



Fort Myers Beach Town Council

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

Agenda

**Monday, October 4, 2021
ORDER OF BUSINESS**

9:00 AM

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. ADVISORY COMMITTEES ITEMS AND REPORTS**
 - A. Public Safety Committee
- VIII. APPROVAL OF MINUTES**
 - A. Town Council meeting - September 9, 2021
 - B. Management & Planning Session - September 16, 2021
 - C. Town Council meeting - September 16, 2021
- IX. CONSENT AGENDA**
 - A. Resolution 21-49: Stray Animal Control Services Five-Year Interlocal Agreement
Approve Resolution 21-49; Approve and Execute a 5-Year Interlocal Agreement with Lee County for Stray Animal Control Services for services within the Town of Fort Myers Beach for an annual fee (to be assessed prior to each fiscal year).
 - B. Ratify the Direct Purchase of Site Furnishings
Ratifying and approving the direct purchase of site furnishings including benches, bicycle racks and garbage/recycle containers from Anova in the amount of \$116,569.28, waiving the Town's competitive procurement policies and procedures and authorizing the Town Manager to execute contract documents.

- C. Resolution 21-50; Authorized Representatives of Town Business Credit Card Account
Approve Resolution updating Town representatives, signatories and users of the Town's Truist Business Credit Card Account f/k/a SunTrust Bank

X. PUBLIC HEARINGS

- A. Coast Guard Temporary Use Permit
Approve installation of two modular office trailers with utility hookups and temporary fencing inside the Moss Marine warehouse for approximately 2 years.
- B. VAR20210058 506/508 Carlos Circle Variance for Pool Location and Street Setback
Approve/Approve with Conditions/Deny VAR20210058 506/508 Carlos Circle Variance for Pool Location and Street Setback
- C. SEZ20210050 Special Exception for Consumption on Premises and Video Arcade for Adults
Approve/Approve with Conditions/Deny SEZ20210050, a Special Exception for Consumption on Premises (2COP) and Video Arcade for Adults

XI. ADMINISTRATIVE AGENDA

- A. North Estero Phase 2 Part 2 staging
Extend Staging Area Agreement with Mitchell & Stark Construction Company, Inc. for use of Town controlled parking lot #3 as a staging area during the North Estero Phase 2 Part 2 Utilities project from 6/18/21 through 12/31/2021 with FDOT's approval.
- B. Community Development Professional Services
Approve Supplemental Task Authorization to develop Workforce Housing policies and programs as well as Comprehensive Plan/LDC coordination with Sarah Propst of Axis Infrastructure for a not-to-exceed amount of \$26,880, and authorize the Town Manager to execute the required documentation.
- C. Estero Boulevard Landscaping Contract
Approve and authorize the Town Manager to execute a piggyback contract with P&T Lawn and Tractor Service Inc. with a Not To Exceed (NTE) Price of \$100,000 for Estero Boulevard landscaping of perennial peanut (and services related to) Lee County's contract RFP170225KLC, Landscape Maintenance and Mowing for DOT.
- D. Roar Off Shore
Change to Special Event permit - Roar Offshore
- E. Christmas Tree Festival at FMB Woman's Club for 12/10/ & 12/11/2021
Special Event - Christmas Tree Festival at FMB Woman's Club

- F. 11th Annual Putt & Pub Crawl

Special Event- 11 th Annual Putt & Pub Crawl

XII. FINAL PUBLIC COMMENT

XIII. TOWN MANAGER'S ITEMS

XIV. TOWN ATTORNEY'S ITEMS

XV. COUNCILMEMBERS ITEMS AND REPORTS

- A. Local Planning Agency Appointments

Appoint Members to the FY2021-2022 Local Planning Agency (LPA)

- B. Anchorage Advisory Committee Appointments

Appoint Members to the FY2021-2022 Anchorage Advisory Committee (AAC)

- C. Audit Committee Appointments

Appoint Members to the FY2021-2022 Audit Committee

- D. Bay Oaks Recreational Campus Advisory Board Appointments

Appoint Members to the FY2021-2022 Bay Oaks Recreational Campus Advisory Board (BORCAB)

- E. Cultural and Environmental Learning Center Advisory Board Appointments

Appoint Members to the FY2021-2022 Cultural and Environmental Learning Center Advisory Board (CELCAB)

- F. Historic Preservation Advisory Committee Appointments

Appoint Members to the FY2021-2022 Historic Preservation Advisory Committee (HPAC)

- G. Marine Resources Task Force Appointments

Appoint Members to the FY2021-2022 Marine Resources Task Force (MRTF)

- H. Public Safety Committee Appointments

Appoint Members to the FY2021-2022 Public Safety Committee (PSC)

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.

PSC Topics: Council Prioritization Needed

Sidewalks on Crescent, First, Second, Third and Fifth streets

- Estimated completion 2nd Quarter of 2022.

Crosswalk Expansion

-Expanding the number of crosswalks – detail study conducted, identify the rationale for placement.

-Lighting design – agreed where street lighting allows that overhanging lights would be installed
Requires coordination with Street light design

-Crosswalk Warning Devices – See above comments of street light design

-Crosswalk Markings – repaint with more visible colors Interlocal and budget

FDOT - Foot of the Bridge Design

-Number of Crosswalks - Presented a design to Council that used barriers; however, there are none.

-Landscaping – Visibility constraints that may affect the identification of children to drivers.

Street Lighting

-Towns Lighting design

Trolley Safe Haven Shelters

-Prototype at Bay St – still need emergency calling equipment (Code Blue) direction, Camera. No funding was allocated in 2021 -2022 budget.

-Expand to the recommended locations.

Bicycle Bells and Lights

-Distribution at a ‘Bike Safety Rodeo Day’ coordinated with LCSO and FMBFD.

-Enforcement of compliance by rental companies and resort to install an audible device on each bike.

-Bicycle lights – Can the Town mandate lights on bikes or are rental companies exempt since they tell most renters to have them on by sunset?

Bicycle restrictions high-density pedestrian areas

– Should riding be restricted beyond Times Square?

-Location boundary, reconfirm legal authority to restrict and proposed language if limitations are set should the Town provide bike racks at entry points.

Sidewalk Marking

-Interlocal with the County and funding determination for painting and maintenance

Bicycle Lane markings

-Interlocal with the County and funding determination for painting and maintenance

Homeless Community - Partners facilitated meeting

Sanibel Crossing Aides – Feasibility and will they be needed with the redesign traffic lights at foot of bridge, Old San Carlos, Crescent?

Parking Application

-Research vendor, application and determining PSC’s scope of participation in the development of RFP.

Neighborhood Watch – In coordination with County resources, develop an informational program to assist neighborhoods interested in starting a watch.

FMBFD – Linking the FMBFD educational programs and training to the short-term rental registration for units that do not mandate inspections.(under 3 units)

Cameras - \$25,000 allocated to lease cameras to be accessible by LCSO -Determine PSC's scope of involvement in determining location, monitoring, video retention, etc.



Fort Myers Beach Town Council

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

Minutes

Thursday, September 9, 2021

5:01 PM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

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

Motion carried unanimously.

V. PUBLIC COMMENT

Larry Drebes, 5750/5760 Estero Blvd. described new zoning issues affecting his property and asked to be grandfathered.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Mayor Murphy presented Jan Fleming and Janeen Paulauskis with the 2021 Citizens of Distinction Award. He read a letter from Anita Cereceda nominating the two.

Council Member Veach thanked Carlos Point, Castle Beach and Islands End condominiums for cooperating with the FWCC (Fish & Wildlife Conservation Commission) and the Audubon Society regarding bird nesting sites on their properties.

Council Member Atterholt thanked Jan and Janeen for their efforts. Not items from other members.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS

Chair Steve Johnson from the Marine Resources Task Force (MRTF) requested direction regarding eradicating invasive species of vegetation. He noted there was nothing in place to prevent property owners from planting exotic invasive plants. He questioned whether MRTF should pursue a minimal exotic invasive management program. Council Member Veach and Vice Mayor Hosafros supported MRTF moving forward with the management program and Council Member Veach brought up a landscaper certification program. Chair Johnson mentioned dark skies and stated that the 2010 lighting ordinance was good but it was not pursued outside of new construction. He questioned starting a public information campaign to educate and guide homeowners regarding lighting. Vice Mayor Hosafros and Council Member Atterholt agreed with a public education campaign. Chair Johnson thanked the Community Foundation for their donation to the pop-up booth program.

VIII. APPROVAL OF MINUTES

- A. August 16, 2021 Town Council meeting
Vice Mayor Hosafros moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.

IX. CONSENT AGENDA

Vice Mayor Hosafros moved to approve the consent agenda; second by Mayor Murphy.
Motion carried unanimously.

- 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.
Vice Mayor Hosafros moved to accept the donation; second by Mayor Murphy.
Motion carried unanimously.
- 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.
Vice Mayor Hosafros moved to authorize; second by Mayor Murphy. Motion carried unanimously.
- 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.
Vice Mayor Hosafros moved to approve; second by Mayor Murphy. Motion carried unanimously.

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.

Vice Mayor Hosafros moved to authorize; second by Mayor Murphy. Motion carried unanimously.

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.

Mayor Murphy read the title of the resolution.

Vice Mayor Hosafros moved to table Resolution 21-34; second by Council Member Atterholt.

Motion carried unanimously.

Vice Mayor Hosafros moved to reopen Resolution 21-34; second by Council Member Atterholt.

Motion carried unanimously. No public comment.

Town Attorney Herin, Jr. read the title of the resolution.

Vice Mayor Hosafros moved to move this to a second and final adoption hearing for September 16, 2021, at 5:01 p.m.; second by Council Member Allers.

Motion carried 4-1 with Council Member Atterholt dissenting.

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

Mayor Murphy read the title of the resolution. Town Manager Hernstadt noted that a letter summarizing the budget was included and the add-on list had not changed since the last M&P session.

Council Member Veach discussed increasing parking rates from \$3.00 an hour to \$5.00 per hour to purchase a parking app and help accrue funds to

cover cost overruns with current projects. He noted the roll-back rate of .909 would cost \$157,000.00 per year. Raising the parking rates could cover the roll-back rate. Vice Mayor Hosafros supported an increase in parking rates, but she did not support applying it to a roll-back rate due to increased costs for the three projects. Council Member Allers was not opposed to a rate increase. Council Member Atterholt supported the parking app, but he preferred that the public provide input before raising rates. He questioned the cost of an app. Council Member Veach did not know. Town Manager Hernstadt described the installation of sensors for the app, but he did not have a cost estimate. Council Member Allers suggested contacting LeeTran to find out whether they had an app they could piggyback on. Town Manager Hernstadt commented that they would explore options with all government partners. Council Member Atterholt stated he would like to see data concerning how traffic was affected by parking fees. Town Manager Hernstadt indicated that they could set an effective future date for a fee increase after their questions were answered. Mayor Murphy questioned whether their parking fees were below the market. Town Manager Hernstadt replied that they charged less than most other places.

Council Member Atterholt questioned whether they would receive COVID-19 funds. Town Manager Hernstadt replied affirmatively but noted that the use of those funds was restricted.

Council Member Veach discussed increasing short-term rental fees from \$50.00 per year to \$300.00 per year. He stated in 2018, there were 1,258 registered short-term rentals and in 2021, there were 2,547. He suggested the increase go toward affordable workforce housing similar to Sanibel's project. He predicted an estimated revenue of \$636,000.00 per year. Council Member Atterholt discussed the drop in full-time residents according to the census and reiterated that he would like more time for public input. Council Member Veach described the nexus between short-term rental and affordable housing. He explained the difference between workforce housing and affordable housing and noted that he supported both, although workforce housing made the most sense if they acquired the property. Town Attorney Herin, Jr. noted that housing was a requirement in the Comprehensive Plan and the state requirements included affordable and workforce housing. He discussed low-interest loans, state and federal tax credits and the scoring system used for developers. Vice Mayor Hosafros supported the idea.

Council Member Allers wondered whether short-term rental companies would be interested in creating a non-profit to help with the seed money for housing. He was not opposed to the idea, but he wanted more time to answer questions.

Council Member Veach proposed moving forward with both rate increases next week and figuring out an effective date. He commented that they could get information regarding the app and the housing program in the meantime. Town Manager Hernstadt stated that they would not have a lot of new information by next week.

Council Member Atterholt questioned whether funds for two additional

community policing officers were in the proposed budget. Town Manager Hernstadt replied that \$230,000.00 was in the budget and would come from the millage rate or savings. Vice Mayor Hosafros would like funds for community policing to go toward installing cameras. Council Member Allers indicated that they could have both. He described community policing and felt it was a minimal investment. Council Member Atterholt was not opposed to cameras, but he strongly supported community policing. Vice Mayor Hosafros stated that adding two officers would not double the police presence. She did not support continuing to pay the Sheriff's Department extra for ordinary policing. Council Member Atterholt discussed enhancing the level of security. Council Member Veach explained why he supported cameras.

Mayor Murphy felt that they should get four more deputies and pay for two. He did not know how the program would be controlled or who set up the program. He commented that there were too many unknowns. He suggested additional officers could enforce the speed limit on Estero Blvd. and provide additional general enforcement. Mayor Murphy felt that community policing was a sales pitch by the Sheriff's Office. Council Member Allers discussed add-ons that did not benefit the entire town. Council Member Veach stated that the Laguna Shores project was a one-time deal and community policing was an annual occurrence and would have to be reconciled with an increase in taxes. Town Manager Hernstadt pointed out that the money for Laguna Shores was half the total cost. Vice Mayor Hosafros and Council Member Veach supported cameras rather than community policing.

Vice Mayor Hosafros questioned installing native plants in the right-of-way with the money from the county instead of grass that had to be maintained. Council Members Allers and Atterholt supported planting something other than grass. Vice Mayor Hosafros stated that Fort Myers planted native ground cover in their medians and rights-of-way years ago. Town Manager Hernstadt noted that they finally received the money from the county and could move forward.

Cultural Parks & Recreation Director Alison Giesen explained the increases in her budget.

Council Member Allers suggested that revenue from increasing parking fees could go toward community policing.

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

Motion carried unanimously.

Town Attorney Herin, Jr. read the title of the resolution. No public comment.

Council Member Allers moved to approve Resolution 21-41; second by Council Member Veach.

Motion carried 4-1 with Council Member Atterholt dissenting. After determining that Community Policing was included in the budget, Council Member Atterholt withdrew his dissent.

Motion carried unanimously.

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.

Mayor Murphy read the title of the resolution.

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

Council Member Veach did not think the beach in that area was eroded.

Motion carried unanimously.

- 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.

Council Member Veach moved to authorize; second by Vice Mayor Hosafros.

Motion carried unanimously.

- 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.

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

Motion carried unanimously.

XII. FINAL PUBLIC COMMENT

No public comment.

XIII. TOWN MANAGER'S ITEMS

Town Manager Hernstadt reported that LeeTran requested the use of regular screening material around the TOPS property. Consensus was reached to allow LeeTran to use regular screening.

Town Manager Hernstadt reviewed the fee schedule and noted staff recommended slight changes to the benefit of residents.

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.

Town Manager Hernstadt reviewed the background of the issue. Vice Mayor Hosafros mentioned the bullet points and Town Attorney Herin, Jr. replied that they had been incorporated into the draft. He stated that the contract could be extended. Town Manager Hernstadt suggested that the end date be moved to September 30, 2022.

Council Member Allers moved to approve the agreement and authorize the Town Manager and Town Attorney to work out the final agreement with the Sheriff's Office; second by Council Member Veach.

Town Attorney Herin, Jr. reiterated that all bullet points had been included and addressed in the license agreement.

Motion carried unanimously.

XIV. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. stated that Mr. Jamison appealed the final orders issued by the trial court. He will keep Council posted.

Town Attorney Herin, Jr. discussed the ownership dispute over the Tropical Shores Way canal. He stated it was a private dispute regarding private issues. He indicated that he could file a declaratory judgment if Council requested.

XV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Veach suggested that a liaison be appointed to the Resiliency Council meeting on October 8, 2021. Council Member Atterholt nominated Council Member Veach as liaison and Vice Mayor Hosafros volunteered to be the alternate. Council Member Atterholt requested that a discussion regarding the results of the census be added to an M&P Session. Vice Mayor Hosafros stated that the Town had a low response rate attributed to Covid and the data was online.

Mayor Murphy noted he was impressed with his tour of the Intelligence Center at the Sheriff's Office.

No items from other members.

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.

Mayor Murphy read the title of the resolution. Council Member Atterholt questioned whether Mr. Drebes could be grandfathered. Town Attorney Herin, Jr. replied affirmatively. He discussed setting criteria for property owners who may be in the pipeline. Council Member Veach questioned homes built on one lot. Town Attorney Herin, Jr. replied that he specifically added that language to review very large homes built on single lots.

Discussion was held regarding homes being built on two or more lots. Council Member Allers thought they addressed three or more lots.

Vice Mayor Hosafros moved to adopt Resolution 21-42 as amended orally by the Town Attorney to two or more in the appropriate places; second by Council Member Veach.

Motion carried 4-1 with Council Member Allers dissenting.

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

Vice Mayor Hosafros moved to continue Resolution 21-43 to the next Town Council meeting; second by Council Member Atterholt.

Motion carried unanimously.

XVI. ADJOURNMENT

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

Meeting was adjourned at 7:52 p.m.



Fort Myers Beach Management & Planning Session

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

Minutes

Thursday, September 16, 2021

4:00 PM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

Lee County Department of Transportation (LDOT) Project Manager Rob Phelan reported construction was progressing on Segments 5 and 6. Permanent retaining walls were installed at Pointe Estero and along the parking lot of the Wyndham property. Council Member Atterholt questioned whether Project Manager Phelan was familiar with the Visionaire lighting product. Project Manager Phelan replied that he did not have personal experience with the product. He verified that they were on schedule to complete the paving by the end of the year.

A. FDOT Foot of the Bridge Update

FDOT Presentation on the Foot of Matanzas Pass Bridge

D'Juan Harris from the FDOT Southwest Area Office Project Management utilized PowerPoint for his presentation. He introduced members of the design team: Wayne Gaither, FDOT Southwest Area Office Director; Sean Pugh, FDOT Southwest Area Office Supervisor; Daryl Richard, FDOT Landscape Architect District 1 and Henri Belrose, WGI Engineer of Record. Slides included: San Carlos Boulevard (SR 865); Project Objectives; Project Timeline; Project Overview; San Carlos Blvd. at Main Street Intersection; Main Street to Hurricane Bay Bridge; Hurricane Bay Bridge; Coordination

with Other Local Projects and San Carlos Blvd. at Fifth Street Intersection. Engineer Belrose stated that after the public hearings, modifications to the design could be incorporated after public input with direction by the LDOT. He stated it was not part of their scope to analyze pedestrian structures or tunnels. He noted tunnels were a problem due to the water table and overhead structures were costly. Project Manager Harris pointed out the location of bus bays.

Landscape Architect Richard displayed slides of landscape options. He discussed partnering with the Town on landscaping. He thought the project would cost approximately \$200,000.00. Council Member Atterholt questioned whether they discussed adding handrails in the area. Project Manager Harris replied that the landscape would channel pedestrians to crosswalks.

Landscape Architect Richard added that the intersection could be modified after input from public hearings. Council Member Veatch questioned whether they could install a native landscape. Landscape Architect Richard replied they would consider the request.

Project Manager Harris indicated the total construction budget was approximately \$6.2 million and the county committed to \$400,000.00 for the intersection improvement.

B. Presentation from the lighting consultant

Town Lighting Engineers presentation regarding the status of the project.

Suzanne Lansford, Engineer of Record at Town Lighting Engineers, introduced her team: Ed Kramer, Manufacturing Project Specialist and Joe Hancock, Utilities Standard Specialist. Rick Kauffman and Katie Kauffman were available via Zoom. Engineer Lansford utilized PowerPoint for her presentation. Slides included: Estero Blvd. Lighting Project Update; Why We're Here; Purpose of Scope; Activities To-Date; Direction Needed and Light Color. Specialist Hancock stated that they were working with the FWCC (Fish & Wildlife Conservation Commission) regarding the dual lighting system. He explained how the current lights operated after a power loss. He noted that the FWC indicated that they could not support the dual system. Engineer Lansford stated that her team was not making any recommendations at this time.

Council Member Allers questioned utilizing a lower Kelvin white light. Specialist Hancock replied that a lower Kelvin would be supported by the FDOT but not the FWC.

Engineer Lansford continued with a discussion on ownership. Specialist Hancock described the tariff program by FP&L. Engineer Lansford noted that the tariff would cover light-only poles. Town Manager Hernstadt stated that they would work on a total cost estimate for poles.

Engineer Lansford discussed Risk Considerations; Cost Considerations; Other Considerations (Commerical Lighting) and Next Steps. Town Manager Hernstadt stated that after Council made their decision, the county would provide input. Discussion was held regarding a timeline for approval from FWC for the Visionaire light. Specialist Hancock stated that it would take FP&L approximately six months to approve the Visionaire light if they agreed to look at it. Cost comparisons between different lights and extra poles were discussed. Mayor Murphy reminded members that the ultimate decision would be made by Lee County. Town Attorney Herin, Jr. discussed liability issues surrounding ownership.

IV. AGENDA MANAGEMENT

A. Agenda Management September 2021

Add a discussion and decision concerning a recommendation regarding lighting.

Add resolution for zoning in progress.

Add an update on AV work for the chambers.

V. ADJOURNMENT

Mayor Murphy adjourned the meeting at 5:39 p.m.



Fort Myers Beach Town Council

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

Minutes

Thursday, September 16, 2021

5:01 PM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Council Member Atterholt moved to approve the final agenda with items D and E continued; second by Vice Mayor Hosafros.
Motion carried unanimously.

V. PUBLIC COMMENT

Representative Byron Donalds discussed LOSUM (Lake Okeechobee System Operating Manual) and water quality. He encouraged people to contact his website for more information.

Steve Johnson noted that amber lighting was required by the FWCC (Fish & Wildlife Conservation Commission). He discussed the high illumination light in the dual light system.

Emily Asp, Project Specialist from the Sea Turtle Conservancy, recommended using amber lights year-round due to malfunctioning issues with the dual-source system. She suggested that the town review spectrometer readings to verify that the amber lights were not phosphorus coated. She noted that they were working with property owners on the beach concerning lights.

Bonita Springs City Councilman Jesse Purdon discussed community policing in Bonita Springs.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

No items.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS

No items.

VIII. APPROVAL OF MINUTES

No minutes.

IX. CONSENT AGENDA

Vice Mayor Hosafros moved to approve the agenda with A. pulled; second by Council Member Atterholt.

Motion carried unanimously.

A. 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

Council Member Veach pointed out clerical errors. Town Attorney Herin, Jr. will make corrections.

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

Motion carried unanimously.

B. RFQ-19-17-AD; Ongoing Miscellaneous Professional Services Renewals

Authorize the Town Manager to execute the final one-year renewals for existing miscellaneous professional services agreements under RFQ-19-17-AD.

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

Motion carried unanimously.

X. ADMINISTRATIVE AGENDA

A. Legal Services Contract Renewal

Authorize the Mayor and Town Manager to execute a renewal agreement for Legal Services with John R. Herin Jr. for an additional one year.

XI. PUBLIC HEARINGS**A. Resolution 21-47, Setting Final Millage Rate for FY 21-22**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE FINAL 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; AND PROVIDING AN EFFECTIVE DATE.

Mayor Murphy read the title of the resolution.

Vice Mayor Hosafros moved to table the resolution; second by Council Member Atterholt.

Motion carried unanimously.

Council Member Veach moved to put the resolution back on the floor; second by Vice Mayor Hosafros.

Motion carried unanimously.

Town Attorney Herin, Jr. read the resolution.

Council Member Veach moved to amend the millage rate to .9500 mills; second by Vice Mayor Hosafros.

Town Attorney Herin, Jr. stated that the final operating millage rate was 0.044% greater than the roll-back rate. * Editors note: final roll-back rate computes to 4.44%.

No public comment.

Motion carried unanimously.

B. Resolution 21-48; Final FY 2021-2022 Budget

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2021-2022 COMMENCING OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022, AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Murphy read the title of the resolution.

No public comment.

Vice Mayor Hosafros indicated that if her motion passed, she would support maintaining the current millage rate.

Vice Mayor Hosafros moved to adopt a budget amended as follows: the amended budget would increase the parking fee to \$5.00 per hour effective January 1, 2022, with the additional income to be allocated to contingencies as previously discussed; that the fee schedule increases the registration fee for short-term rentals to \$300.00 effective January 1, 2022, with the additional income to be allocated to contingencies as previously discussed; and remove

the allocation for community policing from the budget; second by Mayor Murphy.

Council Member Atterholt suggested an amendment to utilize part of the parking revenue to cover the community policing program. Vice Mayor Hosafros did not accept the amendment. Council Member Veach preferred to allocate the funds to a housing program. Vice Mayor Hosafros replied that the contingency would be bound by what they were limited legally to spend the money on. Council Member Veach noted that the revenue could be used for additional policing without a community policing program. He suggested including social services to deal with non-police issues and he expressed concern about cost overruns with the three projects. Council Member Allers agreed with maintaining the current millage rate and suggested earmarking part of the revenues under a public safety umbrella and not necessarily community policing. Discussion was held regarding the effective date of increases.

Council Member Veach moved to amend the motion to include \$25,000.00 for security cameras; second by Mayor Murphy.
Motion carried unanimously.

Vice Mayor Hosafros moved to adopt a budget amended as follows: the amended budget would increase the parking fee to \$5.00 per hour effective January 1, 2022, with the additional income to be allocated to contingencies as previously discussed; that the fee schedule increases the registration fee for short-term rentals to \$300.00 effective January 1, 2022, with the additional income to be allocated to contingencies as previously discussed; and remove the allocation for community policing and to add the requested amount for security cameras; second by Mayor Murphy.

Vice Mayor Hosafros moved to table the motion to go back to the millage rate issue; second by Mayor Murphy.

Council Member Atterholt expressed his support regarding community policing. Council Member Veach discussed social services versus policing. Council Member Allers noted that community policing could assist the town with other issues. Mayor Murphy did not think adding officers would increase their safety.

Motion carried unanimously.

Vice Mayor Hosafros moved to place the amended budget back on the table; second by Mayor Murphy.
Motion carried unanimously.

Vice Mayor Hosafros moved to adopt a budget amended as follows: the amended budget would increase the parking fee to \$5.00 per hour effective January 1, 2022, with the additional income to be allocated to contingencies as previously discussed; that the fee schedule increases the registration fee

for short-term rentals to \$300.00 effective January 1, 2022, with the additional income to be allocated to contingencies as previously discussed; and remove the allocation for community policing; and to add the requested amount for security cameras; second by Council Member Veatch.

Motion carried 3-2 with Council Members Atterholt and Allers dissenting.

C. VAR20210043 2842 Seaview St. Variance to Pool Location and Street Setback

Approve/Approve with Conditions/Deny VAR20210043 2842 Seaview St a Variance to Pool Location and Street Setback

Town Attorney Herin, Jr. swore in those providing testimony. Ex parte communications: Council Member Allers performed a drive-by. No disclosures by other members.

Community Development Director Jason Green reviewed Property Information, Variance Request, Site Plan, LPA Recommendations and Staff Findings and Recommendations. He noted that the staff recommended approval.

John Cowart from Waldrop Engineering represented applicant Roberto Cadena. He utilized PowerPoint for his presentation. Slides included: Location Map; Property Overview; Variance Requests; Site Plan; Variance Criteria; Approved Variances; Staff Report Conditions and Conclusions. Mr. Coward noted that neighbors did not oppose.

No public comment.

Vice Mayor Hosafros moved to approve Resolution 21-44 with conditions; second by Council Member Veatch.

Motion carried unanimously.

D. VAR20210058 506/508 Carlos Circle Variance for Pool Location and Street Setback

Approve/Approve with Conditions/Deny of VAR20210058 506/508 Carlos Circle Variance for Pool Location and Street Setback

Continued to a future meeting.

E. SEZ20210050 Special Exception for Consumption on Premises and Video Arcade for Adults

Approve/Approve with Conditions/Deny of SEZ20210050, a Special Exception for Consumption on Premises (2COP) and Video Arcade for Adults

Continued to a future meeting.

XII. FINAL PUBLIC COMMENT

No public comment.

XIII. TOWN MANAGER'S ITEMS

Town Manager Hernstadt reported that they would have to discuss landscaping at the foot of the bridge. He indicated that approximately \$130,500.00 for the boating improvement project was recommended for funding. He noted the contract for the Special Magistrate was up for renewal, and if they approved, he would sign the renewal. Consensus was reached to renew the contract.

XIV. TOWN ATTORNEY'S ITEMS

No items.

XV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Allers stated that Council Members could compare amber lights with white lights on Bonita Beach Road right off Highway 41 toward the Collier County line.

Mayor Murphy attended the 9/11 event at Bonita Springs and described the speech by the last person rescued alive from the pile of rubble. He read a proclamation designating October 22, 2021, as an Industry Appreciation Awards day to mark the 29th year of the Horizon Council and the Lee County Economic Development agencies.

No items from other Council Members.

A. Affordable Housing / Workforce Housing

Council Member Veach provided a document with details about housing and included information from Sanibel.

He suggested that staff provide options regarding what other municipalities were doing with housing.

XVI. ADJOURNMENT

Vice Mayor Hosafros moved to adjourn; second by Council Member Atterholt.

Motion carried unanimously.

Meeting was adjourned at 7:40 p.m.

1. **Requested Motion:**

Meeting Date: October 4, 2021

Approve Resolution 21-49; Approve and Execute a 5-Year Interlocal Agreement with Lee County for Stray Animal Control Services for services within the Town of Fort Myers Beach for an annual fee (to be assessed prior to each fiscal year).

Why the action is necessary:

What the action accomplishes:

Provides the Town with Stray Animal Control Services through Lee County for an additional 5 years.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Lee County provides the Town with Stray Animal Control Services through an Interlocal Agreement each year.

Currently, the agreement is approved by both parties on an annual basis for services provided on a yearly term. Lee County has proposed moving to a five-year agreement with an ability to amend if mutually agreed upon within the duration of the term. The proposal also shifts the quarterly payment schedule to an annual payment plan.

For this upcoming fiscal year FY22, the annual fee is \$12,259.00. The annual fee is based upon the County's actual net expenses for each upcoming full fiscal year and is determined by using the County's net expenses for the corresponding fiscal year, where a full year's actual expenses are available. During this five-year agreement, the Town also agrees to compensate the County for Capital Improvement Projects based upon the percentage of the corresponding fiscal year total number of stray animals allocated by jurisdiction.

Attachments:

1. 21-49 Stray Animal Control Services ILA 2021 through 2026-C
2. Fort Myers Beach Cover Letter and 5 Year Interlocal Agreement 2021-2026

Financial Impact:

6. **Alternative Action**

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 - 9/22/2021
Approved - 9/27/2021
Approved - 9/28/2021
Final Approval - 9/28/2021

RESOLUTION NUMBER 21-49

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH LEE COUNTY, FLORIDA FOR STRAY ANIMAL CONTROL SERVICES; 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 purpose, except when expressly prohibited by law; and

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

WHEREAS, Lee County is a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof (“County”), and is vested with authority under Chapter 125, Fla. Stat. to provide necessary public services to ensure the public health, welfare, and safety within its boundaries; and

WHEREAS, the Town is a municipal corporation of the State of Florida, acting by and through its Town Council, the governing body thereof, and is vested with authority under Chapter 166, Fla. Stat. to provide municipal services within its boundaries; and

WHEREAS, Chapter 163, Fla. Stat. authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, populations to meet the needs and the development and growth of all incorporated and unincorporated areas of the County; and

WHEREAS, the County and the Town have previously entered into an Interlocal Agreement for Stray Animal Control Services; and

WHEREAS, the Parties wish to enter into this Interlocal Agreement (“Agreement”) for the continuation of Stray Animal Control Services.

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 Agreement attached hereto as Exhibit “A”, between Lee County and the Town for Stray Animal Control Services is approved.

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

THE FOREGOING RESOLUTION was adopted by the Town Council upon motion by _____ and seconded by _____ and, upon being put to a vote, the result was as follows:

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

ADOPTED this 4th day of October 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 October 2021.



Board of County Commissioners

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

September 20, 2021

Ms. Amy Baker
Town Clerk
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers, FL 33902

RE: Town of Fort Myers Beach Interlocal Agreement

Dear Ms. Baker,

Enclosed please find the proposed five (5) year Interlocal Agreement between Lee County and the Town of Fort Myers Beach for Stray Animal Control Services beginning on October 1, 2021 through September 30, 2026. Please make three (3) copies, have all three signed by the appropriate individuals, and return them to me at the address below. Once we receive approval from the Board of County Commissioners, we will supply you with an original for your records.

As identified within Section Three of the attached agreement, a new annual fee will be assessed prior to the beginning of each fiscal year. The annual fee is based upon the County's actual net expense for each upcoming full fiscal year. This fee is determined by using the County's net expenses for the corresponding fiscal year, where a full year's actual expenses are available. During this five-year agreement, the City also agrees to compensate the County for Capital Improvement Projects based upon the percentage of corresponding fiscal year total number of stray animals allocated by jurisdiction. For each corresponding year, an invoice will be developed using the criteria above and will be provided to the representative listed in Section Seven.

The charges for animal control services to the Town of Fort Myers Beach for fiscal year 21-22 will be \$12,259.00. An invoice for fiscal year 21-22 animal control services will be provided on July 1, 2022.

Should you have any questions regarding this document, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pablo Adorno', written in a cursive style.

Pablo Adorno
Director
Lee County Domestic Animal Services
5600 Banner Drive
Fort Myers, FL 33912
(239) 533-9200
Padorno@leegov.com

Enclosure:
Executed Interlocal Agreement



**FIVE YEAR INTERLOCAL AGREEMENT FOR
STRAY ANIMAL CONTROL SERVICES**

This Interlocal Agreement for Stray Animal Control Services ("*Agreement*") is made and entered into this ____ day of _____, _____ by and between LEE COUNTY, Florida, a political subdivision of the State of Florida ("*County*") and the TOWN OF FORT MYERS BEACH, a municipal corporation of the State of Florida ("*Town*").

WHEREAS, pursuant to Section 163.01, Florida Statutes, the County has the authority to enter into agreements for sharing of certain governmental powers and obligations; and

WHEREAS, the Town wants to contract with the County to provide stray animal control services; and

WHEREAS, the County agrees to provide stray animal control services to the Town utilizing the County's Domestic Animal Services in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein, the Town and the County, both intending to be legally bound, hereby agree to the following terms and conditions:

1. Initial Term of the Agreement: The initial term of this Agreement is from October 1, 2021 through September 30, 2026.
2. Extension/Renewal: This agreement may be extended/renewed for successive one five-year period. As a condition of the County's extension/renewal, the amount of Compensation to be paid to the County may be increased or decreased. The Town has the right to accept or reject such an adjustment in the amount of Compensation.
3. Compensation to County: During the five-year agreement period, a new annual fee will be assessed prior to the beginning of each fiscal year. The annual fee is based on the County's actual net expense for each upcoming full fiscal year and is determined by using the County's net expenses for the corresponding fiscal year, where a full year's actual expenses are available. During this five-year agreement, The Town also agrees to compensate the County for Capital Improvement Projects based upon the percentage of corresponding fiscal year total number of stray animals allocated by jurisdiction. For each corresponding fiscal year, an invoice will be developed using the criteria above and will be provided to the representative listed in section 7.
4. Regulations Utilized: The Town agrees to utilize the County's Animal Control Ordinance, section numbering and external fee manual for citations of violations.
5. Yearly Invoicing: The County will invoice the Town on a yearly basis for services provided, and the Town will make payment in accordance with the following:

Year	Period Covered	Invoice Date	Payment Due Date
1 st	Ending September 2022	July 1, 2022	August 15, 2022

2 nd	Ending September 2023	July 1, 2023	August 15, 2023
3 rd	Ending September 2024	July 1, 2024	August 15, 2024
4 th	Ending September 2025	July 1, 2025	August 15, 2025
5 th	Ending September 2026	July 1, 2026	August 15, 2026

Late payments shall be subject to a one percent (1%) administrative fee.

6. Termination: Either party may terminate this Agreement by providing sixty (60) days written notice to the other party of their intention to terminate this Agreement by providing such notice to the address set out below.
7. Written Notice and Correspondence: Written notice of termination, extension, amendment or other correspondence must be provided via regular mail, postage prepaid, as follows:

To the Town: Amy Baker, Town Clerk Town of Fort Myers Beach 2523 Estero Blvd. Fort Myers Beach, FL 33902	To the County: Pablo Adorno, Director Lee County Domestic Animal Services P.O. Box 398 Fort Myers, FL 33902
--	---
8. Effective Date: This Agreement will become effective on the date written above, and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court, Town Clerk and Lee County.
9. Operational Policies and Rules: Management, policy and fiscal measures will be established and maintained by the County to implement stray animal control field and shelter services to enforce animal control laws, rules and regulations as they relate to domestic dogs, cats and ferrets.
10. Certain Types of Animals Excluded: Agricultural (domestic livestock and fowl), exotics and any other wildlife are specifically excluded from the jurisdiction of the County's Domestic Animal Services and are not covered under the terms of this Agreement. Inquiries or service calls for these types of animal should be referred to other proper authorities. Also excluded from this Agreement is the transport of deceased animals from Town property or private residences. The County will accept deceased domestic animals for proper disposal at Animal Services from the Town authorized employees during open business hours of Monday-Saturday, 8 a.m. – 4 p.m., excluding County-approved holidays.
11. Establishment of Fees: The County has established and will maintain a schedule for both fees and fines for all services that are charged to the public. The fee schedule is approved by the Lee County Board of County Commissioners and is included in the County's External Fees and Charges Manual. These fees will be charged directly to the citizens and are payable upon receipt of the service. The County reserves the right to adjust fees and fines as necessary.
12. Applicable Rules: Certified animal control officers will be utilized to provide stray animal control services in accordance with applicable State statutes and County ordinances.
13. Hours of Operation: Hours of operation are as follows:

A. Administrative Hours: Monday through Saturday, 8 a.m. - 4 p.m.

B. Field Operations Hours:

Full Field Service (7 days a week):	8 a.m. - 8 p.m.
Limited/Emergency Field Service (7 days a week)*:	8 p.m. - 11:30 p.m.
Impoundment of confined injured animals, animals associated with an arrest/detainment of an owner, or a death investigation:	24 hours a day

*Limited/Emergency Field Services only as defined in Section 16 during County-approved holidays

C. After-Hours Contracted Services:

An answering service will be available for receiving requests for service after 11:30 p.m. through 8:00 a.m. the following day. The answering service will have the ability to notify an on-call animal control officer of emergency calls for service.

14. Participation in County Programs: The Town agrees to participate in the County's Pet Licensing Program. Due to the pet overpopulation problem in Lee County, the restricted pet licensing program will provide low-cost spay/neuter, microchip and vaccination services for Lee County pet owners who qualify for eligibility based on receipt of public assistance programs or at the discretion of Animal Services. The program(s) should be accessible to all areas served by the County's Domestic Animal Services and should be targeted to provide the most effective results for the lowest available costs. Outside contractors, discount certificates and other programs may be included in these programs along with any program provided directly by the County's Domestic Animal Services.
15. Record Keeping: The County will maintain books, records and documents directly pertinent to the performance under this Contract in accordance with generally accepted accounting principles and consistently applied.
16. Calls for Service: Calls for service will be assessed and prioritized at the sole discretion and judgment of the County's Animal Control Officers.

Limited/Emergency Service Calls: The following calls for service (appearing in no specific order) are classified as "limited/emergency" in nature and will take precedence over non-emergency calls for service.

- a. Rescue of stray injured domestic cats, dogs and ferrets.
- b. Rescue of domestic cats, dogs and ferrets that are inhumanely trapped or unnaturally restrained.
- c. Rescue or take custody of living domestic cats, dogs and ferrets involved in motor vehicle accidents or which impede traffic.
- d. Assistance to citizens where a bite or attack has occurred by a stray domestic cat, dog or ferret, and the animal remains at scene and is a threat to citizens or their property.
- e. Assistance where any dangerous dog has escaped and is posing an immediate threat to citizens or property.
- f. Assistance to law enforcement for emergencies including the pick-up and transport of an injured

domestic cat, dog or ferret at the scene related to a law enforcement incident.

- g. Patrol areas where a threatening or menacing animal has been reported and still at large in the area.

Non-emergency Calls: All other calls of a non-emergency nature, and not referenced above, will be responded to as quickly as possible dependent upon available manpower and emergency calls taking precedence. Non-emergency calls may include, but are not limited to, matters such as investigation of State Statute and County ordinance violations relating to animals.

17. Disposition of Unclaimed Stray and Surrendered Animals: The disposition of unclaimed stray and surrendered animals will be in accordance with State Statute and County Ordinance.
18. Notice of Ordinance/Regulation Changes: The County will provide the Town with a minimum of thirty (30) days notification of any proposed ordinance or policy changes approved by the Lee County Board of County Commissioners.
19. Utility Service Fees: All utilities for County facilities will be paid by the County by Lee County Domestic Animal Services operating budget. Facility utilities include cost or fees for electricity, water, sewer, solid waste disposal and telephone service.
20. Statistical Report: Upon request, the County shall provide a yearly statistical report on calls for service and impoundments for the most recent fiscal year period, which are the basis for the determination of fees charged. The Town may request custom reports, other than the report referenced above, and the County may assess a fee to cover County staff costs to produce such custom reports.
21. Dispatch Services: Trained County personnel will be utilized to serve as dispatchers. The dispatch personnel will dispatch calls over the County's two-way 800 MHZ radio system and/or dispatched electronically through the Chameleon Software System during normal business hours. Animal control officers will receive text pages from the answering service to respond to after-hour calls for emergencies. The Town will be granted the same access to the County's two-way 800 MHZ radio system as afforded to the other municipalities and the Lee County Sheriff. During nights, weekends and holidays, animal control officers will be operating on the Lee County Sheriff's Office radio frequency for safety monitoring. The Town may access services by contacting Lee County Sheriff's Office Dispatch at (239) 477-1202 or by calling Lee County Domestic Animal Services at (239) 533-7387 (Option #2).
22. Rabies: The County will follow State Statute and/or Health Department rules or regulations relating to the Rabies Administration Program, including ten-day quarantine for rabies observation and/or testing of stray animals that have bitten and/or scratched a human.
23. Adoption, Sterilization, Microchips and Vaccinations: An adoption program will be maintained as part of the administrative and kennel functions of Domestic Animal Services.
24. Sterilization and Microchipping Requirements: All cats and dogs adopted shall be required to be sterilized and permanently identified through an implanted microchip at the attending veterinarian's discretion.
25. Vaccination and Licensing: Appropriate vaccinations and licensing will be required based on species, age and other relevant factors.
26. County Facility-Provided Services: The following services will be provided for all animals brought into the County's facility:

- a. Proper identification and recording of stray animals using established policies and procedures.
- b. Health evaluation for stray animals with injury, illness, behavior or other additional conditions.
- c. Emergency and routine medical care of stray animals.
- d. Appropriate housing of animals in accordance with current animal welfare and sheltering standards.
- e. All animals brought into the facility will be fed and watered in a manner diet-appropriate for their breed, species and physical condition.
- f. Facility will be cleaned and disinfected per animal sheltering guidelines

27. Additional Program Availability: The County will provide the following services as part of this Agreement for Lee County residents:

- a. Low-Cost Spay/Neuter Programs
- b. Adoption Services
- c. Owner Surrender Services (based on available capacity)
- d. Investigation of State Statute and County Ordinance violations Relating to Animals including Cruelty Investigations
- e. Necropsy of Deceased Animals for Law Enforcement Agency Investigations when requested for forensic purposes only. This will be done in house contingent on having a forensically trained veterinarian on site if unavailable the service may be outsourced at the requesting agencies cost.
- f. Community Pet Pantry Program
- g. Housing and Disposition of Stray Animals
- h. Foster Program
- i. Return to Owner and Lost & Found Services
- j. Pet Placement Partnership Program
- k. Animal Care Trust Fund as funding permits.
- l. Humane Euthanasia of Stray Sick, Injured or Aggressive Animals
- m. Rabies Quarantine of Stray Animals that have Bitten or Scratched a Human
- n. Disclosure of Information Related to Applicable State Statutes and Local Ordinances

Please note that these programs may be adjusted and/or eliminated as needed at the discretion of the County.

28. Limitation on the County's Liability: The County will only be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the County while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time.

29. Entire Agreement: This Agreement sets forth all agreements, terms, conditions and understandings between the Town and the County, and there are no other agreements, customs, usages, terms, conditions or understandings, oral or written, express or implied, other than as set forth herein. Additionally, all negotiations or acts made prior to the execution hereof are deemed to be merged, integrated and superseded by this Agreement.

30. Amendment of this Agreement: Notwithstanding any of the provisions contained herein, this Agreement may be amended by mutual agreement of the Town and the County, and any such amendment must be in writing to be effective.
31. Severability: Should any provision contained within this Agreement be determined by a court of competent jurisdiction to be unenforceable, such a determination will not affect the validity or enforceability of any other section or part herein.

IN WITNESS WHEREOF, the parties hereto have caused this presence to be executed by their duly authorized officers and their official seals hereto affixed, on the day and year as written below.

ATTEST:

TOWN OF FORT MYERS BEACH

By: _____
TOWN CLERK

By: _____
TOWN MANAGER

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
TOWN ATTORNEY

Date: _____

ATTEST:

LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM FOR
THE RELIANCE OF LEE COUNTY ONLY:

By: _____
Lee County Attorney's Office

1. Requested Motion:

Meeting Date: October 4, 2021

Ratifying and approving the direct purchase of site furnishings including benches, bicycle racks and garbage/recycle containers from Anova in the amount of \$116,569.28, waiving the Town's competitive procurement policies and procedures and authorizing the Town Manager to execute contract documents.

Why the action is necessary:

To save tax and increased prices for site furnishings for Bayside Park and Old San Carlos Boulevard.

What the action accomplishes:

Authorizes the direct purchase of site furnishings.

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The Town of Fort Myers Beach has authorized design for 3 major redevelopment projects for Times Square, Bayside Park and Bay Oaks. As part of those projects, the design team has selected site furnishings from Anova Furnishings, which include but not limited to benches with sleep deterrents, bicycle racks, trash and recycling receptacles etc. The site furnishings will be customized with the Town logo and include warranties for finishes, structural integrity and products ranging from 1 - 20 years. The lead time for the items is 11-13 weeks. The vendor is honoring last year's pricing through October 4th. Accordingly, Town staff recommends the Town Council waive the otherwise applicable competitive procurement policies and procedures.

Attachments:

1. Town of Ft Myers Beach - Bayside Park Beach_V10
2. LEX70 Panel proof
3. Proof close up for FMB
4. Anova Warranty

Financial Impact:

\$116,569.28 from the Community Enhancement Fund, Fund 41.

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve the purchase.

8. Recommended Approval:

Chelsea O'Riley, Public Works Director
Chelsea O'Riley, Public Works Director

Created/Initiated - 9/27/2021
Approved - 9/27/2021

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

Approved - 9/27/2021
Approved - 9/28/2021
Final Approval - 9/28/2021



Company Address 211 N Lindbergh Blvd
St. Louis, Missouri 63141
US

Created Date 9/27/2021
Expiration Date 10/8/2021
Quote Number SFQ-00042369

Prepared By Skyler Crane
Email scrane@anovafurnishings.com

Contact Name Chelsea O'Riley
Email chelsea@fmbgov.com

Bill To Name Town of Fort Myers Beach
Bill To 2525 Estero Boulevard
Fort Myers Beach, Florida 33931
US

Ship To Name Town of Fort Myers Beach
Ship To 2525 Estero Boulevard
Fort Myers Beach, Florida 33931
US

Product Image	Item	Description	Sales Price	Quantity	Total Price
 Not actual colors	A1017	Sleep Deterrent, Allure COLOR: TEXTURED SILVER	\$96.00	16.00	\$1,536.00
 Not actual colors	AL1980T	Allure Thermory 6' Contour Bench FRAME COLOR: TEXTURED SILVER THERMORY SLAT COLOR: Thermory	\$3,060.00	16.00	\$48,960.00
 Not actual colors	AL19BR2	Allure Bike Rack BIKE RACK COLOR: TEXTURED SILVER	\$420.00	19.00	\$7,980.00
 Not actual colors	LEX70-CUST	70 Gallon Exposition Recycler, Bonnet Top, Liner, Custom Panel LABEL (1): TRASH (BLACK LETTERING) LABEL (2): MIXED RECYCLING (BLACK LETTERING) RECEPTACLE COLOR: Textured Silver	\$3,020.00	17.00	\$51,340.00

Subtotal	\$109,816.00
Shipping and Handling	\$6,753.28
Subtotal before tax	\$116,569.28
Tax	\$0.00
Total	\$116,569.28

Terms and Conditions:

Lead times are an estimate and will be confirmed at time of order. Orders may be expedited upon request but will be assessed a 25% expedite fee. Expedited lead time will need to be confirmed prior to an order being placed.

Product prices are valid till expiration date, freight estimate for 90 days from created date. Orders may be

Initials _____



placed up to 6 months in advance.

Product prices are subject to raw material (steel, plastic, wood) surcharges. Surcharges in excess of 10% of the product price will be communicated in advance, all others will be finalized at time of order placement.

Sales tax may change at time of invoice due to changes in state, county, or local sales tax rates or laws. Any sales tax exemption certificate must be on file and approved by Anova prior to shipment or sales tax will be charged.

Products are made to order. Any returns will be assessed a 30% restocking fee; custom orders cannot be returned. Returns need to be in original packaging and cannot have been installed.

Orders placed on account are subject to credit approval and verification.

Some assembly may be required. Reference assembly instructions for assembly and maintenance information. Installation not included. Products must be assembled to ma

Shipping & Additional Information. *Indicates Required Field for Order Placement

PO Number: NONE Add: _____

If applicable. This is referenced on all order & shipment information provided. NONE indicates no PO number.

*Call Ahead Shipping Contact: The carrier will call this person 24 hours prior to delivery to schedule and confirm delivery time.

Name: Chelsea O'Riley

Call Before Number 239-322-6421 

*Lift Gate: If you do not have a dock or forklift available to accept delivery this must be selected

Liftgate ☒

Shipping Options: If left blank or not otherwise communicated, standard lead time will be selected.

☐ Standard Lead Time. Will ship within communicated standard lead time.

☐ I can accept delivery earlier than standard lead time, if available (this is not expediting)

☐ Ship on certain date beyond the standard lead time. Note: this is the date of shipment, not delivery. Some restrictions apply.
Date Requested:

Products may ship from more than one location, resulting in multiple shipments.

Shipping Option: Standard Lead Time

Billing Information: Billing Address above must be correct. If not specified, we will mail invoices to the listed address at the time of shipment.

Invoice Email: NONE Add Email: _____

*Verify Colors: Colors above must be selected with each corresponding product.

The colors above are correct: Initials: _____

Accept and Place Order:

By signing I agree to all the terms and conditions above and am authorizing Anova to convert this quote to an order as described.
Please initial each page as well

Initials _____



Signature _____

Date _____

Printed Name _____

Initials _____



FOR MYERS BEACH • EST. 1910 ISLAND



FORT MYERS BEACH • ESTERO ISLAND



Warranties

For warranty questions or claims, contact us at 800-231-1327 or info@anovafurnishings.com.

Finish Warranties

FUSION ADVANTAGE FINISH: Seven-year warranty against rusting, peeling, chipping, cracking, mold, mildew, fading and defects in materials and/or workmanship.

POWDER COATED FINISH: Three-year warranty against rusting, peeling, chipping, cracking, mold, mildew, and defects in materials and/or workmanship; Seven-year warranty against fading.

GALVANIZED FINISH: Seven-year warranty against rusting, peeling, chipping, cracking, mold, mildew, fading and defects in materials and/or workmanship.

Structural Warranties

METAL COMPONENTS: Limited twenty-year structural warranty.

GALVANIZED COMPONENTS: Limited twenty-year structural warranty; compliant with ASTM A123.

RECYCLED PLASTIC COMPONENTS: Limited twenty-year structural warranty that also covers splitting, fungal decay, and insect damage.

THERMORY COMPONENTS: Limited ten-year structural warranty.

NATURAL STONE AND ROTOMOLDED PLASTIC COMPONENTS: Limited five-year structural warranty.

Product Warranties

Banners installed on Anova banner brackets: Three-year warranty.

Banners otherwise installed: One-year warranty.

Styrene signs: Three-year warranty.

Limitations

All warranties commence on the date the product is shipped.

Structural warranties are only valid if the product has been assembled and installed per the instruction provided with each shipment and item.

These warranties do not cover acts of misuse, abuse, accidents, lack of maintenance, vandalism or natural disasters.

Any alterations to the product after delivery will void these warranties.

Should any failure occur within these periods, Anova will correct the part or parts by repairing or replacing the defective parts.

1. **Requested Motion:**

Meeting Date: October 4, 2021

Approve Resolution updating Town representatives, signatories and users of the Town's Truist Business Credit Card Account f/k/a SunTrust Bank

Why the action is necessary:

Updates the signing and user authority on the Town Business Credit Card Account.

What the action accomplishes:

Enables online access to:

- Monitor and track spending,
- Order/Activate new or replacement cards,
- Add/Delete cardholders
- View pending transactions and history,
- Dispute transactions, etc.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

SunTrust Bank now Truist has advised staff that the Bankcard Resolution will need to be updated to reflect the current authorized signers/users. The bank's records indicate the following individuals are currently listed as authorized signers/users for the credit card account, such as: Marsha Segal George / Daniel L Hughes / Dennis C Boback / Larry Kiker / David Sallee / William Scott Janke / Herb Acken / Evelyn Wicks / John Green / Amanda Anderson / Terrance Stewart / Robert Lange / Cheryl Manning.

The attached "Unincorporated Organization Certificate of Authority" (Bankcard Resolution) should be completed and signed in order to be updated. This document should indicate the individuals' names and titles who are authorized to conduct business on behalf of the Town. A letter on Town letterhead will be required in addition to the Bankcard Resolution. The letter must clearly state the names to be added/deleted and must be signed by a current authorized signer. Recommended authorized signers are the Mayor, Vice Mayor, Town Manager and Town Clerk.

Attachments:

1. 21-50, Signatory Authority SunTrust now Truist Credit Cards

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 - 9/27/2021
Approved - 9/27/2021
Approved - 9/28/2021
Final Approval - 9/28/2021

RESOLUTION NUMBER 21-50

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, DESIGNATING TOWN OFFICIALS AND STAFF AS AUTHORIZED ACCOUNT REPRESENTATIVES, SIGNATORIES, AND USERS OF THE TOWN'S BUSINESS CREDIT CARD ACCOUNT WITH TRUIST F/K/A SUN TRUST BANK; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town currently has a Business Credit Card Account with Truist f/k/a SunTrust Bank, and the Town Council has a policy requiring any change in authorized account representatives, signatories, and users be approved by the Town Council via Resolution; and

WHEREAS, several former Council members and Town staff are no longer with the Town, necessitating a change in authorized account representatives, signatories, and users in the account referenced herein.

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 following Town elected officials and staff members are authorized account representatives, signatories, and users of Truist Business Credit Card Account Control #4223072600014106 to perform the normal ministerial function which accompany such authority:

Raymond P. Murphy, Mayor
Rexann Hosafros, Vice Mayor
Roger T. Hernstadt, Town Manager
Amy Baker, Town Clerk

Section 3. The following Town elected officials and staff members are no longer authorized representatives, signatories, and users of Truist Business Credit Card Account Control #4223072600014106:

Herb Acken
Dennis C. Boback
Daniel L. Hughes
Larry Kiker
Cheryl Manning
Marsha Segal-George
Evelyn Wicks

Amanda Anderson
John Green
William Scott Janke
Robert Lange
David Sallee
Terrance Stewart

Section 4. The person(s) set forth in Section 2 shall continue to have the indicated authority on behalf of the Town until such time as the Town passes a superseding Resolution.

Section 5. This resolution shall take effect immediately upon its adoption.

THE FOREGOING RESOLUTION was adopted by the Town Council upon motion by _____ and seconded by _____ and, upon being put to a vote, the result was as follows:

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

ADOPTED this 4th day of October 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 October 2021.

1. Requested Motion:

Meeting Date: October 4, 2021

Approve installation of two modular office trailers with utility hookups and temporary fencing inside the Moss Marine warehouse for approximately 2 years.

Why the action is necessary:

Based on the amount of time the temporary permit is asking for, staff deemed it necessary to be reviewed and approved by the Town Council.

What the action accomplishes:

It allows the temporary use permit to be approved.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

To approve the length of the temporary permit.

4. Submitter of Information:

5. Background:

The Coast Guard property located on the mainland is being updated for their needs. While that work is being done, the Coast Guard would like to install two modular trailers inside of the Moss Marine warehouse to establish an office and continue operations. The intent is to utilize Moss Marine as a temporary location for operations not to exceed two years without further Town approvals.

Attachments:

1. TEMPORARY USE APPLICATION
2. TEMP USE APP - ADD'L INFO
3. Modular Trailer Set Plan Spare
4. Moss Insurance

Financial Impact:

6. Alternative Action

Approve/Deny

7. Management Recommendations:

Approve/Deny

8. Recommended Approval:

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

Created/Initiated - 9/27/2021
Approved - 9/27/2021
Approved - 9/27/2021
Approved - 9/28/2021
Final Approval - 9/28/2021



TEMPORARY USE APPLICATION

Property Address: 450 Harbor Ct, Fort Myers Beach, FL
Property Owner's Name: Freeland FL Holdings, LLC Strap Number: _____
Applicant: _____ Contact Person: Thomas Freeland
Phone Number: 615-696-4100 Email: Thomas.Freeland@Freelandauto.com
Description of Temporary Use (please be specific): 2 modular office trailers (12x56 + 24x56) with utility hookups (water & electric), Temporary fencing
Date(s) Requested: _____ thru _____ Hours _____ to _____
Number of Tents: _____ Sq. Ft. Per Tent: _____ Tent Side Walls: Yes _____ No _____
Temporary Lighting: Yes _____ No _____ Temporary Electric: Yes _____ No _____ Amps _____

ADDITIONAL INFORMATION / SUBMITTAL REQUIREMENTS

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

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

Signature (owner/authorized agent) _____

Typed or printed name Thomas Freeland Date 9/21/21

BUILDING AND FIRE MARSHALL CODES FOR TEMPORARY PERMIT

Permit Required

No person may erect, operate, or maintain a tent or air supported structure covering an area in excess of one hundred twenty (120) square feet without a permit. Tents used exclusively for camping are exempt from the above requirement.

Place of Assemblage

A place of assemblage includes any circus, carnival, tent show, theater, skating rink, dance hall or other place of assemblage in or under which persons may gather for any purpose.

Location of Tents and Air Supported Structures

1. A tent or air supported structure must be located from any property line or permanent structure so as to be readily accessible by fire equipment.
2. Tents or air supported structures having an area of fifteen thousand (15,000) sq. ft. or more must be located not less than fifty (50) feet from any other tent or structure as measured from the side wall of the tent unless joined together by a corridor.
3. Tents and air supported structures may be joined together by means of corridors, but such corridors must be open to the sky. On each side of such corridor and approximately opposite each other, there must be provided openings not less than twelve (12) feet in width. These openings must be equipped with sliding curtains.
4. An unobstructed passageway or fire road not less than twelve (12) feet in width and free from guy ropes or other obstructions must be maintained on all sides of all tents or air supported structures unless otherwise approved by the fire authority having jurisdiction.

Structural Stability

Tents or air supported structures and their appurtenances must be adequately roped, braced and anchored to withstand the elements of weather against collapsing.

Flame-Retardant Treatment

The side wall, drops and top of all tents and air supported structures and all decorations must be of flame-retardant material or must be made fire retardant.

An affidavit or affirmation must be retained on the premises at which the tent or air supported structure is located, attesting to the following information relative to the flame retardant treatment of the fabrics:

1. Date the fabric was last treated with flame-retardant solution.
2. Trade name or kind of chemical used in treatment.
3. The name or person or firm treating the material.
4. The name and address of the owners of the tent.

Fire-Safety Standards

1. Smoking must not be permitted in any tent or air supported structure. Approved "NO SMOKING" signs must be conspicuously posted.
2. No fireworks, open flame or other device emitting flame or fire may be used in or immediately adjacent to any tent or air supported structure while open to the public.

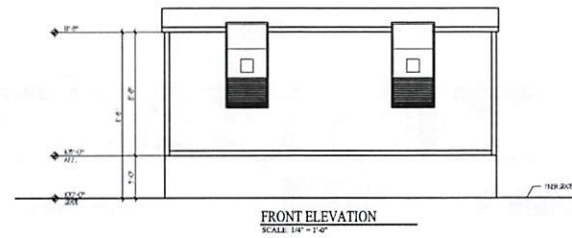
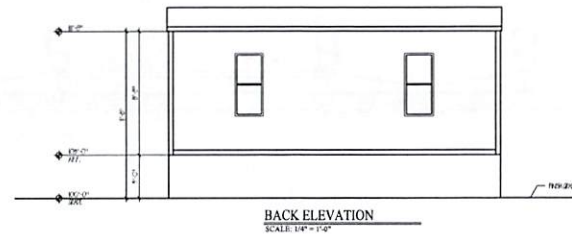
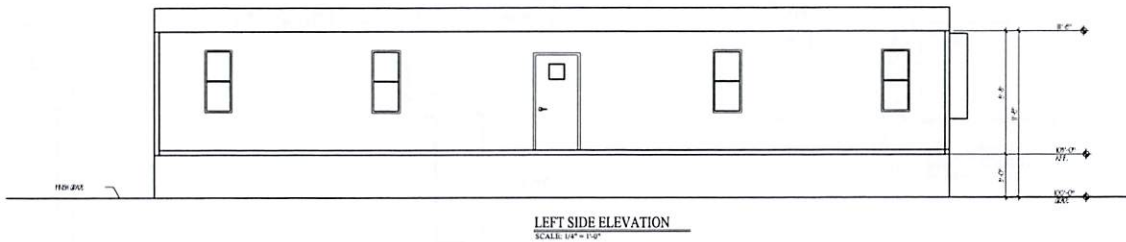
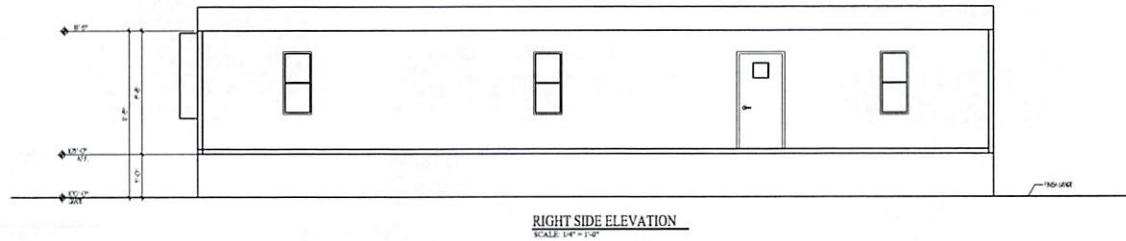
Fire Extinguishers and Other Fire Protection Equipment

Fire extinguishers and other fire protection equipment must be provided in every tent or air supported structure as follows:

1. One 2-A type extinguisher must be provided in every tent or air supported structure having a floor area of more than five hundred (500) square feet but less than one thousand (1000) square feet and also one in each auxiliary tent or air supported structure adjacent thereto.
2. One additional 2-A type extinguisher must be provided for each additional two thousand (2000) square feet or fraction thereof.

TEMPORARY USE APPLICATION -- ADDITIONAL INFORMATION

- A. How do I pay the fee?
- B. Do I need a notarized letter? Ben is not in the office to sign
- C. See 'temp use permit' document
- D. sanitary facilities can be seen in the trailer specs attached
- E. All of the improvements are located within a barn, so the noise will be contained inside the barn
- F. See 'Moss Insurance' attachment
- G. ?
- H. There is no need for traffic control
- I. No tents will be onsite
- J. No tent
- K. N/A
- L. No temp lighting needed



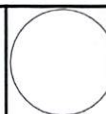
Digitally signed
by Julio Orbegoso
Date: 2021.06.10
08:30:34 -04'00'

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JULIO ORBEGOSO, P.E. ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURES MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

*** NOTICE ***
THESE DOCUMENTS WILL NO LONGER BE VALID IN DAYS AFTER THE DATE SIGNED
VALID THRU: JULY 10TH, 2021

CONSULTING ENGINEER
JULIO ORBEGOSO
202 DODGE DR.
SUITE 103
LAKELAND, FL 33813
FL LICENSE #87188

REVISION DATE:
DRAWN: R.C.S.
JOB # 245625



DATE: 06-09-2021
DRAWN: R.C.S.
JOB # 245625
A2

WILLSCOT WEST PALM BEACH
375 KELLY DRIVE
WEST PALM BEACH, FLORIDA 33411
OFFICE (561) 922-8501
WWW.WILLSCOT.COM



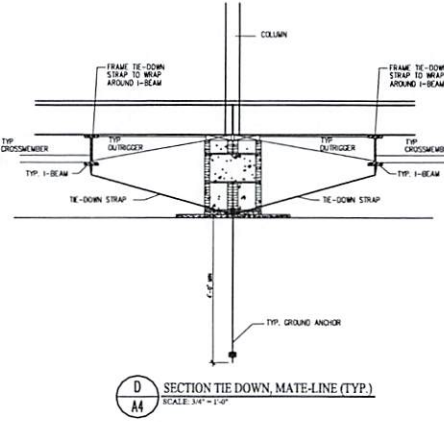
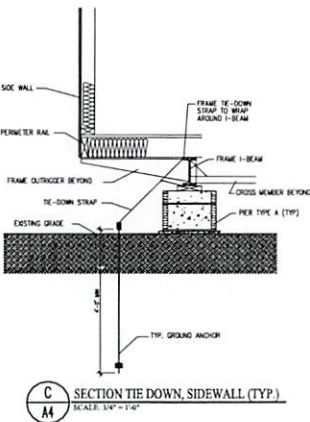
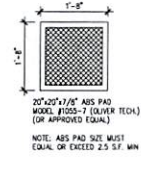
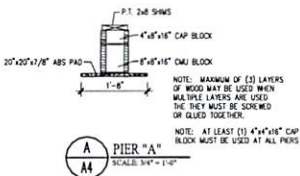
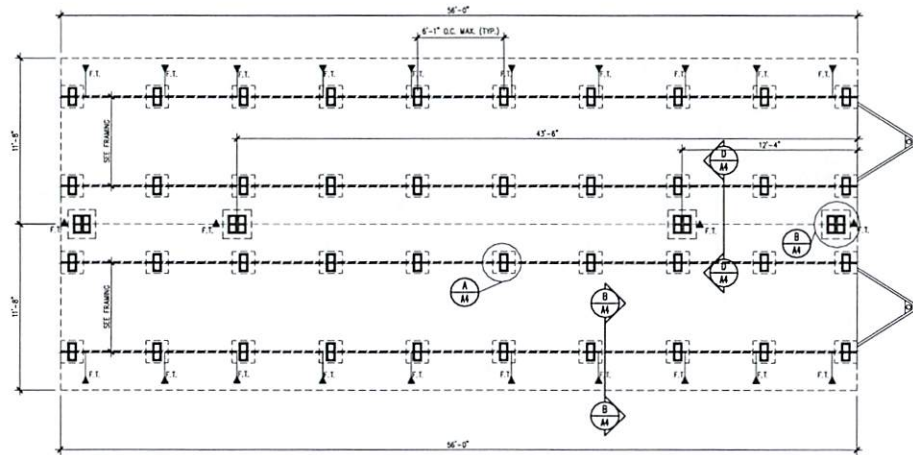
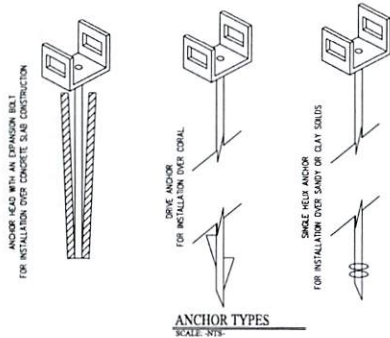
MODULAR STRUCTURE FOR:
WILLSCOT
(24' X 56')

FBC 7TH EDITION (2020)	
COMPLIANCE STATEMENTS	
1. BASIC WIND SPEEDS - SEE STRAPPING SCHEDULE	
2. BASIC WIND SPEEDS - SEE STRAPPING SCHEDULE	
3. BASIC WIND SPEEDS - SEE STRAPPING SCHEDULE	
4. BASIC WIND SPEEDS - SEE STRAPPING SCHEDULE	

ANCHOR & STRAPPING SCHEDULE	
56' BOX 120 MPH 5 STRAPS PER SIDE	
56' BOX 120 MPH 5 STRAPS PER SIDE	
56' BOX 120 MPH 5 STRAPS PER SIDE	
56' BOX 120 MPH 5 STRAPS PER SIDE	
56' BOX 120 MPH 5 STRAPS PER SIDE	
56' BOX 120 MPH 5 STRAPS PER SIDE	
56' BOX 120 MPH 5 STRAPS PER SIDE	
56' BOX 120 MPH 5 STRAPS PER SIDE	
56' BOX 120 MPH 5 STRAPS PER SIDE	
56' BOX 120 MPH 5 STRAPS PER SIDE	

FOUNDATION DIMENSIONS		
A. MODULE WIDTH	B. PIER TO MODULE EDGE	C. STEEL BEAM SPACING
11' - 8"	SEE FRAMING	VARIES
D. MAX. PIER SPACING	MINIMUM SOIL BEARING CAPACITY	
6' - 1"	2000 PSF	

SYMBOLS	
▼, T	FRAME TIE-DOWN FASTENED TO GROUND ANCHOR
■	HURRICANE STRAP



FOUNDATION NOTES:

MATERIAL SPECIFICATIONS:

SOIL & SITE PREPARATION:

1. FOUNDATION DESIGN IS BASED ON AN ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF. ANY SOIL CONDITIONS THAT MAY DIFFER FROM THIS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
2. FOUNDATIONS SHALL BE BUILT ON UNDISTURBED SOIL OR PROPERLY COMPACT FILL MATERIAL. COMPACTED SOILS SHALL BE TESTED TO A MINIMUM OF 95% PROCTOR IN ACCORDANCE WITH ASTM D 1557.
3. EXCAVATIONS FOR FOUNDATIONS SHALL BE BACKFILLED WITH SOIL WHICH IS FREE OF ORGANIC MATERIAL, CONSTRUCTION DEBRIS, AND LARGE ROCKS.
4. LESSFEND USER IS RESPONSIBLE FOR INSURING THAT SITE/SOIL CONDITIONS MEET OR EXCEED THE REQUIREMENTS SHOWN.

BASE PAD:

1. PIER FOOTING TYPE "A" SHALL BE 16"x18" ABS PAD OR 18"x18"x4" 2500 PSI CONCRETE PAD. PIER FOOTING TYPE "B" SHALL BE (1) 18"x18" ABS PADS STACKED.
2. CONCRETE IN FOOTINGS SHALL HAVE A SPECIFIED COMPRESSIVE STRENGTH OF NO LESS THAN 2500 PSI AT 28 DAYS.

MASONRY UNIT:

1. PIERS SHALL BE CONSTRUCTED WITH NOMINAL 8"x16"x4" CONCRETE MASONRY UNITS CONFORMING TO ASTM C-90.

WOOD & STEEL MATERIAL:

1. ALL WOOD BLOCKING AND SHIMS SHALL BE CEDAR OR PRESSURE TREATED.

GROUND ANCHORS:

1. GROUND ANCHORS SHALL HAVE 4725# MIN. ULTIMATE CAPACITY & SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.

TIE-DOWN STRAPS:

1. THE TIE-DOWN STRAPS SHALL BE 1/4" X 0.031" GALVANIZED STEEL Q55-70-14 TYPE 1 FENCE RAIL GRADE-1 BY MONITEMAN PRODUCTS, INC. TIE-DOWN STRAPS AND CONNECTING HARDWARE SHALL HAVE 4725# MIN. ULTIMATE CAPACITY.

INSTALLATION SPECIFICATIONS:

SOIL & SITE PREPARATION:

1. WHERE WATER IMPACTS THE GROUND FROM A ROOF VALLEY, DOWN SPOUT, SCUPPER, OR OTHER RAINWATER COLLECTION OR DIVERSION DEVICE, PROVISIONS SHALL BE MADE TO PREVENT SOIL EROSION AND DIRECT THE WATER AWAY FROM THE FOUNDATION.
2. FINISH GRADE SHALL BE SLOPED AWAY FROM THE FOUNDATION FOR DRAINAGE. THE AREA UNDER FOOTINGS, FOUNDATIONS, AND CONCRETE SLABS ON GRADE SHALL HAVE NO VEGETATION, STUMPS, ROOTS, AND FOREIGN MATERIAL REMOVED PRIOR TO THEIR CONSTRUCTION. FILL MATERIAL SHALL BE FREE OF VEGETATION AND FOREIGN MATERIAL.

MASONRY UNIT:

1. LONG DIMENSION OF ALL PIERS MAY BE INSTALLED PERPENDICULAR OR PARALLEL TO THE FRAME. MAXIMUM OF (4) COURSES, (12" HIGH) UNLESS OTHERWISE NOTED.
2. CONCRETE MASONRY UNITS SHALL CONFORM TO THE ASTM C 90 STANDARDS.
3. CONSTRUCTION OF DRY-STACKED, SURFACE BONDED MASONRY WALLS WHEN SPECIFIED, INCLUDING STACKING AND LEVELING OF ALL UNITS, MIXING AND THE APPLICATION OF MORTAR, CURING AND PROTECTION SHALL COMPLY WITH ASTM C-546.

TIE-DOWN STRAPS:

1. THE FIRST TIE-DOWN STRAP FROM THE ENDWALL SHALL NOT EXCEED 2'-4", UNLESS OTHERWISE SHOWN.
2. REFER TO ANCHOR & STRAPPING SCHEDULE FOR MINIMUM NUMBER OF STRAPS.



Digitally signed
by Julio Orbegoso
Date: 2021.06.10
08:30:58 -0400'

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JULIO ORBEGOSO, P.E. ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED BARNED AND SEALED AND THE SIGNATURES MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

* NOTICE *	CONSULTING ENGINEER
THESE DOCUMENTS WILL NO LONGER BE VALID IN ANY MANNER AFTER THE DATE SHOWN	JULIO ORBEGOSO
VALID THRU: JULY 10TH, 2021	202 DORIS DR.
	LAKELAND, FL 33813
	FL LICENSE #00769

REVISION DATE:	DATE: 08-09-2021
DRAWN: P.C.S.	
JOB #: 2416925	
	A4

WILLSCOT WEST PALM BEACH
375 KELLY DRIVE
WEST PALM BEACH, FLORIDA 33411
OFFICE: (861) 922-0801
WWW.WILLSCOT.COM



MODULAR STRUCTURE FOR:
WILLSCOT
(24' X 56')

THOMAS & COMPANY
MARINASURE®
EXCESS - SURPLUS LINES
P.O. BOX 60252
FT. MYERS, FL 33906
239-931-7171
FAX: 239-931-7176

Authority Ref. No. BB0019200 Previous Policy No. NA Policy No. TC ARG 20 59

Named Assured: Moss Marine, Inc. dba Moss Marine & George Freeland

Address: 450 Harbor Court, Ft. Myers Beach, FL 33931

Policy Period: 12:01 a.m. 01 November, 2020 to 12:01 a.m. 01 November, 2021

Security: Underwriters At Lloyd's, London

Coverage Terms: See attached interest page.

Radioactive Contamination Exclusion Clause NMA 1191
Seepage and/or Pollution and/or Contamination Exclusion NMA 2342
Special Conditions: War Exclusion Clause NMA 466
Cancellation Clause NMA 1331
War & Terrorism Exclusion NMA 2918

Service of Suit may be made upon
Mendes & Mount
750 Seventh Ave.
New York, NY 10019-6829

Premium: \$ 18,000.00

Executed this 1st day of November, 2020 by:

Walter W. Thomas
Correspondent



SURPLUS LINES AGENT: Walter W. Thomas
ADDRESS: 3620 Colonial Blvd #220, Ft. Myers, FL 33966
LICENSE NO.: A264045
PRODUCING AGENT: Walter W. Thomas
ADDRESS: 3620 Colonial Blvd #220, Ft Myers, FL 33966

This insurance is issued pursuant to the Florida Surplus Lines Laws. Persons insured by Surplus Lines Carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. Surplus Lines Insurers' policy rates and forms are not approved by any Florida Regulatory Agency.

FILE NUMBER: 128-20 QUARTER: 4
PREMIUM: \$ 18,000.00 TAX: \$892.91
FEE: \$75.00 FLSO Fee \$ 10.85
FEMPA FEE: \$4.00
AGENT'S COUNTERSIGNATURE:



INTERESTS

TC ARG 20 59

Insured: Moss Marine Inc. dba Moss Marine and
George Freeland

Location: 450 Harbor Court, Ft. Myers Beach, FL 33931

Underwriters shall not be liable for more than the limits of liability shown below:

<u>Section</u>	<u>Coverage</u>	<u>Description/ Location</u>	<u>Limit</u>	<u>Coin.</u>	<u>Deductible</u>	<u>Premium</u>
A	Property	Blanket Buildings, B.P.P.,	\$1,000,000	90%	\$5,000 aop 5% Wind & Hail	\$18,000.00
		Business Income coverage	\$ 200,000		14 days	
		• Replacement Cost • Special Form • Including Wind & Hail				
B	Piers & Wharves	Not applicable				

Mortgagees:
None Disclosed

1. **Requested Motion:**

Meeting Date: October 4, 2021

Approve/Approve with Conditions/Deny VAR20210058 506/508 Carlos Circle Variance for Pool Location and Street Setback

Why the action is necessary:

The property owner is requesting to locate a pool in a location forward of the house and in the required street setback. In order to permit the location, approval for the variance is required.

What the action accomplishes:

Allows the property owner to locate a pool forward of the house and in the street setback

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

Jack Holsem, the applicant for 506/508 Carlos Cir, is requesting a variance from the Town's Land Development Code (LDC). The Town's LDC Table 34-3, establishes a minimum front yard setback for Residential Conservation (RC) zoning district of 25 feet. The applicant is requesting to reduce the 25 feet street setback to 15 feet along Carlos Cir, resulting in a 10 feet street setback.

The principal structure (home) was built in 1968, with building permits in 1990, 2004, and 2018. The current owners bought the property in 2017.

The subject property is bound on three sides by street right-of-way from both Carlos Circle and Estero Boulevard. The applicant wishes to enhance his property with a swimming pool, and to place the pool away from Estero Boulevard to add privacy and a quieter environment for enjoyment of the pool area. Placement of the pool results in its location being in the front yard, along Carlos Circle, as it is the only other area on the property that is large enough to accommodate the pool.

Attachments:

1. 21-45, VAR20210058 506-508 Carlos Cir Pool
2. VAR20210058 - 506-508 Carlos Cir - Staff Report_TC REVISED
3. 9288466-Holsem RESUBMITTAL Package_07-18-21
4. 506-508 Carlos Cir - VAR - Notice To Neighborys TC REVISED

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Carl Bengé, Assistant Community Development Director

Created/Initiated - 9/23/2021

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

Approved - 9/27/2021
Approved - 9/27/2021
Approved - 9/28/2021
Final Approval - 9/28/2021

RESOLUTION NUMBER 21-45

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/DENYING VARIANCE 20210058 TO ALLOW THE CONSTRUCTION OF AN ACCESSORY STRUCTURES - A POOL - IN FRONT OF THE PRINCIPAL STRUCTURE WITHIN STREET SETBACKS AT 506/508 CARLOS CIRCLE; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, applicant Jack Holsem, is requesting a variance from Sec. 34-1174(b) of the Town of Fort Myers Beach Land Development Code which does not allow accessory structures to be located closer to the street right-of-way than the principal building; Table 34-3 which does not allow any structures within the street setbacks; and

WHEREAS, the STRAP number for the subject property is 24-46-23-W1-0070E.0070

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

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

WHEREAS, on October 4, 2021 the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by Section 34-87 of the LDC; and

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

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

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

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

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

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

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

- A. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
- B. A 10 feet Type B Buffer shall be constructed along Carlos Circle right-of-way between the driveway and the adjacent property, 518 Carlos Circle.
- C. The pool shall be constructed as an in-ground pool at existing grades. The approved location and variance to setbacks does not apply to any elevated pool or structures.

D. The final pool and deck/paver design are subject to the Town's maximum impervious surface requirement of 67%.

E. The pool shall be no farther than 10 feet from the existing single-family home with an allowance for up to three feet of pavers around the pool corner to encroach into the 10 feet buffer area. If the pool is greater than 10 feet from the home, then the paver encroachment allowance shall not be permitted.

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

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

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

ADOPTED this 4th day of October 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

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



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

TYPE OF CASE: Variance

CASE NUMBER: VAR20210058

CASE NAME: 506/508 Carlos Cir, to allow accessory structure - pool - in front of principle structure within street setbacks.

TOWN COUNCIL HEARING DATE: October 4, 2021 at 9.00 AM

STAFF RECOMMENDATION: Approve with conditions

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

I. APPLICATION SUMMARY

Applicant/Owner: Jack Holsem

Request: The applicant is seeking variances from Sec. 34-1174(b) to allow a pool forward of the primary structure; and Table 34-3 for a reduction of 15 feet in the street setbacks.

Subject property: See attached site plan

Physical Address: 506/508 Carlos Cir

STRAP #: 24-46-23-W1-0070E.0070

FLU: Mixed Residential

Zoning: Residential Conservation (RC)

Adjacent zoning and land uses:

North: RESIDENTIAL CONSERVATION (RC)
Single-Family Homes

South:	RESIDENTIAL MULTI-FAMILY (RM) AND COMMERCIAL PLANNED DEVELOPMENT (CPD) Condominiums
East:	RESIDENTIAL MULTI-FAMILY (RM) Condominiums
West:	REDIDENTIAL CONSERVATON (RC) Single-Family Homes

II. BACKGROUND AND ANALYSIS

Background:

Jack Holsem, the applicant for 506/508 Carlos Cir, is requesting a variance from the Town's Land Development Code (LDC). The Town's LDC Table 34-3, establishes a minimum front yard setback for Residential Conservation (RC) zoning district of 25 feet. The applicant is requesting to reduce the 25 feet street setback to 15 feet along Carlos Cir, resulting in a 10 feet street setback.

The principal structure (home) was built in 1968, with building permits in 1990, 2004, and 2018. The current owners bought the property in 2017.

Analysis:

The subject property is bound on three sides by street right-of-way from both Carlos Circle and Estero Boulevard. The applicant wishes to enhance his property with a swimming pool, and to place the pool away from Estero Boulevard to add privacy and a quieter environment for enjoyment of the pool area. Placement of the pool results in its location being in the front yard, along Carlos Circle, as it is the only other area on the property that is large enough to accommodate the pool.

Neighborhood Compatibility:

The abutting property to the south is the only adjacent residence and the pool will meet the accessory setback requirement for this applicable rear yard. Separation of the pool to the adjacent residence is approximately 30 feet. All other property lines where the pool is to be placed abut public rights-of-way where a privacy fence will be erected. The pool has been placed as far away from the Carlos Circle right-of-way as possible while still allowing adequate area for pool decking. The pool has intentionally been placed no further forward than the front of the house, to reduce visual impact at the front of the house and afford the residents privacy. In order to provide similar visual enhancement for the neighboring property, staff has included a recommended condition to require the edge of the pool to be no closer to Carol Circle than the front façade of the adjacent house, located at 518 Carlos Circle.

Additionally, the right-of-way of Carlos Circle includes a substantial open space separation from the property line to the paved edge of the street, further separating the proposed pool location from the travel lanes of the street. Staff has

Findings and Conclusions:

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

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

The property qualifies for the requested variances as there are unique and extraordinary circumstances inherent to the subject property because of the significant street frontage that leaves no place but a front yard for an accessory structure the magnitude of a swimming pool.

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

These conditions are not the result of owner actions. The principal structure (house) was built in 1968, prior to the Town adopted regulation prohibiting accessory structures forward of the primary structure. The current property owners acquired the property in 2017.

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

The granting of the variances will not be injurious to surrounding properties or to the health, safety, and welfare of the public. The variance is from the requirement that restricts accessory uses such as a pool from being located closer to the street right-of-way than the principal structure. The pool is reasonably sized and arranged in the only orientation to best fit the property.

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

The granting of the variances will not be injurious to surrounding properties or to the health, safety, and welfare of the public. The proposed placement of the pool is a logical location and closely conforms to the structural placement of the existing residence on the property. A proposed condition requires the pool placement to be located behind the front façade of the adjacent home at 518 Carlos Circle.

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

The variance request is not uncommon for corner lot properties located on the island. Many of the existing structures were built prior to adoption of the Town's Land Development Code. The Town LDC does not consider every special circumstance with regard to lot layout or orientation.

III. RECOMMENDATION

On August 10, 2021, LPA heard the presentation for the proposed variance. LPA recommended that the applicant be allowed to encroach the proposed buffer 3 feet as long as the pool is no further than 10 feet maximum from the principal structure. With the added condition, LPA voted, 5-0, to approve the variance with the added condition along with staff's recommended conditions.

Staff finds that the variances for the placement of the pool location is needed for the proposed project. The principal structure was built before the Town adopted setbacks for accessory structures.

Therefore, staff recommends **APPROVAL WITH CONDITIONS** of VAR20210058, for the pool to be forward of the principal structure and reduction of 15 feet to the street setback.

IV. CONDITIONS OF APPROVAL

1. *Approval of this variance does not give the developer an undeniable right to permit approval. Development or redevelopment of the subject property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and Land Development Code in effect at the time of permit approval, except as specifically modified herein.*
2. *A 10' Type B Buffer shall be constructed along Carlos Circle right-of-way between the driveway and the adjacent property, 518 Carlos Circle.*
3. *The pool shall be constructed as an in-ground pool at existing grades. The approved location and variance to setbacks does not apply to any elevated pool or structures.*
4. *The final pool and deck/paver design are subject to the Town's maximum impervious surface of 67% requirement.*
5. *The pool shall be no further than 10 feet from the existing single-family home with an allowance for up to three feet of pavers around the pool corner to encroach the 10 feet buffer area. If the pool is greater than 10 feet from the home, then the paver encroachment allowance shall not be permitted.*

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

Staff Report Exhibits:

A – Complete Application

B – Letter to Adjacent Property Owners

HOLSEM RESIDENCE VARIANCE REQUEST

Resubmittal

506/508 Carlos Circle
Fort Myers Beach, Florida

STRAP# 24-46-23-W1-0070E.0070

Submitted By:
Shellie Johnson, AICP
436 E. Ivan Road
Crawfordville, FL 32327

July 18, 2021



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Site Address: 506/508 Carlos Circle

STRAP Number: 24-46-23-W1-0070E.0070

Applicant: Jack Holsem Phone: 616-291-1822

Contact Name: Jack Holsem Phone: 616-291-1822

Email: Jack.Holsem@fbmsales.com Fax: _____

Current Zoning District: RC

Future Land Use Map (FLUM) Category: Mixed Residential

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

ACTION REQUESTED

☐ Special Exception

☒ Variance

☐ Conventional Rezoning

☐ Planned Development ☐ Commercial ☐ Residential

☐ Master Concept Plan Extension

☐ Appeal of Administrative Action

☐ Vacation of Platted Right-of-way and Easement

☐ Other – cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

PH-A

PH-B

PH-C

PH-D

PH-E

PH-F

PH-G

attach on separate sheet

PART I – General Information

A. Applicant*: Jack Holsem Phone: 616-291-1822

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

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

Applicant Mailing Address: 505 Jackson Street SW, Grandville, MI 49418

Email: Jack.Holsem@fbmsales.com Fax: _____

Contact Name: Jack Holsem Phone: 616-291-1822



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

B. Relationship of Applicant to subject property:

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

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

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

Name: Shellie Johnson, AICP Phone: 239-898-0125
Address: 436 E. Ivan Road, Crawfordville, FL 32327
Email: sjohnsonplanner@gmail.com Fax: _____

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

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

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

PART II – Nature of Request

Requested Action (each request requires a separate application)

- ☐ Special Exception
- ☒ Variance from LDC Section 34 - 1174(b)
- ☐ Conventional Rezoning from _____ to _____
- ☐ Planned Development
- ☐ Rezoning from _____ to ☐ Commercial PD ☐ Residential PD
- ☐ Amendment. List the project number: _____
- ☐ Extension/reinstatement of Master Concept Plan. List project number: _____



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

- ☐ Appeal of Administrative Action
- ☐ Vacation ☐ Right-of-Way ☐ Easement
- ☐ Other. Please Explain: _____
- _____
- _____

PART III – Waivers

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

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV – Property Ownership (Single Owner)

☒ Single Owner (individual or husband and wife)

Name: Jack Holsem Phone: 616-291-1822

Mailing Address: 505 Jackson Street SW, Grandville, MI 49418

Email: Jack.Holsem@fbmsales.com Fax: _____

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

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

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

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 171 feet

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

Frontage on street: 246 feet. Frontage on waterbody: 0 feet

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

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

Approximately 1/2 mile west of San Carlos Boulevard bridge overpass on the north side of Estero
Boulevard.

☒ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

☐ Low Density

☐ Marina

☒ Mixed Residential

☐ Recreation

☐ Boulevard

☐ Wetlands

☐ Pedestrian Commercial

☐ Platted Overlay

PROJECT NUMBER:

DATE:

Description: 506/508 Carlos Circle, Fort Myers Beach, FL

PART IV - Property Ownership

☒ Single Owner (individual or husband and wife)

Name: Jack Holsem

Phone: 616-291-1822

Mailing Address: 505 Jackson Street SW, Grandville, MI 49418

Email: jack.holsem@fbmsales.com

Fax: _____

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

☐ Complete Disclosure of Interest Form (see below)

☐ Attach list of property owners as Exhibit 4-1

☐ Attach map showing property owners interests as Exhibit 4-2 (for multiple parcels)

☐ For condominiums and timeshares see Explanatory Notes Part IV (Page 11)

DISCLOSURE OF OWNERSHIP INTEREST

STRAP: 24-46-23-W1-0070E.0070

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

Name and Address

Percentage Ownership

Jack Holsem

100%

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

PROJECT NUMBER:

DATE:

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

Name, Address and Office

Percentage of Stock

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

Date of Contract:

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

Name

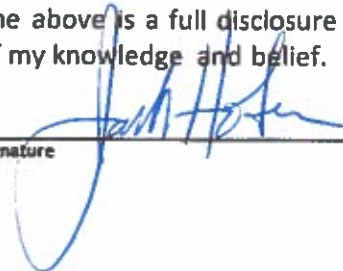
Address

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

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

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

Signature



Printed Name



Revised 1/6/2017

Town of Fort Myers Beach
2525 Estero Blvd., Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Permits@FortMyersBeachFL.gov Fax: 239-765-0909

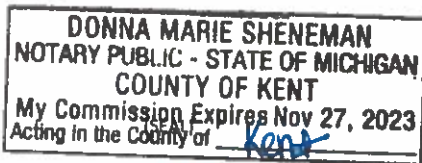
Page 6 of 15

PROJECT NUMBER:

DATE:

~~STATE OF FLORIDA~~
MICHIGAN
COUNTY OF ~~LEE~~ KENT

Subscribed and sworn to (or affirmed) before me this 8th day of June
20 21, by Donna Marie Sheneman



Donna Marie Sheneman
Notary Public Signature
Donna Marie Sheneman
Notary Printed Name

Personally Known X or Produced Identification _____

Type of Identification Produced: _____ My Commission Expires: 11-27-2023

PART V - Property Information

A. Legal Description:

STRAP: 24-46-23-W1-0070E.0070

Property Address: 506/508 Carlos Circle

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

☒ Yes. Property identified in subdivision: Island Shores

Book: 9 Page: 37 Unit: 4 Block: E Lot(s): 7

B. Boundary Survey:

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

C. Property Dimensions:

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

PROJECT NUMBER:

DATE:

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

PART VI

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

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

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

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

Revised 1/6/2017

Town of Fort Myers Beach
2525 Estero Blvd., Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Permits@FortMyersBeachFL.gov Fax: 239-765-0909

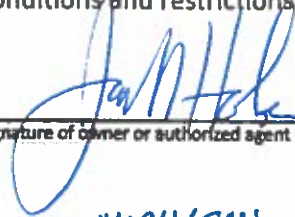
Page 9 of 15

PROJECT NUMBER:

DATE:

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

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



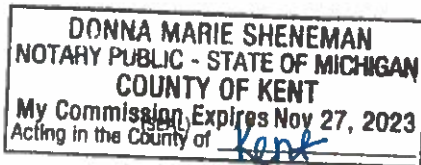
Signature of owner or authorized agent

6/8/21

Date

MICHIGAN
STATE OF ~~FLORIDA~~
COUNTY OF ~~LEE~~
KENT

Subscribed and sworn to (or affirmed) before me this 8th day of June
20 21 by Donna Marie Sheneman





Notary Public Signature

Donna Marie Sheneman

Notary Printed Name

Personally Known X or Produced Identification _____

Type of Identification Produced: _____ My Commission Expires: 11-27-2023



Case # _____ Date Received: _____

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-B

Additional Required Information for a Variance Application

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

Case Number:
Project Name: Holsem Pool Variance
Authorized Applicant: Jack Holsem
LeePA STRAP Number: 24-46-23-W1-0070E.0070

Current Property Status: Developed
Current Zoning: RC
Future Land Use Map (FLUM) Category: Mixed Residential
Comp Plan Density: 10 du/acre Platted Overlay? ☐ Yes ☒ No

Variance is requested from:

LDC Section Number	Title of Section or Subsection
34-1174(b)	Setback from Streets

Complete the narrative statements below for EACH variance requested.

PART I Narrative Statements

Request for variance from _____ (LDC Section number)

Explain the specific regulation contained in this section from which relief is sought:
34-1174(b):
States no accessory use, building or structure shall be located closer to a street right-of-way line than the principal building. The applicant is requesting a variance to this Section to allow placement of a swimming pool which is an accessory use/structure.

Reasons for request

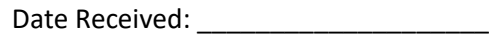
Explain why the variance is needed:
SEE NARRATIVE

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

SEE NARRATIVE

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

SEE NARRATIVE



SEE NARRATIVE

HOLSEM POOL VARIANCE

506/508 CARLOS CIRCLE

NARRATIVE

The applicant is requesting variance approval for placement of an in-ground swimming pool at 506/508 Carlos Circle. LDC Section 34-1174(b) states that no accessory use, building or structure can be placed closer to a street right-of-way line than the principal building. This request is to allow for placement of the accessory use in the front yard.

Why the Variance is Needed:

The subject property is bound on three sides by street right-of-way from both Carlos Circle and Estero Boulevard. The applicant wishes to enhance his property with a swimming pool, and to place the pool away from Estero Boulevard to add privacy and a quieter environment for enjoyment of the pool area. Placement of the pool results in its location being in the front yard, along Carlos Circle, as it is the only other area on the property that is large enough to accommodate the pool. For purposes of this discussion, the front of the house will be considered north and the rear of the house will be south.

Explain the Possible Effect the Variance, if Granted, would have on Surrounding Properties:

The requested variance will not have any adverse affects on the surrounding properties. The abutting property to the south is the only adjacent residence and the pool will meet the accessory setback requirement for this applicable rear yard. Separation of the pool to the adjacent residence is approximately 30 feet. All other property lines where the pool is to be placed abut public rights-of-way where a privacy fence will be erected. The pool has been placed as far away from the Carlos Circle right-of-way as possible while still allowing adequate area for pool decking. The pool has intentionally been placed no further forward than the front of the house, to reduce visual impact at the front of the house and afford the residents privacy. Additionally, the right-of-way of Carlos Circle includes a substantial open space separation from the property line to the paved edge of the street, further separating the proposed pool location from the actual street.

Explain the Hardship that Justifies Relief from the Regulation:

A hardship exists in that the subject property is bound on three sides by street right-of-way and is irregularly shaped as a result of the curvature of Carlos Circle. The placement of the existing structure eliminates the ability to place the pool in a rear yard and the only yards available are all front yards.

Explain how the Property Qualifies for a Variance. Direct this Explanation to the Guidelines for Decision-Making in LDC Section 34-87:

The property qualifies for the requested variances as there are unique and extraordinary circumstances inherent to the subject property because of the significant street frontage that leaves no place but a front yard for an accessory structure the magnitude of a swimming pool. The circumstances are not the result of any action of the applicant and the request is the minimum necessary to allow the applicant to construct a pool of average size for a two-family unit and which is commonly enjoyed by other residents of Fort Myers Beach. The granting of the variances will not be injurious to surrounding properties or to the health, safety and welfare of the general public. The proposed placement of the pool is a logical location and closely conforms to the structural placement of the existing residence on the property.

BOUNDARY AND LOCATION SURVEY W/ TOPO OF
506/508 CARLOS CIRCLE
FORT MYERS BEACH, FLORIDA 33931

LEGAL DESCRIPTION:

Lot 7, BLOCK E, UNIT NO. 4 ISLAND SHORES according to
the map or plat thereof, as recorded in Plat Book 9,
Page 37, of the Public Records of Lee County, Florida.

C1
 $\Delta=68^{\circ}08'51''$
 $R=100.0$
 $A=118.94'$
 $CH.BR.=N79^{\circ}25'39''E$
 $CH.=112.05'(M)$

MH
SAN. SEWER

B.M.#2
2.04'

$S66^{\circ}30'00''E$
 $13.16'(M)(P)$

FIR 5/8
1.9'

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- A/C AIR CONDITIONER
- B.M. BENCHMARK
- (C) CALCULATED
- CB CABLE BOX
- CLF CHAIN LINK FENCE
- CONC CONCRETE
- CSW CONCRETE SIDEWALK
- DEED DEED
- DE DRAINAGE EASEMENT
- DPUE DRAINAGE/PUBLIC UTILITY EASEMENT
- EB ELECTRIC BOX
- EW EDGE OF WATER
- EP EDGE OF PAVEMENT
- FCIR FIR CAPPED
- FCM FOUND CONC MONUMENT
- FIP FOUND IRON PIPE
- FIR FOUND IRON ROD
- FN FOUND NAIL
- FND FOUND NAIL AND DISK
- FXC FOUND X CUT
- LP LIGHT POLE
- (M) MEASURED
- MH MANHOLE
- NO CORNER FOUND
- OHV OVERHEAD WIRES
- O/A OVER-ALL
- P.C.P. PERMANENT CONTROL POINT
- (P) PLAT
- PE POOL EQUIPMENT
- PP POWER POLE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- R/W RIGHT OF WAY
- SIR SET 1/2" IRON ROD WITH CAP-
- SND SET NAIL AND DISK LB 6912
- TOS TOP OF SLOPE
- TP TELEPHONE PEDESTAL
- UE UTILITY EASEMENT
- WM WATER METER
- WV WATER VALVE
- WDF WOOD FENCE

BENCHMARK NOTE
NAVD88 ELEVATIONS
BASED ON FIRE HYDRANT
TOP BOLT ELEV=6.16'

LOT 6
BLOCK E
DEVELOPED

ESTERO BOULEVARD
CENTERLINE (60' R/W)

FEMA MAP - 120673 / 12071C0554F
FLOOD ZONE - VE
BASE ELEV. - 16' NAVD88

COVERED ENTRANCE
SCREEN ENCLOSED AREA
SCREEN ENCLOSED WITH POOL

0 10 20 40
SCALE:1"=20'

(C) 2020 BASIS OF BEARINGS IS R/W LINE (USING PLAT BEARING OR ASSUMED) UNLESS NOTED OTHERWISE
FLORIDA ADMINISTRATIVE CODE STATES IF LOCATION OF EASEMENTS OR RIGHTS OF WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS IS REQUIRED,
THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR - IF FENCES ARE SHOWN, DISTANCES INDICATE APPROXIMATE DISTANCE ON OR OFF PROPERTY
- OVERHANGS AND UNDERGROUND FOUNDATIONS OR UTILITIES HAVE NOT BEEN LOCATED AS PART OF THIS SURVEY.

(1)UNLESS STATED OTHERWISE THIS SURVEY IS AN AS-BUILT SURVEY SHOWING VISIBLE IMPROVEMENTS IN RELATION TO SURVEY MARKERS FOUND

AFFORDABLE
SURVEYS
239-283-1518

CERTIFIED EXCLUSIVELY TO:
HOLSEM JACK

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT
USING FIELD SURVEY PREPARED UNDER MY DIRECTION AND IS
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE
AND SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

DATE OF FIELD SURVEY 2/10/2021

BILL HYATT
Surveyor & Mapper Number 4636
LB 6912

3366 STRINGFELLOW ROAD
SAINT JAMES CITY, FL 33956

AFFORDABLE SURVEYS IS OWNED BY KNOW IT NOW, INC., 2011 HEIDELBERG AVENUE, DUNEEDIN, FL 34698

FLORIDA SURVEYOR 04001416
727-415-8305

GeoView Map



May 7, 2021

Air Photos: 2020 Hi-Res (4 inch)



Hospital Locations



Library Locations

School Locations



School Locations



CCC_Parks

--- County Boundary

Major Roads Medium

I - 75

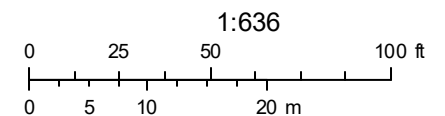
US 41

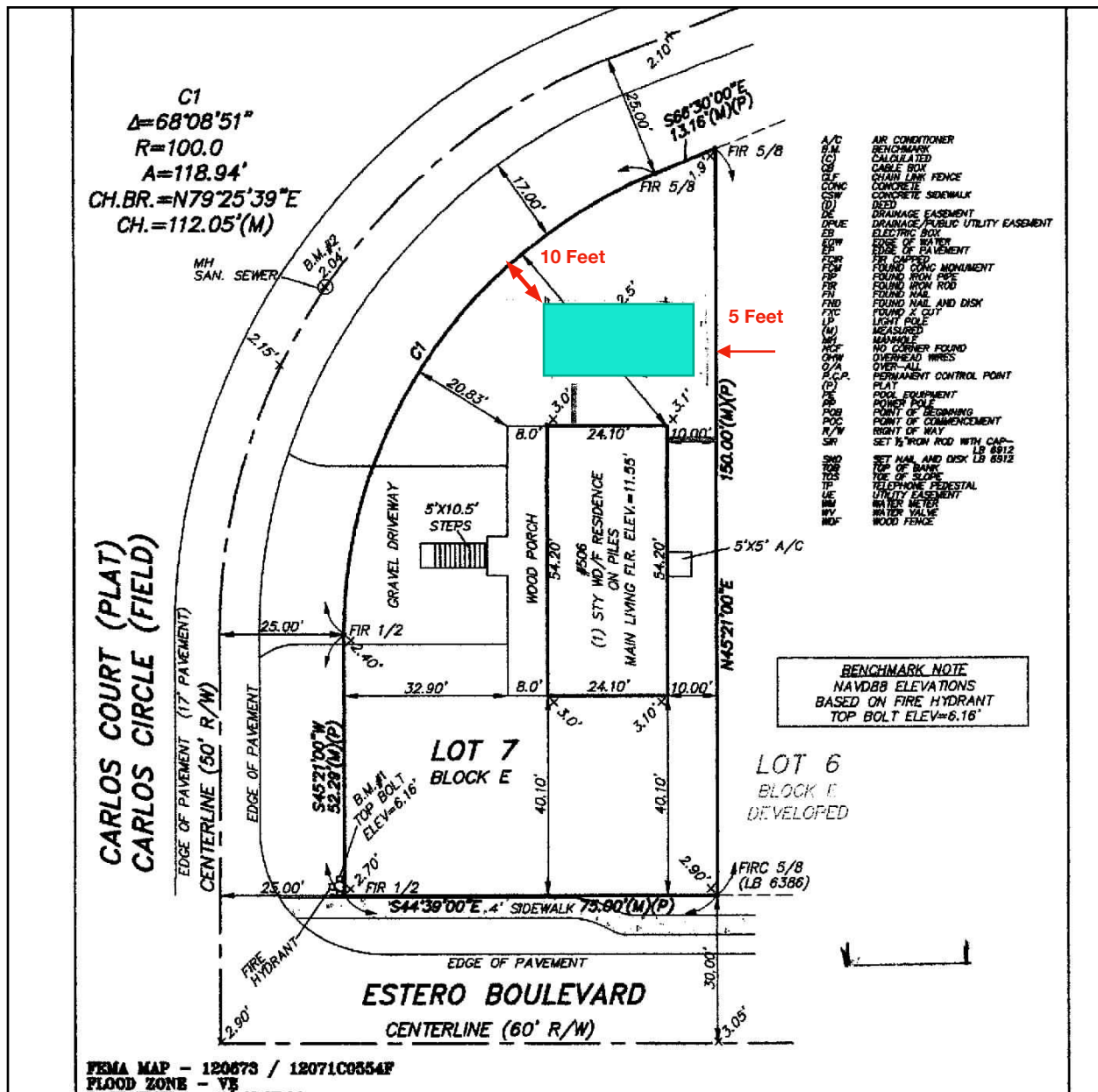
Other Highways

Other Roads

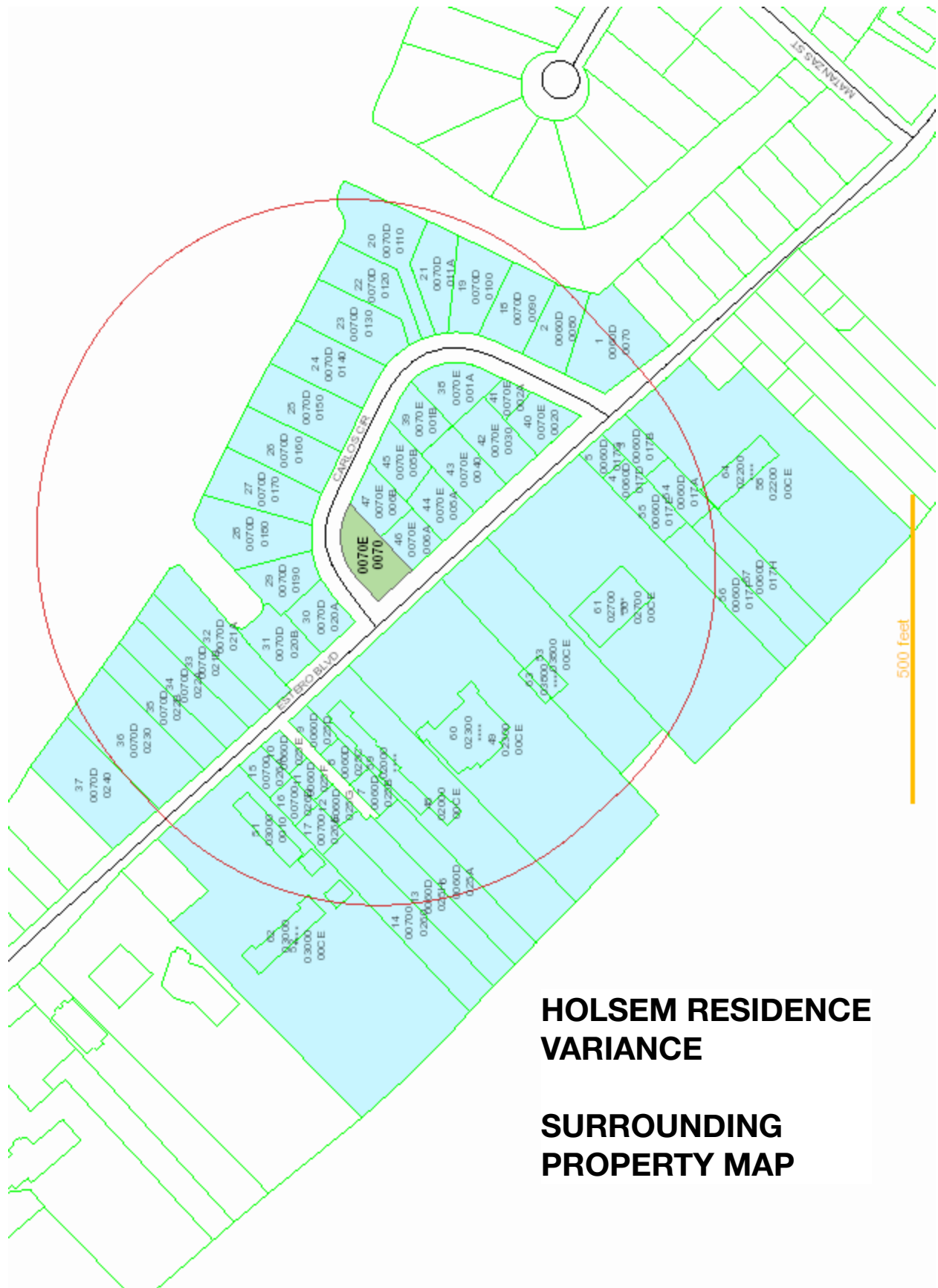


Parcels Near





HOLSEM POOL VARIANCE **Layout and Dimensional Drawing** **June 2021**



500 feet

**HOLSEM RESIDENCE
VARIANCE**

**SURROUNDING
PROPERTY MAP**

1

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10127086	24-46-23-W1-02300.5940	HARTNETT ROBERT G		PO BOX 810615		PORT HURON	MI	48061		500	ESTERO BLVD	594	FORT MYERS BEACH	33931
10127087	24-46-23-W1-02300.5950	MILNES GARY F & BETH E		15395 NORRISH DR		MORRISON	IL	61270		500	ESTERO BLVD	595	FORT MYERS BEACH	33931
10127088	24-46-23-W1-02300.5960	LAYFIELD PAMELA TR		500 ESTERO BLVD #195		FORT MYERS BEACH	FL	33931		500	ESTERO BLVD	596	FORT MYERS BEACH	33931
10127089	24-46-23-W1-02300.5970	STOVER JOHN C + PATRICIA R L/E		818 BROWNS LAKE DR		JACKSON	MI	49203		500	ESTERO BLVD	597	FORT MYERS BEACH	33931
10127090	24-46-23-W1-02300.5980	BFMB INC		3601 HEMPSTEAD TURNPK	STE 210	LEVITTOWN	NY	11756		500	ESTERO BLVD	598	FORT MYERS BEACH	33931
10127091	24-46-23-W1-02300.5990	KERBS JAMES R & JILL W		500 ESTERO BLVD # 599		FORT MYERS BEACH	FL	33931		500	ESTERO BLVD	599	FORT MYERS BEACH	33931
10127092	24-46-23-W1-02300.6040	SCHARBACH ENTERPRISES LTD PTNR		162 PADDOCK ST		WATERTOWN	NY	13601		500	ESTERO BLVD	604	FORT MYERS BEACH	33931
10127093	24-46-23-W1-02300.6050	SCHAFER MARGARET I TR		500 ESTERO BLVD #695		FORT MYERS BEACH	FL	33931		500	ESTERO BLVD	605	FORT MYERS BEACH	33931
10127094	24-46-23-W1-02300.6060	SCHAFER MARGARET I		500 ESTERO BLVD #696		FORT MYERS BEACH	FL	33931		500	ESTERO BLVD	606	FORT MYERS BEACH	33931
10127095	24-46-23-W1-02300.6070	REINER PAUL S + SHEILA J		5875 KILBANNAN CT		DUBLIN	OH	43017		500	ESTERO BLVD	607	FORT MYERS BEACH	33931
10127096	24-46-23-W1-02300.6080	DAMICO TRACEY L		18615 LAKE CIRCLE DR APT 432		FORT MYERS	FL	33908		500	ESTERO BLVD	608	FORT MYERS BEACH	33931
10127097	24-46-23-W1-02300.6090	MARCHESE MARJORIE		2 SHADOW LN		CROMWELL	CT	6416		500	ESTERO BLVD	609	FORT MYERS BEACH	33931
10127098	24-46-23-W1-02300.7940	WELLS ANDREW + REBECCA		320 HAMILTONIAN DR		OAK BROOK	IL	60523		500	ESTERO BLVD	794	FORT MYERS BEACH	33931
10127099	24-46-23-W1-02300.7950	ALLIS HOLDINGS LLC		PO BOX 111		GENESEO	IL	61254		500	ESTERO BLVD	795	FORT MYERS BEACH	33931
10127100	24-46-23-W1-02300.7960	BURTH GENA C		1235 FLORIDA AVE		FORT MYERS	FL	33901		500	ESTERO BLVD	796	FORT MYERS BEACH	33931
10127101	24-46-23-W1-02300.7970	LENNAMAN LAWRENCE J + JO ANN		18164 DEEP PASSAGE LN		FORT MYERS BEACH	FL	33931		500	ESTERO BLVD	797	FORT MYERS BEACH	33931
10127102	24-46-23-W1-02300.7980	VANDERMEY KATHERINE F TR		15600 FIDOLESTICKS BLVD		FORT MYERS	FL	33912		500	ESTERO BLVD	798	FORT MYERS BEACH	33931
10127103	24-46-23-W1-02300.7990	VANDERMEY KATHERINE F TR		15600 FIDOLESTICKS BLVD		FORT MYERS	FL	33912		500	ESTERO BLVD	799	FORT MYERS BEACH	33931
10127104	24-46-23-W1-02300.8940	GIBSON FRED E + SANDRA J		500 ESTERO BLVD #894		FORT MYERS BEACH	FL	33931		500	ESTERO BLVD	894	FORT MYERS BEACH	33931
10127105	24-46-23-W1-02300.8950	DEERPATH CAMP LLC		7360 CARIBOU TRAIL		CENTERVILLE	OH	45459		500	ESTERO BLVD	895	FORT MYERS BEACH	33931
10127106	24-46-23-W1-02300.8960	RENALDO JOHN M + JUDY L		500 ESTERO BLVD #896		FORT MYERS BEACH	FL	33931		500	ESTERO BLVD	896	FORT MYERS BEACH	33931
10127107	24-46-23-W1-02300.8970	AGM GATEWAY LLC		164 HERON AVE		NAPLES	FL	34108		500	ESTERO BLVD	897	FORT MYERS BEACH	33931
10127108	24-46-23-W1-02300.8980	DISHARON MARCIA S		500 ESTERO BLVD #898		FORT MYERS BEACH	FL	33931		500	ESTERO BLVD	898	FORT MYERS BEACH	33931
10127109	24-46-23-W1-02300.8990	ROWE RICHARD +		9990 CYPRESS LAKE DR		FORT MYERS	FL	33919		500	ESTERO BLVD	899	FORT MYERS BEACH	33931
10127114	24-46-23-W1-02700.1010	GIBSON JOSEPH G TR		101 GLENMEADE RD		GREENSBURG	PA	15601		538	ESTERO BLVD	101	FORT MYERS BEACH	33931
10127115	24-46-23-W1-02700.1020	TRELAWNEY HOLDINGS LTD		538 ESTERO BLVD #102		FORT MYERS BEACH	FL	33931		538	ESTERO BLVD	102	FORT MYERS BEACH	33931
10127116	24-46-23-W1-02700.1030	STRICKER DOLPHIN WATCH LLC		6240 WAXMYRTLE WAY		NAPLES	FL	34109		538	ESTERO BLVD	103	FORT MYERS BEACH	33931
10127117	24-46-23-W1-02700.1040	STUERMAN LEROY SCOTT +		1404 S CARROLL ST		ROCK RAPIDS	IA	51246		538	ESTERO BLVD	104	FORT MYERS BEACH	33931
10127118	24-46-23-W1-02700.2010	WELLER KATHY TR		5190 KENOWA AVE SW		GRANDVILLE	MI	49418		538	ESTERO BLVD	201	FORT MYERS BEACH	33931
10127119	24-46-23-W1-02700.2020	NAGEL THOMAS C TR		338 ESTERO BLVD #202		FORT MYERS BEACH	FL	33931		538	ESTERO BLVD	202	FORT MYERS BEACH	33931
10127120	24-46-23-W1-02700.2030	833616 ONTARIO LIMITED	KATHRYN MINALOFF	32 WIMBLETON RD		TORONTO	ON	M9A 3R6	CANADA	538	ESTERO BLVD	203	FORT MYERS BEACH	33931
10127121	24-46-23-W1-02700.2040	MAMMANGA MARILYN K		306 MILL POND RD		ROCK RAPIDS	IA	51246		538	ESTERO BLVD	204	FORT MYERS BEACH	33931
10127122	24-46-23-W1-02700.3010	PADDOCK JACK W + LYNN A		4458 W OLD STATE ROAD 28		FRANKFORT	IN	46041		538	ESTERO BLVD	301	FORT MYERS BEACH	33931
10127123	24-46-23-W1-02700.3020	DENMAN JUDY L TR +		3675 JEFFERS PKWY NW		PRIOR LAKE	MN	55372		538	ESTERO BLVD	302	FORT MYERS BEACH	33931
10127124	24-46-23-W1-02700.3030	GENZINK MARY TR		869 ALLEN DR		HOLLAND	MI	49423		538	ESTERO BLVD	303	FORT MYERS BEACH	33931
10127125	24-46-23-W1-02700.3040	GAFFNEY JOHN S + ELIZABETH L		HEATH FARM	ULLENHALL	HENLEY-IN-ARDEN		B95 5PR	UNITED KING	538	ESTERO BLVD	304	FORT MYERS BEACH	33931
10127126	24-46-23-W1-02700.4010	REARDON KEVIN T TR		538 ESTERO BLVD #401		FORT MYERS BEACH	FL	33931		538	ESTERO BLVD	401	FORT MYERS BEACH	33931
10127127	24-46-23-W1-02700.4020	ABAA INVESEMENTS LLC		195 JAMES P MURPHY HWY		WEST WARWICK	RI	2893		538	ESTERO BLVD	402	FORT MYERS BEACH	33931
10127128	24-46-23-W1-02700.4030	WELLER KATHY R TR		5190 KENOWA AVE SW		GRANDVILLE	MI	49418		538	ESTERO BLVD	403	FORT MYERS BEACH	33931
10127129	24-46-23-W1-02700.4040	RAYBURN HAROLD E TR		538 ESTERO BLVD #404		FORT MYERS BEACH	FL	33931		538	ESTERO BLVD	404	FORT MYERS BEACH	33931
10127130	24-46-23-W1-02700.5010	MILHON JANET V TR		2155 CENTERION DR		MARTINSVILLE	IN	46151		538	ESTERO BLVD	501	FORT MYERS BEACH	33931
10127131	24-46-23-W1-02700.5020	GANGER DAVID E + CONNIE S		22237 HERON COVE		ELKHART	IN	46516		538	ESTERO BLVD	502	FORT MYERS BEACH	33931
10127132	24-46-23-W1-02700.5030	RICHARDSON D ALAN		538 ESTERO BLVD #503		FORT MYERS BEACH	FL	33931		538	ESTERO BLVD	503	FORT MYERS BEACH	33931
10127133	24-46-23-W1-02700.5040	GARDENS INC		4 THUNDERBIRD CIR		LITCHFIELD	IL	62056		538	ESTERO BLVD	504	FORT MYERS BEACH	33931
10127134	24-46-23-W1-02700.6010	WEBER PAUL + ROSE TR		538 ESTERO BLVD #601		FORT MYERS BEACH	FL	33931		538	ESTERO BLVD	601	FORT MYERS BEACH	33931
10127135	24-46-23-W1-02700.6020	WORZELLA NORMAN TR		1911 CLAR-RE DR		PLOVER	WI	54467		538	ESTERO BLVD	602	FORT MYERS BEACH	33931
10127136	24-46-23-W1-02700.6030	ASKINS JAMES C + KAREN S L/E		1046 S BROWN ST		JACKSON	MI	49203		538	ESTERO BLVD	603	FORT MYERS BEACH	33931
10127137	24-46-23-W1-02700.6040	STEVENS CHARLES N TR		21 WINDSOR DR		CHILLICOTHE	OH	45601		538	ESTERO BLVD	604	FORT MYERS BEACH	33931
10127138	24-46-23-W1-02700.7010	BARBER CARRIE L		783 BOGEY CT		ANN ARBOR	MI	48103		538	ESTERO BLVD	701	FORT MYERS BEACH	33931
10127139	24-46-23-W1-02700.7020	HOLMES JANNA LYNN &		538 ESTERO BLVD APT 702		FORT MYERS BEACH	FL	33931		538	ESTERO BLVD	702	FORT MYERS BEACH	33931
10127140	24-46-23-W1-02700.7030	MAMMANGA MARILYN K +		306 MILL POND RD		ROCK RAPIDS	IA	51246		538	ESTERO BLVD	703	FORT MYERS BEACH	33931
10127141	24-46-23-W1-02700.7040	FRANKEN MARY TR		PO BOX 840		ARNOLDS PARK	IA	51331		538	ESTERO BLVD	704	FORT MYERS BEACH	33931
10127142	24-46-23-W1-02700.8010	DONNELLY G JOAN	ANNETTE LEIBL	105 CARTWHEEL BND		AUSTIN	TX	78738		538	ESTERO BLVD	801	FORT MYERS BEACH	33931
10127143	24-46-23-W1-02700.8020	NEWMAN LARRY L TR		PO BOX 785		SUNBURY	PA	17801		538	ESTERO BLVD	802	FORT MYERS BEACH	33931
10127144	24-46-23-W1-02700.8030	PARRY PAUL EDWARD &		5992 EAGLE RIDGE RD		BETTENDORF	IA	52722		538	ESTERO BLVD	803	FORT MYERS BEACH	33931
10127145	24-46-23-W1-02700.8040	BOELTER MELINDA S & DEAN L TR		8510 BELLE MEADE DR		FORT MYERS	FL	33908		538	ESTERO BLVD	804	FORT MYERS BEACH	33931
10127148	24-46-23-W1-03000.5010	FRITZ SISTERS LLC		35707 COUNTY HIGHWAY 126		ASHBY	MN	56309		418	ESTERO BLVD	501	FORT MYERS BEACH	33931
10127149	24-46-23-W1-03000.5020	FRITZ LAURA L		814 W MOUNT PLEASANT RD		EVANSVILLE	IN	47711		418	ESTERO BLVD	502	FORT MYERS BEACH	33931
10469064	24-46-23-W1-03800.0101	ISABELLA PROPERTIES LLC		17 BELVEDERE		JOHNSTON	RI	2919		510	ESTERO BLVD	101	FORT MYERS BEACH	33931
10469065	24-46-23-W1-03800.0102	PILETTE MARSHA J TR		9379 LOS AUSLOS WAY		FORT MYERS	FL	33908		510	ESTERO BLVD	102	FORT MYERS BEACH	33931
10469066	24-46-23-W1-03800.0103	SIMPSON DOUG		8534 US 42		FLORENCE	KY	41042		510	ESTERO BLVD	103	FORT MYERS BEACH	33931
10469067	24-46-23-W1-03800.0104	BROWN GEORGE E +		711 OAK KNOLL AVE NE		WARREN	OH	44483		510	ESTERO BLVD	104	FORT MYERS BEACH	33931
10469068	24-46-23-W1-03800.0105	POIN ELIZABETH		15388 SW 280TH ST		HOMESTEAD	FL	33032		510	ESTERO BLVD	105	FORT MYERS BEACH	33931
10469069	24-46-23-W1-03800.0201	DONIA JAMES A + ANN M		49633 HIDDEN OAKS RD		SAINT CHARLES	IL	60175		510	ESTERO BLVD	201	FORT MYERS BEACH	33931
10469070	24-46-23-W1-03800.0202	SAGENDORF JOHN D + SUSAN R		1000 RAY COSTIN WAY # 105		MURRELLS INLET	SC	29576		510	ESTERO BLVD	202	FORT MYERS BEACH	33931
10469071	24-46-23-W1-03800.0203	SCHLAX LAWRENCE A + KAREN L		101 SW 53ES ST		CAPE CORAL	FL	33914		510	ESTERO BLVD	203	FORT MYERS BEACH	33931
10469072	24-46-23-W1-03800.0204	PADDOCK JACK W + LYNN A		4458 W OLD STATE ROAD 28		FRANKFORT	IN	46041		510	ESTERO BLVD	204	FORT MYERS BEACH	33931
10469073	24-46-23-W1-03800.0205	BADONG CHRISTOPHER & TIEREN		321 SURREY RIDGE		EATON	CO	80615		510	ESTERO BLVD	205	FORT MYERS BEACH	33931
10469074	24-46-23-W1-03800.0301	WEGLARZ RUSSELL J + LAURIE A		13410 WOOD DUCK DR		PLAINFIELD	IL	60585		510	ESTERO BLVD	301	FORT MYERS BEACH	33931
10469075	24-46-23-W1-03800.0302	WELLS ANDREW L &		320 HAMILTONIAN DR		OAK BROOK	IL	60523		510	ESTERO BLVD	302	FORT MYERS BEACH	33931
10469076	24-46-23-W1-03800.0303	WAGLER JIM + LINDA		103 O LOANE AVE		STRATFORD	ON	N5A 6S4	CANADA	510	ESTERO BLVD	303	FORT MYERS BEACH	33931
10469077	24-46-23-W1-03800.0304	TIETZE WAYNE		5143 COMMERCIAL WAY		SPRING HILL	FL	34606		510	ESTERO BLVD	304	FORT MYERS BEACH	33931
10469078	24-46-23-W1-03800.0305	HILTON LORI J		1053 PORT ORANGE WAY		NAPLES	FL	34120		510	ESTERO BLVD	305	FORT MYERS BEACH	33931
10469079	24-46-23-W1-03800.0401	SOLANS ENRIC + ANTOINETTE		1821 BOULDER DR		MOUNT PROSPECT	IL	60056		510	ESTERO BLVD	401	FORT MYERS BEACH	33931
10469080	24-46-23-W1-03800.0402	KENNEDY RONALD L + DENA J		11299 BIENNENDA WAY UNIT 101		FORT MYERS	FL	33908		510	ESTERO BLVD	402	FORT MYERS BEACH	33931
10469081	24-46-23-W1-03800.0403	SCOTT JOYCE A +		52 NANCY LN		FORT MYERS BEACH	FL	33931		510	ESTERO BLVD	403	FORT MYERS BEACH	33931
10469082	24-46-23-W1-03800.0404	SCHLAX LAWRENCE A + KAREN L		101 SW 53RD ST		CAPE CORAL	FL	33914		510	ESTERO BLVD	404	FORT MYERS BEACH	33931
10469083	24-46-23-W1-03800.0405	PELOSO KEVIN		90 WOOD ST		COVENTRY	RI	2816		510	ESTERO BLVD	405	FORT MYERS BEACH	33931
10469084	24-46-23-W1-03800.0501	A+A INVESTMENTS OF INDIANAPOLI		1528 ASHWOOD CT		GREENWOOD	IN	46143		510	ESTERO BLVD	501	FORT MYERS BEACH	33931
10469085	24-46-23-W1-03800.0502	DI-AN 2 LLC		4560 ESTERO BLVD APT 501		FORT MYERS BEACH	FL	33931		510	ESTERO BLVD	502	FORT MYERS BEACH	33931
10469086	24-46-23-W1-03800.0503	W												

10127497	24-46-23-W4-02200.2060	RIZZO BART A TR		3369 CLEARBROOK GRN		SAUGATUCK	MI	49453		600	ESTERO BLVD	206	FORT MYERS BEACH	33931
10127498	24-46-23-W4-02200.3010	DANIEL J SURMA TRUST +		29001 DOVE RD		CUSHING	MN	56443		600	ESTERO BLVD	301	FORT MYERS BEACH	33931
10127499	24-46-23-W4-02200.3020	DEMEESTER DANIEL P +		9349 MEISNER		CASCO	MI	48064		600	ESTERO BLVD	302	FORT MYERS BEACH	33931
10127500	24-46-23-W4-02200.3030	STOLTZ JAMES H + CAROL L TR		548 SUMMIT DR		WEST BEND	WI	53095		600	ESTERO BLVD	303	FORT MYERS BEACH	33931
10127501	24-46-23-W4-02200.3040	GAYNES JUANITA		2928 WALT STEVENS RD		LAKE SPIVEY	GA	30236		600	ESTERO BLVD	304	FORT MYERS BEACH	33931
10127502	24-46-23-W4-02200.3050	WERTZ GREG R		130 E PETERSON RD		TROY	OH	45373		600	ESTERO BLVD	305	FORT MYERS BEACH	33931
10127503	24-46-23-W4-02200.3060	PHELPS JAMES B +		14945 E MEXICO DR		AURORA	CO	80012		600	ESTERO BLVD	306	FORT MYERS BEACH	33931
10127504	24-46-23-W4-02200.4010	WESTON DANIEL PETER TR		316 E FRONT ST		PERRYSBURG	OH	43551		600	ESTERO BLVD	401	FORT MYERS BEACH	33931
10127505	24-46-23-W4-02200.4020	MELVIN R SCHMIDT TRUST +		16119 EDMONT DR		FORT MYERS	FL	33908		600	ESTERO BLVD	402	FORT MYERS BEACH	33931
10127506	24-46-23-W4-02200.4030	FRANK PASCAL		5291 RIVERWALK TRL		COMMERCE TOWNSH	MI	48382		600	ESTERO BLVD	403	FORT MYERS BEACH	33931
10127507	24-46-23-W4-02200.4040	OBRIEN DANIEL G		5373 E FAIRBANKS CT		MONTICELLO	IN	47980		600	ESTERO BLVD	404	FORT MYERS BEACH	33931
10127508	24-46-23-W4-02200.4050	WEDGE JAMES M & MARIAN D L/E		3007 BENT CREEK DR		VALPICO	FL	33596		600	ESTERO BLVD	405	FORT MYERS BEACH	33931
10127509	24-46-23-W4-02200.4060	KRULL DANA L & SHERRY L		40 EMS T13F LN		LEESBURG	IN	46536		600	ESTERO BLVD	406	FORT MYERS BEACH	33931
10127510	24-46-23-W4-02200.5010	TKFMB PROPERTIES LLC		3929 HOLLYHOCK LN		MAUMEE	OH	43537		600	ESTERO BLVD	501	FORT MYERS BEACH	33931
10127511	24-46-23-W4-02200.5020	DI-AN LLC		4560 ESTERO BLVD # 501		FORT MYERS BEACH	FL	33931		600	ESTERO BLVD	502	FORT MYERS BEACH	33931
10127512	24-46-23-W4-02200.5030	CUMMINGS HARRY JR &		4 AZTEC DR		BAY SHORE	NY	11706		600	ESTERO BLVD	503	FORT MYERS BEACH	33931
10127513	24-46-23-W4-02200.5040	MURPHY PATRICK J &		12711 GLADSTONE WAY		FORT MYERS	FL	33913		600	ESTERO BLVD	504	FORT MYERS BEACH	33931
10127514	24-46-23-W4-02200.5050	DIANE L RICHARDSON TRUST		17208 STAPLES ST NE		ANDOVER	MN	55304		600	ESTERO BLVD	505	FORT MYERS BEACH	33931
10127515	24-46-23-W4-02200.5060	PHELPS JAMES B +		14945 E MEXICO DR		AURORA	CO	80012		600	ESTERO BLVD	506	FORT MYERS BEACH	33931
10127516	24-46-23-W4-02200.6010	DIANE L RICHARDSON TRUST		17208 STAPLES ST NE		HAM LAKE	MN	55304		600	ESTERO BLVD	601	FORT MYERS BEACH	33931
10127517	24-46-23-W4-02200.6020	CARRICO EMIDIO & CAROL		215 JUNIPER DR		YORKTOWN HEIGHTS	NY	10598		600	ESTERO BLVD	602	FORT MYERS BEACH	33931
10127518	24-46-23-W4-02200.6030	DI-AN LLC		4560 ESTERO BLVD APT 501		FORT MYERS BEACH	FL	33931		600	ESTERO BLVD	603	FORT MYERS BEACH	33931
10127519	24-46-23-W4-02200.6040	STOLTZ JAMES H + CAROL L TR		548 SUMMIT DR		WEST BEND	WI	53095		600	ESTERO BLVD	604	FORT MYERS BEACH	33931
10127520	24-46-23-W4-02200.6050	MAPLES LORI A & JACK B		PO BOX 628		PIGEON FORGE	TN	37868		600	ESTERO BLVD	605	FORT MYERS BEACH	33931
10127521	24-46-23-W4-02200.6060	ELGERSMA BERT J		7115 KALAMAZOO AVE		CALEDONIA	MI	49316		600	ESTERO BLVD	606	FORT MYERS BEACH	33931
10127522	24-46-23-W4-02200.7030	ZWYGHUIZEN WILLIAM & JOOY		1077 WEST LAKEWOOD BLVD		HOLLAND	MI	49424		600	ESTERO BLVD	703	FORT MYERS BEACH	33931
10127523	24-46-23-W4-02200.7040	PULLEN RICHARD G +		1004 PENDLETON ST		ALEXANDRIA	VA	22314		600	ESTERO BLVD	704	FORT MYERS BEACH	33931

PYFER ANDREW K & STACY
159 CONNECTICUT ST
FORT MYERS BEACH FL 33931

LARKIN ROSE ANN
587 CARLOS CT
FORT MYERS BEACH FL 33931

TRAVALINI LISA L +
31305 CORAL CT
OCEAN VIEW DE 19970

BENKERT JOHN EDWARD &
5263 RIVER BLOSSOM LN
LABELLE FL 33935

BURT MARGARET
4934 SW 8TH PL
CAPE CORAL FL 33914

LAS INVESTMENTS LLC
STE 160 PMB 107
16970 SAN CARLOS BLVD
FORT MYERS FL 33908

JOHN HULL PROPERTIES LLC
PMB 107
16970 SAN CARLOS BLVD STE 3
FORT MYERS FL 33908

635 RIVERFRONT CORP
PMB 107
16970 SAN CARLOS BLVD STE 3
FORT MYERS FL 33908

LORMOR INVESTMENTS LLC
16970 SAN CARLOS BLVD STE 3
FORT MYERS FL 33908

ALBANI DANIEL
450 ESTERO BLVD
FORT MYERS BEACH FL 33931

LAPFAM INVESTMENTS #2-452
16970-3 SAN CARLOS BLVD #107
FORT MYERS FL 33908

454 ESTERO LLC
GREENSPON
16970-3 SAN CARLOS BLVD #107
FORT MYERS FL 33908

GREENSPON DENNIS I TR
16970-3 SAN CARLOS BLVD #107
FORT MYERS FL 33908

INK STANLEY K TR
1625 SILVERWOOD CT
NORTH FORT MYERS FL 33903

LAPFAM INVESTMENTS #1-436 LLC
PMB 107
16970 SAN CARLOS BLVD STE 3
FORT MYERS FL 33908

TARBLE SARA J TR
409 NORTH 7TH ST
MARSHALL IL 62441

FORD CELESTE P
432 ESTERO BLVD
FORT MYERS BEACH FL 33931

SHENKO WILLIAM E JR + LINDA M
581 CARLOS CIRCLE SW
FORT MYERS BEACH FL 33931

NYKERK MARY M TR
5895 LAKESHORE DR N
HOLLAND MI 49424

GRAFE BRADLEY R TR
73830 257TH ST
GRAND MEADOW MN 55936

HAUSHERR STEVE + DIANE
571 CARLOS CIR
FORT MYERS BEACH FL 33931

ANGLIM TIMOTHY J + GISELA
561 CARLOS CIR
FORT MYERS BEACH FL 33931

JURKOVIC BORIS & KIMBERLY A
555 CARLOS CIR
FORT MYERS BEACH FL 33931

LEEP MICHAEL R
5201 N GRAPE RD
MISHAWAKA IN 46545

LEEP MICHAEL R
5201 N GRAPE RD
MISHAWAKA IN 46545

CARTER SCOTT + KONDA
PO BOX 3648
FORT MYERS FL 33918

PETTIT GARY L & JANE C
511 CARLOS CIR
FORT MYERS BEACH FL 33931

CHURCHMAN DAVID J & DIANA D
507 CARLOS CIR
FORT MYERS BEACH FL 33931

BAZAR JOYCE TR
2192 WESTER DR
NISKAYUNA NY 12309

TURPIN MARION + JO ANN
501 ESTERO BLVD
FORT MYERS BEACH FL 33931

HIMELICK MARK S &
475 ESTERO BLVD
FORT MYERS BEACH FL 33931

BURANDT ROBERT B TR
1714 CAPE CORAL PKWY
CAPE CORAL FL 33904

TRELLI FREDERICK &
12575 S CLEVELAND AVE
FORT MYERS FL 33907

BLAUM BRIAN C TR
220 EMERSON PL STE 201
DAVENPORT IA 52801

GRAY DAVID LEE
431 ESTERO BLVD
FORT MYERS BEACH FL 33931

MCCHESNEY KEVIN E TR
417 ESTERO BLVD
FORT MYERS BEACH FL 33931

SILVER KING VENTURES LLC
353 CLIFTON AVE
KINGSTON NY 12401

CERMAK CAROL J TR
548 CARLOS CIR
FORT MYERS BEACH FL 33931

LEEP KAREN E
5201 N GRAPE RD # 1
MISHAWAKA IN 46545

ESTERO BLVD PROPERTIES LLC
619 DOWS RD
CEDAR RAPIDS IA 52402

BEATTY MARGARET &
24 BAY ST
PARY SOUND ON P2A 1S5
CANADA

DUFFY RAND P TR
551 ESTERO BLVD
FORT MYERS BEACH FL 33931

MENDEN FRANCIS + BONNIE JEAN
16045 NORTHWOOD RD NW
PRIOR LAKE MN 55372

TAYLOR KEENE JR +
3201 PICKWICK LN
CHEVY CHASE MD 20815

KUHNS ANTHONY M
530 CARLOS CIR
FORT MYERS BEACH FL 33931

BRUNO ANTHONY D + TRACY L
58 CORNERTOWN RD
CHAMBERSBURG PA 17201

ALEXANDER RICHARD E JR
162 PADDOCK ST
WATERTOWN NY 13601

KONA BEACH CLUB CONDO ASSN
P+M PROPERTY MANAGEMENT INC
2830 WINKLER AVE STE 101
FORT MYERS FL 33916

GATEWAY VILLAS CONDO ASSN
15751 SAN CARLOS BLVD STE 8
FORT MYERS FL 33908

DOLPHIN WATCH CONDO ASSOC INC
KEN EDGE
538 ESTERO BLVD
FORT MYERS BEACH FL 33931

WINDWARD PASSAGE RESORT
VACATION RESORTS INTL
25510 COMMERCENTRE DR STE 100
LAKE FOREST CA 92630

WINDWARD PASSAGE RESORT
418 ESTERO BLVD
FORT MYERS BEACH FL 33931

CASA PLAYA RESORT CONDO ASSOC
15751 SAN CARLOS BLVD #8
FORT MYERS FL 33908

CUDZIK RUTH E
582 ESTERO BLVD
FORT MYERS BEACH FL 33931

LKCOTTAGE LLC
8862 STAGHORN WAY
FORT MYERS FL 33908

MAGNUM FMB 2 LLC
725 MATANZAS CT
FORT MYERS BEACH FL 33931

FCG ASSOCIATES LLC
6045 COCOS DR
FORT MYERS FL 33908

CANE PALM BEACH CONDO
ASSOC INC
600 ESTERO BLVD
FORT MYERS BEACH FL 33931

TURNER KENNETH A & SANDRA S
2650 ESTERO BLVD # 102
FORT MYERS BEACH FL 33931

SAMPAIR PETER + TERRI
4453 LAKE AVE S
WHITE BEAR LAKE MN 55110

RIGSBY BRIAN S + HIEDI E
420 N MARLEY RD
NEW LENOX IL 60451

474 ESTERO 110 LLC
5190 KENOWA AVE SW
GRANDVILLE MI 49418

DUTCHER VICTORIA L
474 ESTERO BLVD #112
FORT MYERS BEACH FL 33931

ANZIVINO RALPH C & MARY JO +
210 SAN MATEO DR
BONITA SPRINGS FL 34134

HOSTETLER RONALD JAMES &
675 GILEAD SHORES DR
BRONSON MI 49028

FARWICK WILLIAM P &
1815 CRITTENDEN MOUNT ZION RD
DRY RIDGE KY 41035

HUSSEY LAUREN M +
71 RESERVOIR ST
BETHEL CT 06801

OWEIS KHALED + LISA
6781 HOLLANDAIRE DR W
BOCA RATON FL 33433

HOUSE TERESA R TR
16048 EAST 266TH ST
ATLANTA IN 46031

STU PROPERTIES INC
2408 WAYNE ST
STEVENS POINT WI 54481

HUNTINGTON NATIONAL BANK TR
7 EASTON OVAL EA4C83
COLUMBUS OH 43219

BISHTON ROBERT J
474 ESTERO BLVD APT 212
FORT MYERS BEACH FL 33931

BOWDEN LEE H + SHARON K
827 GLENDALE AVE
FREMONT OH 43420

COPUS H DOUGLAS + KATHERINE L
1701 FOREST PARK
FINDLAY OH 45840

TROUTMAN GEORGE A + MARIANNE Y
7302 N BERKLEY SQ
NEW ALBANY OH 43054

SHULER WILLARD H & SUSAN E TR
474 ESTERO BLVD #220
FORT MYERS BEACH FL 33931

LOGAN DOUGLAS R + CAROL A
909 GALAHAD DR
AUSTIN TX 78746

LOUE WILLIAM E III + CAROLYN L
401 HILLSIDE CT
LANCASTER PA 17602

LAYFIELD JACK & PAMELA
26 DALEMERE CRES
ST CATHARINES ON L2N 7K5
CANADA

SLAGH WADE C
5499 LAKE SHORE DR
HOLLAND MI 49424

WEATHERLOW DALE & JANET E
5883 MAGNOLIA STEDMAN RD
MAYVILLE NY 14757

HARPER MATTHEW W
9885 FOLKERS DR
FRANKFORT IL 60423

HAGEL JOHN + DEBORAH
12 SACHEM DR
CROMWELL CT 06416

DEWITT MARY J TR +
17490 W SPRING LAKE RD
SPRING LAKE MI 49456

GARDENS INC
4 THINDERBIRD CIR
LITCHFIELD IL 62056

500 ESTERO 298 LLC
758 CAL COVE DR
FORT MYERS FL 33919

SHERBIN WILLIAM
18 STONYBROOK LN
MALVERN PA 19355

PERDUE GORDON A +
5417 BRANDY CIR E
FORT MYERS FL 33919

CARASA ALFREDO R + MARCELA M
3605 ESTEPONA AVE
DORAL FL 33178

SKUBIC HOLLY M TR
1920 VIRGINIA AVE # 101
FORT MYERS FL 33901

LAYFIELD JACK & PAMELA
26DALEMERE CRESCENT
ST CATHERINES ON L2N 7K5
CANADA

HARPER MATTHEW W + BETH ANN
PO BOX 517
FRANKFORT IL 60423

PLEW CAMERON V & CHRISTA S +
2135 CHAPMAN LAKE DR
WARSAW IN 46582

FUN & SUN LLC
PO BOX 07264
FORT MYERS FL 33919

RESPAR LLC
19020 PIKE 9230
BOWLING GREEN MO 63334

WILLIS WILLIAM + SUZANNE
7507 LA ROCHE AVE
SAVANNAH GA 31406

HOSTETLER NOELLE TR
152 BRYANT AVE
GLEN ELLYN IL 60137

VLR OF LONG ISLAND INC
648 KATHLEEN PL
WESTBURY NY 11590

DEERY THEODORE E TR +
28101 SOUTH YATES
BEECHER IL 60401

HARTNETT ROBERT G
PO BOX 610615
PORT HURON MI 48061

MILNES GARY F & BETH E
15395 NORRISH RD
MORRISON IL 61270

LAYFIELD PAMELA TR
500 ESTERO BLVD #195
FORT MYERS BEACH FL 33931

STOVER JOHN C + PATRICIA R L/E
818 BROWNS LAKE DR
JACKSON MI 49203

BFMIB INC
3601 HEMPSTEAD TURNPIKE STE 210
LEVITTOWN NY 11756

KERBS JAMES R & JILL W
500 ESTERO BLVD # 599
FORT MYERS BEACH FL 33931

SCHARBACH ENTERPRISES LTD PTNR
162 PADDOCK ST
WATERTOWN NY 13601

SCHAFER MARGARET I TR
500 ESTERO BLVD #695
FORT MYERS BEACH FL 33931

SCHAFER MARGARET I
500 ESTERO BLVD #696
FORT MYERS BEACH FL 33931

REINER PAUL S + SHEILA J
5875 KILBANNAN CT
DUBLIN OH 43017

DAMICO TRACEY L
16615 LAKE CIRCLE DR APT 432
FORT MYERS FL 33908

MARCHESE MARJORIE
2 SHADOW LN
CROMWELL CT 06416

WELLS ANDREW + REBECCA
320 HAMBLETONIAN DR
OAK BROOK IL 60523

ALLIS HOLDINGS LLC
PO BOX 111
GENESEO IL 61254

BURTCH GENA C
1235 FLORIDA AVE
FORT MYERS FL 33901

LENNAMAN LAWRENCE J + JO ANN
18164 DEEP PASSAGE LN
FORT MYERS BEACH FL 33931

VANDERMEY KATHERINE F TR
15600 FIDDLESTICKS BLVD
FORT MYERS FL 33912

VANDERMEY KATHERINE F TR
15600 FIDDLESTICKS BLVD
FORT MYERS FL 33912

GIBSON FRED E + SANDRA J
500 ESTERO BLVD #894
FORT MYERS BEACH FL 33931

DEERPATH CAMP LLC
7360 CARIBOU TRAIL
CENTERVILLE OH 45459

RENALDO JOHN M + JUDY L
500 ESTERO BLVD #896
FORT MYERS BEACH FL 33931

AGM GATEWAY LLC
164 HERON AVE
NAPLES FL 34108

DISHAROON MARCIA S
500 ESTERO BLVD #898
FORT MYERS BEACH FL 33931

ROWE RICHARD +
9990 CYPRESS LAKE DR
FORT MYERS FL 33919

GIBSON JOSEPH G TR
101 GLENMEADE RD
GREENSBURG PA 15601

TRELAWNEY HOLDINGS LTD
538 ESTERO BLVD #102
FORT MYERS BEACH FL 33931

STRYCKER DOLPHIN WATCH LLC
6240 WAXMYRTLE WAY
NAPLES FL 34109

STUERMAN LEROY SCOTT &
1404 S CARROLL ST
ROCK RAPIDS IA 51246

WELLER KATHY TR
5190 KENOWA AVE SW
GRANDVILLE MI 49418

NAGEL THOMAS C TR
538 ESTERO BLVD #202
FORT MYERS BEACH FL 33931

833616 ONTARIO LIMITED
KATHRYN MINIALOFF
32 WIMBLETON RD
TORONTO ON M9A 3R8
CANADA

MAMMENG MARILYN K
306 MILL POND RD
ROCK RAPIDS IA 51246

PADDACK JACK W + LYNN A
4458 W OLD STATE ROAD 28
FRANKFORT IN 46041

DENMAN JUDY L TR +
3675 JEFFERS PKWY NW
PRIOR LAKE MN 55372

GENZINK MARY TR
869 ALLEN DR
HOLLAND MI 49423

GAFFNEY JOHN S + ELIZABETH L
HEATH FARM ULLENHALL
HENLEY-IN-ARDEN B95 5PR
UNITED KINGDOM

REARDON KEVIN T TR
538 ESTERO BLVD #401
FORT MYERS BEACH FL 33931

ABAA INVESMENTS LLC
195 JAMES P MURPHY HWY
WEST WARWICK RI 02893

WELLER KATHY R TR
5190 KENOWA AVE SW
GRANDVILLE MI 49418

RAYBURN HAROLD E TR
538 ESTERO BLVD #404
FORT MYERS BEACH FL 33931

MILHON JANET V TR
2155 CENTERTON RD
MARTINSVILLE IN 46151

GANGER DAVID E + CONNIE S
22237 HERON COVE
ELKHART IN 46516

RICHARDSON D ALAN
538 ESTERO BLVD #503
FORT MYERS BEACH FL 33931

GARDENS INC
4 THUNDERBIRD CIR
LITCHFIELD IL 62056

WEBER PAUL + ROSE TR
538 ESTERO BLVD #601
FORT MYERS BEACH FL 33931

WORZELLA NORMAN TR
1911 CLAR-RE DR
PLOVER WI 54467

ASKINS JAMES C + KAREN S L/E
1046 S BROWN ST
JACKSON MI 49203

STEVENS CHARLES N TR
21 WINDSOR DR
CHILLICOTHE OH 45601

BARBER CARRIE L
793 BOGEY CT
ANN ARBOR MI 48103

HOLMES JANNA LYNN &
538 ESTERO BLVD APT 702
FORT MYERS BEACH FL 33931

MAMMENGAR MARILYN K +
306 MILL POND RD
ROCK RAPIDS IA 51246

FRANKEN MARY TR
PO BOX 840
ARNOLDS PARK IA 51331

DONNELLY G JOAN
ANNETTE LEIBL
105 CARTWHEEL BND
AUSTIN TX 78738

NEWMAN LARRY L TR
PO BOX 785
SUNBURY PA 17801

PARRY PAUL EDWARD &
5992 EAGLE RIDGE RD
BETTENDORF IA 52722

BOELTER MELINDA S & DEAN L TR
8510 BELLE MEADE DR
FORT MYERS FL 33908

FRITZ SISTERS LLC
35707 COUNTY HIGHWAY 126
ASHBY MN 56309

FRITZ LAURA L
814 W MOUNT PLEASANT RD
EVANSVILLE IN 47711

ISABELLA PROPERTIES LLC
17 BELVEDERE
JOHNSTON RI 02919

PILETTA MARSHA J TR
9379 LOS ALISOS WAY
FORT MYERS FL 33908

SIMPSON DOUG
8534 US 42
FLORENCE KY 41042

BROWN GEORGE E +
711 OAK KNOLL AVE NE
WARREN OH 44483

POIN ELIZABETH
15388 SW 260TH ST
HOMESTEAD FL 33032

DONIA JAMES A + ANN M
4N633 HIDDEN OAKS RD
SAINT CHARLES IL 60175

SAGENDORF JOHN D + SUSAN R
1000 RAY COSTIN WAY # 105
MURRELLS INLET SC 29576

SCHLAX LAWRENCE A + KAREN L
101 SW 53ES ST
CAPE CORAL FL 33914

PADDACK JACK W + LYNN A
4458 W OLD STATE ROAD 28
FRANKFORT IN 46041

BADDING CHRISTOPHER & TERENCE
321 SURREY RIDGE
EATON CO 80615

WEGLARZ RUSSELL J + LAURIE A
13410 WOOD DUCK DR
PLAINFIELD IL 60585

WELLS ANDREW L &
320 HAMBLETONIAN DR
OAK BROOK IL 60523

WAGLER JIM + LINDA
103 O LOANE AVE
STRATFORD ON N5A 6S4
CANADA

TIETZE WAYNE
5143 COMMERCIAL WAY
SPRING HILL FL 34606

HILTON LORI J
1053 PORT ORANGE WAY
NAPLES FL 34120

SOLANS ENRIC + ANTOINETTE
1821 BOULDER DR
MOUNT PROSPECT IL 60056

KENNEDY RONALD L + DENA J
11299 BIENVENIDA WAY UNIT 101
FORT MYERS FL 33908

SZOTT JOYCE A +
52 NANCY LN
FORT MYERS BEACH FL 33931

SCHLAX LAWRENCE A + KAREN L
101 SW 53RD ST
CAPE CORAL FL 33914

PELOSO KEVIN
90 WOOD ST
COVENTRY RI 02816

A+A INVESTMENTS OF INDIANAPOLIS
1528 ASHWOOD CT
GREENWOOD IN 46143

DI-AN 2 LLC
4560 ESTERO BLVD APT 501
FORT MYERS BEACH FL 33931

WEGLARZ RUSSELL J + LAURIE A
13410 WOOD DUCK DR
PLAINFIELD IL 60585

A & A INVESTMENTS OF INDIANAPO
1528 ASHWOOD CT
GREENWOOD IN 46143

LOFFRENO REAL ESTATE INC
2100 ESTERO BLVD
FORT MYERS BEACH FL 33931

KALRA AJAY
2034 FOUR MILE COVE
CAPE CORAL FL 33990

BURANDT ROBERT B TR
1714 CAPE CORAL PKWY
CAPE CORAL FL 33904

BEACH HOUSE 603 LLC
4865 BEACH ST NE
PRIOR LAKE MN 55372

SZOTT FRED TR
510 ESTERO BLVD #604
FORT MYERS BEACH FL 33931

STONESTREET MICHAEL V + PAULA
68955 ISLAND DR
EDWARDSBURG MI 49112

INVESTMENT REALTY HOLDING LTD
411 DONAHEY AVE NE
NEW PHILADELPHIA OH 44663

SOLANS ENRIC & ANTOINETTE
1821 E BOULDER DR
MOUNT PROSPECT IL 60056

REGO JANET
20030 NW 5TH ST
PEMBROKE PINES FL 33029

VALERI THOMAS JR + MARYELLEN
14 RONIT DR
WEST TRENTON NJ 08628

KENNEDY RONALD L + DENA J
11299 BIENVENIDA WAY UNIT 101
FORT MYERS FL 33908

MINIALOFF KATHRYN MARY TR +
32 WIMBLETON RD
TORONTO ON M9A 3R8
CANADA

CARLSTON WILLIAM E &
1768 BAYVIEW DR
MUSKEGON MI 49441

NELSON MICHAEL R +
100 RACHICK RD
STEVENS POINT WI 54481

SHANKS LAURENCE M &
16615 LAKE CIRCLE DR APT 441
FORT MYERS FL 33908

ERFSTUK LLC
2242 LAKE DR SE
GRAND RAPIDS MI 49506

SLENK HAROLD P TR +
4149 60TH ST
HOLLAND MI 49423

STU PROPERTIES INC
2408 WAYNE ST
STEVENS POINT WI 54481

DONNELLY JOHN M +
954 SANDPIPER DR
CHESTERTON IN 46304

GOMERINGER MANUELA K
830 CYPRESS LAKE CIRCLE
FORT MYERS FL 33919

METZGER MARY P
8060 POLO CROSSE AVE
SACRAMENTO CA 95829

ALBRECHT HELMUT TR +
4954 NETTLETON RD
MEDINA OH 44256

RIZZO BART A TR
3369 CLEARBROOK GRN
SAUGATUCK MI 49453

DANIEL J SURMA TRUST +
29001 DOVE RD
CUSHING MN 56443

DEMEESTER DANIEL P +
9349 MEISNER
CASCO MI 48064

STOLTZ JAMES H + CAROL L TR
548 SUMMIT DR
WEST BEND WI 53095

GAYNES JUANITA
2928 WALT STEVENS RD
LAKE SPIVEY GA 30236

WERTZ GREG R
130 E PETERSON RD
TROY OH 45373

PHELPS JAMES B +
14945 E MEXICO DR
AURORA CO 80012

WESTON DANIEL PETER TR
316 E FRONT ST
PERRYSBURG OH 43551

MELVIN R SCHMIDT TRUST +
16119 EDMONT DR
FORT MYERS FL 33908

FRANK PASCAL
5291 RIVERWALK TRL
COMMERCE TOWNSHIP MI 48382

OBRIEN DANIEL G
5373 E FAIRBANKS CT
MONTICELLO IN 47960

WEGGE JAMES M & MARIAN D L/E
3007 BENT CREEK DR
VALRICO FL 33596

KRULL DANA L & SHERRY L
40 EMS T13F LN
LEESBURG IN 46538

TKFMB PROPERTIES LLC
3929 HOLLYHOCK LN
MAUMEE OH 43537

DI-AN LLC
4560 ESTERO BLVD # 501
FORT MYERS BEACH FL 33931

CUMMINGS HARRY JR &
4 AZTEC DR
BAY SHORE NY 11706

MURPHY PATRICK J &
12711 GLADSTONE WAY
FORT MYERS FL 33913

DIANE L RICHARDSON TRUST
17208 STAPLES ST NE
ANDOVER MN 55304

PHELPS JAMES B +
14945 E MEXICO DR
AURORA CO 80012

DIANE L RICHARDSON TRUST
17208 STAPLES ST NE
HAM LAKE MN 55304

CARRICO EMIDIO & CAROL
215 JUNIPER DR
YORKTOWN HEIGHTS NY 10598

DI-AN LLC
4560 ESTERO BLVD APT 501
FORT MYERS BEACH FL 33931

STOLTZ JAMES H + CAROL L TR
548 SUMMIT DR
WEST BEND WI 53095

MAPLES LORI A & JACK B
PO BOX 628
PIGEON FORGE TN 37868

ELGERSMA BERT J
7115 KALAMAZOO AVE
CALEDONIA MI 49316

ZWYGHUIZEN WILLIAM & JODY
1077 WEST LAKEWOOD BLVD
HOLLAND MI 49424

PULLEN RICHARD G +
1004 PENDLETON ST
ALEXANDRIA VA 22314



Town of Fort Myers Beach

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Case Number: VAR20210058

Case Name: 506/508 Carlos Cir, to allow accessory structure (pool) in front of the principal structure and within the street setback.

Applicant: Jack Holsem

Location: 506/508 Carlos Cir

STRAP #: 24-46-23-W1-0070E.0070

Zoning: Residential Conservation (RC)

Request: The applicant is seeking variances from Sec. 34-1174(b) to allow a pool forward of the principal structure; and Table 34-3 for a reduction of 15 feet in the street setbacks.

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

Notice is hereby given that the Town Council of the Town of Fort Myers Beach will hold a public hearing at a meeting beginning at **9:00 AM on October 4, 2021** regarding the case listed above. The hearing will take place at Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Florida, 33931.

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

At this hearing the Town Council will review the application materials and make a decision on whether to set a second and final reading at a public hearing. If any person should desire to have verbatim record of the proceedings, which record indicates the testimony and evidence presented, that person will have to make arrangements on their own.

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

1. **Requested Motion:**

Meeting Date: October 4, 2021

Approve/Approve with Conditions/Deny SEZ20210050, a Special Exception for Consumption on Premises (2COP) and Video Arcade for Adults

Why the action is necessary:

The Consumption on Premises use is specified in the Land Development Code. The video arcade for adults is not identified as a specific use.

What the action accomplishes:

Potentially allows COP and defines Adult Video Arcade use.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Special Exceptions can be approved by Town Council via a Resolution.

4. **Submitter of Information:**

5. **Background:**

Suzanne Bahan, the applicant for 185 Old San Carlos, is requesting a special exception for a use that does not currently exist in the Town of Fort Myers Beach, an video arcade for adults, along with the ability to sell and consume beer and wine (2COP) on the premises. The proposed location of the consumption on premises requires approval by special exception pursuant to LDC Sec. 34-1264(a)(2), which addresses consumption of alcohol on the premises within 500 feet of a park, residence, school, place of worship, religious facility, or day care; in this case Lynn Hall Memorial Park.

The property's first year on the tax roll dates to 1955. On April 22, 1993, through Lee County the parcel was granted approved uses for C-1 Commercial Districts. This included: Recreation uses, special exception needed for food and beverage service, with bar and cocktail lounge and consumption on premises possible special permits. In 2007, LDO2007-00038 was approved to enclose the existing two decks and add a roof over the sidewalk to create a façade that is consistent with the Old Sand Carlos Blvd Redevelopment Plan. There have been various construction permits applied for over the years through 2008, 2009, 2010, 2011, 2014, and 2018. All these permits predate the purchase of the property in 2020, by the current owners.

Commercial uses, such as retail, are permitted within the Downtown zoning district. The sale of alcohol is permitted as a retail/commercial use. The consumption on premises is not part of a restaurant where more than 50% of the sales are from food service, thus the use requires the property owner to receive approval for a special exception. Since the applicant was also requesting a use not addressed by the Town's LDC, staff determined it to be practical to proceed with the request for both consumption on premises and the video arcade for adults under one application process. The uses can be approved or denied independent of each other.

Attachments:

1. 21-46, SEZ20210050 185 Old San Carlos COP and Arcade
2. SEZ20210050 - 185 Old Sand Carlos - Staff Report_TC UPDATED
3. 8864058-SEZ 20210050 APP
4. 8864078-SEZ 20210050 PH-A

5. 9338782-amended reason for request
6. 185 Old San Carlos - SEZ - Notice To Neighbors TC REVISED

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 9/23/2021
Approved - 9/27/2021
Approved - 9/27/2021
Approved - 9/28/2021
Final Approval - 9/28/2021

RESOLUTION NUMBER 21-46

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/DENYING SPECIAL EXCEPTION 20210050 TO ESTABLISH AN ADULT ARCADE WITH RETAIL AND 2COP WITHIN 500 FEET OF A PARK AT 185 OLD SAN CARLOS; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, applicant Suzanne Bahan., is requesting a special exception to open an adult video arcade with retail and 2COP, and a deviation from LDC Sec. 34-1264(a)(2) of the Town of Fort Myers Beach Land Development Code which does not allow alcohol sales within 500 feet from park; and

WHEREAS, the STRAP number for the subject property is 24-46-23-W3-0050A.0130

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

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on August 10, 2021, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-88 of the LDC. The LPA voted 5-0 to deny based on requiring use approval from Town Council. The LPA voted 5-0 to approve with conditions the 2COP, with no outdoor consumption.

WHEREAS, on October 4, 2021 the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by Section 34-88 of the LDC; and

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

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

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

Section 2. The Town Council determines the Applicant did meet its burden of proof that the requested Special Exception do meet the requirements of the Town Comprehensive Plan and LDC, and approving the Special Exception is in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties and public, the Town Council APPROVES/DENIES the Special Exception and 2COP and the deviation from Section 34-1264(a)(2) of the LDC to allow alcohol sales within 500 feet of Lynn Hall Memorial Park.

Section 3. In approving/denying the Special Exception, the Town Council makes the following findings and conclusions in accordance with the requirements of Sections 34-84 and 34-88 of the LDC:

- A. Whether there exist changed or changing conditions which make approval of the request appropriate
- B. Whether the request is consistent with the goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan
- C. Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.
- D. Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.
- E. Whether the request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.
- F. Whether a requested use will be in compliance with applicable general zoning provisions and supplemental regulations pertaining set forth in Chapter 34 of the Land Development Code.

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

- A. The consumption on premises (2COP) is only valid in conjunction with a retail sales operation within the same business.
- B. No amplified music or entertainment unless within an entirely enclosed building. All activities are subject to the Town's noise ordinance.
- C. No consumption of alcohol beyond the footprint of the existing enclosed structure.

D. Any violation of the conditions of approval shall render the special exception null and void.

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

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

ADOPTED this 4th day of October 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

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



Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: Special Exception

CASE NUMBER: SEZ20210050

CASE NAME: The establishment of an adult arcade with some retail and the sale of beer and wine (2COP), with a deviation from LDC Sec. 34-1264(a)(2), within 500 feet of Lynn Hall Memorial Park.

TOWN COUNCIL HEARING DATE: October 4, 2021 at 5.00 PM

STAFF RECOMMENDATION: Approve with conditions

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

I. APPLICATION SUMMARY

Applicant/Owner: Suzanne Bahan

Request: The applicant wants to open an adult video arcade, which is not a current use in the Town's LDC, retail consisting of beach items and accessories and beer and wine sales, and consumption of beer and wine on the premises.

Physical Address: 185 Old San Carlos

STRAP #: 24-46-23-W3-0050A.0130

FLU: Pedestrian Commercial

Zoning: Downtown

Adjacent zoning and land uses:

North:	DOWNTOWN Canal, Commercial
South:	DOWNTOWN Commercial, Times Square
East:	DOWNTOWN Public Parking Lots
West:	DOWNTOWN Rental Villas, Retail Store

II. BACKGROUND AND ANALYSIS

Background:

Suzanne Bahan, the applicant for 185 Old San Carlos, is requesting a special exception for a use that does not currently exist in the Town of Fort Myers Beach, an adult video arcade, along with the ability to sell and consume beer and wine (2COP) on the premises. The proposed location of the consumption on premises requires approval by special exception pursuant to LDC Sec. 34-1264(a)(2), which addresses consumption of alcohol on the premises within 500 feet of a park, residence, school, place of worship, religious facility, or day care; in this case Lynn Hall Memorial Park.

The property's first year on the tax roll dates to 1955. On April 22, 1993, through Lee County the parcel was granted approved uses for C-1 Commercial Districts. This included: Recreation uses, special exception needed for food and beverage service, with bar and cocktail lounge and consumption on premises possible special permits. In 2007, LDO2007-00038 was approved to enclose the existing two decks and add a roof over the sidewalk to create a façade that is consistent with the Old Sand Carlos Blvd Redevelopment Plan. There have been various construction permits applied for over the years through 2008, 2009, 2010, 2011, 2014, and 2018. All these permits predate the purchase of the property in 2020, by the current owners.

Commercial uses, such as retail, are permitted within the Downtown zoning district. The sale of alcohol is permitted as a retail/commercial use. The consumption on premises is not part of a restaurant where more than 50% of the sales are from food service, thus the use requires the property owner to receive approval for a special exception. Since the applicant was also requesting a use not addressed by the Town's LDC, staff determined it to be practical to proceed with the request for both consumption on premises and the adult video arcade under one application process. The uses can be approved or denied independent of each other.

Analysis:

Adult Video Arcade

It is common for new uses, or terms for uses, to evolve over time. Communities are often slow to update or modernize Land Development Codes for new or reimagined uses. This generally requires staff and elected officials to consider how new terminology fits within the intent of the adopted regulations. Often in circumstances like these staff looks to surrounding communities and review their codes to assist in analyzing how modern or reimagined terminology is addressed.

Since the Town's template for the LDC was taken from Lee County it seemed the Lee County LDC would be the most useful in this circumstance. According to the Lee County Land Development Code Chapter 11 ¼ Article XXVII Division 7 Section 11 ¼ - 374.(c)(2)s, *Recreation facilities (indoor only) including, but not limited to: arcades, bowling alleys, game room, theater.*

The Town's LDC Sec. 34-2141.(b), identifies five types of recreation: commercial, personal, private on-site, private off-site, and public. LDC Sec. 34-2 defines the recreation types:

- 1) *Recreation facilities, commercial means recreation equipment or facilities not classified as a park, neighborhood or park, community or regional, or as personal, private-on-site, or private-off-site recreation facility, but instead operated as a business and open to the public for a fee.*
- 2) *Recreation facilities, personal means recreation equipment or facilities such as swimming pools, tennis, shuffleboard, handball or racquetball courts, swings, slides, and other playground equipment provided as an accessory use on the same premises and in the same zoning district as the principal permitted use and designed to be used primarily by the owners, tenants, or employees of the principal use and their guests.*
- 3) *Recreation facilities, private on-site means recreation hall, equipment, or facilities such as swimming pools, tennis, shuffleboard, handball, or racquetball courts, swings, slides, and other playground equipment which are owned, leased or, operated by a homeowners', co-op, or condominium association and located in the development or neighborhood controlled by the association.*
- 4) *Recreation facilities, private off-site means recreation hall, equipment, or facilities such as swimming pools, tennis, shuffleboard, handball, or racquetball courts, swings, slides, and other playground equipment which are owned, leased or operated by a homeowners', co-op, or condominium association for use by the association's members and guest, but which are not located in the development or neighborhood controlled by the association.*
- 5) *Recreation facility, public means a recreation facility operated by a governmental agency and open to the general public.*

The Lee County definition does appear to match the intent of the Town's definition of "*Recreation facilities, commercial (#1)*," but none of the Town's definitions address arcades or adult video arcades.

The property is located within the Downtown zoning district, which allows recreation facilities as a special exception in Table 34-1 Land Use Assigned to Use Groups and Sub-Groups. This offers another reason and purpose for the application to be processed as a request for a special exception approval.

Since the Town's LDC is essentially silent on the specific use, but offers potentially similar uses and definitions as other communities, the LPA and Town Council have the option to make one of two findings related to this definition.

- 1) Find the adult video arcades are not a use which qualifies for a special exception and the use would be inconsistent with the Town's LDC, including but not limited to, LDC Section 34-1 Definitions, and specifically Recreation Facilities, commercial; or
- 2) Find adult video arcades are a use which meets the definition and intent of Recreation Facilities, commercial.

Dependent on which findings the Town Council determine is applicable, then additional considerations may be required for this application. If it is determined that the adult video arcades are consistent with the definition of *Recreation Facilities, commercial* (option 2) and qualify for a special exception within the Downtown zoning district, then the application is still subject to the requirements of LDC Sec 34-88.

Pursuant to the Town's LDC Sec. 34-88, the Town Council shall consider whether to approve, approve with conditions, or deny based on the applicant's ability to comply, or conflict with, Sec 34-88(a), (b), (c), and (d). The considerations include, but not limited to, performance and locational standards and determination if the use is or is not contrary to the public interest and health, life, comfort, convenience, and welfare of the Town's citizens.

Consumption on Premises

The Town Council's review of the application for the consumption on premises shall also consider the same criteria and the applicant's ability to comply, or conflict with, LDC Sec. 34-88. The applicant has indicated that it is their intent to apply for a 2 COP license from the State, which limits sales to beer and wine.

Neighborhood Compatibility:

Review of existing uses and the surrounding neighborhood, staff found the subject property is located within an area that supports similar uses as retail and consumption on premises, including a previous approval for COP at 1250 Old San Carlos in 2001. There are a variety of restaurants and bars located within the Old San Carlos Blvd. and Times Square area. Many offer entertainment and similar sales of on-site consumption of alcohol. It is not known how many offer package sales of alcohol.

The property located at 185 Old San Carlos is approximately 239 feet from Lynn Hall Memorial Park.

Findings and Conclusions:

LDC Sec. 34-88 sets forth the required findings and conclusions for the approval of a special exception (staff analysis applicable only to the consumption on premises):

- a. Whether there exist changed or changing conditions which make approval of the request appropriate.*

There are no changes proposed to the existing footprint of the property. The retail and consumption of beer and wine on the premises appears to be similar to the surrounding uses. Most consumption on premises in the Old San Carlos block are related to a restaurant.

- b. Whether the request is consistent with the goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan.*

The request is consistent with goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan.

- c. Whether the request meets or exceeds all performance and locational standards for the proposed use.*

The request meets performance and location standards if approved and conditioned appropriately.

- d. Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.*

The request does not impact the EC zoning district. There are no physical improvements proposed for the site or building other than signage and internal remodeling, if necessary.

- e. Whether the request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.*

There is no anticipated negative impact or injury to surrounding properties as the business is similar to others within the Old San Carlos corridor.

- f. Whether a requested use will be in compliance with the applicable general zoning provisions and supplemental regulations set forth in Chapter 34 of the Land Development Code.*

The request will be in compliance with the applicable zoning provisions and supplemental regulations.

III. RECOMMENDATION

On August 10, 2021, LPA heard the presentation for the special exception. Mrs. Plummer inquired about the parking requirements for downtown businesses. Mr. Green addressed the question by mentioning downtown paid parking and the possible need for a parking agreement between the applicant and a local paid parking lot. LPA members were in favor of a policy decision by Town Council to determine whether the proposed use, "Adult Arcade", is a use the Town wants to add to the Land Development Code and Downtown zoning. The LPA voted, 5-0, to deny the use based on it not fitting within the Town's uses and insisted that a discussion and direction by Town Council is required. The LPA did recommend approval with conditions for the 2COP, with no outdoor consumption.

Staff finds that the special exception for consumption on premises will operate under the provisions of a bar with a 2COP.

Therefore, staff recommends **APPROVAL WITH CONDITIONS** of SEZ20210050, for Consumption on Premises with beer and wine (2COP) only.

IV. CONDITIONS OF APPROVAL

1. *The consumption on premises (2COP) is only valid in conjunction with a retail sales operation within the same business.*
2. *No amplified music or entertainment unless within an entirely enclosed building. All activities are subject to the Town's noise ordinance.*
3. *No outdoor seating or consumption of alcohol beyond the footprint of the existing enclosed structure.*
4. *Any violation of the conditions of approval shall render the special exception null and void.*

Staff Report Exhibits:

A – Site Plan

B – Complete Application

C – Letter to Adjacent Property Owners

20210050



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Site Address: 185 OLD SAN CARLOS BLVD FMB 33931

STRAP Number: 24-46-23-W3-0050A.0130

Applicant: SUZANNE E. BAHAN

Phone: 386-527-2370

Contact Name: _____

Phone: _____

Email: suzipilot@gmail.com

Fax: _____

Current Zoning District: DOWNTOWN

Future Land Use Map (FLUM) Category: PEDESTRIAN COMMERCIAL

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

ACTION REQUESTED

☒ Special Exception

☐ Variance

☐ Conventional Rezoning

☐ Planned Development ☐ Commercial ☐ Residential

☐ Master Concept Plan Extension

☐ Appeal of Administrative Action

☐ Vacation of Platted Right-of-way and Easement

☐ Other - cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

PH-A

PH-B

PH-C

PH-D

PH-E

PH-F

PH-G

attach on separate sheet

Town of Fort Myers Beach

MAY 21 2021

Received by: _____

PART I - General Information

A. Applicant*: SUZANNE E. BAHAN Phone: 386-527-2370

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

Applicant Mailing Address: 163 OLD SAN CARLOS BLVD. FMB. FL. 33931

Email: suzipilot@gmail.com

Fax: _____

Contact Name: same

Phone: same

4/30/2021

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

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COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

B. Relationship of Applicant to subject property:

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

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

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

Name: ROBERT B. BURANDT, ESQ. Phone: 239-542-4733
Address: 1714 CAPE CORAL PARKWAY E. CAPE CORAL FL. 33904
Email: robert@capecoralattorney.com Fax: 239-542-9203

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

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

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

PART II - Nature of Request

Requested Action (each request requires a separate application)

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

☐ Appeal of Administrative Action

☐ Vacation

☐ Right-of-Way

☐ Easement

☐ Other. Please Explain: THE REQUEST IS TO ESTABLISH AN ADULT
ARCADE WITH SOME RETAIL AND FOR THE SALE OF BEER AND
WINE

PART III – Waivers

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

Code Section: _____ Description: Waive survey & site plan,
this is an existing commercial building.

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, SUZANNE E. BAHAN swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

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

4/30/2021

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

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COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

I have authorized the staff of the Town of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

S. E. Bahan
Signature

SUZANNE E. BAHAN
Printed Name

STATE OF FLORIDA COUNTY OF LEE

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

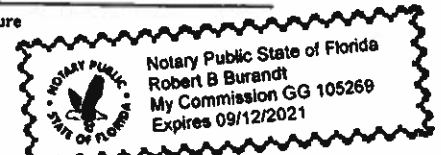
presence OR ☐ online notarization, this 21 day of may, 2021, by

Suzanne E. Bahan ☒ who is personally known to me OR ☐ who has produced

Suzanne E. Bahan as identification.

[Signature]
Notary Public Signature

PART V Property Ownership (Multiple Owners)



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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address
Suzanne E. Bahan, 163 Old San Carlos Blvd. FMB 33931

Percentage Ownership
99%

Evelyn M. May 163 Old San Carlos Blvd. FMB FL. 33931

1%



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address

Percentage of Interest

_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____
_____	_____

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

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Date of Contract: _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

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

SE Bahan
Signature

Suzanne E., Bahan
Printed Name

AFFIDAVIT

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

I, SUZANNE E. BAHAN (name), as MGR (title)
of BERTIE & NEEKA, LLC (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

4/30/2021

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

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COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

SUZANNE E. BAHAN/BERTIE & NEEKA, LLC

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

Suzanne E. Bahan

Signature

SUZANNE E. BAHAN

Typed or Printed Name

MGR

Title

5-21-21

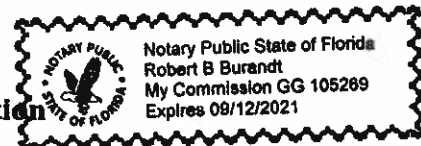
Date

STATE OF FLORIDA COUNTY OF LEE

The foregoing instrument was certified and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 21 day of May, 2021, by SUZANNE BAHAN ☒ who is personally known to me OR ☐ who has produced _____ as identification.

Seal

Notary Public Signature



PART VI- Property Information

A. Legal Description:

STRAP: 24-46-23-103-0050A.0130

Property Address: 185 OLD SAN CARLOS BLVD FMB. 33931

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee

County? ☐ No. Attach a legible copy of the legal description as Exhibit 6-1.

☐ Yes. Property identified in subdivision: ISLAND SHORES

Book: 9 Page: 25 Unit: 2 Block: A Lot(s): 13&14

B. Boundary Survey:

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

4/30/2021

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

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COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 26 feet
Depth (please provide an average width if irregular in shape) 116.61 feet
Frontage on street: 26 feet. Frontage on waterbody: 0 feet
Total land area: 4312 ☐ acres ☐ square feet

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

PROPERTY IS RIGHT ON OLD SAN CARLOS, SO COMING OVER THE BRIDGE
YOU WOULD TURN RIGHT AND THEN RIGHT AGAIN, BUILDING ON YOUR
LEFT

☐ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

- ☐ There are no deed restrictions and/or covenants on the subject property.
☐ A list of deed restrictions and/or covenants affecting the subject property is attached as Exhibit 6-4.
☐ A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5.

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

- ☐ Attach a list of surrounding property owners within 500 feet as Exhibit 6-6.
☐ Attach a map showing the surrounding property owners as Exhibit 6-7.
☐ Provide Staff with two (2) sets of surrounding property owner mailing labels.

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

- | | |
|--|--|
| ☐ Low Density | ☐ Marina |
| ☐ Mixed Residential | ☐ Recreation |
| ☐ Boulevard | ☐ Wetlands |
| ☐ Pedestrian Commercial | ☐ Platted Overlay |

PROJECT NUMBER:

DATE:

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

PART VI

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Suzanne E. BAHAN swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

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

PROJECT NUMBER:

DATE:

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

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

SE Bahan

Signature of owner or authorized agent

4/26/2021
Date

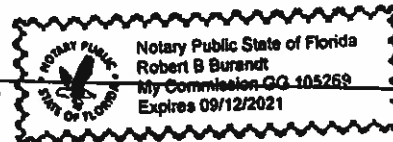
STATE OF FLORIDA)
COUNTY OF LEE)

Subscribed and sworn to (or affirmed) before me this 26 day of April
20 21, by SUZANNE E. BAHAN

[Signature]
Notary Public Signature

(SEAL)

[Signature]
Notary Printed Name



Personally Known ☒ or Produced Identification ☐

Type of Identification Produced: _____ My Commission Expires: 9-12-21

PROJECT NUMBER:

DATE:

PART VII

AFFIDAVIT

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

I, Suzanne E. BAHAN (name), as MANAGER (title) of BERTIE & NEEKA, LLC (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

BERTIE & NEEKA, LLC
Name of Entity (corporation, partnership, LLP, LLC, etc.)

SE BAHAN
Signature

MANAGER
Title

Suzanne E. BAHAN
Typed or Printed Name

4/26/21
Date

**STATE OF FLORIDA)
COUNTY OF LEE)**

Subscribed and sworn to (or affirmed) before me this 26 day of April, 2021, by SUZANNE E. BAHAN, as (title) MANAGER on behalf of (company name) BERTIE & NEEKA, LLC

Notary Public Signature

(SEAL)



Town of Fort Myers Beach

Revised 1/6/2017

2525 Estero Blvd., Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Permits@FortMyersBeachFL.gov Fax: 239-765-0909

Page 11 of 15

PROJECT NUMBER:

DATE:

Notary Printed Name

Personally Known ☒ or Produced Identification ☐

Type of Identification Produced: _____ My Commission Expires: 9/12/21

Revised 1/6/2017

Town of Fort Myers Beach
2525 Estero Blvd., Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Permits@FortMyersBeachFL.gov Fax: 239-765-0909

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OWNERS AUTHORIZATION TO CONDUCT BUSINESS

I Suzanne E. Bahan as the owner of the property located at 185 Old San Carlos Blvd. FMB 33931 hereby give permission to Bertie & Neeka, LLC to open and operate an adult arcade business with retail and the sale of beer and wine (2-cop license to be acquired) with indoor seating around the machines to operate between the hours of 9am to 12am., seven days a week.

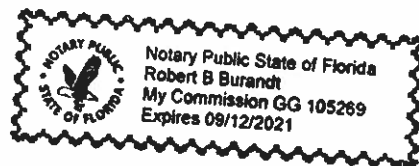
S.E. Bahan

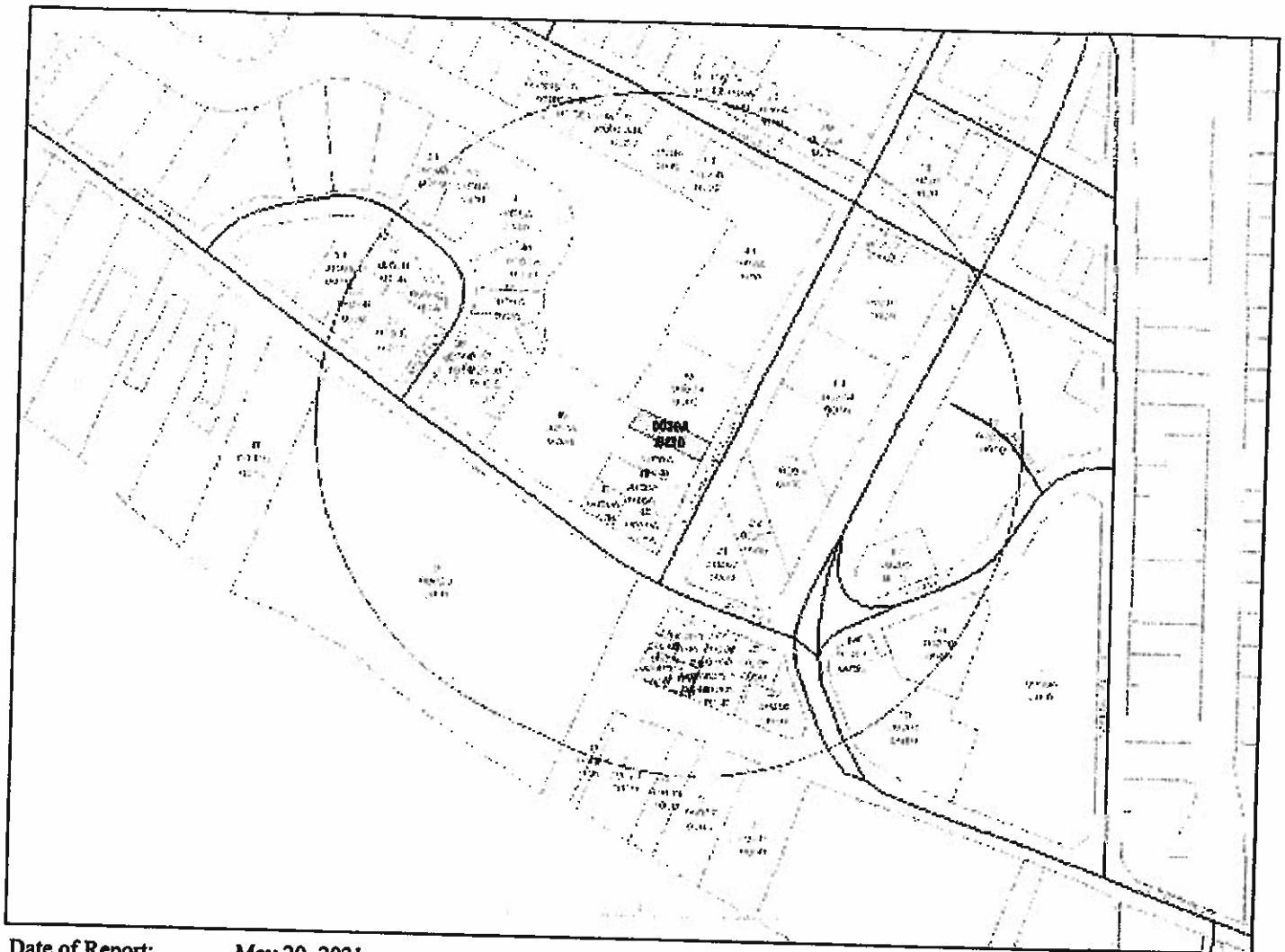
Suzanne E. Bahan

Before me personally appeared Suzanne E. Bahan on this ____ day of May 2021 who is personal known to be and executed this Owners Authorization for Bertie & Neeka, LLC to open an adult arcade business with retail sales and the sale of beer and wine.

[Signature]

(notary)





Date of Report: May 20, 2021

Buffer Distance: 500 feet [Rerun](#)

Parcels Affected: 58

Subject Parcel: 24-46-23-W3-0050A.0130

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

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

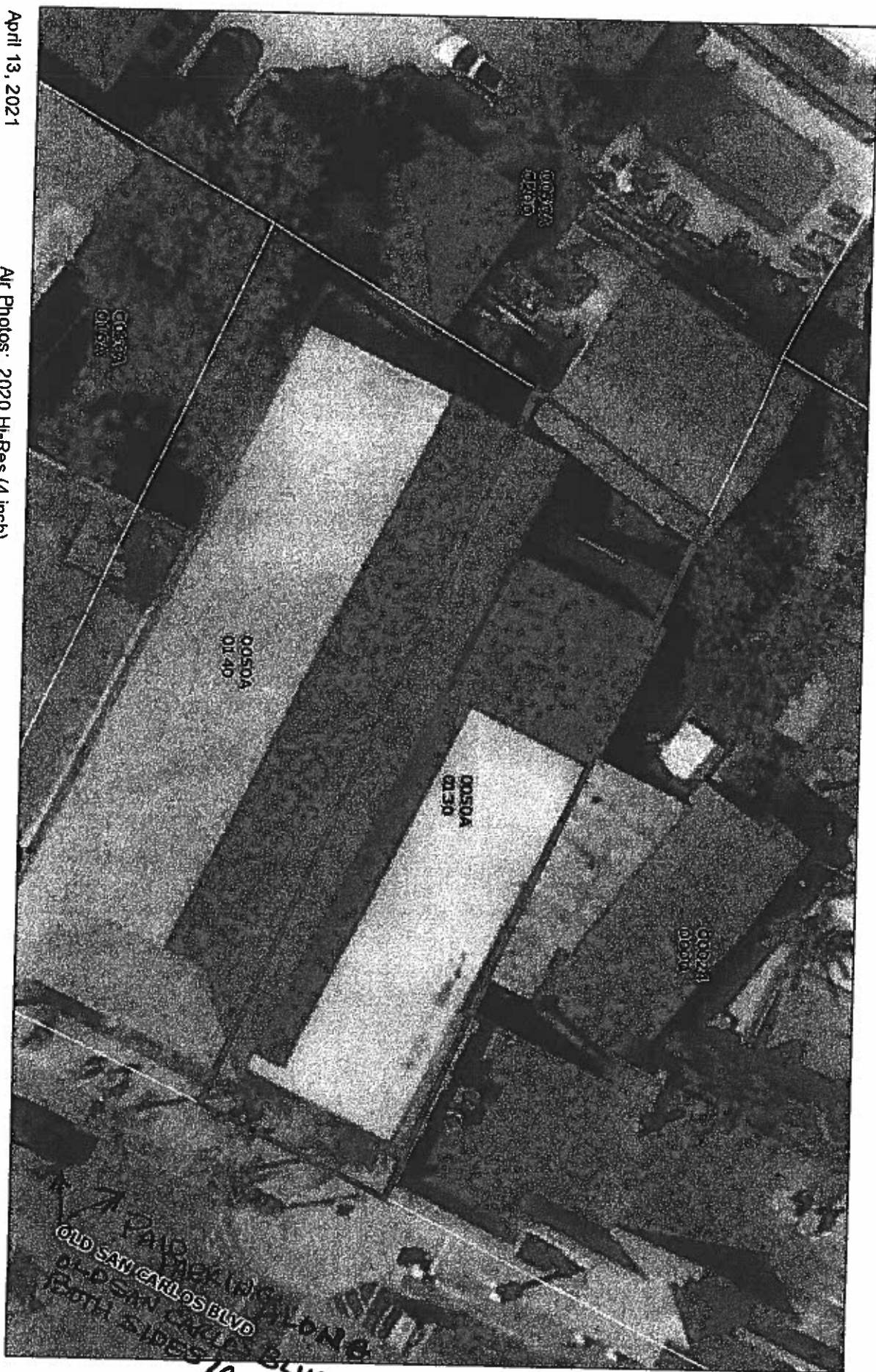
OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
TPI-FMB I LLC 103 15TH AVE NW STE 200 WILLMAR MN 56201	24-46-23-W3-00006.0000 1133-1155 ESTERO BLVD FORT MYERS BEACH FL 33931	BUSINESS CTR PHILLIPS PB 9 PG 9 LOTS 10 THRU 15 + OR 587/198 LESS R/W 2353/3036	1
LALLO JOHN W + DEBORAH L 14526 RIVERSIDE DR FORT MYERS FL 33905	24-46-23-W3-00007.0000 1005 ESTERO BLVD FORT MYERS BEACH FL 33931	FRM SW COR BLK E CRESCENT PK ADD ON E LI SEC 24 46 23 RUN NWLY AT INC	2
KALYMNIOUS PARTNERSHIP LLP 1001 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00008.0000 1001 ESTERO BLVD FORT MYERS BEACH FL 33931	FRM SW COR BLK E CRESCENT PK ADD ON E LI SEC 24 RUN NW 69 DEG 54 MIN WITH SEC	3
PRESAUD PROPERTIES FL 361 SEMINOLE WAY FORT MYERS BEACH FL 33931	24-46-23-W3-00016.0000 1046 ESTERO BLVD FORT MYERS BEACH FL 33931	FROM SW COR BLK E CRESCENT PK ADD ON E LI SEC 24 RUN S ALG SD LI TO S LI CO RD	4
PERSAUD PROPERTIES FL 361 SEMINOLE WAY FORT MYERS BEACH FL 33931	24-46-23-W3-00017.0000 1028 ESTERO BLVD FORT MYERS BEACH FL 33931	FROM SW COR BLK E CRES PK ADD ON E LI SEC 24 RUN S ALG SD LI TO S LI CO RD TH	5
BENCIN ENTERPRISES INC 927 PRESCOTT ST	24-46-23-W3-00018.0000 1010 ESTERO BLVD	A PAR AS DESC IN OR 1234 PG 1371	6

FORT MYERS BEACH FL 33931	FORT MYERS BEACH FL 33931		
WHITAKER WILLIAM D & 15820 SAN ANTONIO CT FORT MYERS FL 33908	24-46-23-W3-00021.0000 1000 ESTERO BLVD FORT MYERS BEACH FL 33931	PARL IN SE1/4 SEC 24 S OF ESTERO BLVD+E OF SAN CARLOS DR DESC OR 1547 PG 1077	7
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	24-46-23-W3-00022.0000 10 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BEG NW COR BLK 8 BUSINESS CTR SUBD RUN NWLY ALG EXTENED N LINE PIER ONLY	8
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	24-46-23-W3-00023.0000 950 ESTERO BLVD FORT MYERS BEACH FL 33931	BEG NW COR BLK 8 BUSINESS CTR SUB RUN NWLY ALG EXTEN NLI PIER ON 22.0000	9
RICHARD JOHN W TR 237 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00024.0000 201 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	FROM NWLY COR BLK 8 BUSINESS CENTER SUBD RUN NWLY ALG PROLONGATION OF	10
HOUSEBOAT LLC 237 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00202.0020 430 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 2 PB 9 PG 9 LOTS 2 THRU 5	11
SOB INC 340 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00203.0010 340 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 3 PB 9 PG 9 LOT 1	12
RICHARD JOHN W TR 237 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00203.0020 318/320 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 3 PB 9 PG 9 LOTS 2 THRU 6 + LTS 22 +23 + POR OF VAC ST	13
STINGRAYS RAW BAR INC 250 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00204.0010 250 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CTR LTS 1 + 2 BLK 4 LOTS 1 THRU 5 BLK 5 W OF ST RD 865 R/W + POR OF VAC ST	14
HOLLAND DENNIS TR 570 KULAIWI DR WAILUKU HI 96793	24-46-23-W3-00204.0030 200 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 4 PB 9 PG 9 LTS 3 THRU 7 PT 8 + 9 + PT VAC ALLY	15
LIGHTHOUSE ISLAND RESORT INC 1051 FIFTH ST FORT MYERS BEACH FL 33931	24-46-23-W3-00205.0060 1051 FIFTH ST FORT MYERS BEACH FL 33931	PORTION OF BUSINESS CENTER BLK 3 & 5 PB 9 PG 9 AND A PORTION OF VACATED FOURTH ST AND PORTION OF VACATED 5TH AVE IN SEC 24 TWP 46 RNG 23	16
TPI-FMB I LLC 103 15TH AVE NW STE 200 WILLMAR MN 56201	24-46-23-W3-00205.0070 FIFTH ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 5 PB 935 PG 9 PT LOT 7 + LOTS 8 + 9	17
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	24-46-23-W3-00206.0010 1113 ESTERO BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 6 PB9 PG9 LTS 1-4 LESS R/W + DESC OR 1904/4451	18
TPI-FMB I LLC 103 15TH AVE NW STE 200 WILLMAR MN 56201	24-46-23-W3-00206.0050 1054 FIFTH ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 6 PB 9 PG 9 LOT 5 R/W OR 1154 PG 1510	19
TPI-FMB I LLC 103 15TH AVE NW STE 200 WILLMAR MN 56201	24-46-23-W3-00206.0060 1150 FIFTH ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 6 PB 9 PG 9 LOTS 6 THRU 9	20
150 SAN CARLOS BLVD CORP OMG INC 408 BROADWAY NEW YORK NY 10013	24-46-23-W3-00207.0000 150 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 7 PB 9 PG 9 ALL BLK 7	21
TOWN OF FORT MYERS BEACH FINANCE DEPT 2525 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00207.1000 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER R/W OF CENTER STREET LYING BETWEEN BLK 7 BLK 7 PB 9 PG 9	22
CHAVEZ CARLOS L TR 991 AQUA LN	24-46-23-W3-00208.0010 80 OLD SAN CARLOS BLVD	BUSINESS CENTER BLK.8 PB 9 PG 9	23

FORT MYERS FL 33919	FORT MYERS BEACH FL 33931	LOTS 1 + 2 LESS THE W 44	
CHAVEZ CARLOS L TR 991 AQUA LN FORT MYERS FL 33919	24-46-23-W3-00208.002A 50 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 8 PB 9 PG 9 LOT PT 2	24
BENSON BRADFORD J TR 927 PRESCOTT ST FORT MYERS BEACH FL 33931	24-46-23-W3-00208.0040 1021 ESTERO BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK.8 PB 9 PG 9 PT LOT 4 + ALL LOT 5	25
TOWN OF FORT MYERS BEACH FINANCE DEPT 2525 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00208.004A EASEMENT FORT MYERS BEACH FL 33931	PT LOT 4 AREA 2 SE 1/4 BUSINESS CENTER PB 9 PG 9 IN OR 297 P 427	26
KLC SURF LLC 8201 MOCCASIN TRAIL DR RIVERVIEW FL 33578	24-46-23-W3-00208.0060 1035 ESTERO BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK.8 PB 9 PG 9 LT 7 + LOT 6 LESS WLY 6 FT LESS ROW OR3539 PG3351	27
KROHN INVESTMENTS LLC PO BOX 2518 FORT MYERS BEACH FL 33932	24-46-23-W3-00208.0080 1028 FIFTH ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 8 PB 9 PG 9 LOTS 8 + 9	28
RFN CORP 2401 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00208.0100 1018 FIFTH ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 8 PB 9 PG 9 LOT 10	29
FREEMAN WILLIAM T + COLLEEN C 15341 KILBIRNIE DR FORT MYERS FL 33912	24-46-23-W3-0030A.0010 401 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK A PB 9 PG 40 LOT 1	30
FREEMAN WILLIAM T + COLLEEN C 15341 KILBIRNIE DR FORT MYERS FL 33912	24-46-23-W3-0030A.0020 939 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK A PB 9 PG 40 LOT 2	31
INTERNATIONAL CAPITAL 20 N MARTINGALE RD STE 180 SCHAUMBURG IL 60173	24-46-23-W3-0030A.0030 935 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK A PB 9 PG 40 LOT 3	32
ANDERSON BRENT KORY & 13302 COACHFORD AVE ROSEMOUNT MN 55068	24-46-23-W3-0030A.0040 929 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK.A PB 9 PG 40 LOT 4	33
TOMAILO FRANKLIN L + GLORIA J 934 THIRD ST FORT MYERS BEACH FL 33931	24-46-23-W3-0030B.0020 934 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK.B PB 9 PG 40 LOT 2	34
932 THIRD STREET LLC 932 THIRD ST FORT MYERS BEACH FL 33931	24-46-23-W3-0030B.0030 932 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK B PB 9 PG 40 LOTS 3 + 4	35
DUDDY BRIAN PATRICK TR 14 STETSON PL DUXBURY MA 02332	24-46-23-W3-0030B.0050 920 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK B PB 9 PG 40 LOT 5	36
FOSTER STEPHEN ALLEN 914 THIRD ST FORT MYERS BEACH FL 33931	24-46-23-W3-0030B.0060 914 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK B PB 9 PG 40 LOT 6	37
TYRELL PETER + 6 BURLEIGH ROAD HEMEL HEMPSTEAD HP2 4PT UNITED KINGDOM	24-46-23-W3-0030B.0070 910 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK B PB 9 PG 40 LOT 7	38
KOSTER RODNEY A & THERESA A 880 THIRD ST FORT MYERS BEACH FL 33931	24-46-23-W3-0030B.0080 880 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK.B PB 9 PG 40 LOT 8	39
FIRST CENTRAL INVESTMENT CORP LAWRENCE A YAX 830 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00400.0010 830 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 1 PB 9 PG 24 LOT 1	40
RICHARD JOHN W TR 237 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.0080 237 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK A PB 9 PG 25 LOTS 1 THRU 12 + VAC LAGOON	41

		R/W OR2858/1391 + OR2660/2863 +2736/3702 + BLK B PB 9 PG 40 LOT 1	
ZOZO INVESTMENTS LLC 173 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.0140 163 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK A PB 9 PG 25 PT LOT 14 + LOT 15	42
JENKINS GEORGE D L PO BOX 280 TILLSONBURG ON N4G 4H5 CANADA	24-46-23-W3-0050A.016A 159/161 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.A PB 9 PG 25 LOTS 16 + PT OF LT 17	43
151 OLD SAN CARLOS LLC 17840 SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.018A 151 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.A PB 9 PG 25 LOTS PT 18 + 19	44
BENSON BRADFORD J II TR 927 PRESCOTT ST FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.018B 959/963 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK A PT LOTS 17 18 + 19	45
LISAY STEVEN E + CATHERINE M 925 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.0200 925 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK A PB 9 PG 25 LOTS 20 THRU 26	46
HOLBROOK LESLIE E + PO BOX 206 GALION OH 44833	24-46-23-W3-0050A.032A 859 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.A PB 9 PG 25 NWLY 40 FT LOT 32	47
PURTELL JAMES F TR 855 LAGOON ST FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.0330 855 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK A PB 9 PG 25 LOT 33	48
BOYD TODD & JULIE 39 N SHORE RD HAMILTON PARRISH FL 04 BERMUDA	24-46-23-W3-0050A.0340 849/851 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.A PB 9 PG 25 LOT 34	49
DULLARD ROBERT TR + PO BOX 2695 FT MYERS BCH FL 33932	24-46-23-W3-0050A.0350 843 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UT 2 BLK A PB 9 PG 25 LOT 35	50
BLOCD AHL LEASING LLC 3538 TIMBER RIDGE TRL CEDAR RAPIDS IA 52411	24-46-23-W3-0050A.0360 839/841 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.A PB 9 PG 25 LOT 36	51
SOUTHLAND CORPORATION CORPORATE TAX DEPT 2711 N HASKELL AVE DALLAS TX 75204	24-46-23-W3-0050B.0010 841 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.B PB 9 PG 25 LOTS 1 THRU 4	52
COURTNEY S MARK & DEBORAH S TR 83 CRANBERRY RD GROVE CITY PA 16127	24-46-23-W3-0050B.0050 831 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK B PB 9 PG 25 LOTS 5 + 6	53
PAINE FRED 823 LAGOON ST FORT MYERS BEACH FL 33931	24-46-23-W3-0050B.0070 821/825 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.B PB 9 PG 25 LOTS 7 8 + PT LOTS 9 13 14	54
ARTRIP BARBARA K TR 850 LAGOON ST FORT MYERS BEACH FL 33931	24-46-23-W3-0050B.013A 850 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK B PB 9 PG 25 PT LOTS 13 + 14	55
SCHWARTZ DEREK & KRISTEN 3329 ROSA AVE NEW SMYRNA BEACH FL 32168	24-46-23-W3-0050B.013B 846/848 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.B PB 9 PG 25 LOTS PT 13 + 14 FROM SE	56
SAND CASTLE BEACH CLUB CONDO 905 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-02500.00CE SAND CASTLE BEACH CONDO C/E FORT MYERS BEACH FL 33931	SAND CASTLE BEACH CLUB A TIME-SHARE COMMON AREA DESC OR 1463 PG 2328 + CPB 6 PG 230	57
SAND CASTLE BEACH CLUB CONDO A	24-46-23-W3-02500.1010 905 ESTERO BLVD	SAND CASTLE BEACH CLUB A TIME-SHARE OR 1463-2328	58

GeoView Map



April 13, 2021

Air Photos: 2020 Hi-Res (4 inch)

☒ Hospital Locations ☐ School Locations

☒ Library Locations

☒ School Locations Major Roads Medium

☒ CCC_Parks

☒ 1-75

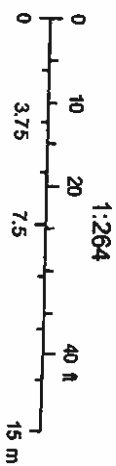
County Boundary

US 41

Other Highways

Other Roads

Parcels Near



This map is NOT a legal bird survey and should not be used or relied upon as such. No warranties, express or implied, are provided with the data, use, accuracy or information.

Building Front Photo

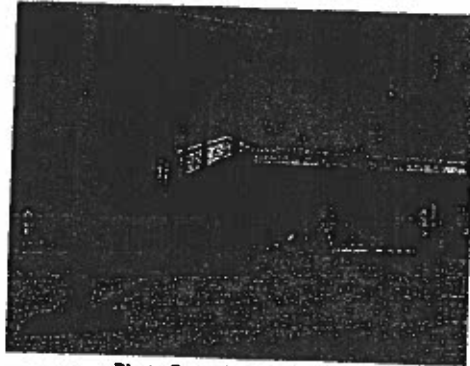
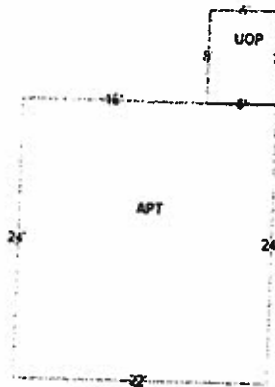
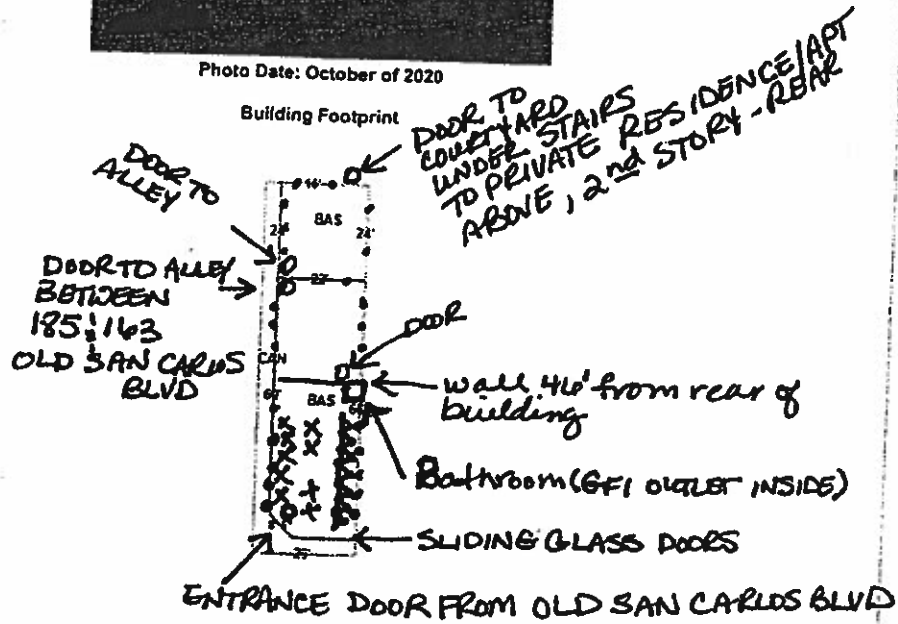


Photo Date: October of 2020



- = electrical outlet
- = DOOR - EMERGENCY EXIT ILLUMINATED SIGN
- = Bathroom
- D = GAMING MACHINE
- X = RETAIL / RETAIL DISPLAY

*** GAMING MACHINES ARE 24" WIDE ***

[Previous Parcel Number](#)
[Next Parcel Number](#)
[New Query](#) [Search](#)

TRIM (proposed tax) Notices are available for the following tax years
 [2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020]

[Results](#) [Home](#)



Customer Name: BERTIE & NEeka, LLC

Contact: Suzi BAHAN

Tel: 386-527-2370 Fax: _____

Address: ~~6508~~ OLD SAN CARLOS BLVD
163

City: FORT MYERS BEACH State: FL Zip: 33931

Email: SUZIPILLOT@GMAIL.COM

Multiple Service Locations? ☐ No ☐ Yes

If Yes: ☐ Separate Invoice (each site) ☐ One Invoice

Purchase Order #:

ACCOUNT DETAILS

SIC #:

Other ☐

Type of Service				Type of Waste				Service Level		Routing							Schedule of Charges				Perm	Temp		
FL	RL	RO	REC	COMP	TRASH	OCC	REC	OTHER	Qty	Size (yds)	Frequency	S	M	T	W	TH	F	S	Disposal	Collection	Extra	Roll Out	Lock Fee	Haul
																			\$	\$		\$		\$
																			\$	\$		\$		\$
																			\$	\$		\$		\$
																			\$	\$		\$		\$

ADDITIONAL INFORMATION

Customer elects recycling service with the contractor: ☒ Yes ☐ No

Use County Mandatory Business Recycling Ordinance 7-25 requires all businesses to have recycling service within 14 days of establishing garbage collection service. Failure to comply with these requirements will result in an assessment being added to your garbage bill (Advanced Disposal Fee) of between \$100 and \$500 per month. For information about requirements of this Ordinance, recycling service providers, educational materials or help in determining what service fits your business, visit www.laegov.com/solidwaste or call 353-8000.

Name of current recycling service provider: ADVANCED DISPOSAL

Customer Signature



Case# _____

Date Received: _____

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-A

Additional Required Information for a Special Exception Application

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

Project Name: BERTIE & NEEKA, LLC
Authorized Applicant: SUZANNE E. BAHAN
LEOPA STRAP Number(s): 24-46-23-W3-103-0050A.0130

Current Property Status: BUILDING
Current Zoning: COMMERCIAL
Future Land Use Map (FLUM) Category: PEDESTRIAN COMMERCIAL
Platted Overlay? ☐ yes ☐ no FLUM Density Range:

Requested Action:

☐	Use of premises in the EC (Environmentally Critical) zoning district for:
☒	Use of premises in the <u>downtown</u> zoning district for:
	The establishment of an adult arcade with some retail and the sale of
	beer and wine.



Case# _____

Date Received: _____

PART I
Narrative Statements

A. Request for: (indicate the proposed use that requires a special exception)

The plan is to open a video arcade establishment for adults. We would also sell beach items like, beach wear and beach accessories along with beer and wine.
The code doesn't allow for a video arcade business on Fort Myers Beach.
This is a new type of business for Fort Myers Beach and we believe it would enhance the area and present a new alternative to residents and visitors.

B. Reasons for request: (state how the property qualifies for a special exception and what impact granting the request could have on surrounding properties.

Direct these statements toward the guidelines in LDC Section 34-88)

The property qualifies for a Special Exception because:
The field of video entertainment is changing on a daily basis and this exemption would allow the Town to keep up with the current trends. This would be an adult establishment for people to enjoy video games while being able to shop for beach wear and have a beer or glass of wine. This business will be in the heart of the Fort Myers entertainment district and will tastfully enhance the entertainment district for the beach. All local customs and standards will be adhered to and everyone will be welcome to enjoy the business. There will be no adverse impact to any other business or resident or any environmental areas. The over all appearance both inside and outside will be first class. This request is also in compliance with existing planed uses for the area and will not cause any damage, hazards, nuisances or other detriment to other business or persons and will provide a place for both locals & visitors to associate with one another.



Case# _____

Date Received: _____

Granting the requested Special Exception could impact surrounding properties as follows:

This special exemption will not impact the surrounding areas. The surrounding areas are retail stores, bars & restaurants.

PART 2

Submittal Requirements

All applications for a special exception must submit fourteen (14) copies of this application form and all applicable exhibits.

Required Items

- Public Hearing Request Form
- Supplemental form PH-A
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; all proposed structures and uses for the site; and any proposed fencing and screening.
- Fee in the amount of \$3800.00/\$3300.00 for an amendment

For New Communication Towers:

- a. Lee County Application for Communication Tower
- b. Shared-Use Plan Agreement

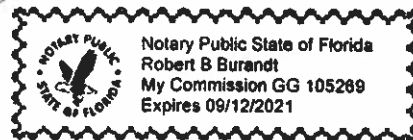
OWNERS AUTHORIZATION TO CONDUCT BUSINESS

I Suzanne E. Bahan as the owner of the property located at 185 Old San Carlos Blvd. FMB 33931 hereby give permission to Bertie & Neeka, LLC to open and operate an adult arcade business with retail and the sale of beer and wine (2-cop license to be acquired) with indoor seating around the machines to operate between the hours of 9am to 12am., seven days a week.

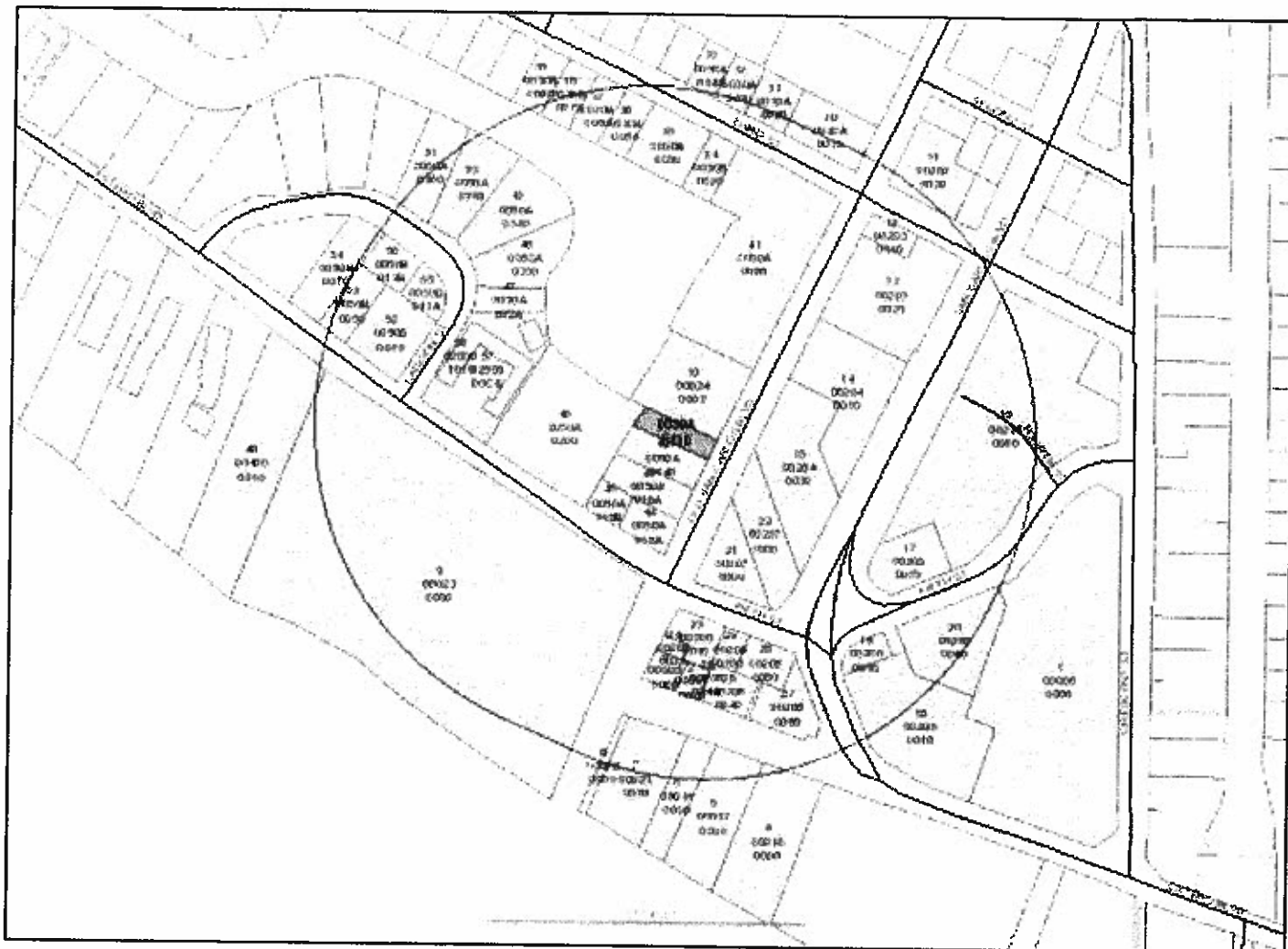


Suzanne E. Bahan

Before me personally appeared Suzanne E. Bahan on this ____ day of May 2021 who is personal known to be and executed this Owners Authorization for Bertie & Neeka, LLC to open an adult arcade business with retail sales and the sale of beer and wine.



(notary)



Date of Report: May 20, 2021

Buffer Distance: 500 feet

Parcels Affected: 58

Subject Parcel: 24-46-23-W3-0050A.0130

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

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

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
TPI-FMB I LLC 103 15TH AVE NW STE 200 WILLMAR MN 56201	24-46-23-W3-00006.0000 1133-1155 ESTERO BLVD FORT MYERS BEACH FL 33931	BUSINESS CTR PHILLIPS PB 9 PG 9 LOTS 10 THRU 15 + OR 587/198 LESS R/W 2353/3036	1
LALLO JOHN W + DEBORAH L 14526 RIVERSIDE DR FORT MYERS FL 33905	24-46-23-W3-00007.0000 1005 ESTERO BLVD FORT MYERS BEACH FL 33931	FRM SW COR BLK E CRESCENT PK ADD ON E LI SEC 24 46 23 RUN NWLY AT INC	2
KALYMNIOUS PARTNERSHIP LLP 1001 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00008.0000 1001 ESTERO BLVD FORT MYERS BEACH FL 33931	FRM SW COR BLK E CRESCENT PK ADD ON E LI SEC 24 RUN NW 69 DEG 54 MIN WITH SEC	3
PRESAUD PROPERTIES FL 361 SEMINOLE WAY FORT MYERS BEACH FL 33931	24-46-23-W3-00016.0000 1046 ESTERO BLVD FORT MYERS BEACH FL 33931	FROM SW COR BLK E CRESCENT PK ADD ON E LI SEC 24 RUN S ALG SD LI TO S LI CO RD	4
PERSAUD PROPERTIES FL 361 SEMINOLE WAY FORT MYERS BEACH FL 33931	24-46-23-W3-00017.0000 1028 ESTERO BLVD FORT MYERS BEACH FL 33931	FROM SW COR BLK E CRES PK ADD ON E LI SEC 24 RUN S ALG SD LI TO S LI CO RD TH	5
BENCIN ENTERPRISES INC 927 PRESCOTT ST	24-46-23-W3-00018.0000 1010 ESTERO BLVD	A PAR AS DESC IN OR 1234 PG 1371	6

FORT MYERS BEACH FL 33931	FORT MYERS BEACH FL 33931		
WHITAKER WILLIAM D & 15820 SAN ANTONIO CT FORT MYERS FL 33908	24-46-23-W3-00021.0000 1000 ESTERO BLVD FORT MYERS BEACH FL 33931	PARL IN SE1/4 SEC 24 S OF ESTERO BLVD+E OFSAN CARLOS DR DESC OR 1547 PG 1077	7
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	24-46-23-W3-00022.0000 10 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BEG NW COR BLK 8 BUSINESS CTR SUBD RUN NWLY ALG EXTENED N LINE PIER ONLY	8
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	24-46-23-W3-00023.0000 950 ESTERO BLVD FORT MYERS BEACH FL 33931	BEG NW COR BLK 8 BUSINESS CTR SUB RUN NWLY ALG EXTEN NLI PIER ON 22.0000	9
RICHARD JOHN W TR 237 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00024.0000 201 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	FROM NWLY COR BLK 8 BUSINESS CENTER SUBD RUN NWLY ALG PROLONGATION OF	10
HOUSEBOAT LLC 237 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00202.0020 430 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 2 PB 9 PG 9 LOTS 2 THRU 5	11
SOB INC 340 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00203.0010 340 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK.3 PB 9 PG 9 LOT 1	12
RICHARD JOHN W TR 237 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00203.0020 318/320 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 3 PB 9 PG 9 LOTS 2 THRU 6 + LTS 22 +23 + POR OF VAC ST	13
STINGRAYS RAW BAR INC 250 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00204.0010 250 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CTR LTS 1 + 2 BLK 4 LOTS 1 THRU 5 BLK 5 W OF ST RD 865 R/W + POR OF VAC ST	14
HOLLAND DENNIS TR 570 KULAIWI DR WAILUKU HI 96793	24-46-23-W3-00204.0030 200 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 4 PB 9 PG 9 LTS 3 THRU 7 PT 8 + 9 + PT VAC ALLY	15
LIGHTHOUSE ISLAND RESORT INC 1051 FIFTH ST FORT MYERS BEACH FL 33931	24-46-23-W3-00205.0060 1051 FIFTH ST FORT MYERS BEACH FL 33931	PORTION OF BUSINESS CENTER BLK 3 & 5 PB 9 PG 9 AND A PORTION OF VACATED FOURTH ST AND PORTION OF VACATED 5TH AVE IN SEC 24 TWP 46 RNG 23	16
TPI-FMB I LLC 103 15TH AVE NW STE 200 WILLMAR MN 56201	24-46-23-W3-00205.0070 FIFTH ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 5 PB 935 PG 9 PT LOT 7 + LOTS 8 + 9	17
LEE COUNTY PO BOX 398 FORT MYERS FL 33902	24-46-23-W3-00206.0010 1113 ESTERO BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 6 PB9 PG9 LTS 1-4 LESS R/W + DESC OR 1904/4451	18
TPI-FMB I LLC 103 15TH AVE NW STE 200 WILLMAR MN 56201	24-46-23-W3-00206.0050 1054 FIFTH ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 6 PB 9 PG 9 LOT 5 R/W OR 1154 PG 1510	19
TPI-FMB I LLC 103 15TH AVE NW STE 200 WILLMAR MN 56201	24-46-23-W3-00206.0060 1150 FIFTH ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 6 PB 9 PG 9 LOTS 6 THRU 9	20
150 SAN CARLOS BLVD CORP OMG INC 408 BROADWAY NEW YORK NY 10013	24-46-23-W3-00207.0000 150 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 7 PB 9 PG 9 ALL BLK 7	21
TOWN OF FORT MYERS BEACH FINANCE DEPT 2525 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00207.1000 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER R/W OF CENTER STREET LYING BETWEEN BLK 7 BLK 7 PB 9 PG 9	22
CHAVEZ CARLOS L TR 991 AQUA LN	24-46-23-W3-00208.0010 80 OLD SAN CARLOS BLVD	BUSINESS CENTER BLK.8 PB 9 PG 9	23

FORT MYERS FL 33919	FORT MYERS BEACH FL 33931	LOTS 1 + 2 LESS THE W 44	
CHAVEZ CARLOS L TR 991 AQUA LN FORT MYERS FL 33919	24-46-23-W3-00208.002A 50 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 8 PB 9 PG 9 LOT PT 2	24
BENSON BRADFORD J TR 927 PRESCOTT ST FORT MYERS BEACH FL 33931	24-46-23-W3-00208.0040 1021 ESTERO BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 8 PB 9 PG 9 PT LOT 4 + ALL LOT 5	25
TOWN OF FORT MYERS BEACH FINANCE DEPT 2525 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00208.004A EASEMENT FORT MYERS BEACH FL 33931	PT LOT 4 AREA 2 SE 1/4 BUSINESS CENTER PB 9 PG 9 IN OR 297 P 427	26
KLC SURF LLC 8201 MOCCASIN TRAIL DR RIVERVIEW FL 33578	24-46-23-W3-00208.0060 1035 ESTERO BLVD FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 8 PB 9 PG 9 LT 7 + LOT 6 LESS WLY 6 FT LESS ROW OR3539 PG3351	27
KROHN INVESTMENTS LLC PO BOX 2518 FORT MYERS BEACH FL 33932	24-46-23-W3-00208.0080 1028 FIFTH ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 8 PB 9 PG 9 LOTS 8 + 9	28
RFN CORP 2401 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00208.0100 1018 FIFTH ST FORT MYERS BEACH FL 33931	BUSINESS CENTER BLK 8 PB 9 PG 9 LOT 10	29
FREEMAN WILLIAM T + COLLEEN C 15341 KILBIRNIE DR FORT MYERS FL 33912	24-46-23-W3-0030A.0010 401 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK A PB 9 PG 40 LOT 1	30
FREEMAN WILLIAM T + COLLEEN C 15341 KILBIRNIE DR FORT MYERS FL 33912	24-46-23-W3-0030A.0020 939 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK A PB 9 PG 40 LOT 2	31
INTERNATIONAL CAPITAL 20 N MARTINGALE RD STE 180 SCHAUMBURG IL 60173	24-46-23-W3-0030A.0030 935 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK A PB 9 PG 40 LOT 3	32
ANDERSON BRENT KORY & 13302 COACHFORD AVE ROSEMOUNT MN 55068	24-46-23-W3-0030A.0040 929 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK A PB 9 PG 40 LOT 4	33
TOMAILO FRANKLIN L + GLORIA J 934 THIRD ST FORT MYERS BEACH FL 33931	24-46-23-W3-0030B.0020 934 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK B PB 9 PG 40 LOT 2	34
932 THIRD STREET LLC 932 THIRD ST FORT MYERS BEACH FL 33931	24-46-23-W3-0030B.0030 932 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK B PB 9 PG 40 LOTS 3 + 4	35
DUDDY BRIAN PATRICK TR 14 STETSON PL DUXBURY MA 02332	24-46-23-W3-0030B.0050 920 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK B PB 9 PG 40 LOT 5	36
FOSTER STEPHEN ALLEN 914 THIRD ST FORT MYERS BEACH FL 33931	24-46-23-W3-0030B.0060 914 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK B PB 9 PG 40 LOT 6	37
TYRELL PETER + 6 BURLEIGH ROAD HEMEL HEMPSTEAD HP2 4PT UNITED KINGDOM	24-46-23-W3-0030B.0070 910 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK B PB 9 PG 40 LOT 7	38
KOSTER RODNEY A & THERESA A 880 THIRD ST FORT MYERS BEACH FL 33931	24-46-23-W3-0030B.0080 880 THIRD ST FORT MYERS BEACH FL 33931	MATANZAS VIEW BLK B PB 9 PG 40 LOT 8	39
FIRST CENTRAL INVESTMENT CORP LAWRENCE A YAX 830 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-00400.0010 830 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 1 PB 9 PG 24 LOT 1	40
RICHARD JOHN W TR 237 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.0080 237 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK A PB 9 PG 25 LOTS 1 THRU 12 + VAC LAGOON	41

R/W OR2858/1391 +
OR2660/2863 +2736/3702 +
BLK B PB 9 PG 40 LOT 1

ZOZO INVESTMENTS LLC 173 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.0140 163 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK A PB 9 PG 25 PT LOT 14 + LOT 15	42
JENKINS GEORGE D L PO BOX 280 TILLSONBURG ON N4G 4H5 CANADA	24-46-23-W3-0050A.016A 159/161 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.A PB 9 PG 25 LOTS 16 + PT OF LT 17	43
151 OLD SAN CARLOS LLC 17840 SAN CARLOS BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.018A 151 OLD SAN CARLOS BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.A PB 9 PG 25 LOTS PT 18 + 19	44
BENSON BRADFORD J II TR 927 PRESCOTT ST FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.018B 959/963 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK A PT LOTS 17 18 + 19	45
LISAY STEVEN E + CATHERINE M 925 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.0200 925 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK A PB 9 PG 25 LOTS 20 THRU 26	46
HOLBROOK LESLIE E + PO BOX 206 GALION OH 44833	24-46-23-W3-0050A.032A 859 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.A PB 9 PG 25 NWLY 40 FT LOT 32	47
PURTELL JAMES F TR 855 LAGOON ST FORT MYERS BEACH FL 33931	24-46-23-W3-0050A.0330 855 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK A PB 9 PG 25 LOT 33	48
BOYD TODD & JULIE 39 N SHORE RD HAMILTON PARRISH FL 04 BERMUDA	24-46-23-W3-0050A.0340 849/851 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.A PB 9 PG 25 LOT 34	49
DULLARD ROBERT TR + PO BOX 2695 FT MYERS BCH FL 33932	24-46-23-W3-0050A.0350 843 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UT 2 BLK A PB 9 PG 25 LOT 35	50
BLOCD AHL LEASING LLC 3538 TIMBER RIDGE TRL CEDAR RAPIDS IA 52411	24-46-23-W3-0050A.0360 839/841 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.A PB 9 PG 25 LOT 36	51
SOUTHLAND CORPORATION CORPORATE TAX DEPT 2711 N HASKELL AVE DALLAS TX 75204	24-46-23-W3-0050B.0010 841 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.B PB 9 PG 25 LOTS 1 THRU 4	52
COURTNEY S MARK & DEBORAH S TR 83 CRANBERRY RD GROVE CITY PA 16127	24-46-23-W3-0050B.0050 831 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK B PB 9 PG 25 LOTS 5 + 6	53
PAINE FRED 823 LAGOON ST FORT MYERS BEACH FL 33931	24-46-23-W3-0050B.0070 821/825 ESTERO BLVD FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.B PB 9 PG 25 LOTS 7 8 + PT LOTS 9 13 14	54
ARTRIP BARBARA K TR 850 LAGOON ST FORT MYERS BEACH FL 33931	24-46-23-W3-0050B.013A 850 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK B PB 9 PG 25 PT LOTS 13 + 14	55
SCHWARTZ DEREK & KRISTEN 3329 ROSA AVE NEW SMYRNA BEACH FL 32168	24-46-23-W3-0050B.013B 846/848 LAGOON ST FORT MYERS BEACH FL 33931	ISLAND SHORES UNIT 2 BLK.B PB 9 PG 25 LOTS PT 13 + 14 FROM SE	56
SAND CASTLE BEACH CLUB CONDO 905 ESTERO BLVD FORT MYERS BEACH FL 33931	24-46-23-W3-02500.00CE SAND CASTLE BEACH CONDO C/E FORT MYERS BEACH FL 33931	SAND CASTLE BEACH CLUB A TIME-SHARE COMMON AREA DESC OR 1463 PG 2328 + CPB 6 PG 230	57
SAND CASTLE BEACH CLUB CONDO A	24-46-23-W3-02500.1010 905 ESTERO BLVD	SAND CASTLE BEACH CLUB A TIME-SHARE OR1463-2328	58

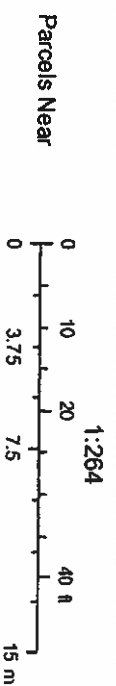
GeoView Map



April 13, 2021

Air Photos: 2020 Hi-Res (4 inch)

- ☒ Hospital Locations
- ☒ School Locations
- ☒ Library Locations
- ☒ School Locations
- ☒ Major Roads
- ☒ CCC Parks
- ☒ County Boundary
- ☒ US 41
- ☒ Other Highways
- ☒ Other Roads



This map is NOT a legal land survey and should not be used or relied upon as such. No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Building Front Photo

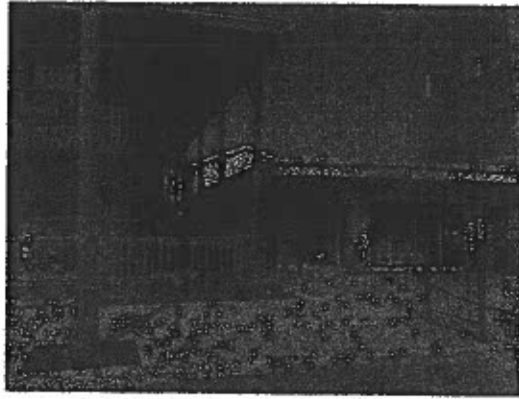
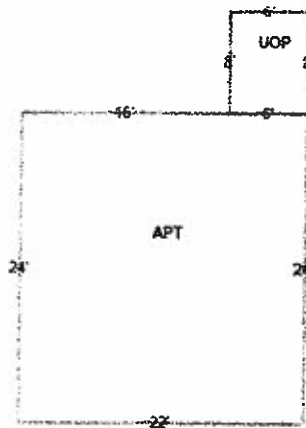
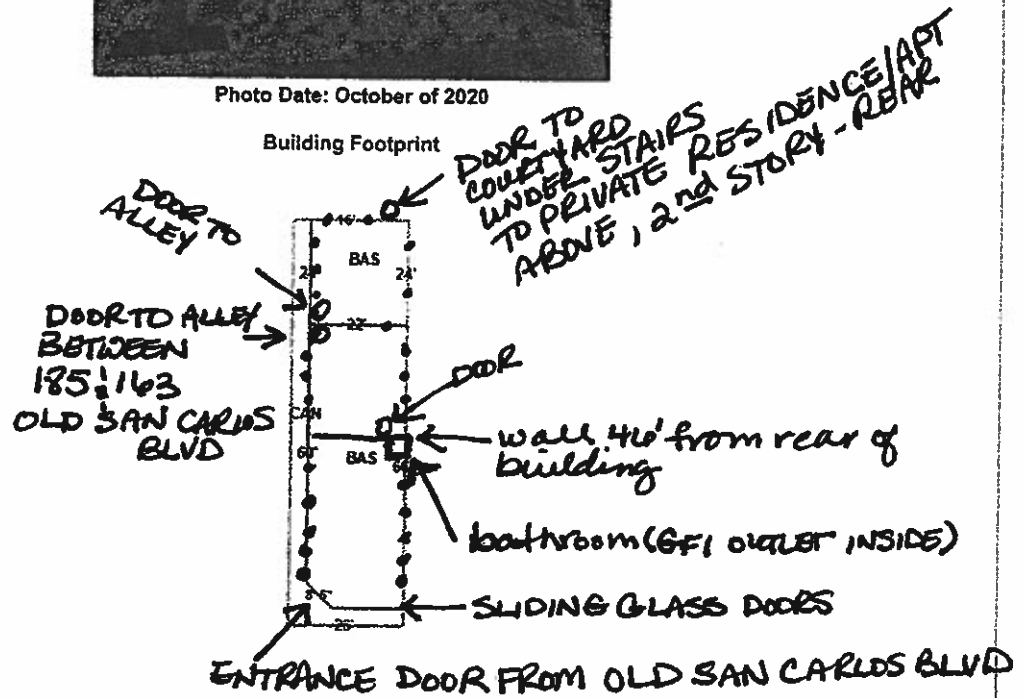


Photo Date: October of 2020

Building Footprint



● = electrical outlet

[Previous Parcel Number](#)
[Next Parcel Number](#)
[New Query Search](#)

TRIM (proposed tax) Notices are available for the following tax years
[2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020]

[Results](#) [Home](#)



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for ADMINISTRATIVE ACTION

This is a two part application. Please be sure to fill out this form, which requires general information, as well as the Supplemental Form application specific to action requested for the subject property. Please submit *two paper copies* and *one digital/electronic copy* of all required applications, supplemental information, exhibits and documents.

PROJECT NUMBER: _____ DATE: _____

Site Address: 185 Old San Carlos FMB 33931

STRAP Number: 24-46-23-W3-0050A.0130

Applicant: Bertie&Neeka, LLC,d/b/a The Painted Pineapple Phone: 386-527-2370

Contact Name: Suzanne Bahan Phone: _____

Email: suzipilote@gmail.com Fax: _____

Current Zoning District: Downtown

Future Land Use Map (FLUM) Category: Pedestrian Commercial

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

ACTION REQUESTED

SUPPLEMENTAL FORM REQUIRED

- | | |
|--|--------------------------|
| ☐ Amendment to Planned Development | AA-A |
| ☐ Commercial Antenna | AA-B |
| ☒ Consumption on Premises (COP) | AA-C |
| ☐ Forced Relocation of Business | AA-D |
| ☐ Interpretation of Land Development Code | AA-E |
| ☐ Minimum Use Determination | AA-F |
| ☐ Setback Variance | AA-G |
| ☐ Accessory Apartment Determination | AA-H |
| ☒ Other – cite LDC Section: <u>Arcade/Retail</u> | attach on separate sheet |

PART I – General Information

A. Applicant*: Suzanne E. Bahan Phone: 386-527-2370

**Applicant must submit a statement under oath that he/she is the authorized representative of the property owner. Please see PART III to complete the appropriate Affidavit form for the type of applicant.*
Applicant Mailing Address: 185 Old San Carlos Blvd. FMB 33931

Email: suzipilote@gmail.com Fax: _____

Contact Name: Suzanne E. Bahan Phone: 386-527-2370

B. Relationship of Applicant to subject property:

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

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

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

Name: robert Burandt, Esq. Phone: 239-542-4733

Address: 1714 Cape Coral Parkway E. Cape Coral Fla. 33904

Email: robert@capecoralattorney.com Fax: _____

D. Nature of Request: The Applicant seeks permission to convert the empty building at 185 Old San Carlos Blvd. into an arcade with some retail sales and the sale of beer and wine. This would be a first class establishment and would improve the area of Old San Carlos Blvd. bring people to the area with different interests.

E. Is this request specific to a particular tract of land?

☒ YES*

☐ NO

**If yes, complete PART II of this form*

PART II – Property Information

A. Is the action requested a result of a Code Violation or Notice of Violation?

☐ YES ☒ NO If yes, please provide the date of notice: _____

Specific nature of the Violation: _____

B. Property Owner(s): Susanne Bahan Phone: 386-527-2370

Property Owner Mailing Address: 185 Old San Carlos Blvd. fMB 33931

Email: suzipilot@gmail.com Fax: _____

C. Legal Description:

STRAP: 24-46-23-W3-0050A.0130

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

☒ Yes. Property identified in subdivision: _____
Book: 9 Page: 25 Unit: 2 Block: A Lot(s): 13 part of 14

D. Subject Property Dimensions:

Width (please provide an average width if irregular in shape) 26 feet

Depth (please provide an average width if irregular in shape) 116.61 feet

Frontage on street: 26 feet. Frontage on waterbody: 0 feet

Total land area: 4312 ☐ acres ☐ square feet

E. Boundary Survey:

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

F. Property Restrictions (check applicable):

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

☐ There are deed restrictions and/or covenants on the subject property. Please attach a separate document listing the restrictions and/or covenants and including a narrative statement detailing how the restrictions/covenants may affect the request.

PART III

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

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

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

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

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

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

Suzanne Bahan
Signature of owner or authorized agent

Susanne Bahan
Printed Name

STATE OF FLORIDA)
COUNTY OF LEE)

Subscribed and sworn to (or affirmed) before me this 21 day of may 2021, by SUZANNE BAHAN.

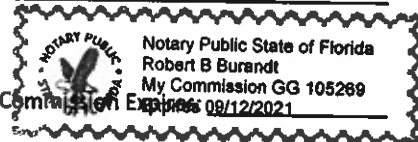
[Signature]
Notary Public Signature

(SEAL)

Notary Printed Name

Personally Known ☒ or Produced Identification ☐

Type of Identification Produced: _____ My Commission Expires 09/12/2021



PART III

AFFIDAVIT

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

I, Suzanne E. Bahan (name), as MGR (title)
of Bertie & Neeka, LLC (company), swear or affirm under oath, that I am
the owner or the authorized representative of the owner(s) of the property and that:

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

Bertie & Neeka, LLC

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

Suzanne E. Bahan
Signature

MGR

Title

Suzanne E. Bahan

Typed or Printed Name

5-21-21

Date

STATE OF FLORIDA)

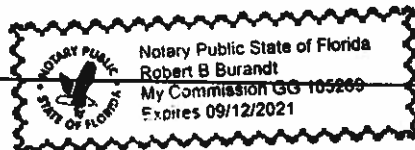
COUNTY OF LEE)

Subscribed and sworn to (or affirmed) before me this 21 day of May
2021, by Suzanne Bahan, as (title) _____ on behalf of
(company name) _____.

[Signature]
Notary Public Signature

(SEAL)

Notary Printed Name



Personally Known ☒ or Produced Identification _____

Type of Identification Produced: _____ My Commission Expires: _____

Revised 1/6/2017

Town of Fort Myers Beach
2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Permits@FortMyersBeachFL.gov Fax: 239-765-0909

Page 5 of 7

OWNERS AUTHORIZATION TO CONDUCT BUSINESS

I Suzanne E. Bahan as the owner of the property located at 185 Old San Carlos Blvd. FMB 33931 hereby give permission to Bertie & Neeka, LLC to open and operate an adult arcade business with retail and the sale of beer and wine (2-cop license to be acquired) with indoor seating around the machines to operate between the hours of 9am to 12am., seven days a week.

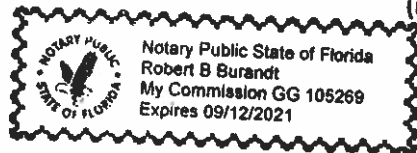


Suzanne E. Bahan

Before me personally appeared Suzanne E. Bahan on this 21 day of May 2021 who is personal known to be and executed this Owners Authorization for Bertie & Neeka, LLC to open an adult arcade business with retail sales and the sale of beer and wine.



(notary)





Case# **SEZ20210050**

Date Received: _____

PART I
Narrative Statements

B. AMENDED Reasons for request: (state how the property qualifies for a special exception and what impact granting the request could have on surrounding properties. Direct these statements toward the guidelines in LDC Section 34-88)

The property qualifies for a Special Exception because:
The field of video entertainment is changing on a daily basis and this exemption would allow the Towns
entertainment district the opportunity to keep up with the current trends. This would be an adult
establishment for people to enjoy video games while being able to shop for beach wear and have a
beer or glass of wine. This business will be in the heart of the Fort Myers entertainment district and will
tastefully enhance the entertainment district for the beach, and will be consistent with the goals , objectives, policies
and intent of the Fort Myers Beach Comprehensive Plan.All local customs and standards will be adhered to
and everyone will be welcome to enjoy the business. This is an indoor entertainment business
and there will be no adverse impact to any other business or resident or any environmental areas.
The over all appearance both inside and outside will be first class. This request is also in compliance with existing
planed uses for the area and will not cause any damage, hazards, nuisances or other detriment to
other business or persons and will provide a place for both locals & visitors to associate with one another.



Town of Fort Myers Beach

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Case Number: SEZ20210050

Case Name: Consumption on Premises (COP) and an Adult Video Arcade. The applicant requests the approval to open an adult video arcade with retail sales of goods; and consumption on premises of beer and wine requiring a deviation from LDC Sec. 34-1263.(d)(2), within 500 feet of Lynn Hall Memorial Park.

Applicant: Suzanne Bahan

Location: 185 Old San Carlos

STRAP #: 24-46-23-W3-0050A.0130

Zoning: Downtown

Request: Consumption on Premises of beer and wine; Adult Video Arcade with retail sales of goods, within 500 feet of Lynn Hall Memorial Park.

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

Notice is hereby given that the Town Council of the Town of Fort Myers Beach will hold a public hearing at a meeting beginning at **9:00 AM on October 4, 2021**, regarding the case listed above. The hearing will take place at Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Florida, 33931.

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

At this hearing the Town Council will review the application materials and make a decision on whether to set a second and final reading at a public hearing. If any person should desire to have verbatim record of the proceedings, which record indicates the testimony and evidence presented, that person will have to make arrangements on their own.

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

1. Requested Motion:

Meeting Date: October 4, 2021

Extend Staging Area Agreement with Mitchell & Stark Construction Company, Inc. for use of Town controlled parking lot #3 as a staging area during the North Estero Phase 2 Part 2 Utilities project from 6/18/21 through 12/31/2021 with FDOT's approval.

Why the action is necessary:

To extend the construction staging area agreement for the North Estero Phase 2, Part 2 project.

What the action accomplishes:

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

The parking lot area #3 located under the bridge is owned by FDOT. With FDOT consent the Town currently has an agreement in place that has allowed us to utilize the property as a contractor staging area for the past 9 months. The contractor is requesting an extension and will reimburse the Town for lost parking revenue.

Attachments:

1. FDOT correspondence email extending permit

Financial Impact:

6. Alternative Action

Do not approve

7. Management Recommendations:

8. Recommended Approval:

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

Created/Initiated - 9/24/2021
Approved - 9/24/2021
Approved - 9/27/2021
Approved - 9/28/2021
Final Approval - 9/28/2021

Sarah Lisenko

From: Christy Cory
Sent: Wednesday, September 15, 2021 9:25 AM
To: DeBoy, Brian T
Cc: Vanderwalker, Timothy; dscafidi@mitchellstark.com; Sarah Lisenko
Subject: Re: FDOT approval for staging

Thank you!

Christy Cory

Utilities Director

Town of Fort Myers Beach

2525 Estero Boulevard

Fort Myers Beach, FL. 33931

Phone: (239) 463-9914

From: DeBoy, Brian T <Brian.Deboy@dot.state.fl.us>
Sent: Wednesday, September 15, 2021 8:28:23 AM
To: Christy Cory <christy@fmbgov.com>
Cc: Vanderwalker, Timothy <Timothy.Vanderwalker@tetrattech.com>; dscafidi@mitchellstark.com <dscafidi@mitchellstark.com>; Sarah Lisenko <SarahL@fmbgov.com>
Subject: RE: FDOT approval for staging

Christy,

I extended the expiration date of the general use permit as requested no further action is required.

Thanks,

Brian DeBoy
FDOT Fort Myers Operations Center
2981 NE Pine Island Road
Cape Coral, Florida 33909
239-985-7807



From: Christy Cory <christy@fmbgov.com>
Sent: Wednesday, September 15, 2021 7:47 AM
To: DeBoy, Brian T <Brian.Deboy@dot.state.fl.us>

Cc: Vanderwalker, Timothy <Timothy.Vanderwalker@tetrattech.com>; dscafidi@mitchellstark.com; Sarah Lisenko <SarahL@fmbgov.com>

Subject: Re: FDOT approval for staging

Brian, do you need me to submit another permit or can we extend the existing?

Sarah, we need to do a blue sheet for Council for the 10/4 meeting to extend this contract for staging.

Christy Cory

Utilities Director

Town of Fort Myers Beach

2525 Estero Boulevard

Fort Myers Beach, FL. 33931

Phone: (239) 463-9914

From: DeBoy, Brian T <Brian.Deboy@dot.state.fl.us>

Sent: Tuesday, September 14, 2021 2:42 PM

To: Christy Cory

Cc: Vanderwalker, Timothy; dscafidi@mitchellstark.com

Subject: RE: FDOT approval for staging

Christy,

I'll extend the permit until 12/31/21.

Thanks,

Brian DeBoy

FDOT Fort Myers Operations Center

2981 NE Pine Island Road

Cape Coral, Florida 33909

239-985-7807



From: Christy Cory <christy@fmbgov.com>

Sent: Tuesday, September 14, 2021 2:24 PM

To: DeBoy, Brian T <Brian.Deboy@dot.state.fl.us>

Cc: Vanderwalker, Timothy <Timothy.Vanderwalker@tetrattech.com>; dscafidi@mitchellstark.com

Subject: Re: FDOT approval for staging

Brian, we are needing until 12/31/2021. Do we need a new agreement? I need to take it to council on 10/4.

Christy Cory

Utilities Director

Town of Fort Myers Beach

2525 Estero Boulevard

Fort Myers Beach, FL. 33931

Phone: (239) 463-9914

From: DeBoy, Brian T <Brian.Deboy@dot.state.fl.us>

Sent: Tuesday, September 14, 2021 1:12:19 PM

To: Christy Cory <christy@fmbgov.com>

Cc: Vanderwalker, Timothy <Timothy.Vanderwalker@tetrattech.com>; dscafidi@mitchellstark.com
<dscafidi@mitchellstark.com>

Subject: RE: FDOT approval for staging

Christy,

How long do you need it extended?

Thanks,

Brian DeBoy

FDOT Fort Myers Operations Center

2981 NE Pine Island Road

Cape Coral, Florida 33909

239-985-7807



From: Christy Cory <christy@fmbgov.com>

Sent: Tuesday, September 14, 2021 11:43 AM

To: DeBoy, Brian T <Brian.Deboy@dot.state.fl.us>

Cc: Vanderwalker, Timothy <Timothy.Vanderwalker@tetrattech.com>; dscafidi@mitchellstark.com

Subject: FW: FDOT approval for staging

Importance: High

EXTERNAL SENDER: Use caution with links and attachments.

Brian, I just realized that this permit expires on 9/30/21. Can we get an extension? Our contractor hasn't completed the work in this area.

Christy Cory

Utilities Director
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL. 33931
Phone: (239) 463-9914

-----Original Message-----

From: Christy Cory <christy@fmbgov.com>
Sent: Wednesday, October 7, 2020 7:48 AM
To: Dave Scafidi <dscafidi@mitchellstark.com>; bavoglia@mitchellstark.com
Cc: Josh Alzamora <jalzamora@mitchellstark.com>; Doug Molloy <Doug@fmbgov.com>; Roger Hernstadt <roger@fmbgov.com>; Vanderwalker, Timothy <Timothy.Vanderwalker@tetrattech.com>
Subject: FDOT approval for staging

The staging area has been approved by FDOT. I've attached the approved permit.

Doug, you can proceed with the payment/agreement.

Dave, you can proceed with setting up your staging area.

Thanks for your patience.

Christy Cory

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

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Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

1. **Requested Motion:**

Meeting Date: October 4, 2021

Approve Supplemental Task Authorization to develop Workforce Housing policies and programs as well as Comprehensive Plan/LDC coordination with Sarah Propst of Axis Infrastructure for a not-to-exceed amount of \$26,880, and authorize the Town Manager to execute the required documentation.

Why the action is necessary:

Will provide needed professional services to develop Workforce Housing policies and programs.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Assist the Town Council to develop housing strategies and support Comprehensive Plan update efforts.

Attachments:

1. Axis Resume Sarah

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 9/27/2021
Approved - 9/28/2021
Approved - 9/29/2021
Approved - 9/29/2021
Final Approval - 9/29/2021



SARAH PROPST, AICP, PMP | SR. PLANNER/PROJECT MANAGER

Ms. Propst is a professional urban planner and project manager with over 13 years of experience writing land development codes and coordinating development projects for municipalities. Many projects have included resiliency and sustainability components to assist coastal communities in managing growth or the consequences of development in a changing environment. She emphasizes public participation and coordination among the stakeholders to ensure community buy-in of the final product.

GRANT FUNDED STORMWATER RESILIENCY PROJECTS, HOLMES BEACH, BRADENTON BEACH, REDINGTON BEACH, FL:

Ms. Propst wrote grant applications, produced bid packages & managed bid processes for SWFWMD, FEMA & FDOT grant funded projects within several barrier island municipalities. As the project manager, she coordinated utility review processes & contractors for the projects. Ms. Propst ensured project timelines were met & wrote quarterly reports to meet grant requirements.

LAND DEVELOPMENT REGULATIONS FOR THE VILLAGE OF INDIANTOWN, FL:

Ms. Propst wrote new Land Development Regulations for the recently incorporated Village of Indiantown. The regulations were developed with feedback from community & staff meetings & complied with the Comprehensive Plan criteria. The new standards & zoning districts balanced the development needs of the community with the protection of natural resources, to meet the new community's needs & ensure sustainable development.

LAND DEVELOPMENT CODE UPDATES, TOWN PLANNER; FORT MYERS BEACH, FL:

Ms. Propst assisted the Town in updating several sections of the Land Development Code. The codes were rewritten to address unintended consequences of development & to improve community resiliency. The update process included joint sessions & public hearings as well as discussions with island residents & developers, to ensure all sides of the issue were understood & considered.



YEARS OF EXPERIENCE: 13

REGISTRATION:

- American Institute of Certified Planners (AICP)
- Project Management Professional (PMP)

ACADEMIC ACHIEVEMENT:

- BA, Interdisciplinary Studies, University of Missouri-Columbia
- Master of Urban and Regional Planning, Virginia Commonwealth University

EMPLOYMENT:

- Axis (2021 – present)
- LTA Engineers (2020-2021)
- Calvin, Giordano and Associates (2016 - 2020)
- City of Marco Island (2015-2016)
- City of Hampton, VA (2011-2015)
- James City County, VA (2008-2011)



LAND USE REGULATION REWRITE; CITY OF FORT MYERS, FL:

Ms. Propst Reorganized & updated the Land Use Regulations for the City, to address inconsistencies & undesirable development. Multiple meetings were held with staff, boards & stakeholders to receive input regarding code concerns. Ms. Propst assisted in identifying conflicts, creating simplified processes & reorganizing tables & sections to create a more logical code for staff & developers to use.

SENIOR PROJECT COORDINATOR: CITY OF HAMPTON, VA:

As the Senior Project Coordinator for the City, Ms. Propst coordinated the development review process from initial inquiry to final certificate of occupancy of major developments within the City. Additionally, Ms. Propst, assisted in developing new subdivision regulations focused on resilient redevelopment, flood & design.

JAMES CITY COUNTY, VA, SENIOR PLANNER:

Ms. Propst wrote the environmental section of the County's 2009 Comprehensive Plan. She collaborated with state & federal regulatory agencies & County staff to ensure all parties reached a consensus on comprehensive plan text & ordinance changes. She represented the Planning Division for the County's Go Green Virginia committee & managed the sustainability consultant for County's first sustainability audit.

1. Requested Motion:

Meeting Date: October 4, 2021

Approve and authorize the Town Manager to execute a piggyback contract with P&T Lawn and Tractor Service Inc. with a Not To Exceed (NTE) Price of \$100,000 for Estero Boulevard landscaping of perennial peanut (and services related to) Lee County's contract RFP170225KLC, Landscape Maintenance and Mowing for DOT.

Why the action is necessary:

To contract with P&T Lawn and Tractor to install perennial peanut plantings along Estero Boulevard from Red Coconut to Publix.

What the action accomplishes:

Authorizes the Town Manager to execute the contract with P&T Lawn and Tractor to install perennial peanut and obtain related services.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

5. Background:

The Town of Fort Myers Beach and Lee County entered into an interlocal for Estero Boulevard Landscaping from Crescent Street to Big Carlos Pass Bridge. The County installed sod in between the sidewalk and the curb. The Town Council approved \$100,000 for landscaping in the FY22 budget. Per Town Council's directive, this funding will be used to install perennial peanut from Red Coconut to Publix. The Town will pull a permit from Lee County for the installation of the landscaping.

Attachments:

1. RFP170225KLC Landscape Maintenance for DOT
2. RFP170225 P and T pricing
3. P and T Signed Agreement
4. Contract Summary Information Updated 8.17.21
5. Renewal Confirmation.PandT.23

Financial Impact:

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve the contract.

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

Created/Initiated - 9/27/2021
Approved - 9/27/2021
Approved - 9/27/2021
Approved - 9/28/2021

**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

Request for Proposal (RFP) NON-CCNA

Solicitation No.: **RFP170225KLC**

Solicitation Name: **LANDSCAPE MAINTENANCE FOR DOT**

Open Date/Time: **9/19/2017** Time: **2:30 PM**

Location: **Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901**

Procurement Contact: **Kathy Ciccarelli** Title **Procurement Analyst**
Phone: **(239) 533-8881** Email: **kciccarelli@leegov.com**

Requesting Dept. **Transportation**

Pre-Solicitation Meeting:

Type: **NON-Mandatory**

Date/Time: **8/15/2017 11:00 AM**

Location: **Procurement: Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901**

**All solicitation documents are available for download at
www.leegov.com/procurement**

Electronic bidding is coming! Visit www.leegov.com/bid to stay informed

Notice to Contractor / Vendor / Proposer(s)

RFP#B170225KLC LANDSCAPE MAINTENANCE AND MOWING FOR DOT

REQUEST FOR PROPOSAL (RFP)

Lee County, Florida, is requesting proposals from qualified individuals/firms for

LANDSCAPE MAINTENANCE AND MOWING FOR DOT

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Tuesday, September 19, 2017

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

11:00 AM August 15, 2017 Public Works Building 1500 Monroe St. 4th Floor Fort Myers, FL 33901

for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Kathy Ciccarelli kciccarelli@LeeGov.com

Sincerely,


Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Division Policy and Ordinances
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Manual
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.

- 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
- 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax:** If applicable, provide with proposal.
- 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.

4. RFP – PREPARATION OF PROPOSAL

- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
- 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
- 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
- 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. PROPOSER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
 - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.3. Any proposer or sub-proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the proposer or sub-proposer.

- 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

7. PRE-SOLICITATION CONFERENCE

- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.
- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the proposal is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

- 14.3. Lee County ***will not reveal engineering estimates or budget amounts for a project*** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- 15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 15.3. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

17. DRUG FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, FL § .

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE's)

- 18.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Office of Supplier Diversity.
- 18.2. Bidder/Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The proposer agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP

- 20.1. The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.

21. SUB-PROPOSER/CONSULTANT

- 21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

22. RFP - PROJECT GUIDELINES

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following

ranking number. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 ("first"), B is ranked number 2 ("joint second"), C is also ranked number 2 ("joint second") and D is ranked number 3 ("third").

23.1.1. Each Ranking is derived by the individual committee member's scores being totaled and then ranked with the highest "score" being "ranked" first with each following in the same manner. For example: a score of 100 would rank 1, a score of 75 would rank 2, and continue until all proposals have been ranked.

23.1.2. Upon completion of this method for each individual committee member the individual rankings are then totaled for an "Over-all Ranking." During the Over-all Ranking process the lowest total would be deemed the highest ranked (1). Example: Proposer A individual rankings totaled 5 and Proposer B individual rankings totaled 7 making "Over-all Ranking" order as Proposer A ranked 1, Proposer B ranked 2.

23.1.3. In the event of a tie, please refer to the tiebreaker section of this solicitation.)

23.2. Evaluation Meeting(s):

23.2.1. Evaluation 1: The first evaluation will rank Proposers based on the scores from the selection criteria point values.

23.2.2. Evaluation 2: Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.

23.2.2.1. Such subsequent evaluations will be accomplished by simply ranking the proposers. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) - the highest ranking.

23.2.3. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov.com/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.

24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.

24.4. The Procurement Management Director reserves the right to exercise their discretion to:

24.4.1. Make award(s) to one or multiple proposers.

24.4.2. Waive minor informalities in any response;

24.4.3. Reject any and all proposals with or without cause;

24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

25. RFP – TIEBREAKER

25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.

25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th rank, will be counted until the tie is broken.

25.1.2. Step 2: At the conclusion of step 1 if all is equal, the local proposer shall be deemed the highest ranked proposer over a non-local proposer. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.

25.1.3. Step 3: At the conclusion of step 1 and step 2 if all is equal, the proposer having a drug-free work place program, in accordance with Section 287.087, FL §, shall be deemed the first ranked proposer.

- 25.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee.
- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project. If applicable, the Selection Committee may choose to short-list Proposers/Firms to be interviewed to determine final selection.

27. WITHDRAWAL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
- 27.3.1. The proposer acted in good faith in submitting the proposal,
- 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
- 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
- 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

- 28.1. Any proposer that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 28.2. “Decisions” are posted on the Lee County Procurement Management Division website. Proposers are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 28.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 28.4. In order to preserve your right to protest, you must file a written **“Notice Of Intent To File A Protest”** with the Lee County Procurement Management Director by **4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.
- 28.4.1. The notice must clearly state the basis and reasons for the protest.
- 28.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
- 28.5. To secure your right to protest you will also be required to post a **“Protest Bond”** and file a written **“Formal Protest”** document **within 10 calendar days** after the date of “Notice of Intent to File a Protest” is received by the Procurement Management Director.

- 28.6. Failure to follow the protest procedures requirement within the timeframes as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 29.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

30. CONTRACT ADMINISTRATION

30.1. Designated Contact:

- 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

30.2. RFP – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual agreement of both parties.**
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

30.3. RFP – Basis of Award:

- 30.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

30.4. Agreement/Contract:

- 30.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

30.5. Records:

- 30.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 30.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 30.5.2.1. Keep and maintain public records required by the County to perform the service.
- 30.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County

to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**

30.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

30.6. Termination:

30.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days' advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

30.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D", "AC-4-1.pdf".)

30.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

30.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

30.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

30.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

30.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

30.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

31. WAIVER OF CLAIMS

31.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

32. LEE COUNTY PAYMENT PROCEDURES

- 32.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 32.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 32.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services

33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)

- 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

34. DEBRIS DISPOSAL (if applicable)

- 34.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

35. SHIPPING (if applicable)

- 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 35.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

36. INSURANCE (AS APPLICABLE)

- 36.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

Standard Insurance Requirements

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

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

\$500,000 per occurrence
\$1,000,000 general aggregate
\$500,000 products and completed operations
\$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 combined single limit (CSL)
\$300,000 bodily injury per person
\$500,000 bodily injury per accident
\$300,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident
\$100,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a., b., and c. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide section

37. SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

38. MINIMUM REQUIREMENTS/RELATED PROJECT EXPERIENCE

- 38.1. Bidder shall have a minimum of 3 years landscape experience. Provide 3 projects completed within the last 5 years on form 1a
- 38.2. Pesticide License for Natural Area and Right of Way. Provide copies of current licenses issued by the State of Florida
- 38.3. Provide current Intermediate Maintenance of Traffic (IMOT) Certification(s)
- 38.4. Provide current certificate(s) of training for "Fertilizer Best Management Practices"
- 38.5. Provide current certification of "Limited Certification for Urban Landscape Commercial Fertilizer" applicators.

End of Special Conditions

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RFP170225KLC
LANDSCAPE MAINTENANCE AND MOWING FOR DOT**

39. GENERAL SCOPE OF PROJECT

The intent of this RFP is to provide median and roadside landscape maintenance and mowing for various sites throughout Lee County. The maintenance work will consist of providing all labor, materials, equipment, permits, and incidentals necessary to perform all of the work in accordance with the specifications outlined in the Landscape Maintenance section of this bid.

In selecting a Proposer the County will place emphasis on the experience of the Proposer and its assigned personnel in providing products and/or services on projects of similar nature and size.

- Provide and maintain adequate staff to oversee and manage the projects;
- Successfully complete the project within the approved schedule;
- Comply with the contract documents and its general conditions.

40. PROJECT TERM

Multi-year Renewals: The successful Proposer shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an “as needed basis” for a two-year (2) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful Proposer at the time of extension or renewal for three (3), additional one (1) year periods.

41. SECTION CHANGES

Lee County may, at their sole discretion, add or delete sections at no change in the unit price of the work as long as the new sections are of a similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%.

Lee County, at their sole discretion, may add new sections or alter sections, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative, including new sections, which have been turned over to the County for maintenance.

Lee County reserves the right to add or delete services based on a mutually agreed upon price, to be negotiated between the vendor and an authorized Lee County Representative.

The labor rate for any jobs above and beyond the pricing sheet will be negotiated between the awarded vendor and a county representative.

43. TOLLS

Lee County will not pay for or reimburse awarded vendors for any bridge tolls.

44. EMERGENCY PHONE NUMBERS

Provide to the County Representative a list of emergency phone numbers. Lee County requires that the awarded vendor provide the name of a contact person and phone number, which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

45. WORK SCHEDULE

Provide to the County's representative a complete twelve (12) month schedule that includes all work to be done such as; pruning, watering, litter removal, herbicide, mulching, mowing and edging. Contact the County's representative and confirm the monthly work schedule. Contact the County Representative within 24 hours of schedule change.

The supervision of the performance of this bid is vested wholly with Lee County DOT. Lee County DOT will decide any and all questions, which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and rate of progress of the work.

All work that does not meet the specifications must be corrected before Lee County DOT will give approval for payment. Lee County has the right to deny a monthly payment for work not completed for that period of time.

46. SUPERVISION AND SAFETY

- A. Prior to the repair of planting areas and replacement of plants, ascertain the location of all drains, electrical cable, conduits, utility lines, supply lines and other subsurface structures contact (**Sunshine Locating Service 811 or 1-800-432-4770**) so that proper advance owner notification may be made and precautions may be taken not to disturb or damage any of these elements or improvements). The Contractor shall properly maintain and protect existing utilities and repair all items damaged by this work at no additional expense to Lee County.
- B. Provide the maintenance services in a professional manner. During all maintenance work hours, provide a qualified and competent, English speaking person on site who is authorized to supervise the maintenance operations and to represent and act on behalf of the Contractor.
- C. Before the contractor begins any work, the contractor, a county representative, and the Landscape Maintenance Supervisor shall meet on site to clearly define the limits of landscape, maintenance responsibilities and expectations, and to discuss any relevant landscaping issues.
- D. Lee County suggests that vendors visit each site and acquaint themselves with the conditions as they exist and the operations to be carried out under this RFP. Vendors shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this RFP.
- E. The contractor shall provide a video in color, the entire site prior to commencement of maintenance contract. Care must be taken to ensure that the site is adequately documented i.e. utility boxes, curbs, signs, and condition of existing sod and plants, including any damage such as weed eater blight. This video will be used to resolve any disputes. In the event that the site is not properly documented and an issue arises, it will be assumed the contractors responsibility and shall be repaired at no cost to the County. Two copies shall be made, one for the contractor's file and the other to the County

representative. Video shall be in the format that may be reviewed in any standard digital device without adaptation.

- F. All vehicles and trailers shall have the contractor's name and business phone number clearly displayed during work hours.
- G. Contractors' personnel shall wear appropriate apparel including high visibility safety vest.
- H. It shall be the Contractor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The Contractor shall adhere to the applicable federal, state, and local laws, ordinances and regulations. The Contractor shall maintain proper work zones in accordance with the State of Florida, Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
- I. The Contractor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA)
- J. Lee County DOT requires that mowing equipment have warning lights or a strobe light installed and operating while in operation. Warning signs that read "Mowers Ahead" (will be provided by the contractor) and meeting the MUTCD specifications be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and ending limits of the project.
- K. There shall be no lane closures during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. There shall be no lane closures between Thanksgiving and Easter unless approved by Lee County due to rush hour and tourist season.

47. REPORTING, INSPECTION AND CHECKLIST

- A. Onsite inspections will be conducted at the request of the County Representative and scheduled within five (5) working days of request.
- B. The Contractor shall meet with the County Representative on a set monthly schedule to discuss and remedy any field questions and or associated problems.

48. MAJOR BREAKDOWNS/EMERGENCY SERVICES

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

49. ASSIGNMENT OF THIS CONTRACT

The Contractor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by the County Representative.

50. LANDSCAPE MAINTENANCE MATERIALS

- A. Water: Use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use County retention ponds as water source.

- B. Replacement Plants: Conform to the type, species, Florida # 1 Grades and Standards and size to match existing plants. All replacement plants must have the prior written approval of the County's representative.
- C. Mulch: Mulch shall be the same type and quality on site unless otherwise directed by County Representative. The use of Cypress mulch is prohibited by County Administration Code 5-9.
- D. Herbicide: Use herbicides; post-emergent and pre-emergent, selective or nonselective, contact or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved. SDS sheets should be provided. Application of herbicides shall be done under supervision of an applicator licensed by the Florida Department of Agriculture and Consumer Affairs in either the Ornamental and Turf Natural Areas Weed Management or Right-of-Way categories. The license shall be available on site for inspection by County staff.

51. LANDSCAPE MAINTENANCE

Maintain all sod and plantings in a healthy, vigorous and attractive condition. Plant materials shall maintain a Florida #1 quality grade throughout the contract period. Landscape maintenance contractor will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:

1. Edging:

Edge every cycle. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas.

2. Mowing:

Mow all Bahia sod areas at a height of three to four inches (3"-4") with a rotary mower. Mowing consists of twenty one (21) cycles: biweekly in the peak growing months of March through November and at a 3-4 week frequency in the months of December through February, as needed to maintain an attractive, even sodded area. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings as most contain funny tubing and bubblers. Any irrigation equipment damaged by mowing or trimming will be repaired at the vendor's expense. Upon the discovery of any damaged irrigation parts or pieces due to the negligence of the contractor, the contractor will have 72 hours to effect these repairs upon notification from LCDOT. Failure to do so will allow LCDOT to have these repairs made and deducted from the contractor's next invoice. All trees and palms have at least 2 bubblers. Some special trees and palms have 3 bubblers. When making repairs to damaged irrigation parts the bubblers must have the same flow rate as the ones being replaced. HIT, Hunter, or Rainbird bubblers may be used as a replacement for the damaged bubblers. Select either a .25 GPM, .50 GPM, 1.0 GPM, or 2.0 GPM depending on what was damaged. If both bubblers were destroyed, find a tree or palm of the exact same type and use the rate from that one for the damaged one. Irritrol 533 bubblers are expressly forbidden and will not be used for any tree or palm belonging to LCDOT.

Mowing wet grass or operating with dull blades shall be avoided. The County reserves the right to add or eliminate a cycle. The county shall contact the Contractor a minimum of one (1) week ahead of scheduled cycle for cancellation. If the Contractor feels that an extra mowing is warranted please notify the County Representative immediately. Any extra mowing charges submitted without written prior approval will be denied.

3. Litter Pick-up and Debris Removal :

Clean-up all litter, palm fronds and dead plants and trees in all areas within the projects limits during each site visit. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned-up. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs. There will be no additional cost to Lee County for litter and debris disposal.

Litter and Debris is defined as foreign items within the limits of the project such as, but not limited to, palm fronds, dead plants and trees, paper, plastic, aluminum, metal, glass, and tires. etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items such as mattresses, or household appliances) within the limits of the project, the contractor is to contact the County Representative and report the event. The contractor will not be held responsible for the cleanup of illegal dumping.

Mowing and Edging Clean-up:

Roadway, Parking Lots, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events. Do not leave large clumps of grass clippings in the roadways or on sidewalks. **In accordance with the Lee County Fertilizer Best Management Practices (BMP) ordinance section 7, subsection G: grass clippings shall not be directed into storm drains, ditches, conveyances, water bodies, roadways or any other impervious surfaces. All curbs are to be cleaned of mulch debris with each visit to the site.**

4. Weeding and Weed Control

Landscaped beds and mulched areas shall be weed-free. Remove weeds and grasses from beds, around and near all sign posts, utility poles, guy wires, benches, fence lines, guardrails, or any other obstructions within the limits of the project. When mowing of sod falls within scope of service, all curbing, bull noses and gutter are to be weed-free. Weeding may be done by hand-pulling or chemically applied with selective herbicides. All herbicides shall have marking dye added. Apply spot treatments as necessary to control localized weed problems. Mulch transition zones must be maintained to no more than six inches (6") by the Contractor with the use of chemical herbicides. Weeds obtaining a height of six inches (6") shall be hand-pulled and disposed of offsite.

NOTE: IF A CONCRETE SIDEWALK OR BULLNOSE AREA IS WITHIN YOUR AWARDED SECTION THAT AREA MUST BE KEPT WEED AND DEBRIS FREE. IF THIS AREA IS NOT MAINTAINED WE WILL DEDUCT PAYMENT FROM YOUR INVOICE.

5. Disease and Insect Control:

Disease and Insect control (on plants, shrubs and trees) shall be addressed by the contractor as needed or requested by the County Representative. Control shall be addressed in a timely manner to control the infestation.

Ant Control:

Treat mounds as they appear. All inactive mounds shall be leveled to match existing grade.

6. Tree staking and tree ring maintenance:

Tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. If mowers damage tree staking supports it shall be the contractor's responsibility to replace and/or make the necessary repairs at the contractors cost. Staking shall be removed at the discretion of the County Representative. Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function or by irrigation washouts, at no additional cost to the County. Any trees or shrubs damaged from errant string trimmer or careless mowing will be replaced with like size, Florida #1 grade material at the cost of the Contractor.

7. Fertilizing:

Granular fertilizer with a formulation of 8-2-12-4 (100% slow release N, K and Mg) including micronutrients shall be applied at a rate 1.5 lbs. per 100 sq. ft. for trees and shrubs two times annually. Bahia sod will not be fertilized.

8. Pruning:

- a) Groundcovers and shrubs shall be pruned to maintain a neat and aesthetically pleasing appearance.

In areas where plants have the potential to interfere with the driver's line of sight, plants shall be maintained to meet the requirements of FDOT Standards.

All sucker growth shall be removed during each visit. Do not apply Round-up (or equivalent) onto sucker growth on trees, suckers must be mechanically removed.

- b) Understory largely overgrown shrubs and trees shall be rejuvenation pruned (the shrub or tree is pruned by cutting off all old branches at or near ground level) once annually at the discretion of the County Representative and per his/her specifications.
- c) Date palms and paurotis palms: Remove dead fronds/canes, and seed pods annually.
- d) Trees shall be structurally pruned annually to promote proper growth habits under the direction of an arborist certified by the International Society of Arboriculture, and at the discretion of the County Representative, per Best Management Practices and ISA Standards.
- e) Ornamental Grass trimming:

In general, ornamental grasses will be cut back once a year. In certain areas, ornamental grasses will be cut back multiple times per year to provide visual sight clearances and accessibility. The timing of the trimming will be coordinated between the awarded vendor and Lee County's County Representative.

9. Removal of Palm Fronds

All Palm Fronds must be removed by the vendor each visit.

52. GUARANTEE AND REPLACEMENT

A. When inspected landscape work does not comply with these Lee County requirements, the rejected work will be replaced within 7 calendar days or as directed by County representative. The County reserves the right to withhold and/or deny payment for work not being performed as scheduled and as specified in this agreement.

B. If at any time trees, palms, ground covers, shrubs, sod and/or irrigation components are damaged or destroyed due to Contractor negligence or failure to adhere to the requirements of this agreement, it will be the Contractor's responsibility to replace and restore the site to the condition shown on the video tape. All replacement landscape material shall be of the same species and Florida Grades and Standard # 1 quality. Approved replacements shall be furnished and planted as specified at no additional cost to the County.

53. INVOICE

All vendors are requested to mail one original invoice and one invoice copy to: Lee County Finance Department, P. O. Box 2238, Fort Myers, FL, 33902-2238. In addition, one invoice shall be emailed to the County Representative. Please make sure that the purchase order number is on the invoice, otherwise it can't be processed. Also, make sure you list the dates mowed.

Invoice structure prices must match matches the pricing line items that were bid.

54. CONSUMER INDEX ADJUSTMENT PRICE

At the County's sole discretion, the contract price bid for this service may be increased annually on the first of October. If granted, this increase would be based on the July Consumer Price Index for U.S. City Average, Wage and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional Office as of the month of July for that year. Lee County will notify the vendor, in writing, of the increase amount if granted. This increased amount would begin with the billing for the month of October.

Section 1:

A. Summerlin / McGregor – Punta Rassa Rd to Gladiolus and Gladiolus Dr. – Winkler Rd. to U.S. 41

Medians and roadsides

Landscape maintenance & mowing

- all medians
- north roadside to row limit and/or canal water line
- south roadside to row limit and/or canal water line
- retention pond in front of 7-11 at the corner of Summerlin and Gladiolus
- row to row on Gladiolus

B. Sanibel Island - Sextant to Causeway Bridge

Median, roadsides and retention areas

Landscape maintenance & mowing

- one median
- north roadside including area surrounding retention areas and limits of landscaping
- south roadside including area surrounding retention areas and limits of landscaping

C. Causeway Islands A & B (for Parks & Rec)

Roadsides and recreation areas

- landscape maintenance and mowing
- north roadside all landscaped areas
- south roadside all landscaped areas

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 2:

Corkscrew Road US 41 to east end of FDOT Row for I-75), Three Oaks Parkway (Corkscrew Rd. to Williams Rd.), and Imperial Pkwy. (Bonita Beach Rd. to Collier County line)

Corkscrew Rd.

- landscape maintenance & mowing row to row to Corkscrew Woodlands Blvd.
- medians only in FDOT row

Imperial Pkwy.

- row to row

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 3:

**Cypress Lake Dr / Daniels Pkwy
(McGregor Blvd to Six Mile Cypress) and Plantation ext. (Colonial Blvd. to Idlewild Dr.)**

Landscape maintenance & mowing row to row including lot at the northeast corner of Idlewild Dr. and Plantation ext. and excluding outside guardrail on Daniels from U.S.41 to Six Mile Cypress.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 4:

College Pkwy (McGregor Overpass to US 41), Camelot Dr. (McGregor Blvd. to South Pointe Blvd.), Fiesta Way, (Cypress Lake Dr. to Lake McGregor Dr.), Lake McGregor Dr., (McGregor Blvd. to Fiesta Way), Winkler Rd. (College Pkwy to Cypress Lake Dr., including one median north of College Pkwy. and one median south of Cypress Lake Dr., and Myerlee Country Club Blvd. (Winkler Rd. to Cul De Sac) and San Marcos Ave/Vietnam Veterans Park

Landscape maintenance & mowing row to row

San Marcos Ave/Vietnam Veterans Memorial Park

- Landscape maintenance and mowing
- North side of Midpoint Bridge: Caloosahatchee River to east edge of pond
- South side of Midpoint Bridge: Caloosahatchee River to the curb on San Marcos Ave, not to include utility structures and house located at 8392 San Marcos. The median located on San Marcos is included in the scope.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 5:

- A. Cape Coral Pkwy.— Foot of Cape Coral Bridge to Del Prado Blvd., Del Prado Blvd.—Cape Coral Pkwy. to Hancock Bridge Pkwy., Hancock Bridge Pkwy. — Del Prado Blvd. to S.E. 24th Ave.**
- B. Del Prado Blvd from Hancock Bridge Pkwy. to Pine Island Rd. (this portion of Del Prado to begin approximately in the Fall of 2018 pending expiration of warranty period from CIP project).**

Landscape maintenance and mowing row to row

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 6

US 41 (Littleton Rd. to Charlotte County Line, and Del Prado ext. (medians east of U.S. 41),

Landscape maintenance and mowing

- Medians
- 20 ft. around pump station in west ROW
- Mowing and maintenance in triangle at Business 41
- Del Prado Ext. medians only east of US 41

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 7:

Bayshore Rd/NE Pine Island Road (FDOT Operations center to Pritchett Pkwy.) and New Post Dr. (Bayshore Rd. to End of County Maintenance sign or where private road begins)

Landscape maintenance and mowing

- FDOT Operations Center to Business 41: Medians only
- Business 41 to Hart Rd./New post Dr.: row to row, including mow strip outside of sidewalk in North Row
- Hart Rd./New post Dr. to Pritchett Pkwy:
 - Medians
 - FDOT row @ I-75 within the limits of landscaping
 - Retention pond east of Publix
- New Post Dr. row to row

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 8:

Lee Blvd. (SR 82 to Williams Ave.)

Landscape maintenance and mowing row to row

- Including maintenance and mowing in south row adjacent to Grandale and Archdale

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 9:

Hancock Bridge Pkwy. (SE24th Ave. /Hunter Blvd. to U.S. 41), North Key Dr. (U.S. 41 to End of County Maintenance sign or where private road begins), and Orange Grove Blvd. (Pondella to end of county maintenance sign or where private road begins)

Landscape maintenance and mowing

- Hancock Bridge Pkwy. and Orange Grove Blvd. ROW to ROW
- North Key Dr. Medians

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 10:

A. U.S. 41 (Jamaica Bay to San Carlos Blvd.)

Landscape maintenance and mowing

- Medians
- Median on Island Park Rd. at U.S. 41

B. U.S. 41 – Boy Scout Drive to Gladiolus Dr.

- Medians only

C. U.S. 41 – San Carlos Blvd. to Bonita Springs City Limit

- Medians only

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 11:

Alico Road –East FDOT Row of Michael G. Rippe Parkway to I-75 and Michael G. Rippe Parkway berm

Alico Rd.

- Row to Row

Michael J. Rippe berm

- Approximately 3000 ft. of landscaped berm on east row south of Briarcliff.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 12:

- A. Treeline Avenue/Ben Hill Griffin Parkway – South of Pelican Preserve to Alico Road**
- B. Colonial Blvd. - Six Mile Slough to S.R. 82 (Colonial may begin approximately late 2018 at the expiration of the CIP contract)**

Row to row excluding FDOT row at Airport Flyover on Treeline Ave.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 13:

Business 41 – Littleton Road to State Road 78, Edison Bridge and U.S. 41 Caloosahatchee River to Littleton Road

Roadsides and medians

Mowing to include:

- All medians including median north of Littleton Rd.
- Row to row on Business 41 and Edison Bridge
- Two retention ponds – maintenance around trees and mowing. One on North side of the North Fort Myers Recreation Center entrance, the other on the Southwest corner of Littleton and Business 41.
- Medians only on U.S. 41

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 14:

Bonita Beach Rd- King's Kew/Forester to End of County Maintenance sign or where private road begins.

Row to row

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 15:

- A. Daniels Pkwy—Six Mile Cypress to East Of Gateway Blvd (excluding unlandscaped FDOT Row)
Gunnery Rd—Lee Blvd to one median south Of S.R. 82**
- B. Roundabouts at the intersections of Crystal Dr. and Plantation Rd**

C. Roundabouts Sunshine Blvd. and 23rd St SW

D. Roundabouts Beth Stacey and Business Way,

(Roundabouts maintenance will begin approximately Fall of 2018)

- Row to row to Chamberlin.
- Medians from Chamberlin to east of Gateway Blvd.
- Row to row on Gunnery Rd.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 16:

S.R. 80--Prospect Ave. to Hickey Creek (Cook Rd.)

- Weekly Royal Palm frond pick up
- Row to row from Prospect Ave. to Gate #3 of FPL plant and S.R.31 to Old Olga Rd. (Limits of landscaping at I-75)(Landscape areas only)
- Medians only from Gate #3 to S.R. 31 and Old Olga Rd. to Cook Rd.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 17:

Veterans Pkwy.—Caloosahatchee River to Pine Island Rd.

- Row to row (backside of berms)
- Lots 1-14 (see maps)
- Ponds 1-4 (see maps)
- Area behind wall on SE 24th St. from SE 14th Pl. To SE 12th Ave.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 18:

McGregor Blvd. and San Carlos Blvd. Weekly Royal Palm Frond Pick Up

- **McGregor Blvd.**
 - From North of Davis Road to Cypress Lake Dr. (Both Sides)
- **San Carlos Blvd.**
 - From Kelley Rd. to San Carlos Overpass (Summerlin Rd.)

Section 19:

- A. Three Oaks Pkwy.—Corkscrew Rd. to Alico Rd., Estero Pkwy Ext. – Three Oaks Parkway to the top of I-75 Overpass and roadsides from the top of I-75 overpass to Ben Hill Griffin Parkway.**
- B. Imperial Parkway from Bonita Bill St. to East Terry St. (may begin early 2019 at the expiration of the CIP Contract)**
 - Row to row including two retention ponds on Three Oaks and two retention pond on Estero Pkwy. ext.

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 20:

Ben C. Pratt/Six Mile Cypress Pkwy.—Colonial Blvd. to Metro Pkwy.

- Row to row

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

Section 21:

- A. Summerlin Rd. from Colonial Blvd. to Boy Scout Dr., Fowler St. Ext. from Colonial Blvd. to U.S. 41**
 - Row to row
- B. Gladiolus Dr. from Winkler Rd. to San Carlos Blvd. and Bass Rd. from Health Park to Library entrance north of Gladiolus Dr. including County owned lot east of Library (This portion of Gladiolus and Bass may begin approximately mid 2018 at the expiration of CIP Contract).**
 - Row to row
- C. Summerlin Rd.—Boy Scout Dr. to Gladiolus Dr. (This portion Of Summerlin Rd. may begin approximately late 2019 at the expiration of the CIP Contract)**
 - Row to row
 - Retention ponds on Summerlin twice annually

NOTE – All mowing and maintenance is to be conducted in accordance with the specifications outlined in the Landscape Maintenance section of this RFP.

55. PLANT MATERIAL

- A. The words “Plant Materials” or “Plants” refer to and include trees, shrubs, ground cover, ornamental grass, or herbaceous materials.
- B. All plants shall be graded Florida # 1 or Better as defined in the Grades and Standards for Nursery Plants, 2015
- C. Plants shall be sound, healthy, vigorous, free from plant diseases, insects or pests and their eggs, and shall have healthy, normal growth, and non-circling root systems. Tree trunks shall have the specified caliper, be straight with no cuts, scrapes, or scars. Unless specified otherwise by the Project Manager, all plants shall have the specified clear trunk height.
- D. The root flare and origination of the first major root from the trunk must be 2” above finish grade and visible for inspection. If not, the tree will be rejected.
- E. Plants with the exception of “cigar cut” palm trees, shall not be pruned prior to delivery except as approved by the County.
- F. All shrubs and ground covers are required to be container grown. Trees are required to be one of the following:
 - 1. Container Grown:
 - a. Trees grown in plastic containers shall be well established in the container; roots must be full to the bottom of the container without being root-bound. Minimum container size guidelines will follow those established by the Grades and Standards. Plants that are root bound or that have circling roots will be rejected.
 - 2. Field Grown:
 - a. Trees shall have the appropriate root ball based on the tree diameter and height as established in the Grades and Standards. Field grown plants shall be root pruned and hardened off (pre-dug) a minimum of 6 weeks before delivery and shall have new root growth evident. Root balls of field-grown trees must be intact and protected from desiccation with black plastic wrap. Trees with synthetic burlap will not be accepted.
 - 3. Collected plants shall not be used unless specifically called for in the specifications or approved in writing by the County. The type, size, and availability of specific species will be the basis of selection of all collected plants.
 - 4. All replacement plants must meet with DOT’s approval.

Fertilizer :

- A. All plants shall be fertilized six weeks after planting with a complete granular fertilizer, containing 30% - 50% slow-release nitrogen, at a rate of one pound of nitrogen per 1,000 square feet of mulched bed area. Specific formula will be based upon laboratory testing results and recommendations.
- B. Turf grass fertilizer shall be granular 16-4-8 analysis, 50% slow-release. Applied at the manufactures recommended rate.
- C. Application of minor elements may be required to adjust ph. Laboratory reports shall identify deficiencies and recommend treatment. All applications shall be applied according to recommended rates and frequency, independent of fertilization.

Herbicide Post and Pre-Emergent

- A. Herbicides and their use shall comply with applicable federal, state, and local laws, including licensing requirements.
 - 1. Post-emergence or contact herbicides shall be approved by the County before application. Upon approval, all applications shall be applied in accordance with the manufactures rate and specifications.

2. Pre-emergence herbicides shall be approved by the County before application. Upon approval, all applications shall be applied in accordance with the manufactures rate and specifications. All bed areas shall be treated before mulch application.

56. MINIMUM REQUIREMENTS/RELATED PROJECT EXPERIENCE SPECIFY PROJECT SPECIFIC QUALIFICATIONS REQUIRED.

56.1 Relevant Projects: Provide three (3) Government service related facility projects. (Complete Form 1a Minimum Requirements Table) For each project include:

Project Name
Project Address
Project Contact Name
Project Contact Email
Project Contact Telephone Number
Cost of project
Project Size (sq. ft.)

End of Detailed Specifications

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package should be printed single-sided. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and six (6) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COMPENSTATION

Compensation shall be submitted in a **SEPARATE SEALED ENVELOPE**. Pricing will not be assigned points or used to evaluate vendors qualifications. After the evaluation process a maximum of the top five scored vendors will move on to have their cost proposals opened.

The cost proposals will be evaluated in sections and awarded to the lowest most responsive responsible bidder per section. However, Lee County reserves the right, at its discretion, to limit the number of Sections awarded to any single vendor. The intent of this is to ensure the vendors are able to adequately maintain the Sections they are awarded. The County will also take into consideration the current workload of the vendor.

The County intends to award to the offerer(s) that demonstrates the best overall value to the County and the most substantiated ability to fulfill the requirements contained in the Request for Proposal.

Lee County reserves the right to limit the number of sections awarded per vendor.

Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

TAB 1: Company History: Please provide a brief history of your company.

- A. Please tell us about the type of business (corporation, partnership, individual) and the year it was started. (The vendor must have been in business for a minimum of five (5) years).
- B. How many years has your company provided this type of service?
- C. How many years has your organization been in business under its present business name? Have you ever operated under a different name?
- D. Tell us about your location. How long have you been at this current location? Where were you located before?
- E. Does your company have the ability to handle the service required for these large areas? Please explain.

TAB 2: Personnel

- A. Provide the number of employees that are currently employed by the company. How many of them are full time employees? How many are subcontracted or seasonal?
- B. What type of services do these employees provide?
- C. Would you be able to add more employees if required to complete the contract?

Tab 3: Licenses and Certifications:

Provide a brief resume' of key employees to be assigned to the project. Please provide the following for the employees who will be working on these areas:

- A. Pesticide License for Natural Area and Right of Way. Provide copies of current licenses issued by the State of Florida.
- B. Provide current Intermediate Maintenance of Traffic (IMOT) Certification(s)
- C. Provide current certificate(s) of training for "Fertilizer Best Management Practices"
- D. Provide current certification of "Limited Certification for Urban Landscape Commercial Fertilizer" Applicators.

TAB 4: Equipment

- A. Please provide a list of all the equipment you own.
- B. Please provide a list of the equipment you lease.
- C. Is the company financially sound to add equipment if necessary? Please explain.

TAB 5: References: Insert "Form 1a and Reference Survey" and any additional Reference related information. The vendor must have at least three Relevant projects. Include project information which best illustrate the experience of the Proposer and current staff to be assigned to work on this project.

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	Company History	25
2	Personnel	20
3	Licenses and Certifications	10
4	Equipment	20
5	References	25
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, August 4, 2017	N/A
Pre-Proposal Meeting	Tuesday, August 15, 2017	11:00 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Tuesday, September 19, 2017	Prior to 2:30 PM
First Committee Meeting Short list discussion	Thursday, September 28, 2017	TBD *
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	Thursday, October 12, 2017	TBD *
Commission Meeting	TBD	
Additional notes on Submission Schedule: *Meeting Locations: Public Works Building 1500 Monroe Street, Fort Myers FL 33901 NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.leegov.com/procurement (Projects, Award Pending).		

End of Section

REQUIRED FORMS

REQUEST FOR PROPOSAL (NON-CCNA)

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. *Note:* If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

<u>Form #</u>	<u>Title/Description</u>
---------------	--------------------------

- | | |
|-----------|--|
| <i>1</i> | <i>Solicitation Response Form</i>
All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.
Verify that all addenda and tax identification number have been provided. |
| <i>1a</i> | <i>Minimum Requirements Table (RFP)</i>
Provide relevant Construction Manager at Risk project information. |
| <i>1b</i> | <i>Business Relationship Disclosure Requirement (if Applicable)</i>
Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable request form</u> "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and <u>returned with solicitation response</u> . It is the proposer's responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.
NOTICE: UNDER THE PROVISIONS OF FL § #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00. |
| <i>1c</i> | <i>Proposal Form</i>
This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County |
| <i>2</i> | <i>Affidavit Certification Immigration Laws</i>
Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws. |
| <i>3</i> | <i>Reference Survey</i>
Provide this form to a minimum of three references. This form will be turned in with the bid or proposal package.
<ol style="list-style-type: none">Section 1: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Proposer's information.) |

2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete “**Section 3.**”
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “**None**” in the first “**type of incident**” block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business*

Certifies proposer’s location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

6 *Sub-Contractor List (if applicable)*

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7 *Public Entity Crimes Form (Required form)*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8 *Trench Safety (Required for Construction Projects Only)*

Self explanatory.

9 *Bid Bond (if applicable)*

Self explanatory

Proposal Label (Required)

Self explanatory. Please affix to the outside of the sealed submission documents. The mailing envelope **MUST** be sealed and marked with:

- ✓ Solicitation Number
- ✓ Opening Date and/or Receiving Date

- ✓ Mailing Address:
Lee County Procurement Management Division
1500 Monroe Street, 4th Floor Fort Myers, FL 33901

Include any licenses or certifications requested (if applicable)

It is the Proposer's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)



**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: _____ Deadline Date: 9/19/2017

SOLICITATION IDENTIFICATION: RFP170225KLC

SOLICITATION NAME: Landscape Maintenance and Mowing for DOT

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS:
(PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL § .

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL § , the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL § , prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
- If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

☐ **Business Relationship Applicable (request form)** ☐ **Business Relationship NOT Applicable**

- 4 Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate. ☐ Yes ☐ No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 855555
FEI/EIN Number 5111111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999
Changed 02/11/2012

Verify either Principal or Mailing
address is on Form 1

Mailing Address

555 N Main Street
MYour Town, USA 99999
Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999
Name Changed: 12/14/2006
Address Changed: 12/14/2006

Officer/Director Detail

Name & Address
Title P

President, First
555 AVENUE
Anytown, USA99999
Title V
President, Second
555 AVENUE
Anytown, USA99999

The corporate authorized representative executing the
documents must be authorized by member shown in this
section of the sunbiz.org printout)

Proposer Name:

Relevant Projects: note project requirements as applicable form may be used or deleted

Owner Name: _____
Project Name: _____
Project Address: _____

Owner Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: Initial \$ _____
Project Size Actual _____
Type of Facility _____

Summary of Project Scope:

Owner Name: _____
Project Name: _____
Project Address: _____

Owner Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: Initial \$ _____
Project Size Actual _____
Type of Facility _____

Summary of Project Scope:

Owner Name: _____
Project Name: _____
Project Address: _____

Owner Representative: _____
Representative
Telephone: _____
Representative E-Mail: _____
Project Cost: Initial \$ _____
Project Size Actual _____
Type of Facility _____

Summary of Project Scope:



Lee County Procurement Management
PROPOSAL FORM

Company

Name: _____

Solicitation

n #

B170225KLC

Solicitation Name

Landscape Maintenance and Mowing for DOT

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

Term**Multi-year and Renewals**

The successful proposer shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an “as needed basis for a two-year (2) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

Please include this page with your submission package.

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Section 1					
A.	Summerlin/McGregor – Punta Rassa Rd to Gladiolus and Gladiolus Dr. - Winkler Rd. to U.S. 41				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 1 - A				
B.	Sanibel Island – Sextant to Causeway Bridge				
1.	Edging	Each	21		
2.	Mowing	Each	21		

3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 1 - B				
C.	Causeway Islands A & B (for Parks & Rec)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 1 - C				
	Annual Total for Section 1 (Includes Section 1A, 1B and 1C)				
	Section 2				
	Corkscrew Rd. U.S. 41 to east end of FDOT row for I-75, Three Oaks Parkway(Corkscrew Rd. to Williams Rd.) and Imperial Parkway. (Bonita Beach Rd. to Collier County Line).				
1.	Edging	Each	21		
2.	Mowing	Each	21		

3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 2				
	Section 3				
	Cypress Lake Dr./Daniels Parkway (McGregor Blvd. to Six Mile Cypress) and Plantation ext. (Colonial Blvd. to Idlewild Dr.)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 3				
	Section 4				
	College Pkwy (McGregor Overpass to U.S. 41), Camelot Dr. (McGregor Blvd. to South Pointe Blvd.), Fiesta Way, (Cypress Lake Dr. to Lake McGregor Dr.), Lake McGregor Dr., (McGregor Blvd. to Fiesta Way), Winkler Rd. (College Pkwy to Cypress Lake Dr., including one median				

	north of College Pkwy. and one median south of Cypress Lake Dr., and Myerlee Country Club Blvd. (Winkler Rd. to Cul De Sac) and San Marcos Ave/Vietnam Veterans Park				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 4				
	Section 5				
A.	Cape Coral Parkway – Foot of Cape Coral Bridge to Del Prado Blvd., Del Prado Blvd. - Cape Coral Parkway to Hancock Bridge Parkway, Hancock Bridge Parkway - Del Prado Blvd. to S.E. 24 th Ave.				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		

	Total for Section 5 - A				
B.	Del Prado Blvd. from Hancock Bridge Pkwy. to. Pine Island Rd. (to begin approximately fall of 2018)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 5 - B				
	Annual Total for Section 5 (Includes Section 5 A & 5 B)				
	Section 6				
	U.S. 41 – Littleton Rd. to Charlotte County Line & Del Prado Extension Medians east of U.S. 41				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total Section 6				

	Section 7				
	Bayshore Rd/NE Pine Island Rd. (FDOT Operations Center to Pritchett Parkway) and New Post Dr. (Bayshore Rd. to end of County Maintenance sign or where private road begins.)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 7				
	Section 8				
	Lee Blvd. (SR82 to Williams Ave.)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 8				

	Section 9				
	Hancock Bridge Parkway (SE 24th Ave./Hunter Blvd to U.S. 41), North Key Dr. (U.S. 41 to the end of County Maintenance sign or where private road begins) Orange Grove Blvd. (Pondella to end of County Maintenance sign or where private road begins)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 9				
	Section 10				
A.	U.S. 41 (Jamaica Bay to San Carlos Blvd.)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 10 A				

B.	U.S. 41 Boy Scout Drive to Gladiolus				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 10 B				
C.	U.S. 41 San Carlos Blvd. to Bonita Springs City Limits				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 10 C				
	Annual Total for Section 10 (Including Sections 10A, 10B and 10C.				
	Section 11				
	Alico Rd. – East FDOT Row of Michael G. Rippe Parkway to I-75, Michael G. Rippe Parkway Berm				
1.	Edging	Each	21		

2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 11				
	Section 12				
A.	Treeline Ave./Ben Hill Griffin Parkway – South of Pelican Preserve to Alico Rd				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 12 - A				
B.	Colonial Blvd. – Six Mile Slough to S.R. 82 (Colonial may begin approximately late 2018 at the expiration of the CIP Contract)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		

5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 12 - B				
	Annual Total for Section 12 (Includes Section 12 A & 12 B)				
	Section 13				
	Business 41 Littleton Road to State Road 78, Edison Bridge and U.S. 41 Caloosahatchee River to Littleton Road				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
	Annual Total for Section 13				
	Section 14				
	Bonita Beach Rd. King's Kew/Forester to End of County Maintenance sign or where private road begins.				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		

6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 14				
	Section 15				
A.	Daniels Parkway, Six Mile Cypress to East of Gateway Blvd. (excluding unlandscaped FDOT row), Gunnery Rd., Lee Blvd. to one median South of S.R. 82				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 15 - A				
B.	Roundabouts at the intersections of Crystal Drive and Plantation Rd (beginning approximately fall of 2018)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		

8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for 15 - B				
C.	Sunshine Blvd. & 23 rd Street SW Roundabout (beginning approximately fall of 2018)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total Section 15 - C				
D.	Beth Stacey/Business Way Roundabout (beginning approximately Fall of 2018)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		

	Total for Section 15 D				
	Annual Total for Section 15 (Includes Sections 15 A, 15B, 15C and 15 D)				
	Section 16				
	SR 80 - Prospect Ave. to Hickey Creek (Cook Road)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 16				
	Section 17				
	Veterans Parkway – Caloosahatchee River to Pine Island Rd.				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 17				

	Section 18				
	McGregor Blvd. and San Carlos Blvd. weekly palm frond pick up				
A.	McGregor Blvd. from North of Davis Road to Cypress Lake Dr.(Both Sides)				
	Pick up	Each	52		
	Total per year for Section 18 A				
B.	San Carlos Blvd. from Kelley Rd. to San Carlos Overpass (Summerlin Rd.)				
	Pick up	Each	52		
	Total per year for Section 18 B				
	Annual Total for Section 18(Includes Section 18 A and 18 B)				
	Section 19				
A.	Three Oaks Parkway, Corkscrew Rd. to Alico Rd., Estero Parkway ext., Three Oaks Parkway to top of I-75 overpass, and roadsides from the top of I-75 overpass to Ben Hill Griffin Parkway				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 19 - A				
B.	Imperial Parkway from Bonita Bill Street to East Terry Street (may begin early 2019 at expiration of CIP Contract)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		

4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 19– B				
	Annual Total for Section 19 (Includes Section 19-A & 19-B)				
	Section 20				
	Ben C. Pratt/Six Mile Cypress Parkway, Colonial Blvd. to Metro Parkway				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Annual Total for Section 20				
	Section 21				
A.	Summerlin Road, Colonial Blvd. to Boy Scout Dr., Fowler St Ext. from Colonial Blvd. to U.S. 41				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		

5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 21 - A				
B.	Gladiolus Dr. from Winkler Rd.to San Carlos Blvd. and Bass Rd. from Health Park to Library entrance north of Gladiolus Dr. including County owned lot east of Library. (This portion of Gladiolus and Bass may begin approximately mid 2018 at the expiration of CIP Contract).				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		
4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 21 - B				
C.	Summerlin Rd. – Boy Scout Dr. to Gladiolus Dr. (This portion of Summerlin Rd. may begin approximately late 2019 at the expiration of CIP contract)				
1.	Edging	Each	21		
2.	Mowing	Each	21		
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21		

4.	Weeding and Weed Control	Each	21		
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1		
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1		
7.	Fertilization	Each	2		
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21		
b)	Rejuvenation Pruning	Each	1		
c)	Date and Paurotis Palms	Each	2		
d)	Structural Pruning	Each	2		
e)	Ornamental Grasses	Each	1		
	Total for Section 21 - C				
	Annual Total for Section 21(Including Sections 21 - A, 21 - B and 21 - C)				
	Annual Total for all Sections Section 1 through Section 21				
	Miscellaneous				
1.	Labor rate per hour for miscellaneous landscape tasks per person	Per Hour	1		
2.	Labor rate per eight (8) hour day for miscellaneous landscape tasks per person	Per Day	1		
3.	Labor rate per hour for weekend installation per person	Per Hour	1		
4.	Holiday labor rate per hour per person	Per Hour	1		
5.	Overtime labor rate per hour per person	Per Hour	1		
6.	Replacement of plants, trees and shrubs*				
a)	Plants - ____ % of Mark up				____ %
b)	Shrubs - ____ % of Mark up				____ %
c)	Trees - ____ % of Mark up				____ %
*	Contractor shall be required to supply a copy of all receipts for plant, shrubs and trees for verification of the price to the County.				
	Any other miscellaneous supplies that are needed pricing will be negotiated with the contractor.				

Amount Written _____

Annual Total for All Sections –1 through 21

Form 2 – Affidavit Certification of Immigration Laws



LEE COUNTY
S O U T H W E S T F L O R I D A

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP170225KLC SOLICITATION NAME: Landscape Maintenance and Mowing for DOT

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY 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").

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

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

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

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. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Form 3 Reference Survey



Lee County Procurement Management

REFERENCE SURVEY

Solicitation #RFP170225KLC

Landscape Maintenance and Mowing for DOT

Section 1	Reference Respondent Information	Please return completed form to:	
FROM: _____ COMPANY: _____ PHONE #: _____ FAX #: _____ EMAIL: _____		Bidder/Proposer: _____ Due Date: _____ Total # Pages: 1 Phone #: _____ Fax #: _____ Bidder/Proposer E-Mail: _____	

Section 2	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

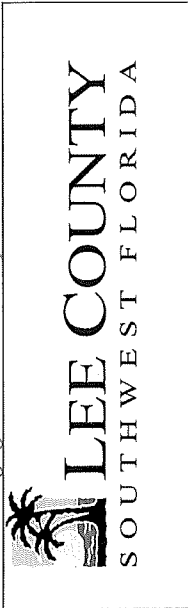
Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4

Reference Name (Print

Please submit non-Lee County employees as references

Reference Signature



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident Alleged Negligence or Breach of Contract	Incident Date And Date Filed	Plaintiff (Who took action against your company)	Case Number	Court County/State	Project	Claim Reason (initial circumstances)	Final Outcome (who prevailed)

Make as many copies of this sheet as necessary in order to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
(Lee County Ordinance No. 08-26)
Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒

Authorized Signature _____

Date _____

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. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____

day of _____

20 _____

who has produced _____

as identification (or personally known)

_____ Type of ID and number

⇒

Notary Public Signature _____

Notary Commission Number and expiration _____

1. Principal place of business is located within the boundaries of: _____

_____ Lee County

_____ Collier County

_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

_____ Yes*

_____ No

*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy

_____ Yes

_____ No

SUB-CONTRACTOR LIST

[illegible]

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement. On the attached sheet.) Required as per IRS Form W-9.

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 with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the 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 fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (c), 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 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 a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statements. *(Please indicate which statement applies.)*

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have 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, member, or agents who are active in 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 subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing 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 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

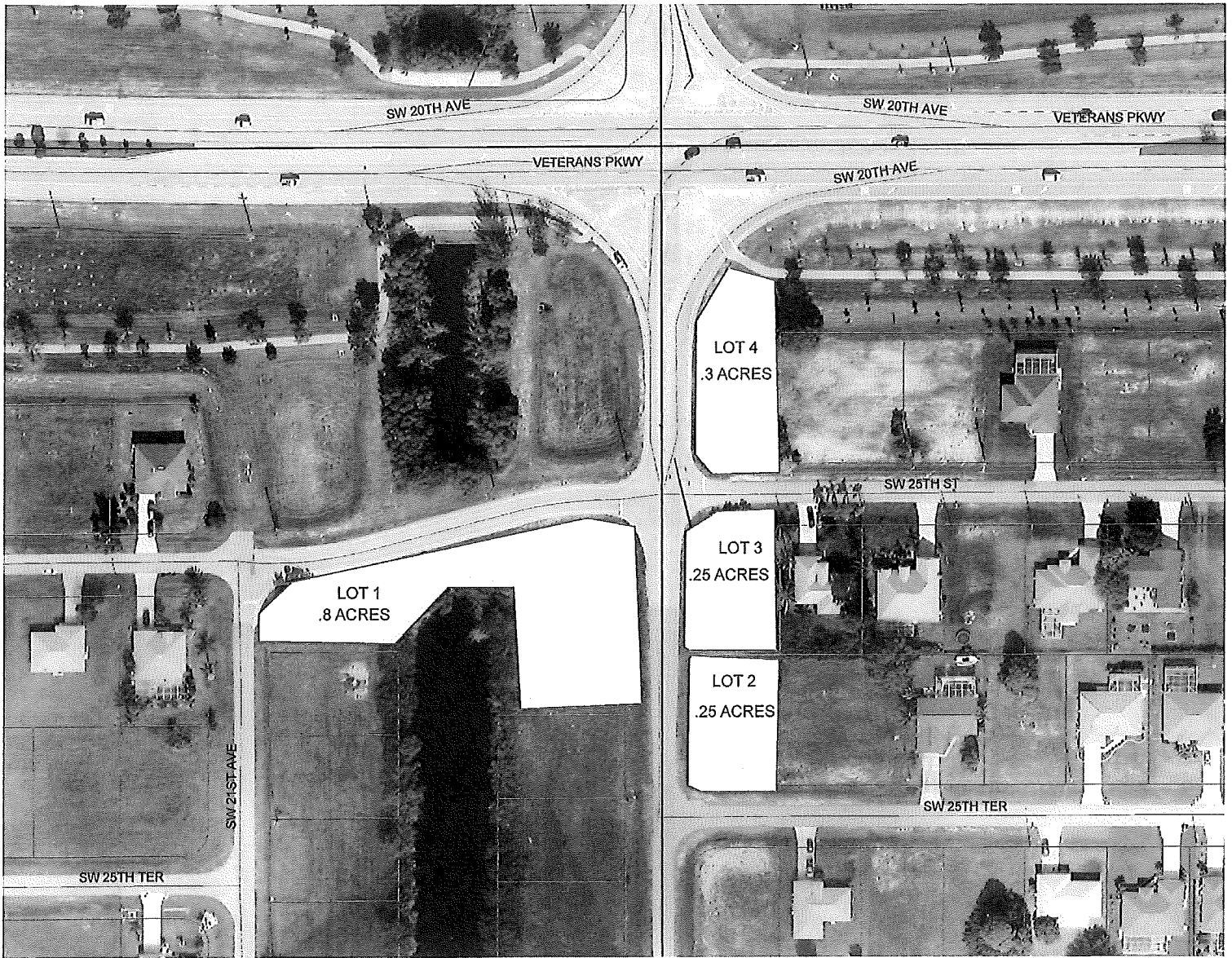
STATE OF _____
COUNTY OF _____

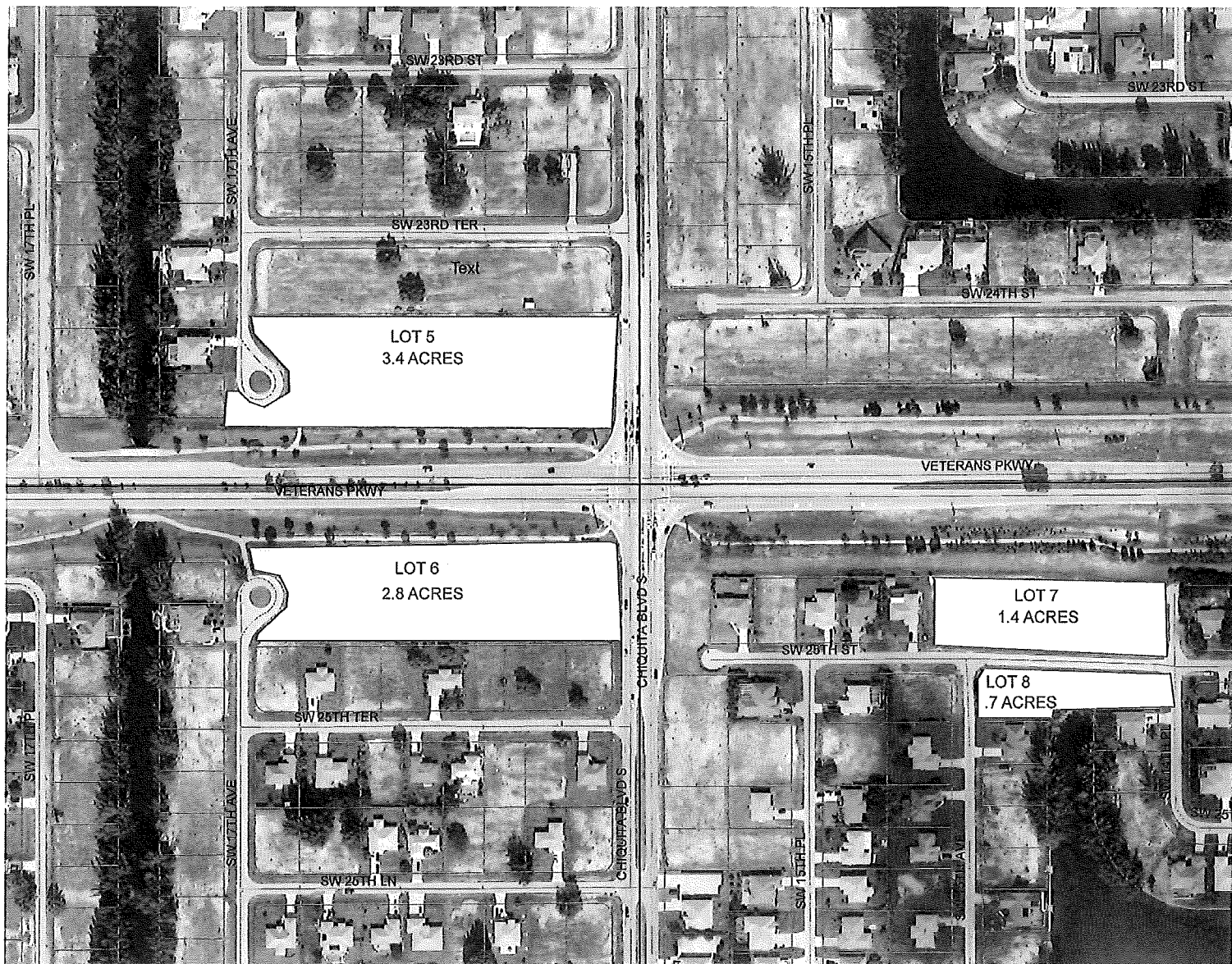
PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____



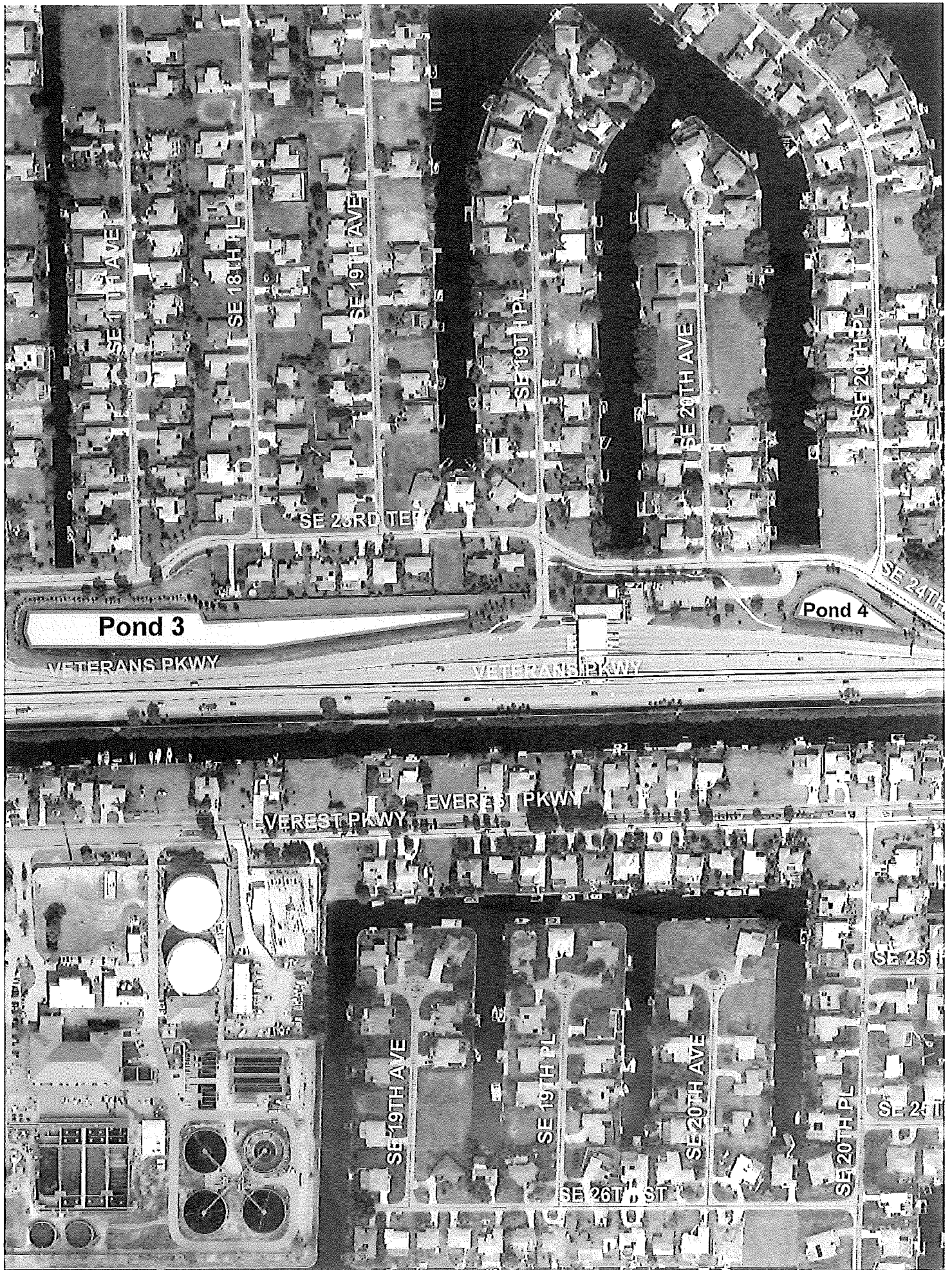






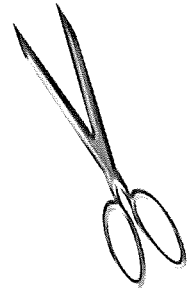






**Cut along the outer border and affix this label to
your sealed solicitation envelope to identify it as
a "Sealed Submission/Proposal".**

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP170225KLC
SOLICITATION TITLE:	Landscape Maintenance and Mowing for DOT
DATE DUE:	Tuesday, September 19, 2017
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY



Lee County Procurement Management
PROPOSAL FORM

Company
 Name:

P & T Lawn and Tractor Service, Inc.

Solicitation
 n #

B170225KLC

Solicitation Name

Landscape Maintenance and Mowing for DOT

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

Term

Multi-year and Renewals

The successful proposer shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an “as needed basis for a two-year (2) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

Please include this page with your submission package.

Item #	Description	Unit of Measure	Quantity	Unit Cost	Total Cost
Section 1					
A.	Summerlin/McGregor – Punta Rassa Rd to Gladiolus and Gladiolus Dr. - Winkler Rd. to U.S. 41				
1.	Edging	Each	21	1,200.00	\$25,200.00
2.	Mowing	Each	21	1,200.00	\$25,200.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	1,200.00	\$25,200.00
4.	Weeding and Weed Control	Each	21	1,200.00	\$25,200.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	5,985.00	\$5,985.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	2,800.00	\$5,600.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	1,000.00	\$21,000.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	10,275.00	\$20,550.00
d)	Structural Pruning	Each	2	19,680.00	\$39,360.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 1 - A				\$193,295.00
B.	Sanibel Island – Sextant to Causeway Bridge				
1.	Edging	Each	21	75.00	\$1,575.00
2.	Mowing	Each	21	250.00	\$5,250.00

3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	100.00	\$2,100.00
4.	Weeding and Weed Control	Each	21	150.00	\$3,150.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	2,100.00	\$2,100.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	240.00	\$480.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	75.00	\$1,575.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	0.00	\$0.00
e)	Ornamental Grasses	Each	1	70.00	\$70.00
	Total for Section 1 - B				\$16,300.00
C.	Causeway Islands A & B (for Parks & Rec)				
1.	Edging	Each	21	0.00	\$0.00
2.	Mowing	Each	21	600.00	\$12,600.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	95.00	\$1,995.00
4.	Weeding and Weed Control	Each	21	150.00	\$3,150.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	500.00	\$500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	480.00	\$960.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	200.00	\$4,200.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	0.00	\$0.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 1 - C				\$23,405.00
	Annual Total for Section 1 (Includes Section 1A, 1B and 1C)				\$233,000.00
	Section 2				
	Corkscrew Rd. U.S. 41 to east end of FDOT row for I-75, Three Oaks Parkway(Corkscrew Rd. to Williams Rd.) and Imperial Parkway. (Bonita Beach Rd. to Collier County Line).				
1.	Edging	Each	21	473.81	\$9,950.01
2.	Mowing	Each	21	1,900.00	\$39,900.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	473.81	\$9,950.01

4.	Weeding and Weed Control	Each	21	952.38	\$19,999.98
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	800.00	\$800.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	800.00	\$1,600.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	1,000.00	\$21,000.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	450.00	\$900.00
d)	Structural Pruning	Each	2	8,760.00	\$17,520.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Annual Total for Section 2				\$121,620.00
	Section 3				
	Cypress Lake Dr./Daniels Parkway (McGregor Blvd. to Six Mile Cypress) and Plantation ext. (Colonial Blvd. to Idlewild Dr.)				
1.	Edging	Each	21	133.33	\$2,799.93
2.	Mowing	Each	21	400.00	\$8,400.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	133.33	\$2,799.93
4.	Weeding and Weed Control	Each	21	133.33	\$2,799.93
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	200.00	\$200.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	320.00	\$640.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	200.00	\$4,200.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	2,120.00	\$4,240.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Annual Total for Section 3				\$26,079.79
	Section 4				
	College Pkwy (McGregor Overpass to U.S. 41), Camelot Dr. (McGregor Blvd. to South Pointe Blvd.), Fiesta Way, (Cypress Lake Dr. to Lake McGregor Dr.), Lake McGregor Dr., (McGregor Blvd. to Fiesta Way), Winkler Rd. (College Pkwy to Cypress Lake Dr., including one median north of College Pkwy. and one median south of Cypress Lake Dr., and Myerlee Country Club Blvd. (Winkler Rd. to				

	Cul De Sac) and San Marcos Ave/Vietnam Veterans Park				
1.	Edging	Each	21	200.00	\$4,200.00
2.	Mowing	Each	21	1,200.00	\$25,200.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	100.00	\$2,100.00
4.	Weeding and Weed Control	Each	21	100.00	\$2,100.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	200.00	\$200.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	900.00	\$1,800.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	100.00	\$2,100.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	5,220.00	\$10,440.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Annual Total for Section 4				\$48,140.00
	Section 5				
A.	Cape Coral Parkway – Foot of Cape Coral Bridge to Del Prado Blvd., Del Prado Blvd. - Cape Coral Parkway to Hancock Bridge Parkway, Hancock Bridge Parkway - Del Prado Blvd. to S.E. 24th Ave.				
1.	Edging	Each	21	500.00	\$10,500.00
2.	Mowing	Each	21	1,000.00	\$21,000.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	400.00	\$8,400.00
4.	Weeding and Weed Control	Each	21	800.00	\$16,800.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	3,000.00	\$3,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	2,980.00	\$5,960.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	700.00	\$14,700.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	5,220.00	\$10,440.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 5 - A				\$90,800.00

B.	Del Prado Blvd. from Hancock Bridge Pkwy. to. Pine Island Rd. (to begin approximately fall of 2018)				
1.	Edging	Each	21	50.00	\$1,050.00
2.	Mowing	Each	21	100.00	\$2,100.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	25.00	\$525.00
4.	Weeding and Weed Control	Each	21	25.00	\$525.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	50.00	\$50.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	200.00	\$400.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	20.00	\$420.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	427.50	\$855.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 5 - B				\$5,925.00
	Annual Total for Section 5 (Includes Section 5 A & 5 B)				\$96,725.00
	Section 6				
	U.S. 41 – Littleton Rd. to Charlotte County Line & Del Prado Extension Medians east of U.S. 41				
1.	Edging	Each	21	200.00	\$4,200.00
2.	Mowing	Each	21	1,300.00	\$27,300.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	100.00	\$2,100.00
4.	Weeding and Weed Control	Each	21	400.00	\$8,400.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	1,000.00	\$1,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	800.00	\$1,600.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	10.00	\$210.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	6,060.00	\$12,120.00
d)	Structural Pruning	Each	2	0.00	\$0.00
e)	Ornamental Grasses	Each	1	6,000.00	\$6,000.00
	Annual Total Section 6				\$62,930.00

	Section 7				
	Bayshore Rd/NE Pine Island Rd. (FDOT Operations Center to Pritchett Parkway) and New Post Dr. (Bayshore Rd. to end of County Maintenance sign or where private road begins.)				
1.	Edging	Each	21	493.43	\$10,362.03
2.	Mowing	Each	21	1,653.57	\$34,724.97
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	666.67	\$14,000.07
4.	Weeding and Weed Control	Each	21	493.43	\$10,362.03
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	500.00	\$500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	720.00	\$1,440.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	0.00	\$0.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	1,125.00	\$2,250.00
d)	Structural Pruning	Each	2	7,560.00	\$15,120.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Annual Total for Section 7				\$88,759.10
	Section 8				
	Lee Blvd. (SR82 to Williams Ave.)				
1.	Edging	Each	21	476.19	\$9,999.99
2.	Mowing	Each	21	695.00	\$14,595.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	95.24	\$2,000.04
4.	Weeding and Weed Control	Each	21	123.57	\$2,594.97
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	100.00	\$100.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	600.00	\$1,200.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	50.00	\$1,050.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	7,560.00	\$15,120.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Annual Total for Section 8				\$46,660.00

	Section 9				
	Hancock Bridge Parkway (SE 24 th Ave./Hunter Blvd to U.S. 41), North Key Dr. (U.S. 41 to the end of County Maintenance sign or where private road begins) Orange Grove Blvd. (Pondella to end of County Maintenance sign or where private road begins)				
1.	Edging	Each	21	73.81	\$1,550.01
2.	Mowing	Each	21	454.76	\$9,549.96
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	142.86	\$3,000.06
4.	Weeding and Weed Control	Each	21	238.10	\$5,000.10
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	200.00	\$200.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	140.00	\$280.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	228.57	\$4,799.97
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	2,610.00	\$5,220.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Annual Total for Section 9				\$29,600.10
	Section 10				
A.	U.S. 41 (Jamaica Bay to San Carlos Blvd.)				
1.	Edging	Each	21	500.00	\$10,500.00
2.	Mowing	Each	21	500.00	\$10,500.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	200.00	\$4,200.00
4.	Weeding and Weed Control	Each	21	500.00	\$10,500.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	3,000.00	\$3,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	2,000.00	\$4,000.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	500.00	\$10,500.00
b)	Rejuvenation Pruning	Each	1	1,104.00	\$1,104.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	1,440.00	\$2,880.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 10 A				\$57,184.00

B.	U.S. 41 Boy Scout Drive to Gladiolus				
1.	Edging	Each	21	300.00	\$6,300.00
2.	Mowing	Each	21	300.00	\$6,300.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	100.00	\$2,100.00
4.	Weeding and Weed Control	Each	21	400.00	\$8,400.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	2,500.00	\$2,500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	2,000.00	\$4,000.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	500.00	\$10,500.00
b)	Rejuvenation Pruning	Each	1	170.00	\$170.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	2,385.00	\$4,770.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 10 B				\$45,040.00
C.	U.S. 41 San Carlos Blvd. to Bonita Springs City Limits				
1.	Edging	Each	21	300.00	\$6,300.00
2.	Mowing	Each	21	500.00	\$10,500.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	350.00	\$7,350.00
4.	Weeding and Weed Control	Each	21	350.00	\$7,350.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	5,000.00	\$5,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	1,750.00	\$3,500.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	500.00	\$10,500.00
b)	Rejuvenation Pruning	Each	1	210.00	\$210.00
c)	Date and Paurotis Palms	Each	2	75.00	\$150.00
d)	Structural Pruning	Each	2	3,960.00	\$7,920.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 10 C				\$58,780.00
	Annual Total for Section 10 (Including Sections 10A, 10B and 10C.				\$161,004.00
	Section 11				
	Alico Rd. – East FDOT Row of Michael G. Rippe Parkway to I-75, Michael G. Rippe Parkway Berm				
1.	Edging	Each	21	500.00	\$10,500.00

2.	Mowing	Each	21	600.00	\$12,600.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	300.00	\$6,300.00
4.	Weeding and Weed Control	Each	21	400.00	\$8,400.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	2,500.00	\$2,500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	1,500.00	\$3,000.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	800.00	\$16,800.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	3,060.00	\$6,120.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Annual Total for Section 11				\$66,220.00
	Section 12				
A.	Treeline Ave./Ben Hill Griffin Parkway – South of Pelican Preserve to Alico Rd				
1.	Edging	Each	21	1,800.00	\$37,800.00
2.	Mowing	Each	21	2,000.00	\$42,000.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	400.00	\$8,400.00
4.	Weeding and Weed Control	Each	21	200.00	\$4,200.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	200.00	\$200.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	1,325.00	\$2,650.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	0.00	\$0.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	8,280.00	\$16,560.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 12 - A				\$111,810.00
B.	Colonial Blvd. – Six Mile Slough to S.R. 82 (Colonial may begin approximately late 2018 at the expiration of the CIP Contract)				
1.	Edging	Each	21	200.00	\$4,200.00
2.	Mowing	Each	21	600.00	\$12,600.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	100.00	\$2,100.00
4.	Weeding and Weed Control	Each	21	100.00	\$2,100.00

5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	100.00	\$100.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	625.00	\$1,250.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	0.00	\$0.00
b)	Rejuvenation Pruning	Each	1	780.00	\$780.00
c)	Date and Purotis Palms	Each	2	270.00	\$540.00
d)	Structural Pruning	Each	2	0.00	\$0.00
e)	Ornamental Grasses	Each	1	400.00	\$400.00
	Total for Section 12 - B				\$24,070.00
	Annual Total for Section 12 (Includes Section 12 A & 12 B)				\$135,880.00
	Section 13				
	Business 41 Littleton Road to State Road 78, Edison Bridge and U.S. 41 Caloosahatchee River to Littleton Road				
1.	Edging	Each	21	400.00	\$8,400.00
2.	Mowing	Each	21	1,400.00	\$29,400.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	200.00	\$4,200.00
4.	Weeding and Weed Control	Each	21	200.00	\$4,200.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	5,000.00	\$5,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	2,000.00	\$4,000.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	400.00	\$8,400.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Purotis Palms	Each	2	3,600.00	\$7,200.00
d)	Structural Pruning	Each	2	1,935.00	\$3,870.00
	Annual Total for Section 13				\$74,670.00
	Section 14				
	Bonita Beach Rd. King's Kew/Forester to End of County Maintenance sign or where private road begins. Imperial Parkway from Bonita Beach Rd. to Northern limit of Collier County.				
1.	Edging	Each	21	1,000.00	\$21,000.00
2.	Mowing	Each	21	1,700.00	\$35,700.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	400.00	\$8,400.00
4.	Weeding and Weed Control	Each	21	500.00	\$10,500.00

5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	2,500.00	\$2,500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	1,400.00	\$2,800.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	200.00	\$4,200.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	375.00	\$750.00
d)	Structural Pruning	Each	2	3,015.00	\$6,030.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Annual Total for Section 14				\$91,880.00
	Section 15				
A.	Daniels Parkway, Six Mile Cypress to East of Gateway Blvd. (excluding unlandscaped FDOT row), Gunnery Rd., Lee Blvd. to one median South of S.R. 82				
1.	Edging	Each	21	400.00	\$8,400.00
2.	Mowing	Each	21	2,000.00	\$42,000.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	200.00	\$4,200.00
4.	Weeding and Weed Control	Each	21	400.00	\$8,400.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	2,500.00	\$2,500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	2,020.00	\$4,040.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	200.00	\$4,200.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	3,150.00	\$6,300.00
d)	Structural Pruning	Each	2	7,695.00	\$15,390.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 15 - A				\$95,430.00
B.	Roundabouts at the intersections of Crystal Drive and Plantation Rd (beginning approximately fall of 2018)				
1.	Edging	Each	21	50.00	\$1,050.00
2.	Mowing	Each	21	25.00	\$525.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	25.00	\$525.00
4.	Weeding and Weed Control	Each	21	50.00	\$1,050.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	100.00	\$100.00

6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	75.00	\$150.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	25.00	\$525.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	0.00	\$0.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for 15 - B				\$3,925.00
C.	Sunshine Blvd. & 23 rd Street SW Roundabout (beginning approximately fall of 2018)				
1.	Edging	Each	21	25.00	\$525.00
2.	Mowing	Each	21	50.00	\$1,050.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	25.00	\$525.00
4.	Weeding and Weed Control	Each	21	50.00	\$1,050.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	100.00	\$100.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	25.00	\$50.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	50.00	\$1,050.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	0.00	\$0.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Annual Total Section 15 - C				\$4,350.00
D.	Beth Stacey/Business Way Roundabout (beginning approximately Fall of 2018)				
1.	Edging	Each	21	50.00	\$1,050.00
2.	Mowing	Each	21	50.00	\$1,050.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	50.00	\$1,050.00
4.	Weeding and Weed Control	Each	21	25.00	\$525.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	100.00	\$100.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	75.00	\$150.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	25.00	\$525.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00

c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	0.00	\$0.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 15 D				\$4,450.00
	Annual Total for Section 15 (Includes Sections 15 A, 15B, 15C and 15 D)				\$108,155.00
	Section 16				
	SR 80 - Prospect Ave. to Hickey Creek (Cook Road)				
1.	Edging	Each	21	500.00	\$10,500.00
2.	Mowing	Each	21	2,000.00	\$42,000.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	200.00	\$4,200.00
4.	Weeding and Weed Control	Each	21	400.00	\$8,400.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	5,000.00	\$5,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	5,400.00	\$10,800.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	1,500.00	\$31,500.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	3,700.00	\$7,400.00
e)	Ornamental Grasses	Each	1	100.00	\$100.00
	Annual Total for Section 16				\$119,900.00
	Section 17				
	Veterans Parkway – Caloosahatchee River to Pine Island Rd.				
1.	Edging	Each	21	500.00	\$10,500.00
2.	Mowing	Each	21	8,000.00	\$168,000.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	500.00	\$10,500.00
4.	Weeding and Weed Control	Each	21	600.00	\$12,600.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	1,000.00	\$1,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	2,500.00	\$5,000.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	300.00	\$6,300.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	25.00	\$50.00
d)	Structural Pruning	Each	2	32,580.00	\$65,160.00

e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Annual Total for Section 17				\$279,110.00
	Section 18				
	McGregor Blvd. and San Carlos Blvd. weekly palm frond pick up				
A.	McGregor Blvd. from North of Davis Road to Cypress Lake Dr.(Both Sides)				
	Pick up	Each	52	598.00	\$31,096.00
	Total per year for Section 18 A				\$31,096.00
B.	San Carlos Blvd. from Kelley Rd. to San Carlos Overpass (Summerlin Rd.)				
	Pick up	Each	52	442.00	\$22,984.00
	Total per year for Section 18 B				\$22,984.00
	Annual Total for Section 18(Includes Section 18 A and 18 B)				\$54,080.00
	Section 19				
A.	Three Oaks Parkway, Corkscrew Rd. to Alico Rd., Estero Parkway ext., Three Oaks Parkway to top of I-75 overpass, and roadsides from the top of I-75 overpass to Ben Hill Griffin Parkway				
1.	Edging	Each	21	400.00	\$8,400.00
2.	Mowing	Each	21	800.00	\$16,800.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	200.00	\$4,200.00
4.	Weeding and Weed Control	Each	21	100.00	\$2,100.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	500.00	\$500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	675.00	\$1,350.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	100.00	\$2,100.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	4,445.00	\$8,890.00
d)	Structural Pruning	Each	2	10,215.00	\$20,430.00
e)	Ornamental Grasses	Each	1	200.00	\$200.00
	Total for Section 19 - A				\$64,970.00
B.	Imperial Parkway from Bonita Bill Street to East Terry Street (may begin early 2019 at expiration of CIP Contract)				
1.	Edging	Each	21	300.00	\$6,300.00

2.	Mowing	Each	21	500.00	\$10,500.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	100.00	\$2,100.00
4.	Weeding and Weed Control	Each	21	100.00	\$2,100.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	250.00	\$250.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	325.00	\$650.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	0.00	\$0.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	855.00	\$1,710.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 19- B				\$23,610.00
	Annual Total for Section 19 (Includes Section 19-A & 19-B)				\$88,580.00
	Section 20				
	Ben C. Pratt/Six Mile Cypress Parkway, Colonial Blvd. to Metro Parkway				
1.	Edging	Each	21	500.00	\$10,500.00
2.	Mowing	Each	21	2,000.00	\$42,000.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	800.00	\$16,800.00
4.	Weeding and Weed Control	Each	21	500.00	\$10,500.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	0.00	\$0.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	1,325.00	\$2,650.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	230.00	\$4,830.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	5,400.00	\$10,800.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Annual Total for Section 20				\$98,080.00
	Section 21				
A.	Summerlin Road, Colonial Blvd. to Boy Scout Dr., Fowler St Ext. from Colonial Blvd. to U.S. 41				
1.	Edging	Each	21	100.00	\$2,100.00
2.	Mowing	Each	21	300.00	\$6,300.00

3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	100.00	\$2,100.00
4.	Weeding and Weed Control	Each	21	50.00	\$1,050.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	400.00	\$400.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	500.00	\$1,000.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	50.00	\$1,050.00
b)	Rejuvenation Pruning	Each	1	350.00	\$350.00
c)	Date and Paurotis Palms	Each	2	375.00	\$750.00
d)	Structural Pruning	Each	2	2,430.00	\$4,860.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 21 - A				\$19,960.00
B.	Gladiolus Dr. from Winkler Rd.to San Carlos Blvd. and Bass Rd. from Health Park to Library entrance north of Gladiolus Dr. including County owned lot east of Library. (This portion of Gladiolus and Bass may begin approximately mid 2018 at the expiration of CIP Contract).				
1.	Edging	Each	21	200.00	\$4,200.00
2.	Mowing	Each	21	500.00	\$10,500.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	50.00	\$1,050.00
4.	Weeding and Weed Control	Each	21	150.00	\$3,150.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	500.00	\$500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	300.00	\$600.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	100.00	\$2,100.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	0.00	\$0.00
d)	Structural Pruning	Each	2	2,610.00	\$5,220.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 21 - B				\$27,320.00
C.	Summerlin Rd. – Boy Scout Dr. to Gladiolus Dr. (This portion of Summerlin Rd. may begin approximately late 2019 at the expiration of CIP contract)				
1.	Edging	Each	21	400.00	\$8,400.00
2.	Mowing	Each	21	1,000.00	\$21,000.00

3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	21	300.00	\$6,300.00
4.	Weeding and Weed Control	Each	21	200.00	\$4,200.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	1	200.00	\$200.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	1	0.00	\$0.00
7.	Fertilization	Each	2	525.00	\$1,050.00
8.	Pruning				
a)	Sucker Growth and Line of Sight	Each	21	200.00	\$4,200.00
b)	Rejuvenation Pruning	Each	1	0.00	\$0.00
c)	Date and Paurotis Palms	Each	2	120.00	\$240.00
d)	Structural Pruning	Each	2	3,015.00	\$6,030.00
e)	Ornamental Grasses	Each	1	0.00	\$0.00
	Total for Section 21 - C				\$51,620.00
	Annual Total for Section 21(Including Sections 21 - A, 21 - B and 21 - C)				\$98,900.00
	Annual Total for all Sections Section 1 through Section 21				\$2,129,972.99
	Miscellaneous				
1.	Labor rate per hour for miscellaneous landscape tasks per person	Per Hour	1	55.00	\$55.00
2.	Labor rate per eight (8) hour day for miscellaneous landscape tasks per person	Per Day	1	440.00	\$440.00
3.	Labor rate per hour for weekend installation per person	Per Hour	1	75.00	\$75.00
4.	Holiday labor rate per hour per person	Per Hour	1	100.00	\$100.00
5.	Overtime labor rate per hour per person	Per Hour	1	75.00	\$75.00
6.	Replacement of plants, trees and shrubs*				
a)	Plants - <u>30</u> % of Mark up				<u>30</u> %
b)	Shrubs - <u>30</u> % of Mark up				<u>30</u> %
c)	Trees - <u>30</u> % of Mark up				<u>30</u> %
*	Contractor shall be required to supply a copy of all receipts for plant, shrubs and trees for verification of the price to the County.				
	Any other miscellaneous supplies that are needed pricing will be negotiated with the contractor.				

Amount Written Two Million, One Hundred, Twenty-Nine Thousand, Nine Hundred, Seventy-Two Dollars, and Ninety-Nine Cents

Annual Total for All Sections –1 through 21

59A

Addendum No. 1 – Dated August 24, 2017

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**AGREEMENT FOR
LANDSCAPE MAINTENANCE FOR DOT**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and P&T Lawn and Tractor Service, Inc, a Florida corporation, whose address is 15980 Old Olga Road, Alva, FL 33920 and whose federal tax identification number is 65-0249564, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase landscape maintenance and mowing services from the Vendor in connection with "Landscape Maintenance for DOT" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP170225KLC on August 8, 2017; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on December 6, 2017; and,

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP170225KLC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a two (2) year period with

an option to renew for an additional three (3) one (1) year periods upon mutual written agreement of both parties.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No RFP170225KLC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.
- D. In the event that the Vendor does not complete the work in a timely manner or work is not acceptable to the County, The County shall notify the Vendor's Representative by e-mail, that the work must be completed or corrected within a number of days specified by the County at the time of notice. If no number of days is specified by the notice, then the number of days shall be ten(10) calendar days. Should the Vendor fail to complete or correct the work within the number of days specified, The County may deduct payment for the incomplete work from any amount owed the Vendor.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or

acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or
- 3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Teena Zielinski

Title: President

Address: 15980 Old Olga Road
Alva, FL 33920

Telephone: 239-694-4848

Facsimile: 239-694-4848

E-mail: ztepet@comcast.net

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation No. RFP170225KLC
4. Vendor's Submittal in Response to Solicitation No. RFP170225KLC

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Patty Lamb

Print Name: Patty Lamb

P&T Lawn and Tractor Service, Inc

Signed By: Teena Zielinski

Print Name: Teena Zielinski

Title: President

Date: 01-03-2018

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 1-18-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Chris Su
DEPUTY CLERK



Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

The Vendor shall provide median and roadside landscape maintenance and mowing for various sites throughout Lee County (Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 13, 14, 15, 16, 17, 19 and 21). The maintenance work shall consist of providing all labor, materials, equipment, permits, and incidentals necessary to perform all of the work in accordance with the Detailed Specifications outlined in the RFP170225KLC solicitation documents. The County may, at their sole discretion, add or delete sections at no change in the unit price of the work as long as the new sections are of a similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%.

The Vendor shall provide and maintain adequate staff to oversee and manage the projects and successfully complete the projects within the approved schedule.

The Vendor shall provide to the County's representative a complete twelve (12) month schedule that includes all work to be done such as: pruning, watering, litter removal, herbicide, mulching, mowing and edging. Vendor shall contact the County's representative and confirm the monthly work schedule. Vendor shall contact the County representative within 24 hours of all schedule changes.

The supervision of the performance of this work is vested wholly with Lee County Department of Transportation (DOT). Lee County DOT will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and rate of progress of the work.

All work that does not meet the standard set by the RFP170225KLC Detailed Specifications must be corrected before Lee County DOT will give approval for payment. The County has the right to deny a monthly payment for work not completed for that period of time.

Section 1:

A. Summerlin / McGregor – Punta Rassa Rd to Gladiolus and Gladiolus Dr. – Winkler Rd. to U.S. 41

Medians and roadsides

Landscape maintenance & mowing

- all medians
- north roadside to row limit and/or canal water line
- south roadside to row limit and/or canal water line
- retention pond in front of 7-11 at the corner of Summerlin and Gladiolus
- row to row on Gladiolus

B. Sanibel Island - Sextant to Causeway Bridge

EXHIBIT A SCOPE OF SERVICES

Median, roadsides and retention areas

Landscape maintenance & mowing

- one median
- north roadside including area surrounding retention areas and limits of landscaping
- south roadside including area surrounding retention areas and limits of landscaping

C. Causeway Islands A & B (for Parks & Rec)

Roadsides and recreation areas

- landscape maintenance and mowing
- north roadside all landscaped areas
- south roadside all landscaped areas

Section 2:

Corkscrew Road US 41 to east end of FDOT Row for I-75), Three Oaks Parkway (Corkscrew Rd. to Williams Rd.), and Imperial Pkwy. (Bonita Beach Rd. to Collier County line)

Corkscrew Rd.

- landscape maintenance & mowing row to row to Corkscrew Woodlands Blvd.
- medians only in FDOT row

Imperial Pkwy.

- row to row

Section 3:

**Cypress Lake Dr / Daniels Pkwy
(McGregor Blvd to Six Mile Cypress) and Plantation ext. (Colonial Blvd. to Idlewild Dr.)**

Landscape maintenance & mowing row to row including lot at the northeast corner of Idlewild Dr. and Plantation ext. and excluding outside guardrail on Daniels from U.S.41 to Six Mile Cypress.

Section 4:

**College Pkwy (McGregor Overpass to US 41), Camelot Dr. (McGregor Blvd. to South Pointe Blvd.),
Fiesta Way, (Cypress Lake Dr. to Lake McGregor Dr.), Lake McGregor Dr., (McGregor Blvd. to**

EXHIBIT A SCOPE OF SERVICES

Fiesta Way), Winkler Rd. (College Pkwy to Cypress Lake Dr., including one median north of College Pkwy. and one median south of Cypress Lake Dr., and Myerlee Country Club Blvd. (Winkler Rd. to Cul De Sac) and San Marcos Ave/Vietnam Veterans Park

Landscape maintenance & mowing row to row

San Marcos Ave/Vietnam Veterans Memorial Park

- Landscape maintenance and mowing
- North side of Midpoint Bridge: Caloosahatchee River to east edge of pond
- South side of Midpoint Bridge: Caloosahatchee River to the curb on San Marcos Ave, not to include utility structures and house located at 8392 San Marcos. The median located on San Marcos is included in the scope.

Section 5:

- A. Cape Coral Pkwy.— Foot of Cape Coral Bridge to Del Prado Blvd., Del Prado Blvd.— Cape Coral Pkwy. to Hancock Bridge Pkwy., Hancock Bridge Pkwy. — Del Prado Blvd. to S.E. 24th Ave.**
- B. Del Prado Blvd from Hancock Bridge Pkwy. to Pine Island Rd. (this portion of Del Prado to begin approximately in the Fall of 2018 pending expiration of warranty period from CIP project).**

Landscape maintenance and mowing row to row

Section 6:

US 41 (Littleton Rd. to Charlotte County Line, and Del Prado ext. (medians east of U.S. 41),

Landscape maintenance and mowing

- Medians
- 20 ft. around pump station in west ROW
- Mowing and maintenance in triangle at Business 41
- Del Prado Ext. medians only east of US 41

Section 7:

Bayshore Rd/NE Pine Island Road (FDOT Operations center to Pritchett Pkwy.) and New Post Dr. (Bayshore Rd. to End of County Maintenance sign or where private road begins)

Landscape maintenance and mowing

EXHIBIT A SCOPE OF SERVICES

- FDOT Operations Center to Business 41: Medians only
- Business 41 to Hart Rd./New post Dr.: row to row, including mow strip outside of sidewalk in North Row
- Hart Rd./New post Dr. to Pritchett Pkwy:
 - Medians
 - FDOT row @ I-75 within the limits of landscaping
 - Retention pond east of Publix
- New Post Dr. row to row

Section 8:

Lee Blvd. (SR 82 to Williams Ave.)

Landscape maintenance and mowing row to row

- Including maintenance and mowing in south row adjacent to Grandale and Archdale

Section 9:

Hancock Bridge Pkwy. (SE24th Ave. /Hunter Blvd. to U.S. 41), North Key Dr. (U.S. 41 to End of County Maintenance sign or where private road begins), and Orange Grove Blvd. (Pondella to end of county maintenance sign or where private road begins)

Landscape maintenance and mowing

- Hancock Bridge Pkwy. and Orange Grove Blvd. ROW to ROW
- North Key Dr. Medians

Section 13:

Business 41 – Littleton Road to State Road 78, Edison Bridge and U.S. 41 Caloosahatchee River to Littleton Road

Roadsides and medians

Mowing to include:

- All medians including median north of Littleton Rd.
- Row to row on Business 41 and Edison Bridge
- Two retention ponds – maintenance around trees and mowing. One on North side of the North Fort Myers Recreation Center entrance, the other on the Southwest corner of Littleton and Business 41.
- Medians only on U.S. 41

Section 14:

EXHIBIT A SCOPE OF SERVICES

Bonita Beach Rd- King's Kew/Forester to End of County Maintenance sign or where private road begins.

Row to row

Section 15:

A. Daniels Pkwy—Six Mile Cypress to East Of Gateway Blvd (excluding unlandscaped FDOT Row) Gunnery Rd—Lee Blvd to one median south Of S.R. 82

B. Roundabouts at the intersections of Crystal Dr. and Plantation Rd

C. Roundabouts Sunshine Blvd. and 23rd St SW

D. Roundabouts Beth Stacey and Business Way,

(Roundabouts maintenance will begin approximately Fall of 2018)

- Row to row to Chamberlin.
- Medians from Chamberlin to east of Gateway Blvd.
- Row to row on Gunnery Rd.

Section 16:

S.R. 80--Prospect Ave. to Hickey Creek (Cook Rd.)

- Weekly Royal Palm frond pick up
- Row to row from Prospect Ave. to Gate #3 of FPL plant and S.R.31 to Old Olga Rd. (Limits of landscaping at I-75)(Landscape areas only)
- Medians only from Gate #3 to S.R. 31 and Old Olga Rd. to Cook Rd.

Section 17:

Veterans Pkwy.—Caloosahatchee River to Pine Island Rd.

- Row to row (backside of berms)
- Lots 1-14 (see maps)
- Ponds 1-4 (see maps)
- Area behind wall on SE 24th St. from SE 14th Pl. To SE 12th Ave.

Section 19:

A. Three Oaks Pkwy.—Corkscrew Rd. to Alico Rd., Estero Pkwy Ext. – Three Oaks Parkway to the top of I-75 Overpass and roadsides from the top of I-75 overpass to Ben Hill Griffin Parkway.

EXHIBIT A SCOPE OF SERVICES

B. Imperial Parkway from Bonita Bill St. to East Terry St. (may begin early 2019 at the expiration of the CIP Contract)

- Row to row including two retention ponds on Three Oaks and two retention pond on Estero Pkwy. ext.

Section 21:

A. Summerlin Rd. from Colonial Blvd. to Boy Scout Dr., Fowler St. Ext. from Colonial Blvd. to U.S. 41

- Row to row

B. Gladiolus Dr. from Winkler Rd. to San Carlos Blvd. and Bass Rd. from Health Park to Library entrance north of Gladiolus Dr. including County owned lot east of Library (This portion of Gladiolus and Bass may begin approximately mid 2018 at the expiration of CIP Contract).

- Row to row

C. Summerlin Rd.—Boy Scout Dr. to Gladiolus Dr. (This portion Of Summerlin Rd. may begin approximately late 2019 at the expiration of the CIP Contract)

- Row to row
- Retention ponds on Summerlin twice annually

**EXHIBIT B
FEE SCHEDULE**

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
	Section 1		
A.	Summerlin/McGregor – Punta Rassa Rd to Gladiolus and Gladiolus Dr. - Winkler Rd. to U.S. 41		
1.	Edging	Each	\$1,200.00
2.	Mowing	Each	\$1,200.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$1,200.00
4.	Weeding and Weed Control	Each	\$1,200.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$5,985.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$2,800.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$1,000.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$10,275.00
d)	Structural Pruning	Each	\$19,680.00
e)	Ornamental Grasses	Each	\$0.00
B.	Sanibel Island – Sextant to Causeway Bridge		
1.	Edging	Each	\$75.00
2.	Mowing	Each	\$250.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$100.00
4.	Weeding and Weed Control	Each	\$150.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$2,100.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$240.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$75.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$0.00
e)	Ornamental Grasses	Each	\$70.00

**EXHIBIT B
FEE SCHEDULE**

C.	Causeway Islands A & B (for Parks & Rec)		
1.	Edging	Each	\$0.00
2.	Mowing	Each	\$600.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$95.00
4.	Weeding and Weed Control	Each	\$150.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$480.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$200.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$0.00
e)	Ornamental Grasses	Each	\$0.00
	Section 2		
	Corkscrew Rd. U.S. 41 to east end of FDOT row for I-75, Three Oaks Parkway(Corkscrew Rd. to Williams Rd.) and Imperial Parkway. (Bonita Beach Rd. to Collier County Line).		
1.	Edging	Each	\$473.81
2.	Mowing	Each	\$1,900.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$473.81
4.	Weeding and Weed Control	Each	\$952.38
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$800.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$800.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$1,000.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$450.00
d)	Structural Pruning	Each	\$8,760.00
e)	Ornamental Grasses	Each	\$0.00

**EXHIBIT B
FEE SCHEDULE**

	Section 3		
	Cypress Lake Dr./Daniels Parkway (McGregor Blvd. to Six Mile Cypress) and Plantation ext. (Colonial Blvd. to Idlewild Dr.)		
1.	Edging	Each	\$133.33
2.	Mowing	Each	\$400.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$133.33
4.	Weeding and Weed Control	Each	\$133.33
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$200.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$320.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$200.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$2,100.00
e)	Ornamental Grasses	Each	\$0.00
	Section 4		
	College Pkwy (McGregor Overpass to U.S. 41), Camelot Dr. (McGregor Blvd. to South Pointe Blvd.), Fiesta Way, (Cypress Lake Dr. to Lake McGregor Dr.), Lake McGregor Dr., (McGregor Blvd. to Fiesta Way), Winkler Rd. (College Pkwy to Cypress Lake Dr., including one median north of College Pkwy. and one median south of Cypress Lake Dr., and Myerlee Country Club Blvd. (Winkler Rd. to Cul De Sac) and San Marcos Ave/Vietnam Veterans Park		
1.	Edging	Each	\$200.00
2.	Mowing	Each	\$1,200.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$100.00
4.	Weeding and Weed Control	Each	\$100.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$200.00

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FEE SCHEDULE**

6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$900.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$100.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$5,220.00
e)	Ornamental Grasses	Each	\$0.00
	Section 5		
A.	Cape Coral Parkway – Foot of Cape Coral Bridge to Del Prado Blvd., Del Prado Blvd. - Cape Coral Parkway to Hancock Bridge Parkway, Hancock Bridge Parkway - Del Prado Blvd. to S.E. 24 th Ave.		
1.	Edging	Each	\$500.00
2.	Mowing	Each	\$1,000.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$400.00
4.	Weeding and Weed Control	Each	\$800.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$3,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$2,980.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$700.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$5,220.00
e)	Ornamental Grasses	Each	\$0.00
B.	Del Prado Blvd. from Hancock Bridge Pkwy. to. Pine Island Rd. (to begin approximately fall of 2018)		
1.	Edging	Each	\$50.00
2.	Mowing	Each	\$100.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$25.00
4.	Weeding and Weed Control	Each	\$25.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$50.00

**EXHIBIT B
FEE SCHEDULE**

6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$200.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$20.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$427.50
e)	Ornamental Grasses	Each	\$0.00
	Section 6		
	U.S. 41 – Littleton Rd. to Charlotte County Line & Del Prado Extension Medians east of U.S. 41		
1.	Edging	Each	\$200.00
2.	Mowing	Each	\$1,300.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$100.00
4.	Weeding and Weed Control	Each	\$400.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$1,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$800.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$10.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$6,060.00
d)	Structural Pruning	Each	\$0.00
e)	Ornamental Grasses	Each	\$6,000.00
	Section 7		
	Bayshore Rd/NE Pine Island Rd. (FDOT Operations Center to Pritchett Parkway) and New Post Dr. (Bayshore Rd. to end of County Maintenance sign or where private road begins.)		
1.	Edging	Each	\$493.43
2.	Mowing	Each	\$1,653.57
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$666.67
4.	Weeding and Weed Control	Each	\$493.43
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$500.00

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FEE SCHEDULE**

6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$720.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$0.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$1,125.00
d)	Structural Pruning	Each	\$7,560.00
e)	Ornamental Grasses	Each	\$0.00
	Section 8		
	Lee Blvd. (SR82 to Williams Ave.)		
1.	Edging	Each	\$476.19
2.	Mowing	Each	\$695.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$95.24
4.	Weeding and Weed Control	Each	\$123.57
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$100.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$600.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$50.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$7,560.00
e)	Ornamental Grasses	Each	\$0.00
	Section 9		
	Hancock Bridge Parkway (SE 24 th Ave./Hunter Blvd to U.S. 41), North Key Dr. (U.S. 41 to the end of County Maintenance sign or where private road begins) Orange Grove Blvd. (Pondella to end of County Maintenance sign or where private road begins)		
1.	Edging	Each	\$73.81
2.	Mowing	Each	\$454.76
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$142.86
4.	Weeding and Weed Control	Each	\$238.10
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$200.00

**EXHIBIT B
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6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$140.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$228.57
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$2,610.00
e)	Ornamental Grasses	Each	\$0.00
	Section 13		
	Business 41 Littleton Road to State Road 78, Edison Bridge and U.S. 41 Caloosahatchee River to Littleton Road		
1.	Edging	Each	\$400.00
2.	Mowing	Each	\$1,400.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$200.00
4.	Weeding and Weed Control	Each	\$200.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$5,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$2,000.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$400.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$3,600.00
d)	Structural Pruning	Each	\$1,935.00
	Section 14		
	Bonita Beach Rd. King's Kew/Forester to End of County Maintenance sign or where private road begins.		
1.	Edging	Each	\$1,000.00
2.	Mowing	Each	\$1,700.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$400.00
4.	Weeding and Weed Control	Each	\$500.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$2,500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$1,400.00

**EXHIBIT B
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8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$200.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$375.00
d)	Structural Pruning	Each	\$3,015.00
e)	Ornamental Grasses	Each	\$0.00
	Section 15		
A.	Daniels Parkway, Six Mile Cypress to East of Gateway Blvd. (excluding unlandscaped FDOT row), Gunnery Rd., Lee Blvd. to one median South of S.R. 82		
1.	Edging	Each	\$400.00
2.	Mowing	Each	\$2,000.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$200.00
4.	Weeding and Weed Control	Each	\$400.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$2,500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$2,020.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$200.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$3,150.00
d)	Structural Pruning	Each	\$7,695.00
e)	Ornamental Grasses	Each	\$0.00
B.	Roundabouts at the intersections of Crystal Drive and Plantation Rd (beginning approximately fall of 2018)		
1.	Edging	Each	\$50.00
2.	Mowing	Each	\$25.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$25.00
4.	Weeding and Weed Control	Each	\$50.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$100.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$75.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$25.00

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b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$0.00
e)	Ornamental Grasses	Each	\$0.00
C.	Sunshine Blvd. & 23 rd Street SW Roundabout (beginning approximately fall of 2018)		
1.	Edging	Each	\$25.00
2.	Mowing	Each	\$50.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$25.00
4.	Weeding and Weed Control	Each	\$50.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$100.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$25.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$50.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$0.00
e)	Ornamental Grasses	Each	\$0.00
D.	Beth Stacey/Business Way Roundabout (beginning approximately Fall of 2018)		
1.	Edging	Each	\$50.00
2.	Mowing	Each	\$50.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$50.00
4.	Weeding and Weed Control	Each	\$25.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$100.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$75.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$25.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$0.00
e)	Ornamental Grasses	Each	\$0.00

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	Section 16		
	SR 80 - Prospect Ave. to Hickey Creek (Cook Road)		
1.	Edging	Each	\$500.00
2.	Mowing	Each	\$2,000.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$200.00
4.	Weeding and Weed Control	Each	\$400.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$5,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$5,400.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$1,500.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$3,700.00
e)	Ornamental Grasses	Each	\$100.00
	Section 17		
	Veterans Parkway – Caloosahatchee River to Pine Island Rd.		
1.	Edging	Each	\$500.00
2.	Mowing	Each	\$8,000.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$500.00
4.	Weeding and Weed Control	Each	\$600.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$1,000.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$2,500.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$300.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$25.00
d)	Structural Pruning	Each	\$32,580.00
e)	Ornamental Grasses	Each	\$0.00
	Section 19		
A.	Three Oaks Parkway, Corkscrew Rd. to Alico Rd., Estero Parkway ext., Three Oaks Parkway to top of I-75 overpass, and		

**EXHIBIT B
FEE SCHEDULE**

	roadsides from the top of I-75 overpass to Ben Hill Griffin Parkway		
1.	Edging	Each	\$400.00
2.	Mowing	Each	\$800.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$200.00
4.	Weeding and Weed Control	Each	\$100.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$675.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$100.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$4,445.00
d)	Structural Pruning	Each	\$10,215.00
e)	Ornamental Grasses	Each	\$200.00
B.	Imperial Parkway from Bonita Bill Street to East Terry Street (may begin early 2019 at expiration of CIP Contract)		
1.	Edging	Each	\$300.00
2.	Mowing	Each	\$500.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$100.00
4.	Weeding and Weed Control	Each	\$100.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$250.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$325.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$0.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$855.00
e)	Ornamental Grasses	Each	\$0.00
	Section 21		
A.	Summerlin Road, Colonial Blvd. to Boy Scout Dr., Fowler St Ext. from Colonial Blvd. to U.S. 41		
1.	Edging	Each	\$100.00

**EXHIBIT B
FEE SCHEDULE**

2.	Mowing	Each	\$300.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$100.00
4.	Weeding and Weed Control	Each	\$50.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$400.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$500.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$50.00
b)	Rejuvenation Pruning	Each	\$350.00
c)	Date and Paurotis Palms	Each	\$375.00
d)	Structural Pruning	Each	\$2,430.00
e)	Ornamental Grasses	Each	\$0.00
B.	Gladiolus Dr. from Winkler Rd.to San Carlos Blvd. and Bass Rd. from Health Park to Library entrance north of Gladiolus Dr. including County owned lot east of Library. (This portion of Gladiolus and Bass may begin approximately mid 2018 at the expiration of CIP Contract).		
1.	Edging	Each	\$200.00
2.	Mowing	Each	\$500.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$50.00
4.	Weeding and Weed Control	Each	\$150.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$500.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$300.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$100.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$0.00
d)	Structural Pruning	Each	\$2,610.00
e)	Ornamental Grasses	Each	\$0.00
C.	Summerlin Rd. – Boy Scout Dr. to Gladiolus Dr. (This portion of Summerlin		

**EXHIBIT B
FEE SCHEDULE**

	Rd. may begin approximately late 2019 at the expiration of CIP contract)		
1.	Edging	Each	\$400.00
2.	Mowing	Each	\$1,000.00
3.	Litter Pick up and Clean-up Grass Clippings: Curbs, Gutters, Sidewalks, etc.	Each	\$300.00
4.	Weeding and Weed Control	Each	\$200.00
5.	Disease and Insect Control, Including Ant Control	Lump Sum	\$200.00
6.	Tree Staking and Tree Ring Maintenance	Lump Sum	\$0.00
7.	Fertilization	Each	\$525.00
8.	Pruning		
a)	Sucker Growth and Line of Sight	Each	\$200.00
b)	Rejuvenation Pruning	Each	\$0.00
c)	Date and Paurotis Palms	Each	\$120.00
d)	Structural Pruning	Each	\$3,015.00
e)	Ornamental Grasses	Each	\$0.00
	Total for Section 21 - C		
	Miscellaneous		
1.	Labor rate per hour for miscellaneous landscape tasks per person	Per Hour	\$55.00
2.	Labor rate per eight (8) hour day for miscellaneous landscape tasks per person	Per Day	\$440.00
3.	Labor rate per hour for weekend installation per person	Per Hour	\$75.00
4.	Holiday labor rate per hour per person	Per Hour	\$100.00
5.	Overtime labor rate per hour per person	Per Hour	\$75.00
6.	Replacement of plants, trees and shrubs*		
a)	Plants - 30% of Mark up		
b)	Shrubs - 30% of Mark up		
c)	Trees - 30% of Mark up		
*	Contractor shall be required to supply a copy of all receipts for plant, shrubs and trees for verification of the price to the County.		
	Pricing will be negotiated with the contractor for any other miscellaneous supplies that are needed on a case by case basis.		

EXHIBIT B FEE SCHEDULE

The County, at its sole discretion, may add new sections or alter sections, based on a mutually agreed price to be negotiated between the Vendor and an authorized County representative, including new sections. The County reserves the right to add or delete services based on a mutually agreed upon price to be negotiated between the Vendor and an authorized County representative. The labor rate for any jobs above and beyond the pricing sheet will be negotiated between the Vendor and a County representative.

EXHIBIT C INSURANCE REQUIREMENTS

Standard Insurance Requirements
--

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

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

\$500,000 per occurrence
\$1,000,000 general aggregate
\$500,000 products and completed operations
\$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 combined single limit (CSL) or
\$300,000 bodily injury per person
\$500,000 bodily injury per accident
\$300,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident
\$100,000 disease limit
\$500,000 disease – policy limit

*The required minimum limit of liability shown in a., b., and c. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form

EXHIBIT C INSURANCE REQUIREMENTS

Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

CONTRACT SUMMARY INFORMATION

SUMMARY: Purchase is made in accordance with the Terms and Conditions of Lee County Solicitation Number RFP170225KLC.

Solicitation No.: RFP170225KLC
Project Title: Landscape Maintenance and Mowing for DOT
Start Date: February 1, 2018
Expiration Date: **January 31, 2023** **Renewed Three Times**
Board Date: January 16, 2018
Agenda Item No.: 31
Term: Two Years
Renewal Options: Three additional one-year terms

Address Book No.: 106502
Awarded Vendor: P & T Lawn and Tractor Service, Inc.
Contact Person: Teena Zielinski
Phone No.: 239-694-4848
Fax No.: 239-694-4848
Cell Phone/Pager No.: 239-707-4611
Email Address: ztepet@comcast.net
Award Amount or details:

Notes:



Kevin Ruane
District One

August 16, 2021

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Ms. Teena Zielinski
P & T Lane and Tractor Service, Inc.
15980 Old Olga Road
Alva, FL 33920

SUBJECT: Renewal of Annual Contract No. RFP170225KLC
 Landscape Maintenance and Mowing for DOT

Dear Ms. Zielinski:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 2/1/22 through 1/31/23.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File



Lee County

Southwest Florida

Kevin Ruane
District One

June 15, 2021

239-533-8871

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

Ms. Teena Zielinski
P & T Lawn and Tractor Service, Inc.
15980 Old Olga Road
Alva, FL 33920

Subject: Renewal of Annual Contract RFP170225KLC
Landscape Maintenance and Mowing for DOT

Dear Ms. Zielinski:

The above-referenced annual contract will expire on January 31, 2022, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (2/1/22 – 1/31/23). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com), within 15 calendar days from receipt. Failure to return by June 30, 2021, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

☒ a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

☐ b. I am not interested in extending this contract for an additional one-year period. Why? _____

Vendor:


Signature

President
Title

06/21/2021
Date

Lee County:


Signature of Authorized Official

Procurement Management Director
Title

8/9/21
Date

1. Requested Motion:

Meeting Date: October 4, 2021

Change to Special Event permit - Roar Offshore

Why the action is necessary:

What the action accomplishes:

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

The original event permit was approved, with conditions, at the August 2, 2021 meeting. Roar Offshore promoters are requesting to add a VIP tent at The Beach Bar with Extension of Premises/COP for the event on Oct. 9, 2021 from 10:00 a.m. to 6:00 p.m.

The Town has already received approvals from FMB Fire Rescue, Lee County EMS, LCSO, FDOT, FDEP, Public Works, Environmental and Turtle Time. Coast Guard final approval is still pending.

Attachments:

1. VIP Tent and Porta Johns

Financial Impact:

6. Alternative Action

7. Management Recommendations:

8. Recommended Approval:

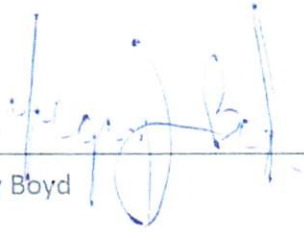
Amy Baker, Town Clerk
Daphnie Bercher, Community Services Administrator
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/29/2021
Approved - 9/29/2021
Approved - 9/29/2021
Approved - 9/29/2021
Final Approval - 9/29/2021



VIP TENT & PORTA JOHNS

I, Gregory Boyd, owner of Beach & Brew of FMB "doing business as" The Beach Bar, give permission to Cynthia Hill, Vice President of Roar Offshore, for the use of 1668 I Street, Fort Myers Beach, FL on Saturday, October 9th and permission to apply for an extension of premise permit.



Gregory Boyd
Owner
Beach & Brew of FMB
The Beach Bar

VIP area at The Beach Bar

Roar Offshore is teaming up with the Beach Bar for a VIP tent area. The occupancy in The Beach Bar is 60 people inside and 150 people outside. Roar Offshore will not sell no more than 160 tickets with the extension of premise. Roar Offshore is including the Beach Bar in the large event permit and The Beach Bar will be filing their own extension of premise permit.

The tent is 60' X 30' and have a roof with no sides. The area underneath the tent will include 13 - 60 inch round tables with 8 resin padded white chairs around each table totaling 104 chairs. The tables will be placed 3 feet apart from each other. The area underneath the tent will also include 3 - 6 foot rectangular table and 2 - 8 foot rectangular tables. These rectangular tables will be used for food and beverage. There will also be 6 - 30 inch cocktail tables. These tables will not have seating and will be used if people want to stand but be able to set their drinks down. All tables will be lined with white linens.

On the south side just outside the tent there will be 5 - 60 inch round tables with 8 resin padded chairs around each table totaling 40 chairs.

Total tables: 18 -60 inch round, 3 -6 foot rectangular , 2 - 8 foot rectangular & 6 30 inch tall cocktail tables

Total chairs: 144

Please see the map and drawings for placement of tent, table and chairs.

There will also be a white picket fence surrounding the VIP area to help with occupancy levels. Please see attached picture of the fence. The fence totals approximately 280 linear feet. There will be volunteers checking for VIP wrist bends at both entrances.

Set up and tear down of VIP area

Roar Offshore is paying an extra fee to have all items to be constructed and tore down the same day due to turtle season.

Start time will be 8:00 am and the start of tear down will be at 5:00 depending if the races finish on time.

Additional Information on VIP tent

1) Trash clean up

Roar Offshore is responsible for keeping the area clean and tidy. Roar is getting trash bags and cardboard trash bins for the event. We will have 3 volunteers at all times working the event to keep the area clear of debris and to make sure the trash bins do not overflow. The extra trash will be thrown into the trash bins located at The Beach Bar and at MoJoe's Cafe. Both The Beach Bar and MoJoe's are having an extra trash pick up to accommodate the extra trash for VIP tent.

2) Porta Johns

Roar Offshore will be placing 3 regular and 1 handicap porta johns in the parking spot at The Beach Bar closest to the beach access area. Please see map.

3) Security

Roar Offshore will be providing 2 security officers for the VIP area during the times the tent is open between 10 AM -5 PM on race day. Also for added security and for keeping track of occupancy levels we will have 2 volunteers at each entrance keeping a count of totals inside the The Beach Bar area that is separate from the VIP tent.

4) Food

The staff serving the food in the VIP tent will wear gloves . The food served will be buffet style from MoJoe's Cafe on Fort Myers Beach. There will be one server assigned to each dish. VIP fans will not be able to serve their own food to help against the spread of illness.

5) Beverage

There will be 2 volunteer bartenders working the bar area,. Race fans will not have access getting their own drinks which include water, soda, cocktails, etc.. The bartenders will take of all drinks being served in the VIP area.

6) Ticket holders

All VIP ticket fans will have a lanyard and a wrist band to enter the VIP area. This is to control the number of occupancy in the VIP area. The wrist band will be securely placed where it's not too tight or too loose so it can't be stretched and shared with someone else. There will be a white picket fence surrounding the tent and VIP area to keep it secure. There will be volunteers on each end to check for VIP wristbands. The white picket fence is roughly 280 linear square feet.

The Beach Bar

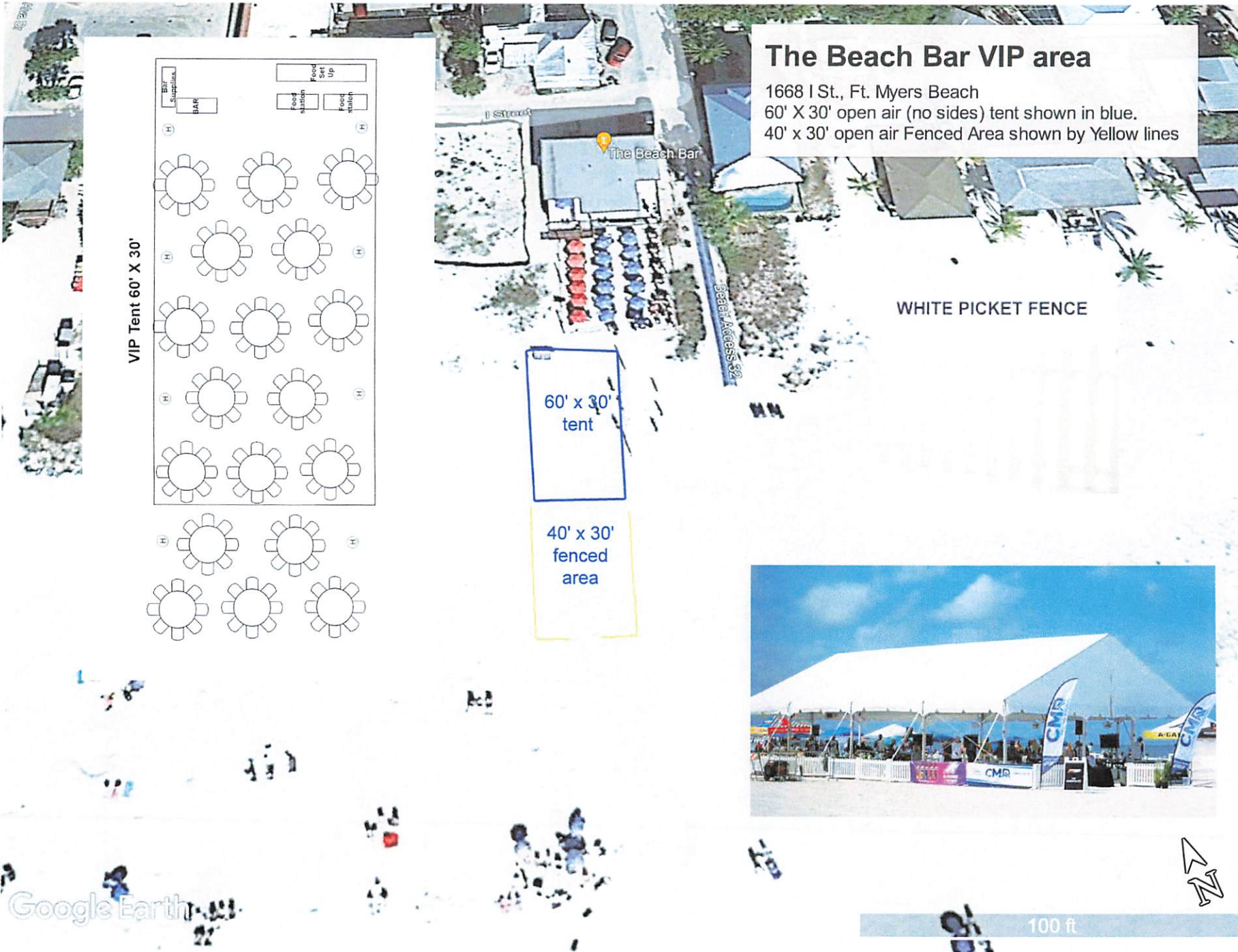
1668 I St., Ft. Myers Beach
Placing 1 60' X 30' tent

WHITE PICKET FENCE

Blue lines are
showing
placement of a 60
X 30 feet tent

Yellow line
indicates how VIP
race fans will
enter and exit the
tent to keep
occupancy levels
down in the
Beach Bar.

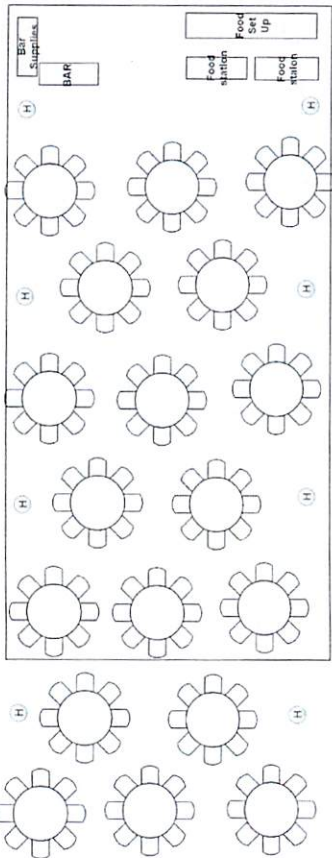




The Beach Bar VIP area

1668 I St., Ft. Myers Beach
60' X 30' open air (no sides) tent shown in blue.
40' x 30' open air Fenced Area shown by Yellow lines

VIP Tent 60' X 30'



60' x 30'
tent

40' x 30'
fenced
area

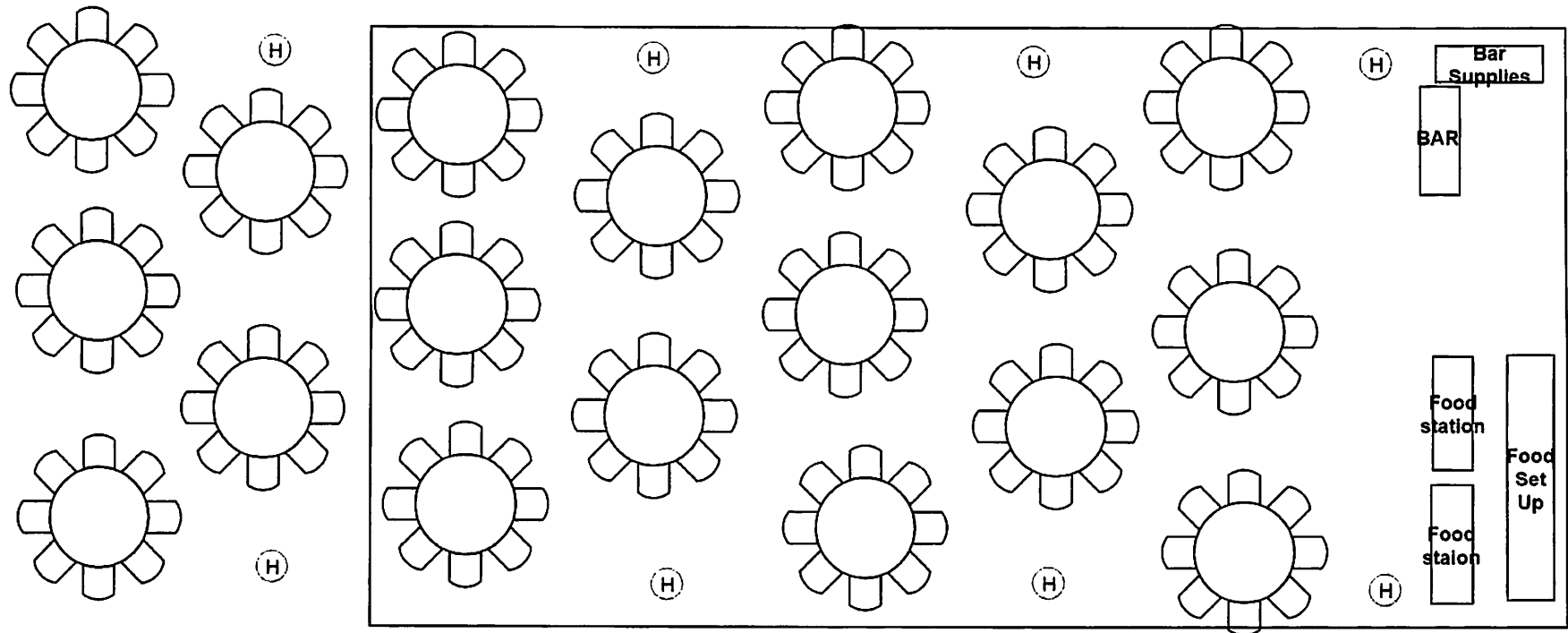
WHITE PICKET FENCE



100 ft



VIP Tent 60' X 30'



The Beach Bar Parking Lot

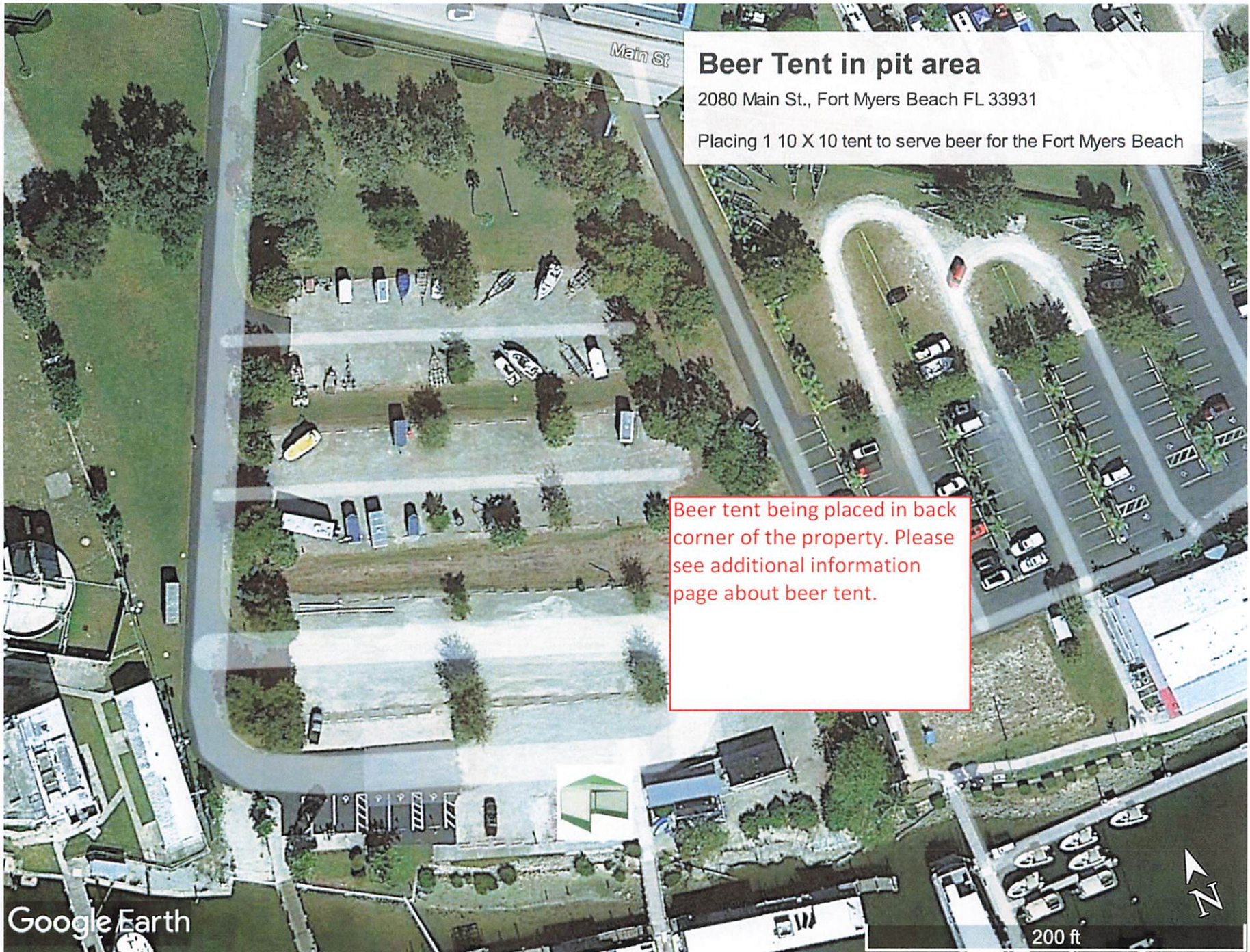
1668 I St., Ft. Myers Beach
Placing 3 regular and 1
Handicapped porta john

Placement of porta johns in
the first parking spot
closest to beach access.





BEER TENT



Beer Tent in pit area

2080 Main St., Fort Myers Beach FL 33931

Placing 1 10 X 10 tent to serve beer for the Fort Myers Beach

Beer tent being placed in back corner of the property. Please see additional information page about beer tent.

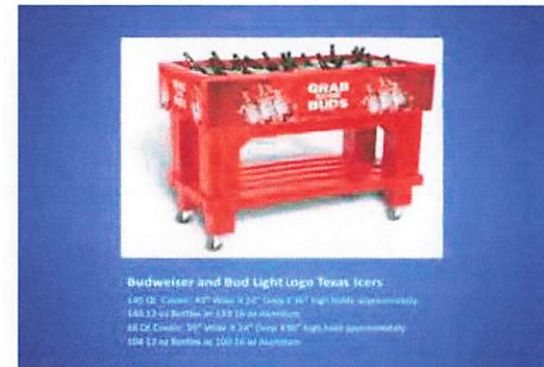
Google Earth

200 ft

N

Beer Pouring Station in the pits:

- The Fort Myers Beach Lion's Club is the non-profit pulling the alcohol permit for the pits.
- The beer tent will be open on Friday and Saturday from 10 AM - 6 PM October 8th & 9th.
- There is no age limit in the pits so volunteers serving alcohol will be checking ID'S to make sure customers are of legal age to drink alcohol.
- Only Beer and wine will be served in the pits
- No glass will be served in the pit area.
- Extra trash & recycle bins will be placed near the beer tent on Friday and Saturday while the beer tent is open.
- Budweiser is providing Ice Bins to serve out of. Please see attached picture. They are 2 feet high and 4 ft long.
- There is no electricity needed for the beer tent
- Roar Offshore will provide 1 fire extinguisher in case of fire.



SECTION 3 - ZONING APPROVAL TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION (This section only applies to a permanent or temporary extension of licensed premises)			
Location Street Address _____			
City _____	County _____	FL	Zip Code _____
Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?" ☐ Yes ☐ No ☐ The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application. ☐ The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.			
Signed: <u><i>Lynne Beck</i></u> Title: <u><i>Conn Secy Admin</i></u> Date: <u><i>9/29/2001</i></u>			
This approval is valid until <u><i>10/9/2001</i></u> <i>10 am - 6 pm</i>			

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

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A) The Beach Bar

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

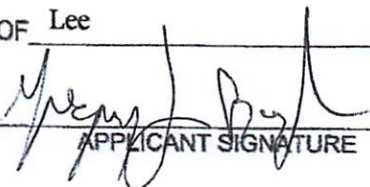
I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

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

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

STATE OF Florida

COUNTY OF Lee


APPLICANT SIGNATURE

APPLICANT SIGNATURE

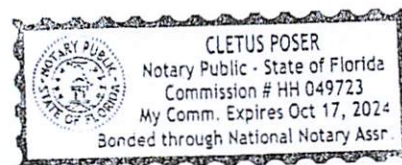
The foregoing was (☒ Sworn to and Subscribed OR () Acknowledged Before me this 17th Day

of September, 20 21, By Gregory Boyd who is (☒ personally
(print name(s) of person(s) making statement)

known to me OR (☒ who produced FL DL Lic as identification.


Notary Public

Commission Expires: 10-17-2024

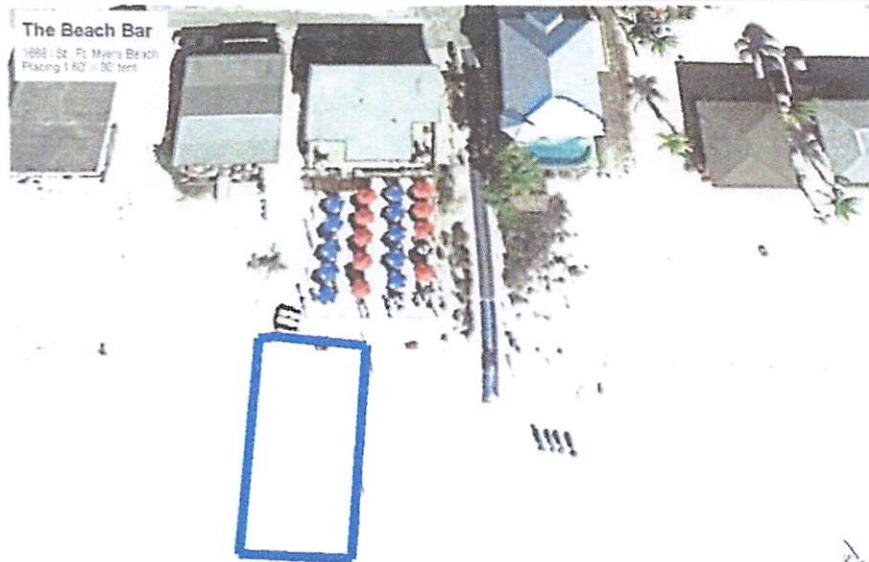


SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

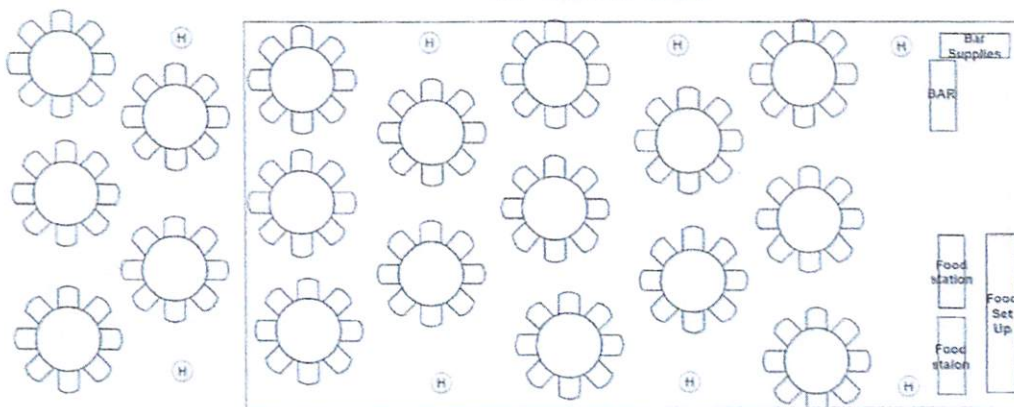
Business Name (D/B/A)

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

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



VIP Tent 60' X 30'



1. **Requested Motion:**

Meeting Date: October 4, 2021

Special Event - Christmas Tree Festival at FMB Woman's Club

Why the action is necessary:

Ordinance 20-17

What the action accomplishes:

Allows the event to proceed

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Ordinance 20-17

4. **Submitter of Information:**

5. **Background:**

Requesting approval for a Christmas Tree Festival on December 10, 2021 from 4:30 pm - 8:30 pm and December 11, 2021 from 1pm to 8pm. Requesting a temporary permit for alcohol. This event was approved last year.

Attachments:

1. 211552 Christmas Tree Festival App

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

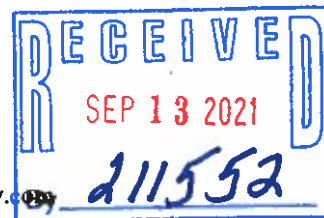
Patty Prevost, Code Supervisor/STR Coordinator
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/24/2021
Approved - 9/27/2021
Approved - 9/27/2021
Approved - 9/28/2021
Final Approval - 9/28/2021



Town of Fort Myers Beach

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



Name of event Christmas Tree Festival

Attach separate sheet of paper with detailed description of event

Date(s) and times of event 12/10/2021 from 4:30-8:30pm, and 12/11/2021 from 1:00-8:00pm

Address of event 175 Sterling Ave, Fort Myers Beach, FL 33931

Expected # of participants/attendees 150-200 people over 2 days

Sponsoring Organization Fort Myers Beach Woman's Club

Organization address P.O. Box 2786, Fort Myers Beach, FL 33932

Contact Person/Phone# Megan Zelenak Allers 770.329.5435

E-mail zelenak@hotmail.com

Amplified Music Y X N 500 Ft Notifications Yes Copy of Letter Yes

Renting Town Property Y N X Renting Parking Spaces Y N X

How many Spaces? N/A How many hours N/A

Extension of Premises? Y N X ABT Form 6003 How many days? 2 (Over 3 days needs to go to Council)

Letters of Permission to use Property N/A

Letters of Permission to use Parking N/A Parking Plan N/A

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

Requesting Water Y N X Electric Y N X

Requires Council Approval:

Waiver of open container Y N X Waiver of Town parking fees Y N X

Waiver of Noise Ordinance Y N X Recurring Event Y N X

Applicant Signature 

Printed Name Megan Zelenak Allers

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

Applicant to Complete:

Company managing trash removal: Advanced Disposal

No. of dumpsters: N/A Type of dumpsters: N/A

Who is responsible for clean-up and payment: Fort Myers Beach Woman's Club

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

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks:

Approval: Date:

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

FMB Environmental Sciences remarks:

Approval: Date:



Permit #: 211552

Permit Date: 09/13/2021

Review Date: 09/17/2021

Permit Type:

Review Type: SEP-Public Works Review

Target Date: 09/20/2021

Scheduled Time: 00:00

Completed Date:

Description:

Review Status: Approved

Assigned To: Martin Pitts

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

09/19/2021 No parking in town right of way.

Property Information

Parcel#: 334624W2000040000

FORT MYERS BEACH WOMANS CLUB I

175 STERLING AVE

Zoning: INLot: 0000Block: 00004

FORT MYERS BEACH WOMANS CLUB I

PO BOX 22

FORT MYERS BEACH, FL 33931



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931

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

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

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

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

FOR MAJOR EVENTS ONLY CONTACT

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

Comments: _____

Florida DEP Approval: _____ Date: _____

FMB Fire Department

Tel (239) 590-4205

Fax (239) 432-1554

100 Voorhis St. Fort Myers Beach, FL 33931

FMB Fire Comments:

A site inspection will be required for final setup of tent, dance floor, and food trucks.
Setup is not to block site access, no open flames permitted under tent, Fire
extinguishers are required under tent. Need current state inspection tags from a
licensed contractor.

Approval: Jennifer Campbell Date 9/16/21

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

15650 Pine Ridge Rd Fort Myers, FL 33908

Comments:

Parking for the event will be in authorized areas only. Right-of way must not be impeded. Vendor will provide designated
parking & traffic control will not be required. Alcohol will remain within the confines of the event area & will
not be consumed outside the venue boundaries. All amplified sound must adhere to Town of FMB noise ordinance.

Approval: Captain [Signature] 45180 Date 8/25/2021

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

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

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

N/A

FOR MAJOR EVENTS ONLY CONTACT

Jennie Cowart

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

Email: Jennifer.cowart@dep.state.fl.us

Florida DEP remarks: _____

Check list: Application _____ Site Plan _____ Description _____

Florida DEP approval: _____ Date: _____

Turtle Time Inc.: Eve Haverfield

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

Turtle Season is May 1 through October 31

N/A

Turtle Time remarks: _____

Turtle Time approval: _____ Date: _____

Fort Myers Beach Womens Club Christmas Tree Festival 2021

Description of Event: Friday December 10, 2021 and Saturday December 11, 2021

- Indoor Christmas Tree Silent Auction
- Friday evening outdoor Cocktail Party with music and 2 food trucks onsite
- Saturday outdoor Christmas Market and Bake Sale
- Saturday visit From Santa and Toy Drop benefiting the Beach Kids Foundation
- Saturday evening outdoor Chili Cookoff and continued Bake Sale
- Covid 19 Social Distancing Guidelines will be enforced indoors by limiting the number of people inside at any given time, and adhering to mask requirements in place at that date. Covid19 Social Distancing Guidelines will be enforced outside with attendees adhering to the 6 feet apart recommendation.
- Cash Bar will be available Friday night and Saturday. ABT 6003 Permit to be filed for event.

Set Up of Event – Friday December 10, 2021

- Dance Floor and 20x20 outdoor tent set up Friday during the day
- Food Trucks onsite late Friday afternoon for event preparation
- Amplified Music setup late Friday afternoon for event preparation
- Event begins at 4:30 and goes until 8:30pm

Set Up of Event – Saturday December 11, 2021

- Dance Floor and 20x20 tent remain in place throughout Saturday
- Individual 10x10 market tents set up by vendors for Christmas Market Saturday morning for 1-4:30 event time. Tents will have a 10 foot space in between setups.
- Chili Cookoff participants will set up their tents late Saturday afternoon for a 4:30 start time. Chili Cookoff will take place from 4:30-8pm.

Breakdown of event – Sunday December 12, 2021

- All outdoor items – Dance floor and outdoor lighting will be removed Sunday morning.
- Tent will be removed by tent rental company on Monday, December 13, 2020.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER REDISH INSURANCE GROUP, INC. 23190 Fashion Dr. Suite P213 Estero FL 33928		CONTACT NAME: Kyle Daugherty PHONE (A/C No. Ext): (239) 790-4422 E-MAIL ADDRESS: kdaugherty@Redishins.com FAX (A/C No.): (888) 384-4718	
INSURED THE FORT MYERS BEACH WOMAN'S CLUB, INC 175 Sterling Ave Fort Myers Beach FL 33931		INSURER(S) AFFORDING COVERAGE INSURER A: Mount Vernon Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL18102904351 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			NPP2567602C	11/20/2020	11/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Directors & Officers Liability			NPP2567602C	11/20/2020	11/20/2021	Claims Made Limit 1,000,000

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

Date: Friday December 11, 2021 and Saturday December 12, 2021
 Fort Myers Beach Womens Club Christmas Tree Festival 2021

CERTIFICATE HOLDER

CANCELLATION

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach FL 33931	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TYPE OF APPLICATION	
☒ Temporary Permit	☐ Special Sales License

SECTION 1A: APPLICANT INFORMATION			
Full Name of Applicant(s) The permit will be issued in the name of the applicant as provided on the application. Fort Myers Beach Woman's Club			
Applicant Mailing Address 175 Sterling Ave.			
City Fort Myers Beach	County Lee	State FL	Zip Code 33931
Applicant Telephone Number 770.329.5435		Applicant E-mail Address zelenak@hotmail.com	
Corporation or Other Legal Entity If the applicant is a corporation or other legal entity, enter the name and the document number related to the legal entity as registered with the Florida Department of State Division of Corporations.			
FEIN Number 596133785		Florida Department of State Document Number 706371	

SECTION 1B (OPTIONAL): DESIGNATED CONTACT			
A contact person must be designated below if the applicant prefers to designate a person other than the applicant to receive and reply to Division communications regarding this application. The designated contact person will be permitted to make changes to the application paperwork on behalf of the applicant, and the Division will communicate directly with the contact person regarding the application. The applicant will not be copied on communications from the Division to the designated contact. It is the responsibility of the applicant to inform the Division if there is a change of designated contact and/or to the contact information of the designated contact.			
Full Name of Designated Contact Megan Zelenak Allers			
Designated Contact Mailing Address 5485 Avenida Pescadora			
City Fort Myers Beach	County Lee	State FL	Zip Code 33931
Designated Contact E-mail Address zelenak@hotmail.com		Designated Contact Telephone Number 770.329.5435 Ext.	

SECTION 2: DATES AND LOCATION FOR PERMIT OR LICENSE			
Dates of Active Use for Temporary Permit or Special Sales License			
Provide the date(s) of the event or sale when the permit or license will be effective. The dates provided may not exceed three days.			
Day 1	Day 2	Day 3	
Friday, 12/10/2021	Saturday 12/11/2021	N/A	
Address for Physical Location of Temporary Event or Special Sales Event			
175 Sterling Ave			
City	County	State	Zip Code
Fort Myers Beach	Lee	FL	33931
Is the event location currently licensed for sales of alcoholic beverages under a permanent license issued by the Division? Yes ☐ No ☐ If yes, obtain attestation of permanent license holder in Section 8.			

SECTION 3: SALES TAX CERTIFICATION TO BE COMPLETED BY THE FLORIDA DEPARTMENT OF REVENUE	
Full Name of Applicant(s)	
Fort Myers Beach Woman's Club	
Florida Department of Revenue Verification of Registration	
The named applicant(s) for a temporary permit or special sales license has complied with Florida Statutes concerning registration for Sales and Use Tax and has paid or agreed to pay any applicable taxes due.	
Authorized Agency Signature _____	
Printed Name _____	
Title _____	
Date _____	

SECTION 4: LOCAL ZONING APPROVAL			
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING THE TEMPORARY EVENT LOCATION			
Location of Temporary Event			
Street Address			
175 Sterling Ave			
City	County	State	Zip Code
Fort Myers Beach	Lee	FL	33931
Local Zoning Approval			
The location of the temporary event complies with local ordinances for the temporary sale of alcoholic beverages based on the information supplied by the applicant in this application.			
Authorized Agency Signature _____			
Printed Name _____			
Title _____			
Date _____			

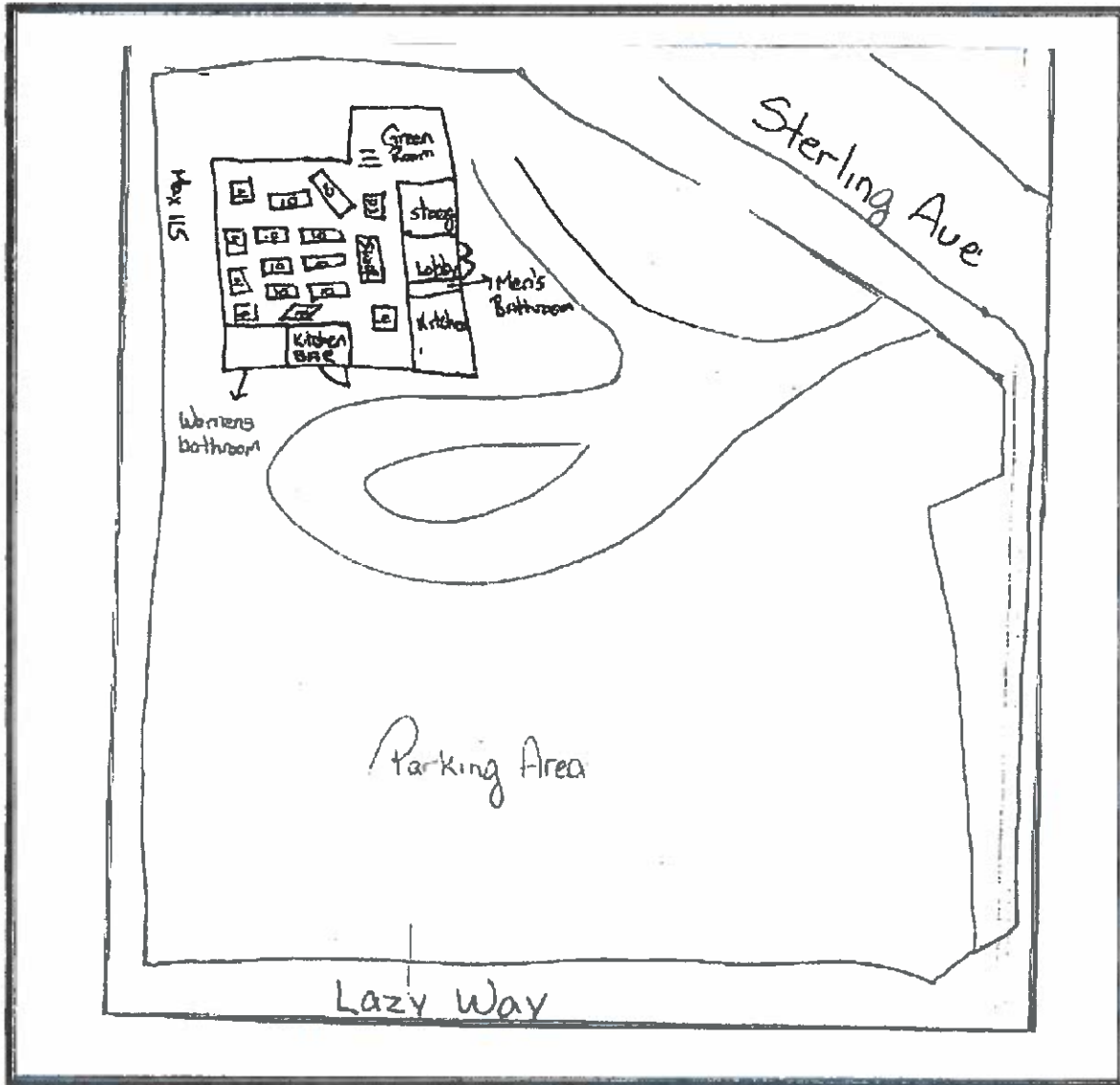
SECTION 5: DESCRIPTION OF PREMISES OF TEMPORARY EVENT**Full Name of Applicant(s)**

Fort Myers Beach Woman's Club

Name or Title of Temporary Event

Christmas Tree Festival

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



SECTION 6: AFFIDAVIT OF APPLICANT FOR TEMPORARY PERMIT NOTARIZATION REQUIRED

Full Name of Applicant(s)

Fort Myers Beach Woman's Club

"The applicant requesting the permit in the above and foregoing application is a nonprofit civic organization, charitable organization, municipality or county, and the permit, if used, will be used only by the applicant organization on the date(s) requested and at the location stated. By acceptance of this permit, the applicant agrees that, as a nonprofit or civic organization, all net profits from sales of alcoholic beverages during the permitted period will be retained by it, or, as a municipality or county, all net profits from sales of alcoholic beverages during the permit period will be donated to a nonprofit civic or charitable organization within 90 days after the permitted event. As a municipality or county, the applicant attempted to solicit a qualified nonprofit civic or charitable organization to conduct such sales for the permitted event but has been unable to find such a qualifying nonprofit civic or charitable organization in a reasonable and practicable manner and timeframe. The applicant organization has not received more than twelve (12) permits within the calendar year, unless otherwise authorized by law, and the applicant agrees that the location may be inspected and searched during the time that the permit is issued and business is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, Deputies, and Police Officers for purposes of determining compliance with the Florida Beverage Law.

I, the undersigned individual, or if a corporation, for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I swear under oath or affirmation under penalty of perjury as provided for in sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true and correct."

Signature of Applicant/Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20 _____,

by _____ (print affiant name).

() Personally Known

() Produced Identification

Type of Identification Produced _____

Signature of Notary Public – State of Florida

Name of Notary Public – Typed, Printed, or Stamped

(NOTARY SEAL)

Commission Expires: _____

FOR DIVISION USE ONLY

DATE ACCEPTED BY DISTRICT OFFICE:

**SECTION 7: AFFIDAVIT OF APPLICANT FOR SPECIAL SALES LICENSE
NOTARIZATION REQUIRED**

Full Name of Applicant(s)

Fort Myers Beach Woman's Club

"As the applicant requesting the special sales license in the above and foregoing application, I understand that this license allows package sales in sealed containers for a period of up to three days, and does not permit the sale of alcoholic beverages for consumption on the premises. I agree that the location may be inspected and searched during the hours that the special sale is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, Deputies, and Police Officers for purposes of determining compliance with the Florida Beverage Law.

I, the undersigned individual, or if a corporation, for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I swear under oath or affirmation under penalty of perjury as provided for in sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true and correct."

Signature of Applicant/Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20 _____,

by _____ (print affiant name).

() Personally Known

() Produced Identification

Type of Identification Produced _____

Signature of Notary Public – State of Florida

Name of Notary Public – Typed, Printed, or Stamped

(NOTARY SEAL)

Commission Expires: _____

FOR DIVISION USE ONLY

DATE ACCEPTED BY DISTRICT OFFICE:

**SECTION 8: ATTESTATION BY PERMANENT LICENSE HOLDER
FOR USE OF LICENSED PREMISES AS A PERMITTED TEMPORARY EVENT**

An attestation is to be obtained from the current, permanent alcoholic beverage license holder when the temporary event of the applicant nonprofit civic organization, charitable organization, municipality, or county is hosted at a location that is permanently licensed by the Division of Alcoholic Beverages & Tobacco for the sale of alcoholic beverages.

NOTE: The attestation must have the original signature of the alcoholic beverage license holder (only persons on file with the Division may sign) and must be submitted by the nonprofit civic organization, charitable organization, municipality, or county as part of the application for the Temporary Permit.

Full Name of Permanent License Holder at Temporary Event Location

Business Name (D/B/A)

License Number

Series of Permanent License

Series Type:

Contact Person for Permanent License Holder

Contact Person Telephone Number

Ext.

Contact Person E-mail Address

Name of Applicant for Temporary Permit

Fort Myers Beach Woman's Club

Date(s) of Temporary Event

Day 1

Day 2

Day 3

Friday, 12/10/2021

Saturday 12/11/2021

N/A

A temporary permit is being requested for an event to be held on your licensed premises. During the permitted dates and times of the event, no sales or service of alcoholic beverages may be made under your permanent alcoholic beverage license in the area identified for use by the temporary permit applicant in Section 5 of this application. Failure to comply may result in administrative charges being filed against your license.

Date _____

Signature of Permanent License Holder at Temporary Event Location

Printed Name of Permanent License Holder at Temporary Event Location



FORT MYERS BEACH FIRE DEPARTMENT

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

Special Events Application and Guidebook

Event Type:

☒ Small Outdoor/Indoor Event	☐ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 8.20.21		Date of Event: 12.10.21 and 12.11.21
Location: Fort Myers Beach Woman's Club		
Event Start Date/Time: 12.10.21 @4:30pm and 12.11.21 @ 1:00pm		Event End Date/Time: 12.10.21 @8:30pm and 12.11.21 @ 8:00pm
Setup Date: 12.9.21	Setup Time: 12:00pm	Inspection Time:
Event Sponsor: Fort Myers Beach Woman's Club		
Sponsor Contact: Megan Zelenak Allers	Sponsor Phone #: 770.329.5435	Sponsor Email: zelenak@hotmail.com
Anticipated Number of Attendees: 12.10.21 - 150 and 12.11.21 - 200		Anticipated Number of Event Workers: 20 volunteers each day
Will there be carnival or mechanical rides: NO		Number of Stages: N/A
Total Number of Vendors: 20 max. on Saturday		Total Number of Hot Food Vendors: 2 Food Trucks Friday Night
Number of Tents larger than 20 x 20: N/A		Number of 10 x 10 Tents: 20 Max.

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

***Please note: Vendors will not require electricity or be cooking food products ***

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

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

Applications shall include the following:

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

Megan Zelenak Allers Submitting Party Name (Print)	Administrative Use Only	
 Submitting Party Name (Sign)	Date Received:	Received By:
Date: 8.20.21	Fees Due:	Paid: ☐
	Forwarded for Review:	

TENT INSPECTION FORM/CHECKLIST

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

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

Certificate of Flame Resistance

REGISTERED
FABRIC
NUMBER

F-140.01

ISSUED BY
JOHNSON OUTDOORS INC.
BINGHAMTON, NEW YORK 13902
*Manufacturers of the Finest
Tent Products Described Herein*

Date of Manufacture

SEPTEMBER 2004

This is to certify that the products herein have been manufactured from material inherently flame retardant as here after specified by the material supplier.

NAME: TAYLOR RENTAL CENTER

CITY: FT. MYERS, FL

Certification is hereby made that:

The articles described on this certificate have been manufactured with an approved flame retardant chemical in compliance with California State Fire Marshal Code, NFPA-701*, Underwriters Laboratory of Canada, and have been tested in accordance with the Federal Test Method Specifications and meet or exceed the Military Flame Specifications of MIL-C-43006G.

Type, color and weight of material 13 OZ. vinyl WHITE BLOCK OUT

Description of item certified: VISTA 20X20

**Flame Retardant Process Used Will Not Be Removed By Washing And
Is Effective For The Life Of The Fabric**

Snyder Manufacturing, Inc.

Manufacturer of Flame Retardant Vinyl Laminates


TENT DEPARTMENT, JOHNSON OUTDOORS INC.

*Large Scale

**Fort Myers Beach Woman's Club
175 Sterling Ave. FMB**

Friday



*M-Meet-Use Table

**Fort Myers Beach Woman's Club
175 Sterling Ave. FMB**

Saturday

CHRISTMAS TREE SILENT AUCTION

AND BAKE SALE



• **Multi-Use Table**



November 1, 2021

500 Foot Notification of Event – December 10 & 11, 2021

To Neighboring Properties of 175 Sterling Ave. Fort Myers Beach, FL:

Please let this notice serve that we are holding our 4th Annual Christmas Tree Festival on Friday, December 10th from the hours of 5:30 p.m. – 8:30 p.m. and Saturday, December 11th from the hours of 1:00 p.m. – 8:00 p.m. on our premise, including our exterior lot at the address stated above. This event will have amplified music, and will additionally be announcing raffle winners. This will be the 4th year of this event, and includes fundraising opportunities for numerous area nonprofit organizations (last year sixteen different organizations participated).

We will have a caterer, bar, toilets, tables and chairs. If you have any questions or concerns, please contact the Town Manager at 2525 Estero Blvd. Fort Myers Beach, FL 33931 by November 1, 2020.

Megan Allers
zelenak@hotmail.com
770.329.5435

Fort Myers Beach Woman's Club 175 Sterling Avenue PO Box 2786 Fort Myers Beach, FL 33932

<http://fmb-wc.org> Phone: (239) 765-1417

OCONNELL WILLIAM K TR
CHERYL OCONNELL
3699 OLD TREE CT
ROCHESTER HILLS MI 48309

GULF COAST SHORES
PO BOX 07151
FORT MYERS FL 33919

SURFVIEW VILLAS FMB
8605 BIA ROUTE 10
MANDAREE ND 58757

LTH LLC
TERRY HERMRECK
11803 E BELLAIRE ST
WICHITA KS 67207

LAHAINA INN RESORT PH I + II
5580 ESTERO BLVD
FORT MYERS BEACH FL 33931

LAHAINA INN RESORT INC
5580 ESTERO BLVD
FORT MYERS BEACH FL 33931

SANDPIPER GULF RESORT I + II +
5550 ESTERO BLVD
FORT MYERS BEACH FL 33931

GULF BREEZE AT FORT MYERS
2610 ESTERO BLVD
FORT MYERS BEACH FL 33931

NORTHWAY APARTMENT PROPERTY LL
658 GRAND AVE STE 201
SAINT PAUL MN 55105

LICHT DAVID C +
13309 LAZARRO CT
ESTERO FL 33928

JACKSON GARY L & JANICE E +
56 ALLEN BEND DR
DECATUR IL 62521

SCHWARTZ CHANDA L M &
4482 HADDINGTON DR
FORT MILL SC 29707

TIMMERMAN PROPERTIES FMB LLC
819 E LAKE ST
OSAKIS MN 56360

RANDLE BRET A +
5615 LEWIS ST
FORT MYERS BEACH FL 33931

CLARK PAUL GORDON
828 N SHORE DR
GLEN BURNIE MD 21060

STAM RANDY D & LARA E
165 CONNECTICUT ST
FORT MYERS BEACH FL 33931

MR K ENTERPRISES LLC
200 KERENS AVE
ELKINS WV 26241

ROBERTS STEPHEN C + SHEILA D
5540 RHODE ISLAND PL
FORT MYERS BEACH FL 33931

SHRI SOMNATH LLC
12859 CHADSFORD CIR
FORT MYERS FL 33913

HEFFREN JOHN + LISA
610 BRUMAR DR
HATBORO PA 19040

WOLSELEY CHERYL A &
155 PAULINE ST
WINTHROP MA 02152

FORT MYERS BEACH MOSQUITO CONT
PO BOX 2837
FORT MYERS BEACH FL 33932

WTN PROPERTIES LLC
WULF SCHAUDE
229 FAIRWEATHER LN APT 4
FORT MYERS BEACH FL 33931

COLLIN JAMES GROUP LLC
19260 SAN CARLOS BLVD # 110
FORT MYERS BEACH FL 33931

DINGMAN ROBERT + MICHELE M
5571 PALMETTO ST
FORT MYERS BEACH FL 33931

MDR BEACH PROPERTIES LLC
5917 US ROUTE 36 E
GREENVILLE OH 45331

PEIRCE RICHARD +
47 LEE AVE
TORONTO ON M4E 2P1
CANADA

HEARNS JENNIFER R
26377 COBBLESTONE TRAIL
COLUMBIA STATION OH 44028

FARRIS CHRISTINE J TR
2325 OAK PARK DR
RICHMOND IN 47374

SHRI SOMNATH LLC
12859 CHADSFORD CIR
FORT MYERS FL 33913

SHAMP JOANNE K TR
PO BOX 6006
FORT MYERS BEACH FL 33932

MILLER LARRY K & KAREN A TR
5670 ESTERO BLVD
FORT MYERS BEACH FL 33931

DIAS PRABHA DAYANI &
5676 ESTERO BLVD
FORT MYERS BEACH FL 33931

FLIP PROPERTIES GROUP LLC
4200 CANTERA DR STE 208
WARRENVILLE IL 60555

DRAKE WILLIAM CHARLES
207 E BUFFALO ST UNIT 543
MILWAUKEE WI 53202

MID ISLAND PROPERTY LLC
5557 ESTERO BLVD
FORT MYERS BEACH FL 33931

MID ISLAND PROPERTY LLC
8605 BIA RT 10
MANDAREE ND 58757

PAVESE JANINE + ROBERT
300 BELMONT CT
LINCOLN UNIVERSITY PA 19352

CHESTER ARTIS D
5690 ESTERO BLVD
FORT MYERS BEACH FL 33931

KEMP EDWARD J + ROBERTA H
5698 ESTERO BLVD
FORT MYERS BEACH FL 33931

ESTERO ISLAND PARTNERS LLC
4632 BROWDALE AVE
EDINA MN 55424

CORBIN TERRY +
7058 DUNSTANS LN
TOLEDO OH 43617

CROWE KYLE R
4632 BROWDALE AVE
EDINA MN 55424

HOLCOMB BRIAN L & KAREN D
5730 ESTERO BLVD
FORT MYERS BEACH FL 33931

ROLFES RICHARD J III TR
8150 HOLTON DR
FLORENCE KY 41042

DREBES KAREN M TR
5760 ESTERO BLVD
FORT MYERS BEACH FL 33931

BOESE RICHARD E + CYNTHIA G
164 STERLING AVE
FORT MYERS BEACH FL 33931

FESTE DAVID A + PATRICIA W
5700 LAUDER ST
FORT MYERS BEACH FL 33931

KOSSAK AMANDA A
802 S RIDGE LN
APPLETON WI 54914

CORREA HERCILIO &
PO BOX 651
NORTH READING MA 01864

MCCARTHY WENDY L +
5740 LAUDER ST
FORT MYERS BEACH FL 33931

ERICKSON J B + CHERYL
5760 LAUDER ST
FORT MYERS BEACH FL 33931

SHAW ALLISON
1643 86TH CT
INVER GROVE HEIGHTS MN 55077

MARRETT SCOTT & KATIE
311 WESTVIEW DR
MISSOULA MT 59803

ANDERSON JOHN + GERALDINE B
5790 LAUDER ST
FORT MYERS BEACH FL 33931

5709 ESTERO BLVD LLC
1605 W UNIVERSITY PKWY
SARASOTA FL 34243

VIDALIN JOHN A & CAROL T
5719 ESTERO BLVD
FORT MYERS BEACH FL 33931

CHILDS MICHAEL JAMES
5731 ESTERO BLVD
FORT MYERS BEACH FL 33931

CHILDS MICHAEL JAMES TR
5731 ESTERO BLVD
FORT MYERS BEACH FL 33931

WORNOCK FRED TR
5755 ESTERO BLVD
FORT MYERS BEACH FL 33931

DOERING PAUL K
308 4TH STREET NE
MASSILLON OH 44646

CLOSSON ROBERT G JR &
8111 BEAVER HILLS LN
CEDAR FALLS IA 50613

KUHLMEY MICHAEL + SUSAN
LINDENALLEE 72
NEURUPPIN 16816
GERMANY

TISONE ROBERT G &
244 STERLING AVE
FORT MYERS BEACH FL 33931

BALDRIDGE ROBERT A + DIANE K
131 FALKIRK ST
FORT MYERS BEACH FL 33931

BROWN DAVID MICHAEL
5 CORNWALL ST NW
LEESBURG VA 20176

MITKUS RAYMOND + LESLIE
PO BOX 263
CHATHAM MA 02633

ALEXANDER JAMES M TR
18 RIVERVIEW RD
MONMOUTH BEACH NJ 07750

SMV US HOLDING CORP
24890 EBRO CT
BONITA SPRINGS FL 34135

HARKINS SCOTT ALAN
1165 MANITOU AVE
STEAMBOAT SPRINGS CO 80487

DRAKE WILLIAM C
PO BOX 5226
FORT MYERS BEACH FL 33932

DAVIES ROBERT D + MARILYN M
5775 LAUDER ST
FORT MYERS BEACH FL 33931

RODRIGUEZ WILFREDO
8880 NW 2ND ST
CORAL SPRINGS FL 33071

REID SONDR R +
5741 LAUDER ST
FORT MYERS BEACH FL 33931

MILLER MICHAEL
5731 LAUDER ST
FORT MYERS BEACH FL 33931

VANASSE PATRICK +
5711 LAUDER ST
FORT MYERS BEACH FL 33931

BENAK RONALD J + GRACIE N
210 STERLING AVE
FORT MYERS BEACH FL 33931

CECE DOMINIC J JR TR
220 STERLING AV
FORT MYERS BEACH FL 33931

CAWOOD HEIDI GROTTENDICK
7006 SKI CLUB RD
HARRISON TN 37341

NIENHAUS KENNETH J + LAURIE S
124 FALKIRK ST
FORT MYERS BEACH FL 33931

KING KENNETH E & NINA MARIE
271 STERLING AVE
FORT MYERS BEACH FL 33931

VIOLA JOHN T & ALLISON
235 STERLING AVE
FORT MYERS BEACH FL 33931

HARRIS STEVEN G + CARIE ANN
231 STERLING AVE
FORT MYERS BEACH FL 33931

MURPHY FREDERICK J + ROBIN J
65 MURPHY WAY
AUBURN NY 13021

STEWART ROBERT K + SHERRY L
745 INDIANAPOLIS RD
MOORESVILLE IN 46158

LAVALLEE PAUL F TR
PO BOX 6930
FORT MYERS BEACH FL 33932

DIBIASI LEO J TR
12071 MCGREGOR BLVD
FORT MYERS FL 33919

CHRISTENSON RICK
7202 CHILLICOTHE RD
MENTOR OH 44060

BHATNAGR PIYUSH
1675 FLOWERS CROSSING DR NE
GRAND RAPIDS MI 49525

SULLIVAN MARK J
PO BOX 770
SUFFIELD CT 06078

LELAND PROPERTIES LLC
PO BOX 210
KILLDEER ND 58640

BOWMAN KEITH H + SHERYL A
9 PEPITA ST
FORT MYERS BEACH FL 33931

CASSEL JOSEPH G + ROSALIE A
11 PEPITA ST
FORT MYERS BEACH FL 33931

ENTIN JOSHUA M & MONIKA H
17466 SW 35TH CT
MIRAMAR FL 33029

WALLACE LINDA
15 PEPITA ST
FORT MYERS BEACH FL 33931

BARNES ROGER B JR
18 PEPITA ST
FORT MYERS BEACH FL 33931

BOUGOULAS JAMES &
2037 W CUYLER AVE
CHICAGO IL 60618

FLOYD MELISSA A TR
189 TOPANGA DR
BONITA SPRINGS FL 34134

HENDRIX GAYLORD TR +
877 N 400 EAST RD
MILMINE IL 61855

MEZESKE PHILIP J + BARBARA K
10 PEPITA ST
FORT MYERS BEACH FL 33931

SULLIVAN MARK J
358 HALLADAY DR
WEST SUFFIELD CT 06093

UNKNOWN HEIRS OF
6 PEPITA ST
FORT MYERS BEACH FL 33931

LUCIANO DAVID A + JOAN E +
18 FAIRFIELD ST
WEBSTER MA 01570

MURPHY JAMES P + MARY ANN
2 PEPITA ST
FORT MYERS BEACH FL 33931

LEOPOLD VICTORIA TR
310 LAZY WAY
FORT MYERS BEACH FL 33931

BEACH BREEZE DEVELOPMENT LLC
23445 RED ROOT COURT
ESTERO FL 34134

BEACH BREEZE DEVELOPMENT LLC
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ESTERO FL 34134

BEACH BREEZE DEVELOPMENT LLC
23445 RED ROOT COURT
ESTERO FL 34134

1. **Requested Motion:**

Meeting Date: October 4, 2021

Special Event- 11 th Annual Putt & Pub Crawl

Why the action is necessary:

Ord. 20-17

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Ord. 20-17

4. **Submitter of Information:**

5. **Background:**

The award ceremony for the 11th Annual Putt & Pub Crawl will be held in the parking lot of 319/320 Old San Carlos. There will be tables, chairs, catering, DJ and porta potties. This event has been approved in the past.

Attachments:

1. 211257 Putt & Pub Crawl Application

Financial Impact:

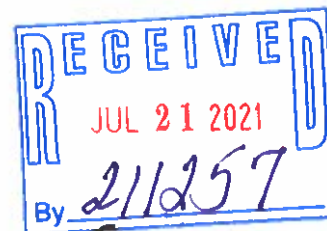
6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 9/24/2021
Approved - 9/27/2021
Approved - 9/27/2021
Approved - 9/27/2021
Final Approval - 9/28/2021



Town of Fort Myers Beach

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

Name of event **Putt & Pub Crawl - 11th Annual - The Mulligan Year**

Attach separate sheet of paper with detailed description of event

Date(s) and times of event **January 15, 2022 - 10:00 a.m. - 7:00 p.m.**

Address of event **318/320 Old SANCARLOS BLVD**

Expected #

of participants/attendees **250** **Fort Myers Beach Woman's Club**

Sponsoring Organization **PO Box 2786, Fort Myers Beach, FL 33932** Contact

Organization address **Dawn Thomas - 608.577.7507**

Person/Phone# **dawn@2sunsmtkt.com**

E-mail **Amplified Music Y ☒ N ☐ 500 Ft Notifications ☒ Copy of Letter ☒**

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

How many Spaces? **N/A** How many hours

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

Letters of Permission to use Property **Y**

Letters of Permission to use **Parking N/A** Parking Plan

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

Requesting Water Y ☐ N ☒ Electric Y ☐ N ☒

Requires Council Approval:

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

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

Applicant Signature **Dawn Thomas**

Applicant to Complete:

Company managing trash removal: Advanced Disposal

No. of dumpsters: N/A Type of dumpsters: _____

Who is responsible for clean-up and payment: Each location responsible for own trash

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

To be completed by Town Hall employees:

FMB Public Works: ✓

Public Works remarks: _____

Approval: _____ Date: _____

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

FMB Environmental Sciences remarks: ✓ _____

Approval: _____ Date: _____



Permit #: 211257

Permit Date: 07/21/2021

Review Date: 07/21/2021

Permit Type:

Review Type: Public Works

Target Date: 07/21/2021

Scheduled Time: 00:00

Completed Date:

Description:

Review Status: Approved

Assigned To: Martin Pitts

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

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

Property Information

Parcel#: 244623W3002030020

RICHARD JOHN W TR

318/320 OLD SAN CARLOS BLVD

Zoning: CPDLot: 0020Block: 00203

RICHARD JOHN W TR

237 OLD SAN CARLOS BLVD

FORT MYERS BEACH, FL 33931

Patty Prevost

From: Fort Myers Beach <wo@iworq.net>
Sent: Thursday, July 29, 2021 9:59 AM
To: Patty Prevost
Subject: Fort Myers Beach Permit # 211257

Click [Here](#) to open review



Permit #: 211257

Permit Date: 07/21/2021

Review Date: 07/21/2021

Permit Type:

Review Type: Environmental Review

Target Date: 07/21/2021

Scheduled Time: 00:00

Completed Date: 07/29/2021

Description:

Review Status: Reviewed w/ Conditions

Assigned To: Chadd Chustz

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

The event shall comply with the Town of Fort Myers Beach Ordinance & Land Development Code. Special event permit holders are responsible for ensuring that the area where the event is held is free of all litter and debris within 24 hours of the time the special event ends. In the event this section is not complied with, the town manager has the authority to contract with a cleaning service and the cost of the cleanup will be the responsibility of the permit holder (Sec. 22-12).

07/29/2021

No person shall make, continue or cause to be made or continued any noise disturbance in accordance with Land Development Code Sec. 14-23. Noises resulting from a special event authorized pursuant to chapter 22 of the Land Development Code are excepted; provided, such noises are in compliance with any specific limitations as set forth within the special event permit. If no specific limitations are set forth in the special event permit, the provisions of Land Development Code Sec. 14-23 shall fully apply.

Property Information

Parcel#: 244623W3002030020

RICHARD JOHN W TR

RICHARD JOHN W TR

237 OLD SAN CARLOS BLVD

FORT MYERS BEACH FIRE DEPT
100 Voorhis St, Fort Myers Beach, FL 33931

Tel (239) 590-4205
Fax (239) 432-1554

Fire Guards: (how many?) N/A

Fee: _____

Flammable Vegetation: Not Permitted

First Aid Equipment: _____

Fire Extinguishing Equipment: Two (2) state tagged fire extinguishers are required for awards ceremony space. (minimum size 2A10BC)

Special Arrangements: _____

Jennifer Campbell

Print Name

Jennifer Campbell
Approval Signature

7-12-21

Date

PREVENTION@FMBFIRE.ORG – For Fire Department Handbook and additional application.

LEE COUNTY SHERIFF'S DEPT Tel (239)477-1830 Fax (239)432-0268
15650 Pine Ridge Road, Fort Myers, FL 33908

Parking: N/A

Deputies (how many?) N/A

Traffic Control: _____

Fees: _____

Special Arrangements: _____

Print Name

Approval Signature

Date



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931

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

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

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

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

FOR MAJOR EVENTS ONLY CONTACT

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

Comments: _____

Florida DEP Approval: _____ Date: _____

FMB Fire Department

Tel (239) 590-4205

Fax (239) 432-1554

100 Voorhis St. Fort Myers Beach, FL 33931

FMB Fire Comments:

Approval: _____ Date: _____

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

15650 Pine Ridge Rd Fort Myers, FL 33908

Comments:

Parking for the event will be in authorized areas only. Right-of way must not be impeded. Paid & private parking lots should be used. All amplified sound

must adhere to the Town of Ft Myers Beach noise ordinance. All participants must obey all pedestrian traffic laws while walking to each

location & must use all established walkways, crosswalks, & pathways. Alcohol will be sold at each location as a course of normal business & will remain on premises.

Approval: Captain [Signature] [Signature] Date 8/26/2021

11th Annual
Putt & Pub Fundraiser
Awards Ceremony





Set up of the Awards Ceremony for the 11th Annual Putt & Pub Crawl.

Food/catering getting there at 3:00 p.m.

Tables & Chairs: Setup will take place between 12:00 p.m. – 2:00 p.m.
 Breakdown will be done between 7:00 p.m. – 9:00 p.m.

Porta Potties: Will be delivered Friday mid-afternoon, and picked up Monday morning before 11:00 a.m. (2)

DJ will get there around 3:30 for set up and with breakdown will be gone by 7:30 p.m.



Description of Event

This will be the 11th Annual Putt & Pub Crawl – The Mulligan Year – which will raise funds for area nonprofit organizations, on Saturday, January 15th, 2022.

Nine Local establishments build a “goofy golf” hole, and participants play all nine holes and then an awards dinner/celebration is held.

The event begins at 10:00 a.m. and the participants must finish the course by 5:00 p.m. The awards ceremony in 5:00 p.m. – 7:00 p.m.

Because all of the restaurants in the downtown area are limited to the number of people (occupancy), and the event has grown to approximately 250 people, like last year, the awards ceremony will be held outside. We are hosting the awards ceremony at the corner of 318/320 Old San Carlos, a fenced parking lot. The owner, John Richard has donated the space for the event. Food will be catered, and porta potties will be provided.

Volunteers from the participating nonprofit organizations will be setting up and taking down all of the tables and chairs, collecting and removing any garbage at the from the establishment.

All of the establishments that are hole sponsors will have their “holes” with in the premises of their property.



**11th Annual Putt & Pub Crawl - The Mulligan Year
January 15, 2022
COVID Accommodations**

The following measures will be taken to keep participants, volunteers and business employees safe during the 11th Annual Putt & Pub.

- All players will be notified, prior to the event of local COVID guidelines if there are any changes to the current CDC guidelines and Florida and Town Laws regarding COVID.
- Businesses will be provided with disinfecting wipes (to wipe down putters between users), and hand sanitizer.
-

Fort Myers Beach Woman's Club 175 Sterling Avenue PO Box 2786 Fort Myers Beach, FL 33932

<http://fmb-wc.org> Phone: (239) 765-1417



June 23, 2021

To: Town of Fort Myers Beach

Re: Permit Application Letter of Permission to use Property

2022 Putt & Pub Crawl

Please let this letter serve as authorization that I have allowed the Fort Myers Beach Woman's Club and Fort Myers Beach Chamber of Commerce, to use my parking lot at 318/320 Old San Carlos, Fort Myers Beach for the day of January 15th, 2022 for the Awards Ceremony Dinner.

I am aware that there will be a caterer, bathrooms, table & chairs and entertainment from the hours of 4:00 p.m. – 7:00 p.m.

A handwritten signature in black ink, appearing to read "John Richard". The signature is written in a cursive style with a large, sweeping initial "J".

John Richard

Fort Myers Beach Woman's Club 175 Sterling Avenue PO Box 2786 Fort Myers Beach, FL 33932

<http://fmb-wc.org> Phone: (239) 765-1417



December 01, 2021

500 Foot Notification of Event – January 15, 2022

To Neighboring Properties of 943 3rd Street & 343 Old San Carlos:

Please let this notice serve that we are having an Awards Dinner Ceremony on Saturday, January 15th, 2022 from the hours of 4:00 p.m. – 7:00 p.m. in the parking lot stated above. This event will have a DJ for some music, but will additionally be announcing awards for the day's fundraiser. This will be the 9th year of this event, fundraising for our Town. This year's recipients will be nine area nonprofit organizations.

We will have a caterer, bar, toilets, tables and chairs. If you have any questions or concerns, please contact the Town Manager at 2525 Estero Blvd. Fort Myers Beach, FL 33931 by January 01, 2022

Dawn Thomas
608.577.7507
dawn@2sunsmkt.com



List Size: 112

OwnerName
HOUSEBOAT LLC
OLD SEAPORT PLACE INC
FREELAND GEORGE T
OLD SEAPORT PLACE INC
OLD SEAPORT PLACE INC
TPH-FMB I LLC
RICHARD JOHN W TR
OLD SEAPORT PLACE INC
FREELAND GEORGE T
OLD SEAPORT PLACE INC
FREELAND GEORGE T
FIRST STREET RESTAURANTS INC
ESTERO BAY HOTEL COMPANY
HOUSEBOAT LLC
TEN ELEVEN THIRD STREET LLC
HOUSEBOAT LLC
ALN BEACHVIEW LLC
ALN BEACHVIEW LLC
ESTERO BAY HOTEL COMPANY
ESTERO BAY HOTEL COMPANY
PIERHOUSE-FT MYERS BEACH LTD
HOUSEBOAT LLC
SOB INC
RICHARD JOHN W TR
RICHARD JOHN W
STINGRAYS RAW BAR INC
HOLLAND DENNIS TR
LIGHTHOUSE ISLAND RESORT INC
TPH-FMB I LLC
TOWN OF FORT MYERS BEACH
FREEMAN WILLIAM T + COLLEEN C
FREEMAN WILLIAM T + COLLEEN C
INTERNATIONAL CAPITAL
ANDERSON BRENT KORY &
MOSTEIRO CHRISTOPHER C +
HOULIHAN MARY N TR
DUDDY KATHLEEN & BRIAN TR
GREGG LEAH
URIAN JULIE A
FREELAND GEORGE T
TOMAILO FRANKLIN L + GLORIA J
932 THIRD STREET LLC
DUDDY BRIAN PATRICK TR
FOSTER STEPHEN ALLEN
TYRELL PETER +
RICHARD JOHN W TR
BAHAN SUZANNE E +
PURTELL JAMES F TR
BOYD TODD & JULIE
MARINA VILLAGE AT SNUG HARBOR
HARBOR HOUSE AT THE INN CONDO
L & R PROPERTIES OF SOUTHWEST
L & R PROPERTIES OF SOUTHWEST
JENKINS FMB LLC
FIVE MILE STRETCH
BENNETT CHAD & LINDY
BEACH AT HARBOR HOUSE LLC
STUDE INVESTMENTS LLC
WILHELM THOMAS D + LYNNE E N
FRASCHETTI EDWARD TR
FRASCHETTI EDWARD TR
FLORIDA CONFERENCE ASSOCIATION
BUTCHER JEFFERY S
BOWLING LARRY L +
RUDNER BONNIE J + BERNARD B TR
SERRA LUIGI
BLAIN GAIL
HARBOR HOUSE AT THE INN CONDO
PROVENZANO FRANK R + KELLY L
SOLANS ENRIC + ANTOINETTE
DIVITO JAMES & LAURIE
WEBER ROBERT + LINDA
KNISELY JAMES E + DEBRA M
ADVANTAIRA TRUST LLC
FINCH WADE J + REBECCA J
MYLES FLORIDA LLC
RUFENACHT RICHARD F TR
BUTCHER JEFFERY S &
BUCHINGER DAVID
FRASCHETTI EDWARD TR
IMPACT USA INC

OwnerName2	MailAddress
JAMES FIGUERADO	237 OLD SAN CARLOS BLVD
	489 MADISON CT
	450 HARBOR CT
JAMES FIGUERADO	489 MADISON CT
	489 MADISON CT
	103 15TH AVE NW STE 200
JAMES FIGUERADO	237 OLD SAN CARLOS BLVD
	489 MADISON CT
JAMES FIGUERADO	4830 GRIFFIN BLVD
	489 MADISON CT
	4830 GRIFFIN BLVD
	440 OLD SAN CARLOS BLVD
	418 CRESCENT ST
	237 OLD SAN CARLOS BLVD
	450 DONORA BLVD
	237 OLD SAN CARLOS BLVD
	615 CAPE CORAL PKWY W # 104
	12601 LAS OLAS LANE UNIT 123
	416 CRESCENT ST
	416 CRESCENT ST
	1000 ESTERO BLVD
	237 OLD SAN CARLOS BLVD
	340 OLD SAN CARLOS BLVD
	237 OLD SAN CARLOS BLVD
	237 OLD SAN CARLOS BLVD
	250 OLD SAN CARLOS BLVD
	570 KULAIWI DR
	1051 FIFTH ST
	103 15TH AVE NW STE 200
FINANCE DEPT	2525 ESTERO BLVD
	15341 KILBIRNIE DR
	15341 KILBIRNIE DR
	20 N MARTINGALE RD STE 180
	13302 COACHFORD AVE
	923 THIRD ST
	917 THIRD ST
	14 STETSON PL
	253 PALERMO CIR
	432 BONITA ST
	4830 GRIFFIN BLVD
	934 THIRD ST
	932 THIRD ST
	14 STETSON PL
	914 THIRD ST
	6 BURLEIGH ROAD
	237 OLD SAN CARLOS BLVD
	169 OLD SAN CARLOS BLVD
	855 LAGOON ST
	39 N SHORE RD
	PO BOX 2430
	798 CYPRESS LAKE CIR
	798 CYPRESS LAKE CIRCLE
	4407 SE 18TH PL
	2480 SHIPS WATCH CT
	214 SANGRIA DR
	2782 REYNOLDSBURG NEW ALBANY RD
	483 LUNA BELLA LANE
	1303 PALISADES DR
	450 OLD SAN CARLOS BLVD #312
	450 OLD SAN CARLOS BLVD #312
	351 S STATE ROAD 434
	1114 N COURT ST # 189
	1591 BATTLESBURG ST SE
	417 NW 14TH ST
	5490 PRINCE EDWARD AVE # 30
	450 OLD SAN CARLOS BLVD #216
	PO BOX 152047
	2725 LOMBARDY CRES
	1821 BOULDER DR
	27 RUSHMORE RD
	798 CYPRESS LAKE CIR
	322 BOWERS AVE NW
	6410 COPPERLEAF CT
	711 1ST AVE NW
	2184 LOCKLIN LN
	W6379 WALD RD
	1114 N COURT ST
	465 S WEST ST # 8
	450 OLD SAN CARLOS BLVD #312
KENNETH W HELMS	19350 LAUREN WAY

MailAddress2	MailCity	MailState	MailZip
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	WILLMAR	MN	56201
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS	FL	33908
	FORT MYERS BEACH	FL	33931
	FORT MYERS	FL	33908
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	CAPE CORAL	FL	33914
	FORT MYERS	FL	33910
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	WAILUKU	HI	96793
	FORT MYERS BEACH	FL	33931
	WILLMAR	MN	56201
	FORT MYERS BEACH	FL	33931
	FORT MYERS	FL	33912
	FORT MYERS	FL	33912
	SCHAUMBURG	IL	60173
	ROSEMOUNT	MN	55068
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	DUXBURY	MA	2332
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	DUXBURY	MA	2332
	FORT MYERS BEACH	FL	33931
	HEMEL HEMPSTEAD	HP2	4PT
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	HAMILTON PARRISH	FL	04
	FORT MYERS BEACH	FL	33932
	FORT MYERS	FL	33919
	FORT MYERS	FL	33919
	CAPE CORAL	FL	33904
	VIRGINIA BEACH	VA	23451
	VINE GROVE	KY	40175
	BLACKLICK	OH	43004
	NEW SMYRNA BEACH	FL	32188
	APPLETON	WI	54915
	FORT MYERS BEACH	FL	33931
	FORT MYERS BEACH	FL	33931
	ALTAMONTE SPRINGS	FL	32714
	MEDINA	OH	44256
	EAST SPARTA	OH	44626
	CAPE CORAL	FL	33993
	NIAGARA FALLS	ON	L2G 0G5
	FORT MYERS BEACH	FL	33931
	CAPE CORAL	FL	33915
	LASALLE	ON	N9H 2L8
	MOUNT PROSPECT	IL	60056
	FOX LAKE	IL	60020
	FORT MYERS	FL	33919
	NEW PHILADELPHIA	OH	44663
	HOLLAND	MI	49423
	BRITT	IA	50423
	WEST BLOOMFIELD	MI	48324
	MONROE	WI	53568
UNIT 189	MEDINA	OH	44256
	VASSAR	MI	48768
	FORT MYERS BEACH	FL	33931
	STRONGSVILLE	OH	44149

IMPACT USA INC	KENNETH W HELMS	19350 LAUREN WAY	STRONGSVILLE	OH	44149
DJURIN GORAN & BRANKICA		8954 ELSMERE DR	PARMA	OH	44130
T & B II PROPERTY GROUP LLC		2214 LOCKLIN LANE	WEST BLOOMFIELD	MI	48324
CALLAHAN DANIEL A TR		105 110TH ST	SEATON	IL	61476
MILLER BRIAN		112 MILLER RD	SPRING MILLS	PA	16875
T + J HOMES SWFL LLC		450 OLD SAN CARLOS BLVD #G101	FORT MYERS BEACH	FL	33931
LARSEN DANIEL S TR		2810 ESTERO BLVD UNIT 711	FORT MYERS BEACH	FL	33931
LARSEN DANIEL S TR		2810 ESTERO BLVD UNIT 711	FORT MYERS BEACH	FL	33931
HARBOR HOUSE AT THE INN		PO BOX 152047	CAPE CORAL	FL	33915
HARBOR HOUSE AT THE INN CONDO		PO BOX 152047	CAPE CORAL	FL	33915
LAVALLE TAYLOR		840 ESTERO BLVD	FORT MYERS BEACH	FL	33931
OLD SAN CARLOS INN DEVELOPMENT		416 CRESCENT ST	FORT MYERS BEACH	FL	33931
HARBOR HOUSE AT THE INN CONDO		450 OLD SAN CARLOS BLVD	FORT MYERS BEACH	FL	33931
ESTERO BAY HOTEL COMPANY		414 CRESCENT ST	FORT MYERS BEACH	FL	33931
ESTERO BAY HOTEL CO		416 CRESCENT ST	FORT MYERS BEACH	FL	33931
REDENIUS RICHARD R + NANCY G		5218 WILLIAMS DR	FORT MYERS BEACH	FL	33931
ASHLAND PROPERTIES		10940 S PARKER RD #512	PARKER	CO	80134
ESI BROKERAGE LLC		7115 KALMAZOO AVE SE STE B	CALEDONIA	MI	49316
MCMANUS LARRY E +		1001 MELWOOD DRIVE NE	WARREN	OH	44483
KOLAR THOMAS F + MELINDA D		277 PRIMO DR	FORT MYERS BEACH	FL	33931
GRANT JOSEPH H + DORIS M		320 CRESCENT ST	FORT MYERS BEACH	FL	33931
GRANT JOE H		320 CRESCENT ST	FORT MYERS BEACH	FL	33931
LIGHTHOUSE ISLAND RESORT INC		1051 5TH ST	FORT MYERS BEACH	FL	33931
REICH EUGENE E + DORIS F TR		6115 POND VIEW DR	EXCELSIOR	MN	55331
CHIPPEWA LAND LLC		11577 HIBNER	HARTLAND	MI	48353
ESTERO BAY HOTEL COMPANY		416 CRESCENT ST	FORT MYERS BEACH	FL	33931
OLD SEAPORT PLACE INC	JAMES FIGUERADO	489 MADISON CT	FORT MYERS BEACH	FL	33931
OLD SEAPORT PLACE INC	JAMES FIGUERADO	489 MADISON CT	FORT MYERS BEACH	FL	33931
OLD SEAPORT PLACE INC	JAMES FIGUERADO	489 MADISON CT	FORT MYERS BEACH	FL	33931
MARINA VILLAGE AT SNUG HARBOR		645 OLD SAN CARLOS BLVD #2	FORT MYERS BEACH	FL	33931
MARINA VILLAGE AT SNUG HARBOR		645 OLD SAN CARLOS BLVD	FORT MYERS BEACH	FL	33931



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER REDISH INSURANCE GROUP, INC. 23180 Fashion Dr. Suite P213 Estero FL 33928		CONTACT NAME: Kyle Daugherty PHONE (A/C, No, Ext): (239) 790-4422 FAX (A/C, No): (888) 384-4718 E-MAIL ADDRESS: kdaugherty@Redishins.com	
INSURED THE FORT MYERS BEACH WOMAN'S CLUB, INC 175 Sterling Ave Fort Myers Beach FL 33931		INSURER(S) AFFORDING COVERAGE INSURER A: Mount Vernon Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL18102904351

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	NPP2567802C	11/20/2021	11/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					CUMULATED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE OED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers Liability		NPP2567802C	11/20/2021	11/20/2022	Claims Made Limit 1,000,000

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

Additional Insured: Town of Fort Myers Beach; Ocean Jewels Ent., Inc., Shipwreck Motel Inc, Houseboat LLC, ShipWreck Treasures INC John Richard, John W. Richard Revocable Trust; 237 Old San Carlos Blvd, Ft Myers Beach, FL 33931

CERTIFICATE HOLDER

CANCELLATION

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach FL 33931	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Fort Myers Beach Woman's Club Putt & Pub 2021

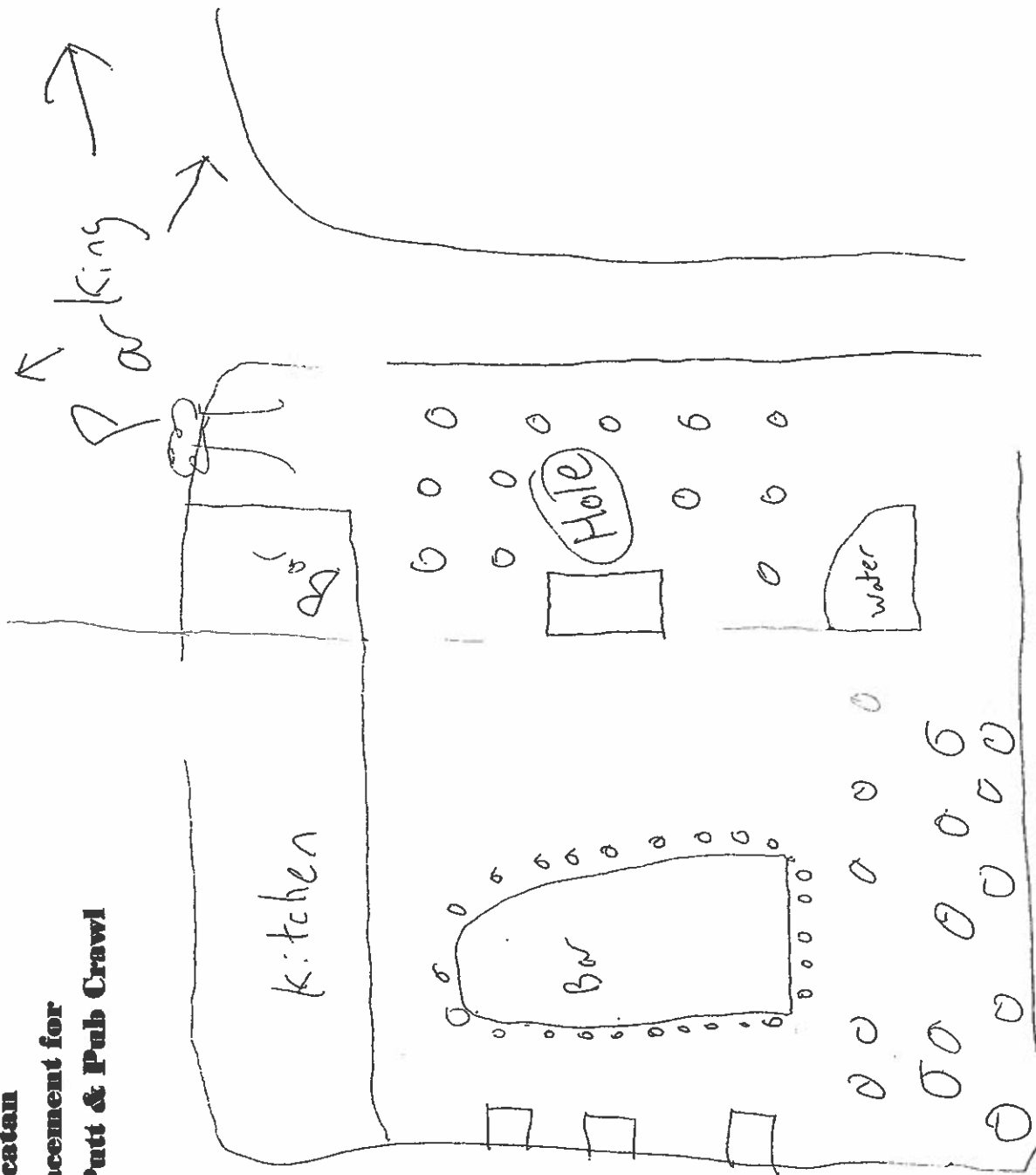
Description of Event: Saturday, January 15th, 2022

- 9 area bars/restaurants hosting outdoor putting greens and golf course manned by Local Non-Profits around the north end of the island. Tables will be set up by non-profits to feature auction items.
 - Nervous Nellies
 - Mantazas ✓
 - Pete's Time Out ✓
 - Mango-Rita's ✓
 - Pierside ✓
 - Shuckers ✓
 - Las Olas ✓
 - Yucatan ✓
 - Salty Crab ✓
- Golfers to walk to participating golf holes.
- Registration will be split up into 9 locations to ensure social distancing.
- Post- Event will take place from 4:30 – 7 pm to highlight winners.
- Covid 19 Protocols and guideline will be followed as per the CDC and Florida State Law
- Set Up of Event – Saturday, January 15th 8 am
- Post Golf Event begins at 4:30 and goes until 7:00 pm

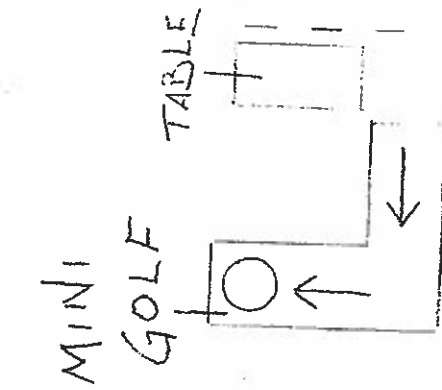
Breakdown of event - Saturday, January 15th at 7:00 pm

- All outdoor items – Dance floor and outdoor lighting will be removed Saturday Evening.

Yucatan
Hole Placement for
11th Annual Putt & Pub Crawl



**11th Annual Putt & Pub Crawl
Site Map for
Shuckers**



BEACH

ROPE D IN AREA

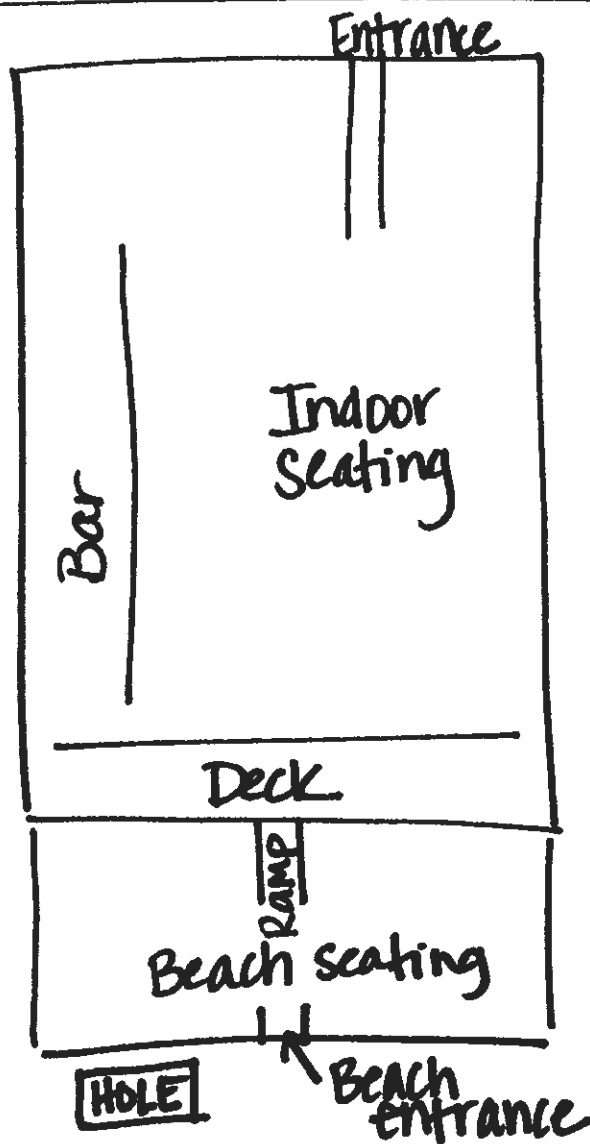
BEACH BAR / SHUCKER'S

Gulf Shore Grill

COTTAGE
BAR

11th Annual Putt+Pub Crawl Hole Placement for Salty Crab

Estero Blvd.



Gulf

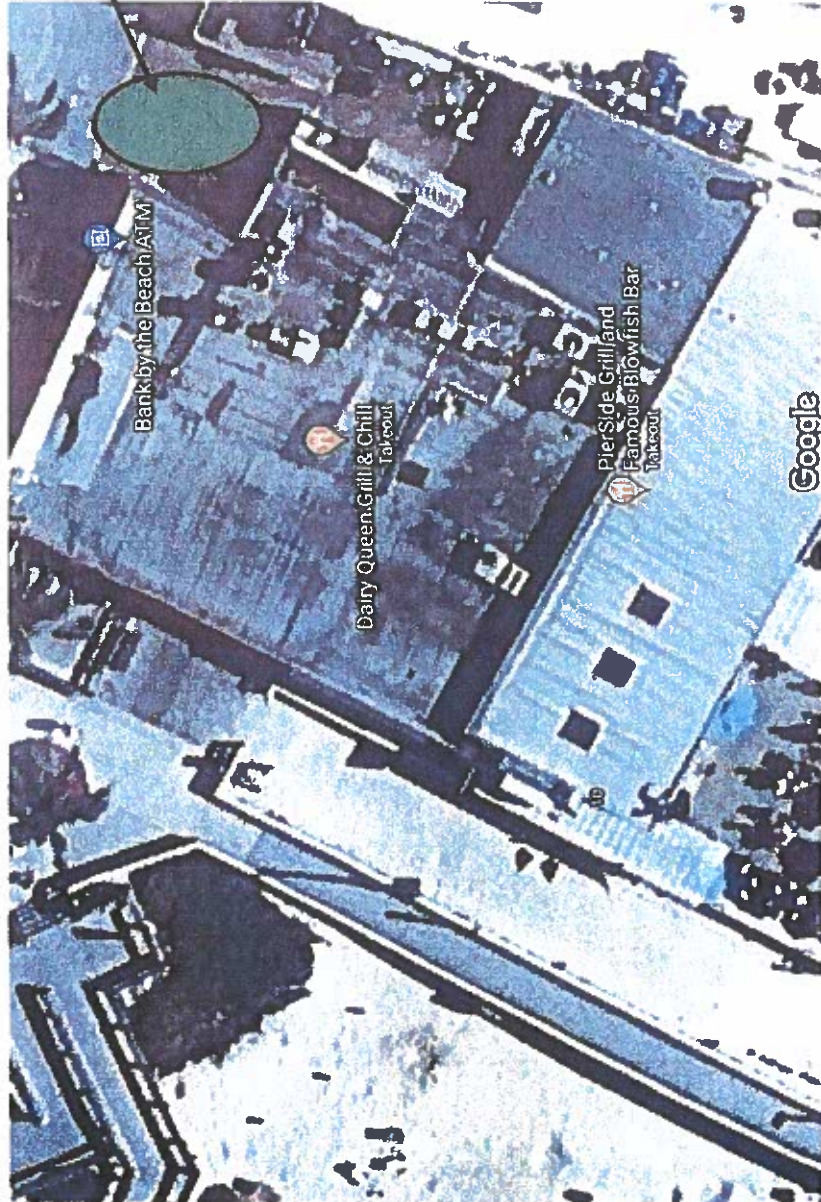
11th Annual

Putt & Pub Crawl

Hole Placement for

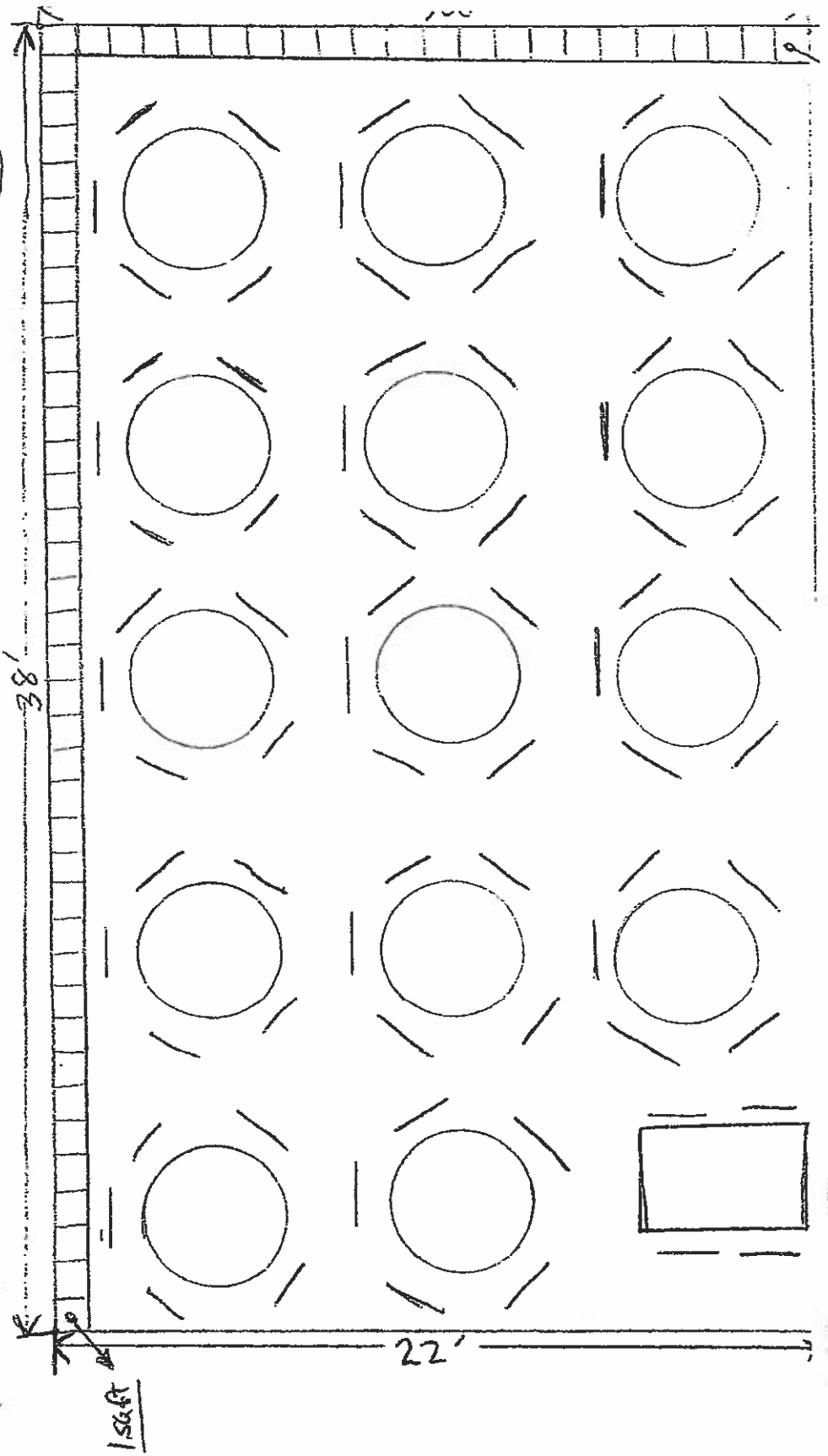
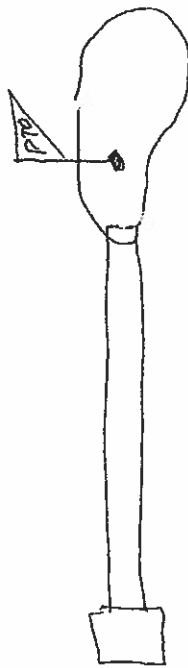
PierSide Grill

Hole Placement

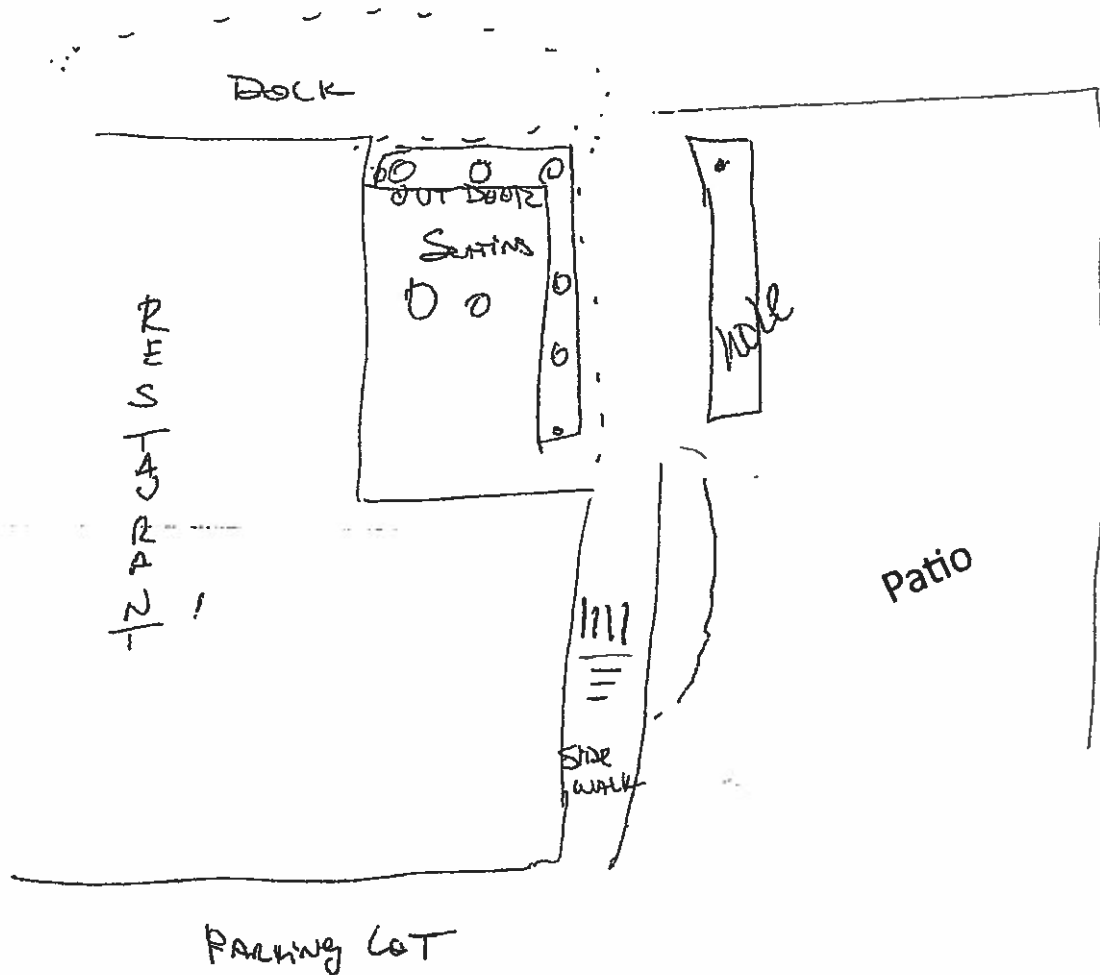


11th Annual Putt & Pub Crawl
Hole Placement

Pete's Time Out

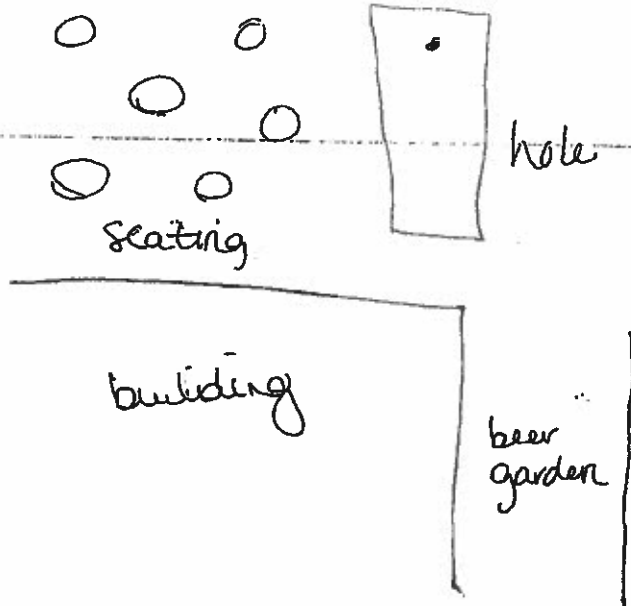


11th Annual Putt & Pub
Hole Placement for
Matanzas Restaurant



NO EXTENSION of Premises Needed

11th Annual
Putt & Pub Crawl
Hole Placement for
La Ola



no extension of premises needed

**Nervous Nellie's
Site Map for
11th Annual Putt & Pub Crawl**



1. **Requested Motion:**

Meeting Date: October 4, 2021

Appoint Members to the FY2021-2022 Local Planning Agency (LPA)

Why the action is necessary:

Two seats on the Local Planning Agency expired September 30, 2021, one vacated July 1, 2021, leaving three vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Ordinance 09-08 amended the membership terms of the Local Planning Agency, providing membership to be composed of no less than five members and no more than seven.

The objectives of the Local Planning Agency (LPA) are to further the welfare of the citizens of town by helping to promote a better, more positive community environment and to ensure that the unique, natural characteristics of the island are preserved.

There are currently five members on the Local Planning Agency, two of whom have a term which expired on September 30, 2021 (Plummer and Swanbeck). One seat became vacant when Daniel Hughes passed on July 1, 2021, leaving three vacancies. **One member: Jane Plummer has submitted an application for reappointment. Karen Swanbeck verbally announced that she would not be re-applying.**

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, September 24, 2021. **The Town received two new applications for the Local Planning Agency: Anita Cereceda and Karen Woodson *.**

*** Per Sec. 34-113(a) of Ordinance 09-08**

Membership on the Local Planning Agency shall not affect a person's eligibility for membership on any other advisory committee for the Town of Fort Myers Beach during his/her term of office.

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Cereceda, Anita
2. Plummer, Jane
3. Woodson, Karen

Financial Impact:

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spsychalski, Administrative Assistant
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/27/2021
Approved - 9/27/2021
Approved - 9/27/2021
Final Approval - 9/28/2021



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☒ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

SEP 29 2021

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I believe that the historical perspective I can bring to the LPa will be of use to the Town as we navigate these next few years of constant change.

Community Involvement:

Former member of Town Council
FMB Community Foundation
FMB Womens Club
Times Square Merchants Assn

Interests / Activities:

Travel, Politics, Art, Theatre

You may attach a resume in addition to the above information.

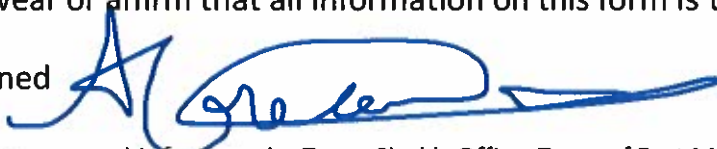
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

09/29/20

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☒ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

AUG 31 2021

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I think it is important having institutional knowledge on the LPA. With the loss of Dan Hughes, I am the longest serving member on the LPA. His loss will leave a large hole in the knowledge going back to the beginning our town. I hope that I can bring that prespective forward as you know it is so vital for decision making. Next to Dan, I am the longest seriving LPA member.

Community Involvement:

I have served on the Historical Preservation Board, Bay Oaks Advisory and the Little League. I have held Vice Chair and Chair positions on all of those boards over the years. I am currently Vice Chair on the LPA.

Interests / Activities:

My children and grandchildren, boating, biking, reading and traveling are my biggest joys!

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Special Exemptions form](#) and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Jane B Blummer

Date

08/28/20

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

8/28/2021

LPA Advisory Board Application

Dear Council,

It has been such a rewarding experience to serve on the LPA. I hope you will allow me to continue as I believe I bring a wealth of knowledge to most issues. Being a part of this community is so important to me.

Loosing Dan Hughes will leave a huge hole in our town as far as institutional knowledge is concerned. I hope that I can help with that if you will allow me to continue to serve. No one will ever fill his shoes but I really believe having someone on the LPA who has been around for a while can only help us in these changing times.

I have been involved in the community since 1989 when I moved here from Indiana and purchased the Anchor Inn Cottages. In 1995, I sold the hotel and became a full time Realtor. I also opened a business called Curves on the Island and sold that in 2008. I have raised two children through the Beach School and Bay Oaks and have even had grandchildren go to the Beach School! I love this community and I would like to be involved with it's future.

I would appreciate your support.

Thank you for all you do.

Sincerely,



Jane Plummer



AUG 16 2021

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 08/16/21

Name: Woodson Karen K
Last First Middle initial

Telephone Number: (612) 802-8349

Email Address: kwoodson@aol.com

Home Address: 820 3rd St; Fort Myers Beach FL 33931

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? BORCAB

If yes, when is your term expiration? 1/2023

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☒ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

We purchased our property on FMB in January of 2016 and made this our permanent home September 2018 after our retirement. I spent 40 years in corporate Human Resources and have diverse skills and talents that could positively impact Fort Myers Beach. I have excellent verbal and written communication skills, am a creative problem solver and can influence people with facts and vision.

Community Involvement:

I am currently a member of BORCAB and do volunteer work for the FMB Chamber, Lovers Key State Park and Friends of the Arts. I pride myself on being a good listener and weighing all the facts to make a logical and positive decision. It may not always be the most popular decision; however, it will be well thought out and something I believe.

Interests / Activities:

Interior Design, Cooking, Gardening, Boating, Family & Entertaining

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Haren Woodson

Date

08/16/21

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

AUG 16 2021

Received by: _____

KAREN K. WOODSON
 820 3rd Street
 Fort Myers Beach, FL 33931
Kwoodson@aol.com
 612.802.8349

PROFESSIONAL PROFILE

An energetic, resourceful builder and manager of human resource services and systems. Effective contributor to the organization's bottom line. A strategic partner who places strong emphasis on human capital assessment and development, quality and customer satisfaction. Experience includes:

- Recruitment and Selection
- Organizational Design
- Training and Development in a Cross-Functional Team Environment
- Employee Relations and Orientation
- Performance Management
- Compensation and Benefits
- Policies and Procedures Development
- Legal Compliance and Risk Management
- Champion of Progressive/Human Capital Corporate Culture

CAREER HISTORY

United Health Group, Minneapolis, MN
Director, Talent Acquisition Partner

2008 – 2018

Led Talent Acquisition staffing, internal consulting and project planning for the government businesses of UnitedHealth Care; Medicare, Medicaid and Military. Annual ramp of Medicare Sales and Customer Service teams for open enrollment (2500 hires annually). Expansion into 35 states for the Medicaid business (70,000 hires). Fulfilled Military contract commitment for the TRICARE West division (5000 hires). Member of the Talent Acquisition Leadership Team.

Regis Corporation; Minneapolis, MN
Director, Talent Management

2005 – 2007

Created talent management/talent acquisition infrastructure and selection process for the corporate office of this industry leader in salon services. Managed a team of 5 people in recruitment of exempt and non-exempt employees. Led the design and implementation team for the Authoria Recruitment database management system, resulting in \$1.2 million savings in outside agency fees for direct hires the first year. Negotiated preferred vendor contracts for overload services reducing margins by 35%.

Olson + Co., Inc.; Minneapolis, MN
Human Resource/Office Director

2003 - 2005

Provided all human resource generalist services and office management responsibilities for this privately held advertising/brand management firm; member of the Management Team. Refined company's Mission and Values statement to reflect the true company culture and direction; incorporated values into the existing performance management system. Implemented recruitment and selection process for exempt and non-exempt employees. Interviewed and selected new benefit broker. Revamped health and welfare benefit plans for October, 2003 and 2004 open enrollments. Developed and implemented legally compliant Employee Manual. Initiated confidential employee survey process in conjunction with The Twin Cities Business Journal. As a result, the company was a recipient of the "Great Places to Work" award both in August 2003 and August 2004.

Human Resource Consulting
Independent Consultant

2001 – 2003

Developed relationships with client companies and provided services in the areas of recruitment strategies, nationwide search and project management; professional, exempt employees.

Zamba Corporation; Minneapolis, MN
Chief People Officer; Vice President, Human Resources

2000

Created human resource infrastructure for this national systems integration consulting firm. Member of the Executive Leadership Team. Expanded internal recruitment/retention function from one local recruiter to six, nationwide. Created and implemented the compensation and performance management system for September 2000 focal review process. Revamped 2001 health and welfare benefits from 13 plans and 5 administrators to a single national provider with one administrator, providing better coverage for employees while significantly reducing costs for the company. Developed company-wide policies and procedures handbook.

Select Comfort Corporation; Minneapolis, MN
Vice President, Human Resources (10/95-1/00)
Director, Human Resources (2/93-10/95)

1993 – 2000

Created and developed the human resource function from the start-up phase, 9 employees, to 2000 nationwide. Member of the Senior Management Team. A participative manager emphasizing organizational and individual development, team building/training, and learning organization concepts. Directly supervised 4 Directors covering disciplines of recruitment and selection, training and development, compensation and benefits, and legal compliance/generalist services. Total scope of responsibility included 35 staff members in Minnesota and 2 Generalists in South Carolina and Utah.

Andcor Human Resources; Minneapolis, MN
Account Manager (Support Staff, Inc. merger)

1988 – 1993

Developed relationships with designated client companies by understanding their organization's culture and needs. Introduced creative, proactive solutions and services to clients; these services included: search/recruitment, contract services, and general human resource consulting. Effectively improved client's hiring processes, new employee orientation, performance management, career planning and development, employee retention and succession planning. Identified and managed the account team for each project. Serviced staffing requirements for positions of all levels and areas of expertise.

Support Staff Inc.; Minneapolis, MN
General Manager

1985 – 1988

Involved in all phases of this start-up organization providing recruitment and staffing services to organizations throughout the Twin Cities. Developed profitable new business from a zero-client base. Planned and executed marketing programs in a highly competitive industry. Hired, trained, and supervised recruiters on an ongoing basis.

PROFESSIONAL ASSOCIATIONS AND COMMUNITY ACTIVITIES

- *Human Resource Professionals (HRP)*, member
- *Leader's Circle*, professional women's leadership/development association, member
- *Society for Human Resource Management (SHRM)*, member
- *United Way of Greater Minneapolis*; corporate sponsor of Leaders in Giving program, member of Activities Planning Committee, Promotion/Planning Committee, Speakers Bureau, Loaned Executive
- Current Member *Bay Oaks Recreational Campus Advisory Board (BORCAB)*, *Friends of the Arts (FOA)* and Vice President of *Friends of Lovers Key (FOLKS)*

1. **Requested Motion:**

Meeting Date: October 4, 2021

Appoint Members to the FY2021-2022 Anchorage Advisory Committee (AAC)

Why the action is necessary:

Three seats on the Anchorage Advisory Committee expired September 30, 2021, leaving three vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per Sec. 2 of Ordinance 18-06:

Qualifications and Appointment of members

In addition to qualification, which may be specified for membership by state statutes, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude which in office or has unpaid fines or liens due the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

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

There are currently seven members on the Anchorage Advisory Committee, three of whom have terms which expired September 30, 2021 (Holmes, Eckmann and Ratliff), leaving three vacancies. **Three members: Gregory Holmes, Douglas Eckmann and Mike Ratliff have submitted applications for reappointment.**

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, September 24, 2021. **There are no new applicants for AAC.**

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Eckmann, Douglas
2. Holmes, Gregory
3. Ratliff, Mike

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spsychalski, Administrative Assistant
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/27/2021
Approved - 9/27/2021
Approved - 9/27/2021
Final Approval - 9/28/2021



Town of Fort Myers Beach

AUG 23 2021

Received by: _____

Town of Fort Myers Beach Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

It is an area of interest, and would like to make a contribution to my community

Community Involvement:

Currently serve on the Anchorage Advisory Committee

Interests / Activities:

Native Plant Landscaping

Rowing in Estero Bay

Registered Professional Engineer in Florida

Board Certified Environmental Engineer - American Academy of Environmental Engineers

Board Certified Water Resource Engineer - American Academy of Water Resource

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

D.H. Eckmann

Date

08/23/21

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: AUG 23, 2021

Name: HOLMES GREGORY B
Last First Middle initial

Telephone Number: 305 586 9296

Email Address: TIPSEA2026@aol.com

Home Address: 538 Estero Blvd #702 FMB FL 33931

Mailing Address SAME

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? Anchorage

If yes, when is your term expiration? SEPT 2021

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

AUG 23 2021

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

Re-appointment

Community Involvement:

Church, Sailing, Biking, Sail club

Interests / Activities:

Sailing, Scuba diving, w/ photo
Biking, traveling

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

[Signature]

Date

5/23/21

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Town of Fort Myers Beach

AUG 27 2021

Received by: _____

Today's Date: Aug. 23, 2021

Name: Ratliff Mike
Last First Middle initial

Telephone Number: 239-634-4261

Email Address: rscabobatical@gmail.com

Home Address: 211 Ostege Dr., Ft. Myers Beach, FL 33931

Mailing Address: _____

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? AAC

If yes, when is your term expiration? Oct. 2021

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

Continued interest in making the mooring field an ongoing positive attribute of the whole community.

Community Involvement:

~~Have~~ Have served previously on AAC

Interests / Activities:

Sailing, music, reading, beaching, etc.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed Mike Ratliff

Date

8-23-21

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Requested Motion:**

Meeting Date: October 4, 2021

Appoint Members to the FY2021-2022 Audit Committee

Why the action is necessary:

Two seats on the Audit Committee expired September 30, 2021, one was vacated June 1, 2021, leaving three vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per Sec. 2 of Ordinance 18-06:

Qualifications and Appointment of members

In addition to qualification, which may be specified for membership by state statutes, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude which in office or has unpaid fines or liens due the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

All members of the Audit Committee shall be Town residents who do not have any direct financial or business interests involving the Town. The Town Council may waive the residency requirements by majority vote if there are an insufficient number of applicants who reside in the Town. All members should, through education and experience, possess a basic understanding of governmental financial reporting and auditing. At least one member of the Audit Committee shall have accounting, auditing or related financial management expertise that is specifically relevant to the government sector. The Audit Committee shall advise the Town Council on these matters and other matters pursuant to 218.39 F.S., or any other topic(s) as assigned by the Town Council.

There are currently six members on the Audit Committee, two of whom have terms which expired September 30, 2021 (Lombard and Goggin). One seat became vacant when Daniel Hughes resigned as of June 1, 2021, leaving three vacancies. **Two members: Edward Lombard and John Goggin have submitted applications for reappointment.**

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, September 24, 2021. **There are no new applicants for Audit.**

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Goggin, John
2. Lombard, Edward

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spychalski, Administrative Assistant
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/27/2021
Approved - 9/27/2021
Approved - 9/27/2021
Final Approval - 9/28/2021

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

SEEKING REAPPOINTMENT

Community Involvement:

PUBLIC SAFETY COMMITTEE CHAIRMAN

Interests / Activities:

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

AUGUST 3 2021

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach

AUG 5 2021

Received by: _____

Town of Fort Myers Beach Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 08/04/21

Name: Lombard Edward E
Last First Middle initial

Telephone Number: 463-2703

Email Address: edlombard@msn.com

Home Address: 4137 Bay Beach Lane; #541; Fort Myers Beach, FL 33931

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)? Audit Committee

If yes, when is your term expiration? Sept. 2021

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☒ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

To continue my service to the Committee and Town of Fort Myers Beach. I consider this an honor and privilege.

Community Involvement:

Member of FMB Audit Committee since establishment of the Committee (2013??). Former director and officer of Estero Bay Improvement Association (EBIA). Also, former president of Mason District Home Owner Association (Fairfax County VA) and director of Ravenwood Homeowner Association (Fairfax County, Falls Church, VA).

Interests / Activities:

Golf, travel, Supreme Court activities and history, reading.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Date

08/04/21

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

Edward E. Lombard

Fort Myers Beach, FL
dob: 1/26/34
married to Shirley (56 yrs); 2 children

Academic/Professional background:

BA, Mathematics/Economics, Youngstown State Univ., 1959
MIA (management school), Yale Univ., 1961
MS IE/Economic Planning, Stanford Univ., 1968.

U.S. Congress, Committee on Appropriations, House of Representatives, 1972-2003,
professional staff (non-political); full committee staff; subcommittee staff; staff director
Executive Branch/ Federal Gov. 1965-1971, various management positions
Babcock & Wilcox Corp, operations research, 1964
Brunswick Corp., 1961-1964, corporate planning

U.S. Army, 1956-57, Operations and Intelligence
General partner, real estate investment firm, 1964-1970

Other:

Guest lecturer: U.S. Air Force Academy, Col. Springs, CO; U.S. Air Force School of
Financial Management, Maxwell AFB, Ala.;
Guest speaker: various professional seminars
Part time faculty, statistics, etc., Univ. of Baltimore School of Business
Fairfax County VA, Commissioner of Economic Development (part time appt), circa
1978-1982
Chairman-Mason District Council, Fairfax County VA:1974-1975
Director and Officer (Treasurer): Estero Bay Improvement Association (EBIA), Fort
Myers Beach, FL (2012-2021)

Personal Interests, etc.

Golf; surf fishing; foreign travel; reading (particularly Supreme Court); music, esp.
progressive jazz; legal research; various professional organizations during career;
homeowner associations; coached youth baseball/basketball

Awards, recognitions:

Named to "Fabulous 50" (top 50 Congressional staff) by Roll Call newspaper, aprrx 8-10
consecutive years
National Institute of Public Affairs award recipient in systematic analysis
Bronze medal, U.S. Department of Commerce, 1972

1. **Requested Motion:**

Meeting Date: October 4, 2021

Appoint Members to the FY2021-2022 Bay Oaks Recreational Campus Advisory Board (BORCAB)

Why the action is necessary:

Four seats on the Bay Oaks Recreational Campus expired September 30, 2021 leaving four vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per Sec. 2 of Ordinance 18-06:

Qualifications and Appointment of members

In addition to qualification, which may be specified for membership by state statutes, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude which in office or has unpaid fines or liens due the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

The purpose of Bay Oaks Recreational Campus Advisory Board (BORCAB) is to serve the Town as a community center and recreational facility providing individuals and groups passive and active recreational, social and community activities and events for both residents and visitors.

BORCAB members shall work closely and in cooperation with the Parks and Recreation Director and advise the Town Council regarding matters concerning the Bay Oaks Recreational Campus and the Community Pool, or any other topics as assigned by the Town Council.

There are currently seven members on BORCAB, four of whom have terms which expired September 30, 2021 (Guidry, Hill, Sweeten and Woodson), leaving four vacancies. **Four members: Rebecca Guidry, Barbara Hill *, Holly Sweeten and Karen Woodson * have submitted an application for reappointment.**

*** Per Sec. 6(c) of Ordinance 18-06**

A member may not be a member of another Town of Fort Myers Beach board or committee unless this prohibition is specifically waived by the Town Council during their appointment.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on

Friday, September 24, 2021. **There are no new applicants for BORCAB.**

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Guidry, Rebecca
2. Hill, Barbara
3. Sweeten, Holly
4. Woodson, Karen

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spychalski, Administrative Assistant
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/27/2021
Approved - 9/27/2021
Approved - 9/27/2021
Final Approval - 9/28/2021



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: Aug. 25, 2021

Name: Guidry Rebecca D
Last First Middle initial

Telephone Number: 985-215-0486

Email Address: becguidry@gmail.com

Home Address: 321 Seminole Way, Fort Myers Beach, FL 33931

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? BORCAB

If yes, when is your term expiration? October 2021

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☒ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

AUG 26 2021

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I have been a member of BORCAB since February 2021. We are currently in the midst of approving the 60% site plan. I am dedicated to BORCAB and am looking forward to continued involvement.

Community Involvement:

BORCAB member since Feb. 2021.
Co-coach U6 FMB Soccer 2019.
Coach U6 FMB Soccer 2020.

Interests / Activities:

Cooking, camping, crafting, traveling, boating, paddle boarding, fishing, beach activities, hanging out with my friends & family.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Berni Gf

Date

Aug. 25, 2021

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach

AUG 24 2021

Received by: _____

Town of Fort Myers Beach Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 8/24/2021

Name: Hill Barbara A.
Last First Middle initial

Telephone Number: 239-293-3803

Email Address: barbarahill@comcast.net

Home Address: 340 Madison Ct. FMB 33931

Mailing Address SAME

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? BORCAB, CELCAB

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☒ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

continue my support for
Bay Oaks programs and operations

Community Involvement:

CELCAB - since 2011

Interests / Activities:

family, community activity, travel,
exercise programs

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Barbara Hill

Date

8/24/2021

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard,
Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 8/24/2021

Name: Sweeten Holly E
Last First Middle initial

Telephone Number: 239-218-0625

Email Address: hollysweeten22@gmail.com

Home Address: 226 Miramar St. Fort Myers Bch. FL 33931

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? BORCAB

If yes, when is your term expiration? October

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☒ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Town of Fort Myers Beach

AUG 24 2021

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I enjoy Bay Caks and am looking forward to all the improvements

Community Involvement:

Soccer, baseball, yoga, frisbee golf, exercise

Interests / Activities:

athletics, childrens activities, health

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Holly Sweet

Date

8/24/21

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☐ No ☒

Are you a resident within the Town's jurisdiction? Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction? Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I currently sit on the Board of BORCAB and this is a request to reinstate me for my next term. My current term expires October, 2021

Community Involvement:

I am currently a member of BORCAB and do volunteer work for the FMB Chamber, Lovers Key State Park and Friends of the Arts. I pride myself on being a good listener and weighing all the facts to make a logical and positive decision. It may not always be the most popular decision; however, it will be well thought out and something I believe.

Interests / Activities:

Interior Design, Cooking, Gardening, Boating, Family & Entertaining

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ☐ No ☐

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed *Karen Woodson*

Date

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

KAREN K. WOODSON
820 3rd Street
Fort Myers Beach, FL 33931
Kwoodson@aol.com
612.802.8349

PROFESSIONAL PROFILE

An energetic, resourceful builder and manager of human resource services and systems. Effective contributor to the organization's bottom line. A strategic partner who places strong emphasis on human capital assessment and development, quality and customer satisfaction. Experience includes:

- Recruitment and Selection
- Organizational Design
- Training and Development in a Cross-Functional Team Environment
- Employee Relations and Orientation
- Performance Management
- Compensation and Benefits
- Policies and Procedures Development
- Legal Compliance and Risk Management
- Champion of Progressive/Human Capital Corporate Culture

CAREER HISTORY

United Health Group, Minneapolis, MN
Director, Talent Acquisition Partner

2008 – 2018

Led Talent Acquisition staffing, internal consulting and project planning for the government businesses of UnitedHealth Care; Medicare, Medicaid and Military. Annual ramp of Medicare Sales and Customer Service teams for open enrollment (2500 hires annually). Expansion into 35 states for the Medicaid business (70,000 hires). Fulfilled Military contract commitment for the TRICARE West division (5000 hires). Member of the Talent Acquisition Leadership Team.

Regis Corporation; Minneapolis, MN
Director, Talent Management

2005 – 2007

Created talent management/talent acquisition infrastructure and selection process for the corporate office of this industry leader in salon services. Managed a team of 5 people in recruitment of exempt and non-exempt employees. Led the design and implementation team for the Authoria Recruitment database management system, resulting in \$1.2 million savings in outside agency fees for direct hires the first year. Negotiated preferred vendor contracts for overload services reducing margins by 35%.

Olson + Co., Inc.; Minneapolis, MN
Human Resource/Office Director

2003 - 2005

Provided all human resource generalist services and office management responsibilities for this privately held advertising/brand management firm; member of the Management Team. Refined company's Mission and Values statement to reflect the true company culture and direction; incorporated values into the existing performance management system. Implemented recruitment and selection process for exempt and non-exempt employees. Interviewed and selected new benefit broker. Revamped health and welfare benefit plans for October, 2003 and 2004 open enrollments. Developed and implemented legally compliant Employee Manual. Initiated confidential employee survey process in conjunction with The Twin Cities Business Journal. As a result, the company was a recipient of the "Great Places to Work" award both in August 2003 and August 2004.

Human Resource Consulting
Independent Consultant

2001 – 2003

Developed relationships with client companies and provided services in the areas of recruitment strategies, nationwide search and project management; professional, exempt employees.

Zamba Corporation; Minneapolis, MN
Chief People Officer; Vice President, Human Resources

2000

Created human resource infrastructure for this national systems integration consulting firm. Member of the Executive Leadership Team. Expanded internal recruitment/retention function from one local recruiter to six, nationwide. Created and implemented the compensation and performance management system for September 2000 focal review process. Revamped 2001 health and welfare benefits from 13 plans and 5 administrators to a single national provider with one administrator, providing better coverage for employees while significantly reducing costs for the company. Developed company-wide policies and procedures handbook.

Select Comfort Corporation; Minneapolis, MN
Vice President, Human Resources (10/95-1/00)
Director, Human Resources (2/93-10/95)

1993 – 2000

Created and developed the human resource function from the start-up phase, 9 employees, to 2000 nationwide. Member of the Senior Management Team. A participative manager emphasizing organizational and individual development, team building/training, and learning organization concepts. Directly supervised 4 Directors covering disciplines of recruitment and selection, training and development, compensation and benefits, and legal compliance/generalist services. Total scope of responsibility included 35 staff members in Minnesota and 2 Generalists in South Carolina and Utah.

Andcor Human Resources; Minneapolis, MN
Account Manager (Support Staff, Inc. merger)

1988 – 1993

Developed relationships with designated client companies by understanding their organization's culture and needs. Introduced creative, proactive solutions and services to clients; these services included: search/recruitment, contract services, and general human resource consulting. Effectively improved client's hiring processes, new employee orientation, performance management, career planning and development, employee retention and succession planning. Identified and managed the account team for each project. Serviced staffing requirements for positions of all levels and areas of expertise.

Support Staff Inc.; Minneapolis, MN
General Manager

1985 – 1988

Involved in all phases of this start-up organization providing recruitment and staffing services to organizations throughout the Twin Cities. Developed profitable new business from a zero-client base. Planned and executed marketing programs in a highly competitive industry. Hired, trained, and supervised recruiters on an ongoing basis.

PROFESSIONAL ASSOCIATIONS AND COMMUNITY ACTIVITIES

- *Human Resource Professionals (HRP)*, member
- *Leader's Circle*, professional women's leadership/development association, member
- *Society for Human Resource Management (SHRM)*, member
- *United Way of Greater Minneapolis*; corporate sponsor of Leaders in Giving program, member of Activities Planning Committee, Promotion/Planning Committee, Speakers Bureau, Loaned Executive
- Current Member *Bay Oaks Recreational Campus Advisory Board (BORCAB)*, *Friends of the Arts (FOA)* and Vice President of *Friends of Lovers Key (FOLKS)*

1. **Requested Motion:**

Meeting Date: October 4, 2021

Appoint Members to the FY2021-2022 Cultural and Environmental Learning Center Advisory Board (CELCAB)

Why the action is necessary:

Two seats on the Cultural and Environmental Learning Center Advisory Board (CELCAB) expired September 30, 2021, one was vacated May 14, 2021, leaving three vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per Sec. 2 of Ordinance 18-06:

Qualifications and Appointment of members

In addition to qualification, which may be specified for membership by state statutes, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude which in office or has unpaid fines or liens due the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

The broad objectives of Cultural and Environmental Learning Center Advisory Board (CELCAB) are to ensure and promote the mission of the Mound House and Newton Beach Park to be accomplished through stewardship, advocacy and oversight according to best practices of museums and the requirement as stated in the Florida Communities Trust Agreements for each property. The CELCAB shall advise the Town Council on these matters or any other topics as assigned by the Town Council.

There are currently six members on the Cultural and Environmental Learning Center Advisory Board, two of whom have terms which expired September 30, 2021 (Werner and Wolf). One seat became vacant when Cynthia Richardson resigned as of May 14, 2021, leaving three vacancies. **Two members: Becky Werner and Lorrie Wolf * have submitted applications for reappointment.**

*** Per Sec. 6(c) of Ordinance 18-06**

A member may not be a member of another Town of Fort Myers Beach board or committee unless this prohibition is specifically waived by the Town Council during their appointment.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, September 24, 2021. **The Town received one new application for CELCAB: Ellen Vaughan.**

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Vaughan, Ellen
2. Werner, Becky
3. Wolf, Lorrie

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spychalski, Administrative Assistant
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/27/2021
Approved - 9/27/2021
Approved - 9/27/2021
Final Approval - 9/28/2021



Received by: _____

JUL 22 2021

Town of Fort Myers Beach

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☒ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction? Yes ☒ No ☐
Are you an owner of real property within the Town's jurisdiction? Yes ☒ No ☐
Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

As a docent at the Mound House, I have become quite involved with island activities over the years. I seek to use my civic experience here and my involvement in other communities for the benefit of our island. I had extensive community involvement in Ann Arbor Michigan for many decades serving on a number of boards of not for profit organizations.

Community Involvement:

I am currently the President of the Friends of the Mound House. I am a board member of the FMB Woman's Club, A member of the FMB Community Foundation and the FMB Art Association. I regularly volunteer for a variety of island based projects. I consider myself to be an active interested citizen.

Interests / Activities:

In addition to community activities. I am an avid walker, setting a daily mininum goal of 6

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ☐ No ☐
If yes and you are appointed, you will be asked to fill out [Public Records Exemption Request](#) form and return to the Town.

I swear or affirm that all information on this form is true and accurate.

Signed *Ellen Vaughan* Digitally signed by Ellen Vaughan
Date: 2021.07.01 17:53:41 -04'00' Date _____

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Town of Fort Myers Beach

SEP 16 2021

Received by: _____

Today's Date: 9-16-21

Name: Werner Becky
Last First Middle initial

Telephone Number: 239-898-8311 cell, 239-765-7659 Home

Email Address: rwerner239@gmail.com

Home Address: 7150 Cstero Blvd. #506, FMB, FL 33931

Mailing Address As above

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? CELCA B

If yes, when is your term expiration? 2021

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☒ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I feel that my history with the Mound House & with CELCAB gives me a solid basis to be a valuable member of this committee

Community Involvement:

Volunteer Docent at the Mound House
Volunteer Friends of the Mound House

Interests / Activities:

History, Civics, Native American history,
native plants

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed Becky Werner

Date

9-16-21

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☒ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

SEP 10 2021

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I have served on CELCAB since 2011 and believe the continuity & knowledge is important to the success & continued improvement of both the Mound House & Newton Park.

Community Involvement:

I have served on CELCAB, LPA, Historic Advisory Board for the town, & also served on the Library elected board, the Chamber of Commerce board. I currently serve on the Friends of the Library Board.

Interests / Activities:

I am recently retired & am enjoying increased freetime. I love to read mostly historical novels. I walk on the beach & swim regularly & I have an indoor garden now that I live in a condo.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Laurie Wolf

Date

09/10/21

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Requested Motion:**

Meeting Date: October 4, 2021

Appoint Members to the FY2021-2022 Historic Preservation Advisory Committee (HPAC)

Why the action is necessary:

Two seats on the Historic Preservation Advisory Committee (HPAC) expired September 30, 2021. Two seats have remained vacant since 2019, leaving four vacancies.

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per Sec. 1 of Resolution 18-37:

The Historic Preservation Advisory Committee (HPAC) consists of no less than five members and no more than seven members who shall meet the criteria of Ordinance 18-06 and that have an interest in Fort Myers Beach and the immediate vicinity and historic preservation. Board Members are appointed by the Town Council for staggered terms of two (2) years. A minimum of one (1) HPAC member will be a member of the LPA/Historic Preservation Board.

The Historic Preservation Advisory Committee (HPAC) assists the Historic Preservation Board with historic preservation matters and carries out various duties assigned by the Board. The HPAC functions only in an informal advisory capacity.

There are currently five members on the Historic Preservation Advisory Committee, two of whom have a term which expired on September 30, 2021 (Milligan and Wolf). Two seats have remained vacant since 2019, leaving four vacancies. **Two members: Beverley Milligan and Lorrie Wolf * have submitted an application for reappointment.**

*** Per Sec. 2(c) of Ordinance 18-06**

A member may not be a member of another Town of Fort Myers Beach board or committee unless this prohibition is specifically waived by the Town Council during their appointment.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, September 24, 2021. **There are no new applicants for HPAC.**

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Milligan, Beverley
2. Wolf, Lorrie

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spsychalski, Administrative Assistant
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/27/2021
Approved - 9/27/2021
Approved - 9/27/2021
Final Approval - 9/28/2021



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: September 15th, 2021

Name: Milligan Beverley A
Last First Middle initial

Telephone Number: 239-529-8785

Email Address: myerside@myerside.com

Home Address: 133 Andre Mar Drive, Fort Myers Beach, FL, 33931

Mailing Address 145 School Street, Fort Myers Beach, FL, 33931

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? Historical Preservation Advisory Board

If yes, when is your term expiration? October 2021

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☒ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☐ No ☒

Town of Fort Myers Beach

SEP 20 2021

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I believe it is important to preserve the town history, especially the historical cottages through providing a streamlined process and incentives to do so. When appointed to the HPAC last term, I served at one meeting before the HPAC was temporarily dissolved. As such, I do not feel I was able to contribute and would like the opportunity to do so.

Community Involvement:

Past President, Fort Myers Beach Woman's Club

Interests / Activities:

Fort Myers Beach community development. Bay Oaks redevelopment. Matanzas Pass Preserve. Volunteerism.

You may attach a resume in addition to the above information.

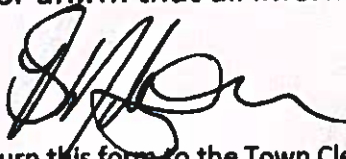
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

September 15th, 2021

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 09/17/21

Name: Wolf LORRIE
Last First Middle initial

Telephone Number: 239-357-7400

Email Address: ellcloup95@gmail.com

Home Address: 21400 Bay Village Dr #107

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? CELCAB + Historic Pres Adv Comm.

If yes, when is your term expiration? 2021 - both

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☒ Cultural and Environmental Learning Center Advisory Board
☒ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

SEP 17 2021

Received by: _____

Are you a resident within the Town's jurisdiction? Yes ☒ No ☐
Are you an owner of real property within the Town's jurisdiction? Yes ☒ No ☐
Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

As a long time Resident I feel my Knowledge of the towns history is vital to be preserved.

Community Involvement:

I am currently serving on 2 town Committees, I served on the Library elected board for 16 years, I also served on Chamber of Commerce board and town LPA. I am also currently serving on Friends of the Library board.

Interests / Activities:

*I Love walking on the beach + I swim Daily
I am an avid Reader + gardener*

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ☐ No ☒
If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Lynne Hoff

Date

09/17/21

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Requested Motion:**

Meeting Date: October 4, 2021

Appoint Members to the FY2021-2022 Marine Resources Task Force (MRTF)

Why the action is necessary:

Three seats on the Marine Resources Advisory Board expired September 30, 2021, leaving three vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per Sec. 2 of Ordinance 18-06:

Qualifications and Appointment of members

In addition to qualification, which may be specified for membership by state statutes, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude which in office or has unpaid fines or liens due the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

The broad objectives of Marine Resources Task Force (MRTF) are to further the welfare of the citizens of the Town by helping to promote a better, more healthful, safe and attractive community environment and to ensure that the unique and natural characteristics of our marine resources are preserved; or any other topics as assigned by the Town Council.

There are currently seven members on MRTF, three of whom have terms which expired September 30, 2021 (DeGaetano, Fossum and Spalletta), leaving three vacancies.

Three members: Wendy DeGaetano, Gregory Fossum and Mary Rose Spalletta have submitted applications for reappointment.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, September 24, 2021. **There are no new applicants for MRTF.**

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. DeGaetano, Wendy
2. Fossum, Gregory
3. Spalletta, Mary Rose

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spychalski, Administrative Assistant
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/27/2021
Approved - 9/27/2021
Approved - 9/27/2021
Final Approval - 9/28/2021



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: August 11, 2021

Name: DeGaetano -Wendy T.
Last First Middle initial

Telephone Number: 301.996.9390

Email Address: beachbum563@yahoo.com

Home Address: 291-1 Lenell Rd Fort Myers Beach

Mailing Address: same

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? Marine Resources Task Force

If yes, when is your term expiration? October, 2021

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Town of Fort Myers Beach

SEP 8 2021

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

To continue to support the MRTF in the quest to improve, preserve, and protect our fragile island environment.

Community Involvement:

MRTF
Ostego Bay II landscape chair 2017-present
Florida Master Naturalist Program (2/3 Core modules completed)
Florida Native Plant Workshops, Fort Myers Beach Art Association

Interests / Activities:

Anything beach related
Kayaking
Art
Music/Concerts (the Blues)
Reading

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Wendy T. DeSafano

Date

August 12, 2021

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes ☐ No ☐

DATE:



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 8/11/2021

Name: Fossum Gregory Thomas
Last First Middle initial

Telephone Number: 215 429 8358

Email Address: gregory.fossum@comcast.net

Home Address: 400 Randy Ln, Fort Myers Beach

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? MRTF

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

SEP 20 2021

Received by:

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when? 10/2019

Why are you seeking appointment to this board or committee?

re appointment

Community Involvement:

Interests / Activities:

Boating, fishing, Diving

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Gregg T. Dossun

Date

8/11/2021

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Received by: _____

AUG 16 2021

Town of Fort Myers Beach

Town of Fort Myers Beach Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: AUGUST 16, 2021

Name: SPALLETTA MARY ROSE
Last First Middle initial

Telephone Number: 570-903-1922

Email Address: ROSEDAQUITTER@COMCAST.NET

Home Address: 22712 ISLAND PINES WAY FT. MYERS BEACH, FL

Mailing Address SAME AS HOME ADDRESS

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? MRTF

If yes, when is your term expiration? OCT. 2021

I am applying for appointment to: (Check one)

☐ Anchorage Advisory Committee

☐ Audit Committee

☐ Bay Oaks Recreational Campus Advisory Board

☐ Community Resource Advisory Board

☐ Cultural and Environmental Learning Center Advisory Board

☐ Historic Preservation Advisory Committee

☐ Local Planning Agency

☒ Marine Resources Task Force

☐ Nuisance Abatement Board

☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☒ No ☐

If yes, what board, etc., and since when? FRIENDS OF MATANZAS PASS PRESERVE 2019

Why are you seeking appointment to this board or committee?

IF REAPPOINTED, I WILL CONTINUE TO WORK WITH COMMITTEE MEMBERS TO FURTHER EFFORTS TOWARD THIS BOARD'S PURPOSE AND SCOPE.

Community Involvement:

*Turtle Time volunteer
Wm. Club MEMBER*

Interests / Activities:

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Mary Rose Galletta

Date

August 16, 2021

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

SUBMIT

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Requested Motion:**

Meeting Date: October 4, 2021

Appoint Members to the FY2021-2022 Public Safety Committee (PSC)

Why the action is necessary:

Three seats on the Public Safety Committee expired September 30, 2021, leaving three vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per Sec. 2 of Ordinance 18-06:

Qualifications and Appointment of members

In addition to qualification, which may be specified for membership by state statutes, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude which in office or has unpaid fines or liens due the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

The Public Safety Committee (PSC) shall address any safety and transportation issues specifically assigned to the committee by the Town Council for the purpose of the health, safety and welfare of the citizens and visitors to the Town of Fort Myers Beach. The committee shall review, discuss and evaluate the most significant safety and transportation issues within the Town. The PSC shall advise the Town Council on these matters or any other topics as assigned by the Town Council.

There are currently seven members on the Public Safety Committee, three of whom have terms which expired September 30, 2021 (Childs, Gressman and Knickle), leaving three vacancies. **Two members: Mike Childs and James Knickle have submitted applications for reappointment. Tom Gressman verbally announced that he would not be re-applying.**

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, September 24, 2021. **There are no new applicants for PSC.**

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine

certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Childs, Mike
2. Knickle, James

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spychalski, Administrative Assistant
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 9/27/2021
Approved - 9/27/2021
Approved - 9/27/2021
Final Approval - 9/28/2021



Town of Fort Myers Beach

JUL 20 2021

Received by: _____

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☒ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☒ No ☐

If yes, what board, etc., and since when?

Safety Committee

Why are you seeking appointment to this board or committee?

Review

Community Involvement:

Review

Interests / Activities:

Review

You may attach a resume in addition to the above information.

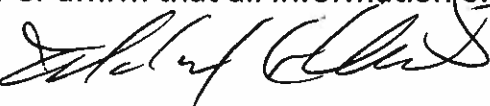
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes and you are appointed, you will be asked to fill out Public Records Exemption Request form and return to the Town.

I swear or affirm that all information on this form is true and accurate.

Signed



Date 7-20-21

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach

JUL 20 2021

Received by: _____

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly.

Today's Date: 7/20/2021

Name: KNICKLE JAMES G
Last First Middle Initial

Telephone Number: [REDACTED]

Email Address: JKNICKLE99@gmail.com

Home Address: [REDACTED]

Mailing Address Same as above

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? Public Safety Committee

If yes, when is your term expiration? Oct 2021

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☒ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction? Yes ☒ No ☐
Are you an owner of real property within the Town's jurisdiction? Yes ☒ No ☐
Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ☒ No ☐

If yes, what board, etc., and since when? FIRE COMMISSIONER

Why are you seeking appointment to this board or committee?

I AM A RETIRED POLICE OFFICER I AM CURRENTLY SERVING ON THE PSC AND AM CURRENTLY SERVING AS A FIRE COMMISSIONER FOR THE FIRE DISTRICT

Community Involvement:

President [REDACTED] Condo Association

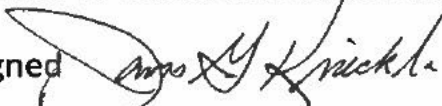
Interests / Activities:

Renewal of current membership on PSC

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ☒ No ☐
If yes and you are appointed, you will be asked to fill out Public Records Exemption Request form and return to the Town.

I swear or affirm that all information on this form is true and accurate.

Signed 

Date 7/20/2021

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____