 2021

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: October 01. 2021

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

RECOMMENDED:

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

ACCEPTED: SWFL ENV, LLC

By: _____ Date _____
Consultant/Provider

TOWN APPROVAL:

By: _____ Date _____ By: _____ Date _____
Town Manager Town Attorney

Date to Proceed: _____

Cost of STA: \$ _____

Completion Due Date: _____

Date: October 01, 2021

EXHIBIT A
SCOPE OF PROFESSIONAL SERVICES
Environmental Services FY22

Overview

STA NO. 1: Environmental Services FY22 from October 1, 2021, through September 30, 2022

The following services will be provided by SWFL ENV, LLC:

- 1: Environmental Project Management
- 2: Environmental Code Compliance Education and Enforcement
- 3: Town Ordinance Revision
- 4: Listed Species Conservation

Hourly Breakdown:

\$35/hour

Total Cost (of Job): \$75,000.00

EXHIBIT BDate: October 01, 2021COMPENSATION AND METHOD OF PAYMENT FOREnvironmental Services FY22Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
# 5	Environmental Services FY22	\$75,000.00	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$ 75,000.00	NTE	

Section 2. ADDITIONAL SERVICES

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

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

Section 3. REIMBURSABLE EXPENSES AND COSTS

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 01, 2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR Technical Support,
GIS, and Special Project Management

Consultant or Sub-consultant Name: SWFL ENV, LLC
(A separate Attachment No. 1 should be included for each Sub-Consultant)

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

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: October 01, 2021

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR Technical Support, GIS,
and Special Project Management

CONSULTANT OR SUB-CONSULTANT NAME: SWFL ENV, LLC
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

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

EXHIBIT C

Date: October 01,2021

TIME AND SCHEDULE OF PERFORMANCE FOR

JOB NAME – Fiscal Year 2022 Environmental Services

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

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
# 5	Environmental Services FY22	Ongoing	Ongoing

EXHIBIT D

Date: October 01,2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
Environmental Services FY22

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

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

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

PROFESSIONAL SERVICES AGREEMENT RENEWAL

The undersigned parties to that certain Professional Services Agreement entered into between the TOWN OF FORT MYERS BEACH and **SWFL Env, LLC** dated November 1, 2019 hereby agree, pursuant to Exhibit B of the Agreement, to renew the Agreement on the same terms and conditions for a period of one year, commencing on October 1, 2021 and expiring on September 30, 2022. Those terms and conditions are reflected in the prior agreement that is attached hereto and incorporated herein by reference as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement Renewal on the dates set forth below.

TOWN OF FORT MYERS BEACH

SWFL Env, LLC

By: _____
Roger T. Hernstadt, Town Manager

By: _____

Title: _____

DATE: _____

DATE: _____

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

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

X Supplemental Task Authorization

NO.: STA # 4

CONTRACT/PROJECT NAME: Technical Support, GIS, and Special Project Management FY21

CONSULTANT: Axis Infrastructure

PROJECT NO.: _____

SOLICIT NO.: RFQ-20-22-AD

CONTRACT NO.: _____

REQUESTED BY: Daphnie Saunders / Comm, Services DATE OF REQUEST: 10/01/2021

PURCHASE ORDER NUMBER: _____

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

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: October 01. 2021

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: October 01. 2021

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: October 01. 2021

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: October 01. 2021

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

RECOMMENDED:

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

ACCEPTED: Axis Infrastructure

By: _____ Date _____
Consultant/Provider

TOWN APPROVAL:

By: _____ Date _____ By: _____ Date _____
Town Manager Town Attorney

Date to Proceed: _____ Cost of STA: \$ _____

Completion Due Date: _____

Date: October 01, 2021

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Technical Support, GIS, and Special Project Management

Overview

STA NO. 1: Technical Support, GIS, and Special Project Management from October 1, 2021 through September 30, 2022

The following services will be provided by Axis Infrastructure:

- 1:**
Planning and Zoning staff, permit reviews, and technical analysis as required by the Comprehensive Plan and Land Development Code.
- 2:**
Coordination with Town departments and staff, advisory boards, and public hearings.
- 3:**
Coordinate special projects, manage Comprehensive Plan and LDC rewrites, manage GIS resources and other assets.

Hourly Breakdown:

Community Development Director Hourly @ 95/hour

Planner Hourly @ 78/hour

Total Cost (of Job): \$125,000.00

EXHIBIT BDate: October 01, 2021COMPENSATION AND METHOD OF PAYMENT FORTechnical Support, GIS, and Special Project ManagementSection 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
# 4	Technical Support Community Development	\$125,000.00	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$ 125,000.00	NTE	

Section 2. ADDITIONAL SERVICES

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

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

Section 3. REIMBURSABLE EXPENSES AND COSTS

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 01, 2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR Technical Support,
GIS, and Special Project Management

Consultant or Sub-consultant Name: Axis Infrastructure
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Development Director	50.00	1.9	95
Planner	31.25	2.5	78

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: October 01, 2021

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR Technical Support, GIS,
and Special Project Management

CONSULTANT OR SUB-CONSULTANT NAME: Axis Infrastructure
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

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

EXHIBIT C

Date: October 01,2021

TIME AND SCHEDULE OF PERFORMANCE FOR

JOB NAME – Fiscal Year 2021 Technical Support, GIS, and Special Project Management

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

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
# 4	Technical Support, GIS, and Special Project Management	Ongoing	Ongoing

EXHIBIT D

Date: October 01, 2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
Technical Support, GIS, and Special Project Management

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

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

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

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

X Supplemental Task Authorization

NO.: STA # 2

CONTRACT/PROJECT NAME: FY21/22 Building Services

CONSULTANT: GFA INTERNATIONAL

PROJECT NO.: _____

SOLICIT NO.: RFQ-20-22-AD

CONTRACT NO.: _____

REQUESTED BY: Daphnie Saunders / Comm. Services DATE OF REQUEST: 10/01/2021

PURCHASE ORDER NUMBER: _____

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

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: October 01. 2021

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: October 01. 2021

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: October 01. 2021

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: October 01. 2021

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

RECOMMENDED:

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

ACCEPTED: GFA INTERNATIONAL

By: _____ Date _____
Consultant/Provider

TOWN APPROVAL:

By: _____ Date _____ By: _____ Date _____
Town Manager Town Attorney

Date to Proceed: _____ Cost of STA: \$ _____

Completion Due Date: _____

Date: October 01, 2021

EXHIBIT A
SCOPE OF PROFESSIONAL SERVICES
FY21/22 Building Services

Overview

STA NO. 1: FY21/22 Building Services from October 1, 2021, through September 30, 2022

The following services will be provided by GFA INTERNATIONAL:

- | | |
|-----------------------------|------------------|
| 1: Building Official | \$105/Hr. |
| 2: Plans Examiner | \$85/Hr. |
| 3: Inspector | \$75/Hr. |

Total Cost (of Job): NTE \$325,000.00

EXHIBIT BDate: October 01, 2021COMPENSATION AND METHOD OF PAYMENT FORFY21/22 Building ServicesSection 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
# 2	FY21/22 Building Services	\$325,000.00	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$ 325,000.00	NTE	

Section 2. ADDITIONAL SERVICES

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

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

Section 3. REIMBURSABLE EXPENSES AND COSTS

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

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 01,2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR Technical Support,
GIS, and Special Project Management

Consultant or Sub-consultant Name: GFA INTERNATIONAL
(A separate Attachment No. 1 should be included for each Sub-Consultant)

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

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: October 01, 2021

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR Technical Support, GIS,
and Special Project Management

CONSULTANT OR SUB-CONSULTANT NAME: GFA INTERNATIONAL
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

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

EXHIBIT C

Date: October 01,2021

TIME AND SCHEDULE OF PERFORMANCE FOR

JOB NAME – Fiscal Year 21-22 Environmental Services

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

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
# 2	FY21/22 Building Services	Ongoing	Ongoing

EXHIBIT D

Date: October 01, 2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
FY21/22 Building Services

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

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

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

1. **Requested Motion:**

Meeting Date: September 9, 2021

Approval of a License Agreement with the Lee County Sheriff's Office for the use of the property located at 1054 Fifth Street (former Ocean Jewels property) as a community outreach center.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

TOWN MANAGER'S ITEMS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

The Town now owns the property located at 1054 Fifth Street. The Lee County Sheriff's Department has expressed interest in finding a temporary location to locate their mobile Community Outreach Center in the vicinity of the Times Square area of Fort Myers Beach.

In addition to the traditional commercial property license agreement, staff has assembled some additional conditions for consideration.

- Appropriate insurance coverage and hold harmless agreement for the Town;
- Town Council approval of trailer wrap/signs or advertising;
- All utility connections to have quick disconnect hardware;
- Removal from Fort Myers Beach in the event of a hurricane watch;
- Lease to be cancellable by either party with 30 day written notice;
- Property is restored to pre-lease condition within 30 days of lease termination.

Attachments:

1. TFMB License Agreement with Lee County Sheriff's Office

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 9/2/2021
Approved - 9/3/2021
Approved - 9/3/2021
Final Approval - 9/3/2021

**LICENSE AGREEMENT
BY AND BETWEEN THE
TOWN OF FORT MYERS BEACH, FLORIDA
AND THE
LEE COUNTY SHERIFF'S OFFICE**

This License Agreement ("License") is made, entered into and effective this ____ day of September, 2021 by and between the Town of Fort Myers Beach, located at 2525 Estero Boulevard, Ft. Myers Beach, Florida 33931, (hereinafter referred to as "Licensor") and the Lee County Sheriff's Office, located at 14750 Six Mile Cypress Parkway Fort Myers, FL 33912, (hereinafter referred to as "Licensee"), and shall set forth the agreement between said parties with regard to Licensee's right to utilize Licensor's real property at 1054 Estero Boulevard, Fort Myers Beach, Florida ("Property") subject to the terms, covenants and conditions set forth herein below.

In consideration of the License granted herein, and the mutual promises, covenants and conditions set forth herein below, the parties agree as follows:

1. **LICENSE:** Licensor hereby grants to Licensee this License to occupy and use the Property legally described on the attached hereto Exhibit A and incorporated herein by this reference. This License shall not be assigned, transferred, or hypothecated, nor may Licensee sub-let to any other third party.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating any relationship whatsoever other than the relationship of Licensor and Licensee, it being expressly understood and agreed by the parties that this Agreement does not create the relationship of landlord and tenant, principal and agent, joint venture between the parties, or any other relation except as expressly provided hereinabove.

2. **LICENSE PERIOD:** The term of the License granted herein (the "Term") shall commence on October 1, 2021 and will terminate July 31, 2022 unless sooner terminated as provided herein. Licensee agrees that Licensor may terminate this License for whatever reason at any time and without cause or penalty by providing thirty (30) days written notice to Licensee. Licensor agrees that Licensee may terminate this License for whatever reason at any time and without cause or penalty by providing thirty days written notice to the Licensor.

3. **PAYMENT:** Licensee will pay a one-time License payment in the sum of \$_____ to Licensor within ten (10) business days of the execution of this License.

4. **PERMITTED USE:** Licensee shall use Property during the Term for the purpose of community outreach center and related law enforcement purposes. Any improvements to the Property or the placement of any structures on the Property shall be subject to Licensor's prior written approval, which approval shall not be unreasonably denied. Licensee shall obtain all required permits from all appropriate permitting authorities, including Licensor, prior to the commencement of any improvements or placement of structures or signage on the Property.

5. PARKING: Licensee shall ensure that there is adequate parking on the Property to accommodate all traffic generated by Licensee's use of the Property. Licensee has the authority to have violators towed pursuant to applicable law(s) at Licensee's discretion.

6. SECURITY DEPOSIT: Waived.

7. COMPLIANCE WITH LAWS: Licensee shall, at its sole cost and expense, comply with all laws, ordinances orders, rules and regulations (state, federal, municipal or any other agency having or claiming jurisdiction) related to the use, occupancy or condition of the Property.

8. ASSIGNMENT: This Agreement, and the rights granted hereunder, are non-assignable and non-transferable by Licensee. Any attempted assignment or other transfer of this License, or sublicense of any rights hereunder, by Licensee shall be null and void, have no effect and confer no rights upon any third party. Subject to the foregoing, the terms and conditions of this License shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors, assigns, heirs, administrators, executors, and representatives.

9. REMOVAL OF IMPROVEMENTS/HURRICANE WARNING: In the event of a hurricane warning, Licensee shall remove all movable items from the Property within forty-eight (48) hours.

10. TERMINATION: Upon the expiration or earlier termination of this License for any reason whatsoever, Licensee shall leave the Property in as good condition as when it was originally delivered to Licensee, and all improvements and personal property shall be removed within thirty (30) days of termination.

11. LICENSORS ACCESS TO LICENSED SPACE: Licensee agrees that Licensor, its agents, employees or any person authorized by Licensor may enter the Property at reasonable times and with prior notice (given the sensitive nature of Licensee's role as law enforcement) for the purpose of inspecting its condition or making repairs or improvements.

12. ENTIRE AGREEMENT: This License contains the entire agreement of the parties. Any representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification in writing signed by the party to be charged. This License supersedes all prior agreements.

13. INSURANCE: Unless self-insured, Licensor shall secure and maintain throughout the duration of this License insurance of such type and in such amounts as required herein. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The name of the insured on all required policies shall be the same as Licensee. If requested by Licensor, the insurance coverage shall be primary insurance with respect to the

Licensor, its officials, employees, agents, and volunteers. The insurance coverage shall include a minimum of:

Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law. If Licensee is exempt from the statutory requirement to maintain Worker's Compensation insurance, it shall indemnify and hold Licensor harmless for employee injury or claims.

Comprehensive Automobile and Vehicle Liability Insurance. If applicable, motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Comprehensive General Liability. Comprehensive general liability coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

Licensee will add Licensor as an additional named insured on all insurance policies applicable under this License. Certificates of Insurance shall be provided to Licensor at the time of execution of this License and certified copies provided if requested. Certificates of Insurance shall include Licensor as additional named insured. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to Licensor before any policy or coverage is cancelled or restricted. If Licensee fails to deliver said certificates to Licensor in the above stated manner, Licensor may cancel this License or, but shall not be obligated to, procure the required policies, and bill the cost directly to Licensee. Licensee agrees to pay the bill within thirty (30) days after it has been received.

14. PUBLIC RECORDS: Nothing herein shall limit or waive Licensee's responsibilities as a Government Agency provided for under Florida's Public Record Laws, specifically, but not limited to Florida State Statute 119.0701. **IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EITHER PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHERRIE MCABEE
DIRECTOR, CENTRAL RECORDS
CMCABEE@SHERIFFLEEFL.ORG 14750 SIX MILE CYPRESS PKWY.
FORT MYERS, FLORIDA 33912
(239) 477-1369**

**AMY BAKER, TOWN CLERK
FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD
FORT MYERS BEACH, FLORIDA 33931
(239) 765-0202**

15. NOTICES: All notices required hereunder shall be in writing and may be delivered by personal service to the other party (in which case such notice shall be deemed delivered as of the day of such delivery), sent by overnight delivery service (in which case such notice shall be deemed delivered as of the date of delivery (or attempted delivery or rejection), or sent postage prepaid by certified mail, return receipt requested (in which case such notice shall be deemed delivered as of the third day after the date of such mailing), to the address set forth to the intended party at:

LICENSOR:

Town of Fort Myers Beach
Attention: Roger Hernstadt,
Town Manager
2525 Estero Boulevard
Ft. Myers Beach, Florida 33931
Tel: (239) 765-0202

LICENSEE:

LeeCounty Sheriff's Office
Attention: John Holloway, Chief of Operations
and Legal Services
14750 Six Mile Cypress Parkway
Fort Myers, FL 33912
Business: (239) 477-1294

16. SEVERABILITY: If any term or provision of this License or any portion of a term or provision hereof or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License shall not be affected thereby, and each term and provision of this License and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

17. CAPTIONS AND TERMS: The captions and section numbers appearing in this License are for convenience only and are not a part of the License and do not in any way limit, amplify, define, construe or describe the scope or intent of the terms and provisions of this License, nor in any way affect this License.

18. UTILITIES & WASTE/TRASH REMOVAL: In the event utilities, waste and or trash removal for Property are collected separately, Licensee shall be solely responsible for contracting for such separately provided service and shall pay all costs directly to the service provider.

19. WAIVER OF JURY TRIAL: Licensors and Licensee hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Licensors against Licensee or Licensee against Licensors on any matter whatsoever arising out of, or in any way connected with this License, Licensee's use or occupancy of the Property, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

20. INDEMNIFICATION: Licensee will indemnify, defend, and hold the Licensors harmless from any and all liability, loss damage, costs expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this License, the performance or breach thereof, or the use or occupancy of the Property, the parking area or other areas of the Property by Licensee or its agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees; and in the event that suit shall be brought against the Licensors, either independently or jointly with the Licensee on account thereof, the Licensee will defend any such suit or suits -including appellate proceedings- at the sole cost of the Licensee; and in the event of final judgment being obtained against Licensors, either independently or jointly with the Licensee, then Licensee will pay such judgment immediately, with all interest and costs thereon, and shall hold Licensors harmless therefrom. In the event Licensee shall fail to defend any such action on behalf of Licensors to the satisfaction of the Licensors, Licensors may, but shall not be obligated to, defend the same by counsel of its choice, the cost of which defense to be borne exclusively by Licensee and paid by Licensee in such intervals and in such amounts as Licensors shall demand.

21. SOVEREIGN IMMUNITY: Notwithstanding, nothing in this License or any attachments, exhibits, amendments or any other document referenced or incorporated in this License is intended to, nor will be interpreted as waiving any rights,

defenses or limitations of liability or damages afforded Licensor or Licensee, nor extending, or expanding Licensor's or Licensee's liability or damages beyond the limits enumerated in Section 768.28, *Fla. Stat.* The enumerated limits will be applicable to all claims and/or defenses including, but not limited to, those arising under contract or tort.

22. GOVERNING LAW: The validity, interpretation and enforcement of this License and any Exhibits incorporated and all claims arising from and/or related to this License as well as all claims between the parties will be exclusively governed by and construed in accordance with the laws of the United States and Florida. Any litigation related to this License in any way, including, but not limited to, enforcement of the terms, rights, duties, and obligations imposed, will lie exclusively in the state or federal courts situated in Lee County, Florida.

The rest of this page is intentionally left blank to allow the parties signatures to be on the following page together.

LICENSOR:

Town of Fort Myers Beach, Florida
Roger Hernstadt, Town Manager
2525 Estero Boulevard
Ft. Myers Beach, Florida 33931

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

Sheriff Carmine Marcene, in his official capacity as Sheriff and on behalf of:
The Lee County Sheriff's Office
14750 Six Mile Cypress Parkway
Fort Myers, FL 33912

By: _____

Name: _____

Title: _____

Date: _____

1. **Requested Motion:**

Meeting Date: September 9, 2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, INVOKING ZONING IN PROGRESS; DECLARING THE TOWN IS CONSIDERING AMENDING ITS LAND DEVELOPMENT CODE BY ADOPTING REGULATIONS LIMITING THE SIZE OF SINGLE-FAMILY HOMES BUILT ON ONE OR MORE LOTS ASSEMBLED FOR THAT PURPOSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

To invoke zoning-in-progress.

What the action accomplishes:

Invokes zoning-in-progress. Zoning in progress is a legal status that is created when a change to a local government's zoning code is proposed. The purpose of zoning in progress is to prohibit development that will not conform to the proposed changes. Because this status does not require final legislative action by the governing body of the local government, it either expires upon the failure of the governing body to adopt the proposed legislation, or becomes law upon adoption of the changes. In most municipalities, zoning in progress is invoked by the method prescribed by the common law. The local government announces its intention to change the zoning code. At that time, the proposed changes are enforceable against new zoning applications not yet filed with the local government. All existing applications continue to be governed by the law in effect at the time the application was originally filed.

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

At the Town Council's last M&P meeting, staff was directed to draft a proposed Resolution invoking zoning-in-progress concerning the construction of single-family residences with "large building footprints" on one or more lots assembled for that purpose.

Attachments:

1. 21-42, Resolution 21-42 re Invoking Zoning-In-Progress(126000246.2)-C

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 9/3/2021
Approved - 9/3/2021
Approved - 9/3/2021
Final Approval - 9/3/2021

RESOLUTION 21-42

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, INVOKING ZONING IN PROGRESS; DECLARING THE TOWN IS CONSIDERING AMENDING ITS LAND DEVELOPMENT CODE BY ADOPTING REGULATIONS LIMITING THE SIZE OF SINGLE-FAMILY HOMES BUILT ON ONE OR MORE LOTS ASSEMBLED FOR THAT PURPOSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town is considering the adoption an ordinance limiting the size (e.g., building footprint) of single-family homes on one or more lots assembled for that purpose (“Pending Ordinance”); and

WHEREAS, the Town desires to invoke zoning-in-progress until such time as it adopts the Pending Ordinance, and places all parties on notice that it is considering such regulations and that parties who are applying for a single-family building permit or site plan approval in the Town will be reviewed for compliance with such changes.

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

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

Section 2. The Town hereby invokes the doctrine of zoning-in-progress in order for Town staff to prepare the Pending Ordinance, and directing Town staff that no residential building permit, of any kind shall be issued that would result in the nonconforming or unlawful use of the subject property should the Proposed Ordinance be adopted. Parties seeking building permits or site plan approval and building permits for the construction of single-family homes within the Town shall be subject to the regulations adopted by the Town, provided such regulations are adopted within the next one hundred twenty (120) days. All affected property owners are placed on notice that any building permit or site plan application for the construction of a single-family home within the Town shall be subject to review pursuant to the requirements of the Pending Ordinance.

Section 3. The adoption of this Resolution shall be evidenced by placement, in a newspaper of general circulation within the Town, of an advertisement within two weeks after adoption of this Resolution. A copy of this Resolution shall also be posted at Town Hall for the next one hundred twenty (120) days.

Section 4. This Resolution shall become effective immediately upon its adoption. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this 9th day of September 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

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

1. Requested Motion:

Meeting Date: September 9, 2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING UPDATED TOWN COUNCIL POLICIES AND PROCEDURES MANUAL; AND PROVIDING AN EFFECTIVE DATE

Why the action is necessary:

Town Council approval is required to approve an updated Town Council Policies and Procedures Manual.

What the action accomplishes:

Adopts an updated Town Council Policies and Procedures Manual

2. Agenda:

COUNCILMEMBERS ITEMS AND
REPORTS

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

5. Background:

At the Town Council's last M&P meeting, it was the consensus of the Town Council to further modify and update the Town Council's Policies and Procedures Manual and bring forth the updated Manual for Town Council approval at its first meeting in September.

Attachments:

1. 21-43, Town Council Policies and Procedures Manual JRH DRAFT(124774375.1)-C (002)

Financial Impact:

6. Alternative Action

7. Management Recommendations:

Approve Resolution 21-43

8. Recommended Approval:

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

Created/Initiated - 9/3/2021
Approved - 9/3/2021
Approved - 9/3/2021
Final Approval - 9/3/2021

RESOLUTION NUMBER 21-43

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF FORT MYERS BEACH, FLORIDA, APPROVING
UPDATED TOWN COUNCIL POLICIES AND
PROCEDURES MANUAL; AND PROVIDING AN
EFFECTIVE DATE**

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

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

WHEREAS, the Town Council previously adopted a Policies and Procedures Manual for Town Council and has revised such Manual from time to time; and

WHEREAS, the Town Council has determined that it is in the best interest of the health, safety, and welfare of the residents of Fort Myers Beach to update the existing Policies and Procedures Manual for Town Council.

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

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

Section 2. The Policies and Procedures Manual of Town Council, as amended and attached hereto as Exhibit "A", is hereby adopted by the Town Council of the Town of Fort Myers Beach.

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

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

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

ADOPTED this 9th day of September 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

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

EXHIBIT “A”

**Town of Fort Myers Beach Town Council
Policies and Procedures Manual
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1. Introduction

This Town Council Policies and Procedures Manual is for the purpose of helping the Council Members in the discharge of their duties. They are intended to be guidelines, not “rules” on how to conduct business. Town Council may vary from these policies and procedures on a case by case basis by a majority vote. As the Town Council continues to discover situations that are unique to Fort Myers Beach, it will want to update and amend this manual. Experience may show that some of these policies and procedures need to be modified or eliminated and new ones adopted.

By adopting this manual, members of Council will find in one handy reference, answers to policy and procedure questions that come up from time to time. By having an agreed-upon guide, members of Council also may develop common expectations on proper conduct of Council meetings, dealings with the public, and the roles of Town staff and committees.

This manual should be used in conjunction with the Town Charter, Comprehensive Land Use Plan (Comp Plan), Land Development Code (LDC), Code of Ordinances, and the annual budget as necessary. In the event of a conflict between this document and Florida statutes, Town Charter or other Town guiding documents, such other document shall prevail over the language in the Policies and Procedures manual.

2. Town Council Mission and Job Description

Mission:

To legislate and police the powers of the Town, including establishing boards, commissions and committees; to perform all duties and obligations imposed on the municipality by law; to insure by strategic planning and clear policies that the unique and natural characteristics of the island are preserved; to supervise the Town Manager and Town Attorney; to perform all actions for the welfare of the residents, owners, businesspersons, and guests of the Island in adherence to the Town Charter, State and Federal Law.

Functions, Powers and Duties:

- Review and interpret the Comprehensive Plan and conduct public hearings as needed to make changes.
- Review and interpret the Land Development Code and conduct public hearings as needed to make changes.
- Conduct hearings regarding land use matters.
- Introduce and approve Charter Amendments for adoption by referendum.
- Appoint a Town Manager.
- Appoint a Town Attorney.
- Introduce and enact ordinances.
- Introduce and adopt resolutions.

- Review and adopt the Operations and Capital Improvement budgets.
- Review and approve budget amendments.
- Create Special Assessment Districts as may be needed.
- Establish advisory committees as needed.
- Review and approve inter-local agreements.
- Review and approve contracts with the Town above the threshold limit allowed to Town Manager.
- Elect a Mayor and Vice Mayor.
- Perform any other duties that are lawfully defined by the Charter and Florida statutes.

Council Member Requirements:

- File a Statement of Financial Interests and Ethics Training (Form 1) with the Lee County Supervisor of Elections every year.
- Complete and file Form 1F – Final Statement of Financial Interest, within 60 days of leaving office.

3. How Town Council Will Operate

Code of Conduct:

Recognizing that persons holding a position of public trust are under constant observation, and recognizing that maintaining the integrity and dignity of the public office is essential for maintaining high levels of public confidence in our institutions of government, every member of the Town Council pledges to adhere to the following CODE OF CONDUCT:

1. Regularly attend all scheduled meetings of the Town Council as well as special or called meetings relevant to the office.
2. Regularly attend all scheduled meetings of outside committees of which they are a member of.
3. Prepare for each meeting.
4. Create a positive environment in meetings of Town Council.
5. Maintain an attitude of courtesy and consideration toward business owners, residents, visitors, colleagues, and staff during all discussions and deliberations.
6. Allow business owners, residents, visitors, colleagues, and staff sufficient opportunity to present their views within the prescribed rules for conduct of meetings of Town Council.
7. Avoid the use of abusive, threatening, or intimidating language or gestures directed at business owners, residents, visitors, colleagues, or staff.
8. Avoid comments, body language or distracting activity that conveys a message of disrespect and lack of interest.
9. Respect all local, state, and federal laws, rules, and other regulations.

10. Submit completed financial disclosure forms to the Lee County Supervisor of Elections by the specified deadline.
11. Publicly acknowledge the adopted position when asked about a decision of Town Council.
12. Read the Town Comprehensive Plan and follow its directives in all decision-making processes for the Town.
13. Follow the procedural and substantive requirements of the LDC.

Code of Ethics:

Members should ethically serve the public interest by making decisions and taking actions that will enhance the public health, safety and welfare of the region and the residents served by the Town Council and by promoting public confidence in the integrity, independence, ability and impartiality of Town Council.

1. Members shall not convey the impression that they can influence the outcome of a decision of Town Council and shall not attempt to use their office to influence or sway the professional staff recommendation.
2. Members shall discharge their duties and responsibilities without favor or prejudice toward any person or group. Members should not allow personal or business relationships to impact upon their conduct or decisions in connection with Town Council business and shall not lend their influence towards the advancement of personal interests or towards the advancement of the interests of friends or business associates.
3. Members shall avoid creating the appearance of impropriety by refraining from engaging in private discussions with an applicant – or their representatives about specific upcoming Town Council quasi-judicial agenda items without declaring ex parte communication. If a member receives a private written, telephonic, electronic and/or digital communication about an agenda item, the member will promptly forward the information to the Town Manager and the Town Clerk, or to the member's Town e-mail account so that it may be shared with all other members and filed with the Town official records to comply with the Public Records Law requirement. Any private written, telephonic, electronic, and/or digital communication about an agenda item, must be submitted to the Town Clerk prior to the commencement of the Town Council meeting at which the agenda item is discussed or it cannot be mentioned or read by any member unless it pertains to an emergency situation (example: audio or video feed of Council meeting not working properly).
4. Members shall refrain from any private discussion of Town Council business with other members per the requirements of Florida's Government-in-the-Sunshine Law, Chapter 286, Florida Statutes.
5. Members shall not accept or solicit a gift, loan, payment, favor, service, promise of employment or business contract, meal, transportation or anything else of value, if such thing is given with the understanding or possibility that it will influence the official action of the Members during Town Council proceedings. Florida law prohibits the spouse or

minor child of that member from soliciting or accepting these as well, and the Member shall be vigilant in ensuring compliance from those family members.

6. Members shall refrain from participation in any proceeding in which their impartiality may reasonably be questioned. A member whose personal employment or business relationship with a person or entity that is subject to a recommendation of Town Council shall seek the advice and counsel of the Town Attorney, if such relationship could conceivably influence the members' impartiality during Town Council discussion of the subject. The provisions of Chapter 112, Florida Statutes and the Code of Ethics for Public Officers and Employees, shall govern conflict of interest determination.
7. Members shall remain vigilant against deviations from Town Council policies and procedures.

As a legislative and quasi-judicial body, Town Council must be ever cognizant of the important legal requirements of due process and equal protection. These principles are derived from the United States Constitution, the Constitution of the State of Florida, and Florida Statutes, the Town Charter, Town code and LDC, and apply to legislative and quasi-judicial actions. The legal requirement for due process is separated into two prongs: substantive due process and procedural due process. The principle of substantive due process requires the benefits of a given regulation be within the scope of governmental authority, i.e., health, safety, morals, or general welfare, and that the regulations be accomplished in a rational manner, i.e., not be arbitrary or capricious. This is a principle of fundamental fairness in the substance of a given regulatory scheme or provision.

The other due process prong, procedural due process, requires a fair method of adjudicating the rights of property owners, requiring notice and an opportunity to be heard by an impartial decision maker. In legislative matters, this requirement is derived from Florida Statutes, the Town Code and LDC that provide the type and period of notice depending on the nature of the property interest subject to regulation at a public hearing. Quasi-judicial decisions have an underlying Constitutional requirement for procedural due process.

Equal protection limits governmental regulation from establishing irrational classifications, protects the rights of suspect and quasi-suspect classes, and assures against the exercise of fundamental or important rights of persons in ways different from others. Key overarching principles to keep in mind are that every person must be treated equally and reasonably by the quasi-judicial or legislative substance and process and that decisions and recommendations be deliberated in an open process with adequate notice and allowance for participation of affected parties. Reasonable, consistent, and timely notifications in quasi-judicial matters to be heard by the Town Council provide an applicant and other parties potentially affected by a requested decision these fundamental protections.

Assignment of a Town Council Representative:

Town Council may choose to assign a member to lead a project or assess an issue. The Town Council Representative, or often called a "Point Person" may be assigned to do fact-finding and/or research, recommend a course of action and report back to Town Council for direction. Final decisions are made by a majority of Town Council.

Sunshine Issues:

Members of Town Council and all Town advisory committees, boards and agencies are subject to the Sunshine Law (F.S. 286.011). This means that any gathering of two or more members of the same advisory committee, board or agency must comply with all the Sunshine Law requirements if they participate in any discussion, directly or indirectly, regarding any matter where there is known or could be foreseeable action taken by communication through a spouse or other go-between.

Town Council members cannot engage in discussions with each other (directly or indirectly) at outside meetings such as the Chamber of Commerce or civic groups regarding any matter on which it is known or foreseeable that action may be taken, unless the Sunshine requirements are met. These rules apply equally to any gathering, formal or casual, such as a Rotary Club (or other business or fraternal club gathering), fund-raiser, etc. They also apply to social events and functions unconnected to the advisory committee, such as a neighbor's backyard barbeque. They also apply to casual discussions between or among members coming in the door for the committee meeting, at breaks during the meeting, and going out the door after the meeting. Every component of the decision-making process must occur in the Sunshine.

The penalties for violating the Sunshine law are severe and can include criminal and civil sanctions. The process of investigation of Sunshine violations is always unpleasant, embarrassing, and expensive, even if the person is ultimately cleared.

Email and Texting Policy:

Email and texting are convenient ways to communicate with staff, Town Council, residents, and others. However, it presents unique legal and ethical challenges. All email and texts regarding Town business must be properly retained as a public record. Furthermore, any email or text regarding an issue that will come before Council in a quasi-judicial hearing must be properly disclosed as an ex-parte communication as appropriate. Council members must be vigilant to not accidentally violate Sunshine Law requirements. Emailing or texting anyone stating a position on an issue that will come before Town Council is particularly risky. Email and text actions to avoid include:

1. Sending an email to another Council member with anything that could be construed as a position.
2. Copying another Council member on a response to an email sent by a resident, staff member or other person.
3. If another Town Council member's email is inadvertently forwarded to you, respond to the sender recognizing its inadvertent nature, the fact that it is a Sunshine issue and retain a copy of your response.

Florida has a very broad public records law. Most written communications to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email and text communications and email address and mobile phone number may

be subject to public disclosure. (This statement must be included in the closing of any email regarding Town business).

Public Records:

It is the policy of the State of Florida that municipal records shall be open for personal inspection by any person (s. 119.01, F.S.). To that end, the Legislature has enacted the Public Records Law (Ch. 119, F.S.), which contains requirements that public records, as defined in s. 119.011, F.S., be made available for public inspection, they be kept in usable condition, they be kept in safe places, they be kept in convenient places, and copying of records be provided at reasonable costs. A public record is “any material prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type.”

Council members’ responsibility is to ensure their own public records are properly handled and preserved, and to see that the law is adhered to by all employees of the Town. The Town Clerk has been assigned the responsibility of being the custodian of public records. Council members must further understand that their public record must be retained even after leaving office.

Any use of personal email accounts for government business is allowed, but for a council member’s own protection, it is suggested that these be copied to their Town email account for proper retention. Materials prepared for Town Council meetings, hearings, minutes, and workshop will already be managed by the custodian of public records and do not need to be retained by the Council member. If there are any questions on retention of a particular document, consult with the custodian of public records and/or the Town Attorney before destroying.

4. Training Materials and First Meeting

Training Materials:

The Town Clerk will provide each new member of the Town Council with copies of:

- Town Charter.
- Comprehensive Plan.
- Land Development Code.
- Code of Ordinances.
- Florida Code of Ethics.
- Florida Sunshine and Public Records Laws.
- Emergency Operations Plan.
- Town Council Policies and Procedures Manual.
- Local Planning Agency Policies and Procedures Manual.
- Town Personnel Manual.
- Town Purchasing and Procurement Manual.
- Other materials as determined by the Town Attorney, Town Manager and Town Council members.

As part of a Council member's orientation, they will be provided a tour of the Town facilities with introductions with all staff members. Pursuant to state law, all Council members must complete 4 hours of ethics training each calendar year, which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of the State of Florida.

Training Recommendations:

- Successful completion of all courses required by the National Incident Management System (NIMS).
- Florida League of Cities, Inc., Institute of Elected Municipal Officials (IEMO) Basic Course.
- Making Good Planning Decisions.
- Hands-on Emergency Operations Training.
- Other courses as determined by the Town Attorney, Town Manager and Town Council members.

Election of Officers:

At the first meeting after the second Tuesday in November, the Council's Mayor and Vice Mayor will be chosen. Each Council member may nominate a person for each of these positions. A second is not required. The voting procedure will be agreed upon in advance.

Outside Committee Representation:

Coastal Heartland National Estuary Program – www.chnep.org

Meetings: The Policy Committee meets the third Monday every other month at 9:30 am*.
Mission: The CHNEP is a partnership that protects the estuaries and watersheds from Venice to Bonita Springs to Winter Haven. This partnership gives citizens, elected officials, resource managers, and commercial and recreational resource users in the 4,700-square mile study area a voice to address diverse resource management concerns including fish and wildlife habitat loss, water quality and water flow. The watershed in the study area includes all or parts of Lee, Charlotte, Sarasota, Manatee, Polk, Hardee and DeSoto counties.

Coastal Advisory Committee – www.lee-county.com

Meetings: Last Monday of each month at 9:30 am.*
Mission: The Council's charge is to advise the Board of County Commissioners, staff and the various related advisory boards when proceeding with a project affecting beach and shoreline preservation regarding the proper methods in helping to conserve the Beaches of Lee County.

Horizon Council – www.lee-county.com/business

Meetings: First Friday of each month*

Mission: The Horizon Council is the advisory board to the county commission on economic development issues. This unique public-private partnership is made up of 62 members from government, education, business, and community organizations. Established in 1991, the mission of the Horizon Council is to:

- Work toward improving the business environment in Lee County; and
- Retain and encourage the expansion of existing businesses; and
- Attract new and diversified employment to the area

Human Services Council – www.lee-county.com

Meetings: Third Tuesday of each month*

Mission: The Council will ensure the efficient delivery of community health and human services through:

- Communication
- Coordination
- Strategic Planning
- Innovation
- Integration and collaboration
- Measurable Outcomes

Metropolitan Planning Organization – www.mpo-swfl.org

Meetings: Third Friday of each month at 9 am*

Mission: The MPO is responsible for conducting a continuing, cooperative, and comprehensive transportation planning process for all of Lee County. It must plan for the movement of both people and goods within the county by all modes of travel – including highways, public transportation, bicycles, and foot. It also plans for the connections (such as airports, seaports, or bus, railroad, and pipeline terminals) linking these modes or tying us to the rest of the world.

The MPO sets priorities among surface transportation improvement projects within Lee County for state or federal funding. To be eligible for federal funds, federal law requires that the MPO endorse a transportation improvement program identifying the projects to be done over the next few years.

Southwest Florida Regional Planning Council – www.swfrpc.org

Meetings: Third Thursday of each month at 9 am*

Mission: The Southwest Florida Regional Planning Council is a locally formed regional planning agency serving six counties: Charlotte, Collier, Glades, Hendry, Lee, and Sarasota. Its mission is to protect and improve the region's physical, economic, and social environment. The agency is directed by a thirty-four-member Council composed of local elected officials and gubernatorial appointees. The activities of the Southwest Florida RPC can be classified into three major areas: long range planning, tactical planning, and transportation planning.

Estero Bay Agency on Bay Management – www.swfrpc.org/abm.shtuil

Meetings: Second Monday of each month at 9:30 am*

Mission: Its directive is to make comments and recommendations regarding the management of Estero Bay and its watershed. The ABM collects and maintains data and it reviews and comments to regulatory agencies on issues affecting the watershed

*Meeting times are subject to change.

5. Town Advisory Committees, Boards and Agencies Standing Advisory Committees

Council Selection of Advisory Board, Agency, and Committee Members:

Residency: Except as required by Town Charter, Town Ordinance or Florida statute, residency on Fort Myers Beach will not be a requirement for nomination or election to a committee, commission, or board of the Town.

Advertising: All advisory committees are listed on the Town website. Information included will be the committee mission, current projects, when the committee meets and current members on the committee and whether submission of an annual Form 1 (Financial Disclosure) is required by the Florida Commission on Ethics.

Openings: In the event of an opening for an advisory board or committee, Town staff will list the opening on the website with a date when applications must be submitted to the Town Clerk for consideration by Town Council. Whenever possible, committee selection will be scheduled 30 days after proper notification. Advertising in local newspapers can be considered if approved by the Town Manager. Committee candidates will be encouraged to appear for interviews during the selection process.

Preliminary matters: The Council should decide how to go about voting prior to any voting taking place and decide the number of members on a committee ahead of time.

Voting:

1. Each Council member picks his selections, marking no more than the total number of seats available (or writes the names down), and initials his ballot.
2. Those receiving the most votes are selected to seats available.
3. If there is a tie for any number of seats still left open, there will be a runoff consisting only of the persons who are tied. A variation on this method of voting is that after the first ballot, if there is a tie which prevents all of the seats from being filled, the runoff would consist of all of the un-selected candidates, not just the ones involved in the tie.
4. The ballots are given to the Town Clerk, who conducts the tallying and announces the results.
5. Once all selections are made, Council adopts a motion containing the new members' names.

Effective Date of Appointment and Follow Up:

Newly appointed advisory board, agency and committee members who are required to file a Financial Disclosure Statement, will be notified of the disclosure requirements no later than the date of appointment. The Town Manager or designee is responsible for such notification. These appointments should be made effective as of some future date, so that there is sufficient time to provide the required notification. For convenience, the notice could be accompanied by a copy of the required disclosure forms, which are available from the Supervisor of Elections or on-line from the Florida Commission on Ethics (<http://www.ethics.state.fl.us/>)

Ad Hoc Committees:

Town Council has the authority to form ad hoc committees requesting participation by volunteers. Ad hoc Committees can be used at Town Council's discretion to address specialized and or short-term Town issues.

The mission, specific objectives, expected products, membership and timelines of an ad hoc committee should be clearly stated and agreed to by Town Council. One Town Council member will be an ex-officio member of each ad hoc committee. Where possible, an attempt will be made to have a balanced committee membership. Minutes or verbal reports will keep Town Council informed on a regular basis. A final report will document findings and recommendations and will be presented at a Town Council meeting or workshop.

Ad hoc committees are subject to the public records laws, sunshine laws, quorum, and statutory ethical requirements. It is the Town's responsibility to ensure that each committee member is educated on these issues.

Outline of Committee Orientation Material:

- Meeting Requirements
 - Notice
 - Location Requirements, such as ADA compliance
 - Agendas
 - Quorum
- Sunshine Requirements
- Public Records Requirements
- Statutory Ethical Requirements

6. Meeting Preparation and Planning

Meeting Schedule:

Regular meetings of Town Council may be found on the website calendar. Management and Planning meetings (M&Ps) are work sessions and are scheduled to discuss financial issues for the Town. Workshops special, continued, or rescheduled meetings will be determined by consensus of the Town Council members, the Town Manager and Town Attorney.

Source of Items:

Items for Town Council agendas are generated by requests and/or legislation (ordinances or resolutions) from members of Town Council prepared by the Town Attorney, requests and actions from the Local Planning Agency, continuations from previous council meetings, in addition to anything Council members, the Town Manager or Town Attorney may wish to have included. Some of these inquiries are routine and can be handled by staff because Town Council policy and procedures have been previously approved which apply.

When an item arises that requires Town Council action either to make a decision or to direct staff or the Town Attorney how to proceed it will appear on the agenda identified as a Council member's request or as an item under the Town Manager's section of the agenda which is the "catch all" for miscellaneous items, or Town Attorney's section, as appropriate. For an item to appear on an agenda, at least two Council members must agree and shall direct the Town Manager to do so, provided time schedules allow. (Note the agenda preparation timetable below).

Whenever possible, any material written and distributed by Council members as part of the agenda should be included in Council members' packets – allowing ample time for review. This preserves the integrity of the seated Council, conforms to the Florida Public Records law, and lessens the opportunity for misunderstandings and miscommunication. No significant Town staff or Town Attorney time will be spent on an agenda item requested by an individual Council member without advance approval by a majority of the Council. Written requests to be placed on a Council agenda from the public should be submitted directly to the Town Manager. Agenda Management is reviewed at each Town Council meeting.

Timetable and Preparation Process:

A draft agenda will be sent to Town Council for review and comment within 24 hours. The Town Council chair may modify the order of the agenda subject to the approval of the Town Council. Absent an emergency or pressing need, by close of business on the Wednesday prior to the next regular Council meeting, a packet including the finalized agenda and supporting material will be placed in the Council members' mailboxes and placed on the Town website.

The Council members' packets include complete documentation for agenda items (actions required, implications, backup information, memos, ordinances, resolutions, etc.). A sincere effort is made to see that Council packets are complete; if something is not available, a written explanation will be provided. Generally, items requiring documentation (recommendations, memos, ordinances, resolutions, etc.) will not be included on an agenda until the documentation is complete.

The agenda is posted at Town Hall and on the Town website. Meetings may be announced in local newspapers. Hearing notices will be advertised as required by law and may be provided as a service to local newspapers. Occasionally an item comes up late and may be placed on an amended agenda, or as an "add on" (added too late to be included on the published agenda). Such additions should be an exception.

Continued Hearings and Legislative Issues:

It is the goal of the Town Council to complete a hearing during the scheduled meeting. If additional time is required and the hearing must be continued to a later date, any Town Council member who missed the initial hearing should attempt to review the DVD prior to participating in the continued hearing or legislative discussion and resolution. If the applicant submits new information or modification(s) to previously submitted information at the hearing, or immediately prior to the hearing, the Town Council shall consult with the Town Manager and the Town Attorney to determine if a continuance of the hearing is appropriate and proceed accordingly. Nothing contained in this section shall be construed to limit the Director's discretion to defer or continue the public hearing as set forth in LDC Section 34-213(3).

Attendance Policy:

The Charter states "A member of Council may forfeit the office, if the member: (d) Misses three consecutive regularly scheduled council meetings without an excused absence." This statement recognizes that because of the significant meeting preparation required by staff, applicants, and other supporting personnel, it is important that a quorum of the Town Council members be present for all noticed meetings. The Town Manager should be notified of a planned Council member's absence as soon as known. The Town Manager or designee will notify the Town Attorney and Mayor. It is important that the Town Council know that it will have a quorum of its members prior to notification of a meeting/hearing. Work session attendance is equally important because they are where information is shared, and issues resolved before putting the item on an agenda of a regular meeting for a vote.

Participation by Videoconference:

A Council member may participate in a Town Council meeting via videoconference if one of the following conditions is met:

1. There is a medical reason for unavailability, or
2. Permission is granted from the Council for an "extraordinary circumstance."
3. An emergency order or executive order authorizes the use of communications media technology, as provided in s. 120.54(5)(b)2, F.S.

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

7. Meeting Procedures

Generally, the Order of Agenda Items:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Approval of Final Agenda

5. Proclamations, Recognitions and Awards
6. Public Comment (Any issue can be discussed, but if an agenda item is addressed, the speaker cannot comment at the time such agenda item comes up. For testimony to be considered for a public hearing, it must be made during the hearing).
7. Approval of Minutes
8. Consent Agenda
9. Advisory Committee Items and Reports
10. Public Hearings of proposed ordinances (At conclusion of hearing, requires motion and roll call vote)
11. Administrative Agenda
 - a. Introduction of proposed ordinances (Requires a motion and a majority vote for scheduling the hearing).
 - b. Resolutions (Requires a motion and vote for passage)
 - c. Unfinished business (Items from previous agendas scheduled by Town Manager – should be listed separately on the agenda)
12. New business (Scheduled by the Town Manager, should be listed separately)
13. Final Public Comment (not limited to agenda items)
14. Town Manager's Items and Reports
15. Town Attorney's Items and Reports
16. Council Members Items and Reports
17. Agenda Management (generally addressed during Council work sessions)
 - a. Topics for upcoming regularly scheduled meetings
 - b. Planning and scheduling of Management and Planning, and other work sessions
18. Review New Actions from Meeting
19. Adjournment (Requires a motion and vote – no second is required. It is a privileged motion allowing no discussion before vote)

Conduct of Council Meetings:

- The Mayor will conduct Council meetings, and in the Mayor's absence the Vice Mayor will do so.
- The Town Clerk shall deliver a nondenominational invocation.
- Robert's Rules of Order shall be the reference for parliamentary procedure governing the conduct of Town Council meetings when not in conflict with the Town Charter, Town Ordinances, Florida Statutes or these Policies and Procedures. It is not intended that Council meetings be unnecessarily formalistic, but rather that parliamentary procedure will be invoked only when necessary to facilitate the business of the meeting.
- All participants and audiences at Town Council meetings are expected to exhibit common courtesy and proper decorum. No personal attacks will be tolerated. The Chair may request that someone who is being disruptive be removed from chambers.

- Individuals wishing to speak during the Public Comment times are requested to (1) fill out an index card (available in the meeting room) indicating their name and the topic they will address and (2) give that card to the Clerk prior to the start of the meeting. When recognized by the Chair, the speakers will advance to the podium and state their name for the public record.
- Public Comments will generally be limited to three minutes per speaker. The Chair may modify the three-minute limit with approval by vote of the Council. The Public Comment times are intended as opportunities for interested parties to present their viewpoints to the Council members. They are not intended as question-and-answer sessions or as dialog with the Council. Response to questions and/or clarifications requested during public comment may, with the approval of Town Council, be answered immediately if there is a straight-forward, short answer, directed to the appropriate person for response at a later time or placed on an agenda for a future Council meeting.
- After a proper motion and second, discussion by the Council members shall be limited to agenda items with expression of ideas, facts, and conclusions. No member will speak twice on the item until all others who want to speak have spoken.
- The discussion by Council members is intended as an opportunity for Council members to share their viewpoints with each other. Since this opportunity does not exist outside of Council meetings under the Florida Sunshine Law, this is the primary purpose of this time and it generally should not be used to obtain information from the Town Manager or Town Attorney, which could be obtained outside of the Council meeting. While there is no time limit or censorship on comments, Council members should take into consideration the total time available in the meeting for the published agenda and the time allocated for the specific item in the agenda.

Any Council member may present resolutions. They are reviewed by the Town Attorney and require a motion and a vote.

Rules of Civility:

The Town of Fort Myers Beach Town Council recognizes that public discourse is essential to the democratic system of government. It also embraces civility in public deliberations. Rules for Council discussion and public participation while conducting meetings and workshops are as follows:

1. Speakers are permitted to deliver his or her comments without interruption, absent inappropriate language, conduct or personal attacks.
2. Speakers and debates should focus on issues, not on persons or personalities.
3. Persons are encouraged to participate in the governmental process.
4. To allow time to hear all points of view, speakers are allotted 3 minutes.
5. Sidebar discussions while others are speaking are discouraged in Council Chambers. These discussions are to be removed from the chambers so as not to be disruptive to those conducting and following Council business.

6. Only the speaker recognized by the Chairperson has the floor. Speakers should identify themselves for the record. Speakers should utilize the microphone so that their comments can be recorded.
7. We seek to understand one another's points of view.
8. Anger, rudeness, ridicule, impatience, and lack of respect for others are not acceptable behavior. Demonstrations in support or opposition to a speaker or idea such as clapping, cheering, booing, or hissing or intimidating body language are not permitted in Council Chambers or workshop facilities.
9. We should all take initiative to make things better. Our goal is to foster an environment which encourages a fair discussion and exchange of ideas without fear of personal attacks.
10. No use of profanity will be tolerated.
11. Any email or other digital or internet platform used to communicate with the Town Council, individual members of the Town Council, Town Manager, Town Attorney, or Town staff that contain personal attacks, offensive language or slurs; that are belligerent, sarcastic, accusatory or unsigned shall be deemed non-compliant with these "Rules of Civility." Such communications place absolutely no obligation upon Town Council Members, the Town Manager, the Town Attorney or Town staff to respond.

Minutes:

Notes will be taken of all meetings and work sessions. The notes are then transcribed into summary minutes that become the written record of subjects discussed, conclusions reached, actions taken, and assignments given. The minutes include the names of all those participating in the meeting including Council members, staff, the Town Attorney, applicants, their attorneys and witnesses, and people who offer public comments. The minutes also serve as a record of motions and votes on all Council decisions.

Once completed, the minutes are provided to Council members for approval at their next meeting. The approval of the minutes is intended for Council members to accurately document the proceedings of the Town Council. Before moving approval, the minutes should be amended, if necessary, to portray more accurately what occurred at a Council meeting. This time is not intended for comment or discussion on what should have or should not have been done, but rather to document what was done. Once approved by Council, the original is filed in a secure file and a copy is placed on the Town's web page.

Video and/or audio recordings when made are available at the request of the public or anyone who wishes to listen to the meeting or a portion of the meeting. The original video and audio recordings are stored in a secured area for safekeeping. Any request for production of a verbatim transcript, in whole or in part, of any meeting, workshop or other function of the Town Council or any Town committee thereof by Town staff or paid for by the Town shall require prior consent of the Town Council, except for such requests as are initiated by a court of competent jurisdiction or quasi-judicial officer in the proper exercise of its powers. Video and audio recordings are only the legal record in the absence of approved minutes.

Council Members Items and Reports:

Items and Reports time is set aside for Council Members to report on activities of interest to fellow members, staff, and the public. Council Members are encouraged to send as much information as possible prior to the meeting. Unless an issue is time sensitive, the item will be placed on a future agenda if a vote is required.

Agenda Management:

The Town Manager is responsible for compiling and distributing a schedule of future meetings and work sessions.

Action List:

The Town Manager is responsible for compiling and distributing a list of action items that includes a short status and expected date of completion.

How Voting Order is Established for Roll Call Votes:

The voting order for calling the roll on Town Council votes shall be conducted at the direction of the Town Clerk. Votes on ordinances require a roll call vote; any Council member may call for a roll call vote on any motion before the Council.

Voting Conflicts:

Florida Statute has very specific rules regarding voting conflicts. If a Town Council member has a voting conflict, he/she must disclose that conflict in writing prior to the meeting in question and this disclosure must be publicly read. A form is available from the Town Clerk. The rules also contain an exception for disclosure at the meeting itself. A Town Council member is permitted to participate in the discussion but cannot vote on the subject. The specific rules are set out in s. 112.3143(3)(a), F.S. as amended, quoted below:

“(3)(a) No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer’s interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.”

NOTE: s. 112.3143(b) F.S. defines “relative” as follows: “any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

Guidelines for Legislative Hearing Procedures:

1. The Chair opens the hearing.
2. Staff presents Affidavit of Publication or copy of the legal advertisement from the newspaper of record when available, which shall become an exhibit to the hearing's resulting ordinance or resolution.
3. The Chair or Town Attorney reads the ordinance or resolution title.
4. Staff and/or the Town Attorney present(s) a brief overview of the ordinance or resolution.
5. Public input is taken. Unless otherwise specified by state law, Code of Ordinances, or LDC only ordinances require public input.
6. Public input is closed
7. Town Council members ask questions, if any, of staff/Town Attorney
8. Town Council members discuss ordinance or resolution, including changes, deletions, etc.
9. A motion is made and seconded to either pass the ordinance or resolution as is, or with modifications, or to take some other action.
10. The motion is discussed and voted upon, with roll call voting as appropriate. Upon consideration and passage of all appropriate motions, the Chair declares the hearing on the ordinance or resolution to be concluded, continued, tabled, or other action in conformity with the motion.

Notes: There is no ex parte disclosure for legislative hearings.

Members of the public are not sworn in.

Generally, there is no discussion between Town Council and public.

The above is intended as a guide and the Council may conduct the legislative hearing utilizing another procedure, so long as due process requirements are met.

Guidelines for Quasi-Judicial Land Use Hearing:

1. The Chair opens the hearing.
2. Staff present Affidavit of Publication or copy of the legal advertisement from the newspaper of record when available, which shall become an exhibit to the hearing's resulting resolution.
3. The Chair asks if any Council member has had an ex parte communication regarding this matter. This includes any site visit, receipt of expert opinion, conducting of investigations, discussions with any person, or any direct or indirect communication in any form with any person outside a public hearing and not on the record. See section 34-52 of the Land Development Code.
4. All witnesses are sworn in. This includes Town staff, applicant and applicant's representatives, and anyone who wishes to make public sworn testimony on this case. All persons are requested to state their name and address for the record when they address the Council.

5. The applicant presents its case. Town Council may ask clarification questions of the applicant. *
6. Town staff presents its report and recommendation. Town Council may ask clarification questions of staff. *
7. Local Planning Agency representative, if available, presents LPA recommendation. Town Council may ask clarification questions of the LPA representative.
8. Public sworn testimony is opened. At its conclusion, the Chair closes the public sworn testimony portion of the hearing.
9. Applicant presents rebuttal, if any. Town Council may ask detailed informational questions of applicant. **
10. Staff presents rebuttal, if any. Town Council may ask detailed informational questions of staff. **
11. The testimony portion of the hearing is closed, and Council discussion starts.
12. Council votes on a resolution or takes other action.
13. The hearing is closed or continued, or other action is taken in conformity with the successful motion, and the time of closure is verbally noted for the record.

*Council has determined that these Council questions are to clarify the applicant's and staff's presentations of information and are intended to be short Qs and As.

**Council has determined that these Council questions are to discuss detailed, substantive matters involving the application.

NOTE: The above is intended as a guide and the Council may conduct the quasi-judicial hearing utilizing another procedure, so long as due process requirements are met.

If new evidence is submitted prior to or at a Town Council hearing for a quasi-judicial matter after the final LPA hearing, Town Council can choose to:

1. Send the matter back to the LPA for review and recommendation.
2. To continue the hearing to provide sufficient time for the staff and Town Attorney to make recommendations; or
3. To complete the hearing if agreeable to the staff and Town Attorney.

8. Reimbursement Procedures

Travel Expenses:

It is the desire of the Town of Fort Myers Beach that Town Council members be reimbursed for certain expenses incurred while traveling on Town business. Appropriate allowances, forms and procedures are documented in the Town Personnel Manual.

Business Expenses:

From time to time it may be necessary for members of Town Council to entertain various Federal, State and County officials while transacting official Town business. Such business expenses would normally include lunches and/or dinners. A Direct Expense Voucher may be submitted for reimbursement and must be signed by the person requesting reimbursement, and the Town Manager. Invoices must be attached as supporting documentary evidence.

Educational Reimbursement:

The Educational Reimbursement Program is used to encourage Town Council members to improve their knowledge and skills needed for the Town's effectiveness. Reimbursement conditions, forms and procedures are documented in the Town Personnel Manual.

9. Council Communications Policy and Processing Procedures

Council Communications Policy:

Any communication by individual Council members to the media, other governmental agencies, or in public forums should, as clearly as possible, distinguish between personal opinions and actions or direction taken by Town Council. This policy in no way means to censor viewpoints or restrict individual rights but is solely suggested to preserve the integrity of the Council, staff, and the Town.

Mail Processing Procedures:

Mail for the Town should be addressed to the current address. All mail is opened stamped and distributed (it is all public record). Council mail is given to the Administrative Assistant to log and process. Any Council mail that needs a prompt or detailed answer is pulled, copied, and a draft response is prepared for review, usually by the Mayor. The original is distributed, along with other mail; with a note stating a draft response is being prepared. When the response is finalized, it is copied and distributed to all Council members for reading at their leisure.

Communications with Potential Applicants for Zoning and Communications with Vendors or Service Providers:

Section 34-52 of the LDC specifies regulations regarding communications with public officials in non-quasi-judicial matters and ex parte communications with public officials in quasi-judicial matters.

10. Non-Discrimination and Harassment

Policies:

These policies are documented in the Town Personnel Manual

11. Interview/Selection Process for Town Attorney

The following applicant form, and ranking sheet shall be used in the selection of Legal Services candidates.

INTERVIEW PROCESS FOR LEGAL SERVICES

Individual 30-minute blocks for private interviews by each Councilor with each applicant.

RFP#: _____ . Interview date: _____

	9:00-9:30	9:30 – 10:00	10:00-10:30	10:30-11:00	11:00-11:30	11:30-12:00	12:00-1:00
Councilor 1	Coffee/muffins	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Lunch
Councilor 2	Coffee/muffins	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Lunch
Councilor 3	Coffee/muffins	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Lunch
Councilor 4	Coffee/muffins	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Lunch
Councilor 5	Coffee/muffins	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Lunch

Applicant 1: _____
Applicant 2: _____
Applicant 3: _____
Applicant 4: _____
Applicant 5: _____

NOTE: Chart for town councilor and applicant names shall be in alphabetical order for impartiality.

AFTERNOON SCHEDULE: Each applicant has 15-minute question and answer session in town hall chambers with all five Town Councilors present (5-minute transition between applicants in schedule). Applicants will address Council in alphabetical order.

TIME	Applicant Name
1:00 – 1:15	Applicant 1
1:20 – 1:35	Applicant 2
1:40 – 1:55	Applicant 3
2:00 – 2:15	Applicant 4
2:20 – 2:35	Applicant 5
2:40 – 3:00	Break
3:00	Town Councilors have open discussion. Each Councilmember uses RANKING SHEET to list order of selection, with 1 being the top choice. The Town Clerk will tally the votes and announce each applicant's combined ranking score with the lowest score being the candidate selected. In case of a tie, Town Council will have a head-to-head discussion of only the tied candidates and use

	another RANKING SHEET to list their order for only the tied candidates. Ranking scores are tallied and announced by Town Clerk. Contract negotiator from Town Council is selected. Transition period of legal services, if necessary, is discussed including assignment of representation for ongoing municipal litigation cases.
FIRST AVAILABLE COUNCIL MEETING AFTER INTERVIEW PROCESS	When contract negotiations are complete, contract is presented to Town Council for approval. Transition period, if necessary, is approved.
IF SELECTED APPLICANT DOES NOT COME TO AGREEMENT WITH TOWN ON CONTRACT	Town Council shall vote to negotiate with second ranked candidate or resolicit for applications and repeat interview process if necessary. Town Council shall vote at the first Town Council meeting following opening of applications to rank the applicants using the RANKING SHEET.

TOWN COUNCIL RANKING SHEET FOR LEGAL SERVICES

RFP# _____

DATE: _____

Councilor Name:

Councilor Signature:

Ranking (#1 is top choice)

1. _____
2. _____
3. _____
4. _____
5. _____

12. Interview/Selection Process for Town Manager

The following applicant form, and ranking sheet shall be used in the selection of Town Manager candidates.

INTERVIEW PROCESS FOR TOWN MANAGER

Councilors rank top 5 candidates from applications. Top 5 overall are invited and scheduled for individual 30-minute blocks for private interviews by each Councilor with each applicant.

RFP# _____ Interview date: _____

	9:00-9:30	9:30 – 10:00	10:00- 10:30	10:30- 11:00	11:00- 11:30	11:30- 12:00	12:00 -1:00
Councilor 1	Coffee/muffins	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Lunch
Councilor 2	Coffee/muffins	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Lunch
Councilor 3	Coffee/muffins	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Lunch
Councilor 4	Coffee/muffins	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Lunch
Councilor 5	Coffee/muffins	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Lunch

Applicant

1: _____

Applicant

2: _____

Applicant

3: _____

Applicant

4: _____

Applicant

5: _____

NOTE: Chart for town councilor and applicant names shall be in alphabetical order for impartiality.

AFTERNOON SCHEDULE: Each applicant has 15-minute question and answer session in town hall chambers with all five Town Councilors present (5-minute transition between applicants in schedule). Applicants will address Council in alphabetical order.

TIME	Applicant Name
1:00 – 1:15	Applicant 1
1:20 – 1:35	Applicant 2
1:40 – 1:55	Applicant 3
2:00 – 2:15	Applicant 4
2:20 – 2:35	Applicant 5
2:40 – 3:00	Break

3:00	Town Councilors have open discussion. Each Councilmember uses RANKING SHEET to list order of selection, with 1 being the top choice. The Town Clerk will tally the votes and announce each applicant's combined ranking score with the lowest score being the candidate selected. In case of a tie, Town Council will have a head-to-head discussion of only the tied candidates and use another RANKING SHEET to list their order for only the tied candidates. Ranking scores are tallied and announced by Town Clerk. Contract negotiator from Town Council is selected. Transition period, if necessary, is discussed.
FIRST AVAILABLE COUNCIL MEETING AFTER INTERVIEW PROCESS	When contract negotiations are complete, contract is presented to Town Council for approval. Transition period, if necessary, is approved.
IF SELECTED APPLICANT DOES NOT COME TO AGREEMENT WITH TOWN ON CONTRACT	Town Council shall vote to negotiate with second ranked candidate or resolicit for applications and repeat interview process if necessary. Town Council shall vote at the first Town Council meeting following opening of applications to rank the applicants using the RANKING SHEET.

TOWN COUNCIL RANKING SHEET FOR TOWN MANAGER

RFP# _____

DATE: _____

Councilor Name: _____

Councilor Signature: _____

Ranking (#1 is top choice)

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____