



Fort Myers Beach Town Council

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

Agenda

Monday, October 18, 2021

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. ADVISORY COMMITTEES ITEMS AND REPORTS**
 - A. Bay Oaks Recreational Campus Advisory Board (BORCAB)
- VIII. APPROVAL OF MINUTES**
 - A. October 4, 2021 Town Council
 - B. October 7, 2021 Management & Planning Session
- IX. PRESENTATION**
 - A. FMB Camera Project - Flock Safety
- X. CONSENT AGENDA**
 - A. Proposed 2022 Town Council Meeting Schedule
Approve the monthly schedule for Town Council meetings for calendar year 2022
 - B. Submerged Land Lease - Mooring Field
Authorize the Mayor to execute the Submerged Land Lease with the Department of Environmental Protection for the Mooring Field, which includes the expansion west of Matanzas Pass Bridge and all associated documents.
 - C. RFP-21-19-TC Fireworks Displays

Accept the Selection Advisory Committee's rankings and authorize the Town Manager to execute a Professional Services Agreement with Zambelli Fireworks for the Town's Firework Displays as needed in response to RFP-21-19-TC in the not to exceed amount of \$22,000.000 for a 20-minute firework display.

XI. PUBLIC HEARINGS

A. Ordinance 21-06; Prohibition of Plastic Straws

First Reading and Public Hearing: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE VI OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH ENTITLED "PROHIBITION OF PLASTIC STRAWS", TO PROHIBIT THE DISTRIBUTION OF NON-BIODEGRADABLE STRAWS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on November 1, 2021 at 9:00 AM

B. VAR20210063 16 Pepita Street

Approve/Approve with Conditions/Denial of VAR20210063 - a variance from Table 34-3, 25 feet rear waterbody setback, for a reduction of 8 feet 8 inches.

C. VAR20210064 3240 Shell Mound Blvd

Approve/Approve with conditions/Denial of VAR20210064 - 3240 Shell Mound Blvd, a request to reduce the required accessory structure (pool) setback from five to two feet in the rear and side yard (or from five to four feet in the rear or side yard).

D. VAR20210066 4969 Estero Blvd Accessory Structure in front of a principal structure

Approve/Approve with Conditions/Denial VAR20210066 - 4969 Estero Blvd, to allow an accessory structure (pool) in front of a principal structure.

XII. ADMINISTRATIVE AGENDA

A. Restroom Trailer - Palm Avenue Beach Access

Approve Resolution 21-58, allocate the funds for the purchase of a restroom trailer from Ready2Go Restroom Trailers for Palm Avenue Beach Access in the amount of \$70,600 utilizing Tourist Development Council funding, as budgeted in FY22 budget, piggybacking Florida Sheriff's Associate Contract, FSA20-EQU18.0 Heavy Equipment.

B. Fencing Equipment Purchase

Approve Resolution 21-57, allocate and appropriate funds for the purchase of fencing equipment and accessory items for Fort Myers Beach Elementary and Bay Oaks in the amount of \$36,140 as budgeted in FY22 budget, piggybacking Lee County's Contract, RFP160553DKR

Contract Number.

- C. Concrete Work Bay Oaks/School Street
Approve Resolution 21-51, Impact fees for Bay Oaks Sidewalks, Allocate and appropriate Road Impact Funds and appropriate a contract with Scott Commercial Contracting, LLC. for concrete construction work and accessory items for Bay Oaks front parcel and School Street sidewalk in the amount of \$32,879 in the FY22 budget, piggybacking Lee County's Contract, B190074JJB - Concrete Flat Work Sidewalks, Curbs, Gutters and other Related Items Contract.
- D. Concrete Work Fort Myers Beach Elementary School
Approve Resolution 21-56, allocate and appropriate funds for contracting with Scott Commercial Contracting LLC for concrete construction work and accessory items for Fort Myers Beach Elementary School in the amount of \$27,758 as budgeted in FY22 budget, piggybacking Lee County's Contract, B190074JJB - Concrete Flat Work Sidewalks, Curbs, Gutters and other Related Items Contract.
- E. FPL Lights Downtown
Authorization to install roadway lighting on Crescent Street, First Street, Second Street, Third Street and 5th Street in conjunction with the Downtown Sidewalks Project.
- F. To allocate and appropriate funds and approve the Supplemental Task Authorization #1, in the not to exceed amount of \$212,000 for design and permitting of the Estero Island Shoreline Protection Project
Approve, allocate and appropriate funds for Supplemental Task Authorization #1, in the not to exceed amount of \$212,000 for design and permitting of the Estero Island Shoreline Protection Project including additional geophysical surveys, access study, State funding requests, permit processing, final design, and stakeholder meeting administration. The Town is financially responsible for 14% of \$204,000 or \$28,560, plus \$8,000 for the southern segment beach access feasibility study.
- G. Tier 1 Water and Stormwater SRF Supplemental Task Authorization ABA
Authorize the Town Manager to execute an agreement for Tier 1 (17 side streets) - Water and Stormwater SRF Technical Services During Construction in the amount of \$157,050.00 on proposal 240-000-0114 with Angie Brewer & Associates.
- H. Resolution 21-52: Estero Boulevard Lighting Recommendation
Approve Resolution 21-52, Estero Boulevard Roadway Safety Lighting Recommendation ratifying the decision made at the October 7th Management and Planning Session to recommend to Lee County to install amber lighting along Estero Boulevard that functions as an arterial roadway in its day to day use and authorize the Mayor to coordinate implementation.

XIII. FINAL PUBLIC COMMENT**XIV. TOWN MANAGER'S ITEMS****XV. TOWN ATTORNEY'S ITEMS****XVI. COUNCILMEMBERS ITEMS AND REPORTS****A. FMB Camera Project**

Initial discussion of FMB camera project documentation from Flock Safety and Greenwire (at time of publication of the agenda, Greenwire had not been confirmed to be in attendance).

XVII. ADJOURNMENT

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

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



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



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

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Board's proceedings should contact the Town Clerk's Office not later than three days prior to the proceedings.



Fort Myers Beach Town Council

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

Minutes

Monday, October 4, 2021

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Vice Mayor Hosafros moved to approve the agenda with C. pulled for discussion; second by Council Member Veatch.

Motion carried unanimously.

V. PUBLIC COMMENT

Karen Woodson, resident, made herself available for questions regarding her application for membership in the LPA (Local Planning Agency).

Ellen Vaughn, resident, expressed her interest in joining CELCAB (Cultural and Environmental Learning Center Advisory Board).

Jane Plummer, resident, stated that she was interested in renewing her membership in the LPA.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Allers congratulated Fire Chief Martin on his promotion.

Vice Mayor Hosafros thanked the people at Lee County Waste Management Facility for giving her a tour of the facility.

Mayor Murphy congratulated Chief Martin.

Council Member Atterholt thanked everyone involved with the Keep Lee County Beautiful campaign. He attended the Restore the Arches fundraiser and thanked everyone involved with the fundraiser.

Council Member Veach congratulated Chief Martin and thanked Chief Love for his service.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS**A. Public Safety Committee**

Chair John Goggin recognized Tom Gressman's contributions to the PSC and thanked him for his service. He discussed why members expressed disappointment and frustration regarding lost opportunities. He requested a joint meeting between the Town Council and the PSC to discuss priorities for next year. He recommended that Town Council Members rotate attendance at their meetings. Town Council Members agreed with a joint meeting. Town Manager Hernstadt will coordinate the meeting.

VIII. APPROVAL OF MINUTES**A. Town Council meeting - September 9, 2021**

Amendment: Add the vote to the legal services contract renewal in the Administrative Agenda.

Vice Mayor Hosafros moved to approve the minutes with the amendment; second by Council Member Allers.

Motion carried unanimously.

B. Management & Planning Session - September 16, 2021

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

Motion carried unanimously.

C. Town Council meeting - September 16, 2021

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

Motion carried unanimously.

IX. CONSENT AGENDA

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

Motion carried unanimously.

- 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).

Council Member Veach moved to approve Resolution 21-49; second by Vice Mayor Hosafros.

Motion carried unanimously.

- 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.

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

- 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

Council Member Allers suggested that they review signatories and users annually. He noted that some names listed had been gone for a while. Vice Mayor Hosafros agreed and thought the Audit Committee would have something to say about the topic. Town Manager Hernstadt explained who had cards, the credit limits and monthly reconciliations. He noted that he would update the names with the bank.

Vice Mayor Hosafros moved to approve Resolution 21-50; second by Mayor Murphy.

Motion carried unanimously.

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.

Town Attorney Herin, Jr. swore in those providing testimony for all three public hearings. No ex parte communications.

No members from Moss Marine or the Coast Guard were in attendance. Community Development Director Jason Green reviewed the temporary use permit. Town Manager Hernstadt added that the Coast Guard headquarters was being renovated and the trailers would provide an office to continue business.

No public comment.

Council Member Atterholt moved to approve the installation of two modular office trailers; second by Council Member Allers.

Motion carried unanimously.

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

Director Green reviewed the variance request and conditions. He noted that the LPA and staff recommended approval with conditions. Council Member Atterholt questioned whether they could add more buffers to protect the neighbors from noise. Director Green recommended a five-foot type B buffer. Ex parte communications: Council Member Veach - none; Council Member Atterholt and Mayor Murphy had contact with the owner; Vice Mayor Hosafros - drive by and Council Member Allers - drive by.

Town Manager Hernstadt noted that additional landscaping could be installed to the right of the pool. Town Attorney Herin, Jr. added that fencing could be required.

Public comment:

Jack Holsem, applicant, noted that they intended to enhance the property and he had no objection to adding a six-foot fence along the property. He requested a five-foot type B buffer on the notched-out portion around the pool instead of a ten-foot type B buffer.

Public comment closed.

Town Attorney Herin, Jr. reviewed the modifications discussed.

Council Member Allers moved to adopt Resolution 21-45 with the amended changes; second by Council Member Atterholt.

Motion carried unanimously.

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

Director Green reviewed the Special Exception application as stated on the blue sheet. He provided property information, LPA recommendations on the adult arcade and consumption on-premises. He noted the LPA denied the adult arcade but approved the 2COP.

Ex parte communications: Council Member Allers - drive by and all members received an email of opposition.

Attorney Robert Burandt represented the applicant, Suzanne Bahan. He utilized PowerPoint for his presentation. Slides included: History of the building next door; Purchase of the adjacent property, Floor plan, What is Adult Gaming?, Adult Gaming Locations Near FMB; High Rollers 777; Paradise Arcade 777 and Conclusion.

Ms. Bahan explained how prizes were redeemed and noted other arcades in the area were very safe. She estimated installing five to ten machines in addition to a wine and beer bar and retail. She added that she would hire security and include cameras. Ms. Bahan expected to spend between \$75,000-\$100,000 renovating the building.

Vice Mayor Hosafros noted that if they granted a special exception for a use not in the code, they would basically be adding it to the code without public input. She mentioned a Florida Supreme Court case that preempted regulation of arcades. Town Attorney Herin, Jr. replied that games of chance were regulated by the Sheriff's Office and the State Attorney's Office. Vice Mayor Hosafros read the 2017 decision that preempted all adult arcade games by the state. She stated she would not be comfortable voting for the 2COP without knowing what it was attached to.

Attorney Burandt argued that it was a legitimate and legal use and would be regulated by the state. Ms. Bahan stated that she wanted to open a wine bar and would drop her request for adult arcade machines.

Public comment:

Jane Plummer stated that the LPA's concern was how the adult arcade fit with a family-friendly island. She added that they approved the 2COP portion so they could move on with a retail establishment.

Public comment closed.

Council Member Veach agreed it would set a precedent that they would not be able to control, and he would not support the request. He did not object to the 2COP request in that location.

Council Member Atterholt agreed that the adult video arcade needed a deeper look. He supported the 2COP request.

Council Member Allers questioned whether they could pass one without the other. Town Attorney Herin, Jr. replied affirmatively.

Council Member Atterholt moved to approve the 2COP license for SEZ20210050 without the video arcade provision as set forth in the staff report and recommended by the LPA. It was consistent and met the criteria for the 2COP as directed by staff and the LPA; second by Council Member Veach.

Council Member Veach stated that he did not have a problem with the 2COP in that location. Vice Mayor Hosafros noted she was not comfortable voting for the motion without knowing what was taking the place of the arcade machines. Council Member Allers supported moving forward with the 2COP.

Motion carried unanimously.

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.

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

Town Manager Hernstadt stated that 35 spots at Town Hall were now open to the public on weekends. He explained why they needed the staging area and noted that the other lots were open. Motion carried unanimously.

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.

Vice Mayor Hosafros moved to approve the supplemental task authorization; second by Mayor Murphy.

Town Manager Hernstadt explained why Ms. Propst was needed. Vice Mayor Hosafros added that Ms. Propst's work was in addition to the LDC changes. Council Member Atterholt questioned whether they could include a parking dynamic within Ms. Propst's workforce housing scope. Council Member Veach felt that parking should be discussed with traffic. He felt that making her scope broader would make her job more complicated and harder to execute.

Motion carried unanimously.

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.

Town Manager Hernstadt clarified that the contract included the installation of landscaping.

Vice Mayor Hosafros moved to approve and authorize the Town Manager; second by Council Member Veach.

Council Member Veach requested that the plants be native to Florida, such as Sunshine Mimosa. Vice Mayor Hosafros did not disagree. Town Manager Hernstadt replied that they would work with experts regarding the ground cover.

Motion carried unanimously.

D. Roar Off Shore

Change to Special Event permit - Roar Offshore

Tim Hill from Roar Offshore explained why they needed a change to their permit.

Vice Mayor Hosafros moved to approve the amendment to the special event permit; second by Council Member Atterholt.

Motion carried unanimously.

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 Megan Allers and Mari Torgerson from the Fort Myers Beach Woman's Club described their event and noted that nothing changed from last year.

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

Motion carried unanimously.

F. 11th Annual Putt & Pub Crawl

Special Event- 11th Annual Putt & Pub Crawl

Vice Mayor Hosafros moved to approve the special event permit; second by Council Member Atterholt.

Motion carried unanimously.

XII. FINAL PUBLIC COMMENT

Jane Plummer, resident, hoped that the Town Council would maintain the December 31, 2021 deadline for the staging area under the bridge. She noted tourists needed the parking. She reminded Town Council that they did not support workforce housing in the past and thanked them for changing their attitude.

XIII. TOWN MANAGER'S ITEMS

Town Manager Hernstadt noted that a past Town Council did not support workforce housing.

He stated that the town might get disability policy insurance at a lower rate and better coverage with another insurance company. He received support to move forward. He noted he would renew the audit firm's contract and work with them to get the work done on time.

XIV. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. informed Town Council that the lawsuit regarding the dock on Crescent St. was dismissed. He noted that the Florida Supreme court ruled that neighbors could not enforce the town's rules and regulations.

XV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Allers noted he was waiting for an update regarding the AV system and the Sheriff's Office had not received the lease agreement for the outreach center property. Town Attorney Herin, Jr. stated they would receive the lease today.

No items from other members.

A. Local Planning Agency Appointments

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

Town Attorney Herin, Jr. stated that they could vote on all appointments with one motion.

Vice Mayor Hosafros moved to appoint all the applicants listed in the notebook to the appropriate committee they requested; that they honor the resignation of Anita Cereceda from the NAB (Nuisance Abatement Board) so she could accept the appointment to the LPA (Local Planning Agency) and they grant a waiver to those who maybe asking to serve on more than one committee; second by Council Member Atterholt.

Motion carried unanimously.

Anita Cereceda, Jane Plummer and Karen Woodson were appointed.

- B. Anchorage Advisory Committee Appointments
Appoint Members to the FY2021-2022 Anchorage Advisory Committee (AAC)
(See A) Douglas Eckmann, Gregory Holmes and Mike Ratliff were appointed.
- C. Audit Committee Appointments
Appoint Members to the FY2021-2022 Audit Committee
(See A) John Goggin and Edward Lombard were appointed.
- D. Bay Oaks Recreational Campus Advisory Board Appointments
Appoint Members to the FY2021-2022 Bay Oaks Recreational Campus Advisory Board (BORCAB)
(See A) Rebecca Guidry, Barbara Hill, Holly Sweeten and Karen Woodson were appointed.
- E. Cultural and Environmental Learning Center Advisory Board Appointments
Appoint Members to the FY2021-2022 Cultural and Environmental Learning Center Advisory Board (CELCAB)
(See A) Ellen Vaughan, Becky Werner and Lorrie Wolf were appointed.
- F. Historic Preservation Advisory Committee Appointments
Appoint Members to the FY2021-2022 Historic Preservation Advisory Committee (HPAC)
(See A) Beverly Milligan and Lorrie Wolf were appointed.
- G. Marine Resources Task Force Appointments
Appoint Members to the FY2021-2022 Marine Resources Task Force(MRTF)
(See A) Wendy DeGaetano, Gregory Fossum and Mary Rose Spalletta were appointed.
- H. Public Safety Committee Appointments
Appoint Members to the FY2021-2022 Public Safety Committee (PSC)
(See A) Mike Childs and James Knickle were appointed.

XVI. ADJOURNMENT

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

Meeting adjourned at 11:28 a.m.



Fort Myers Beach Management & Planning Session

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

Minutes

Thursday, October 7, 2021

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. Lee County Update

An update of Lee County projects on Fort Myers Beach

No update. Town Manager Hernstadt reviewed current construction.

B. Lighting Study

Discussion regarding the recent presentation from Town Lighting

Council Member Veach noted that the FWCC (Florida Fish & Wildlife Conservation Commission) had to approve the lights before getting approval from the LDOT (Lee County Department of Transportation) and FP&L (Florida Power & Light). He indicated that FWC would not consider anything other than amber. Council Member Allers questioned whether FWC approval was required for areas past the sand dunes outside the mapped area. Vice Mayor Hosafros commented that the PSC (Public Safety Committee) supported one color. Council Member Allers stated that he preferred giving Lee County an amber solution and a potential white source as a second option. Vice Mayor Hosafros disagreed and felt they should go to the County and tell them what the town preferred. Town Attorney Herin, Jr. stated that the town would not be liable for Estero Blvd. regardless of what light they chose. He discussed an

interlocal agreement between the town and Lee County. Mayor Murphy commented that they needed to come up with a consensus and move forward with the County. Council Member Allers noted they had to be concerned about pedestrians and the budget. He suggested that they approach the County with the 1A - 1B solution. Council Member Veach stated that FWC would not support the white shielded product, so it was not a viable option. Council Member Allers questioned why they spent five years and thousands of dollars debating lights if the decision was already made.

Vice Mayor Hosafros replied that technology had changed over the years and an amber solution was not available from FP&L five years ago. Council Member Atterholt stated that FWC only supported an amber solution and they were spinning their wheels discussing other options. He endorsed an all-amber solution. Mayor Murphy remarked that they were not going to discuss it for five more years and the majority supported installing all amber lights. Town Manager Hernstadt discussed the next steps and negotiations. Mayor Murphy described a conversation with Commissioner Sandelli and he agreed that they needed to come up with a lighting solution. Council Member Allers stated that he would support amber lights. He suggested that they should determine the maximum lumen output before going to the County. Council Members Atterholt and Veach agreed. Mayor Murphy questioned whether the project would be spread out or done immediately. Town Manager Hernstadt replied that a town-owned lighting system was not a viable option due to the cost. He indicated that the County should develop its own solution. He suggested that the town tell the County they wanted amber bulbs and see where the conversation went. The majority agreed that a town-owned lighting system was not an option. Council Member Allers volunteered to be a liaison with Commissioner Sandelli. Mayor Murphy suggested that the conversation address what they wanted and how much it would cost. He noted that Commissioner Sandelli did not want to hear about lumens. Council Member Veach preferred that Mayor Murphy be the liaison. Council Member Allers withdrew his offer. Mayor Murphy will be the liaison.

C. Bay Oaks 60% Design Submittal Presentation

Presentation regarding the Bay Oaks 60% design submittal by DRMP.

Paul Benvie and Ryan Richards from DRMP reviewed the design utilizing PowerPoint. Slides included: Progress Update; Overview of Plan; Improvements to the School; Estero Entrance; Fitness Court; New Building and Facade Renderings.

D. Foot of Bridge Landscaping

Discussion regarding landscaping and costs at the foot of the Matanzas Bridge

Town Manager Hernstadt stated that the estimated cost sheet was included in their packet. Council Member Atterholt and Vice Mayor Hosafros supported a partnership with FDOT. Council Member Allers questioned whether the town could assume the maintenance agreement and not assume the liability. Town Manager Hernstadt suggested that the Town pay the county for maintenance. Council Member Veach questioned why the plan included installing grass while the town was spending money on removing grass on Estero. Liability issues were discussed. Town Manager Hernstadt indicated that FDOT would turn over that part of Estero Blvd. to Lee County once construction was completed. Vice Mayor Hosafros added that if someone had an accident and sued the Town, it would have to be related to the maintenance for the Town to be liable. Town Attorney Herin, Jr. noted that liability issues could be addressed with an interlocal agreement. Consensus was reached that the Town would be responsible for the maintenance.

E. Amendment to Town Code regarding the Prohibition of Plastic Straws

Discussion on amending Article VI of Chapter 14 of the Town Code entitled "Prohibition of Plastic Straws"

Town Attorney Herin, Jr. stated that MRTF (Marine Resources Task Force) suggested modifying the current prohibition to allow biodegradable straws. Council Member Veach noted that a marine biodegradable straw would break down in the water. Environmental Services Project Manager Chadd Chustz requested that manufacturer statements regarding biodegradability be provided.

IV. AGENDA MANAGEMENT

Add gas versus electric leaf blowers to a future M&P.

Add a committee reorganization discussion to a future M&P.

V. ADJOURNMENT

Mayor Murphy adjourned the meeting at 11:01 a.m.

1. **Requested Motion:**

Meeting Date: October 18, 2021

Approve the monthly schedule for Town Council meetings for calendar year 2022

Why the action is necessary:

Assist to prepare calendar for the upcoming months

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Town Council establishes its meeting schedule each year.

Attachments:

1. PROPOSED 2022 Town Council Meeting Schedule

Financial Impact:

None

6. **Alternative Action**

Select alternative dates.

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 - 9/23/2021
Approved - 9/27/2021
Approved - 9/30/2021
Final Approval - 10/8/2021



Proposed 2022 Town Council Meeting Schedule

All meetings begin at 9:00 a.m.

JANUARY

Friday, December 31, 2021 *New Year's obs.*
Monday, January 10, 2022 Town Council
Thursday, January 13, 2022 M&P Session
Monday, January 17, 2022 *MLK Jr. Day*
Tuesday, January 24, 2022 Town Council

FEBRUARY

Monday, February 7, 2022 Town Council
Thursday, February 10, 2022 M&P Session
Monday, February 21, 2022 *President's Day*
Monday, February 22, 2022 Town Council

MARCH

Monday, March 7, 2022 Town Council
Thursday, March 10, 2022 M&P Session
Monday, March 21, 2022 Town Council

APRIL

Monday, April 4, 2022 Town Council
Thursday, April 7, 2022 M&P Session
Monday, April 18, 2022 Town Council

MAY

Monday, May 2, 2022 Town Council
Thursday, May 5, 2022 M&P Session
Monday, May 16, 2022 Town Council
Monday, May 30, 2022 *Memorial Day*

JUNE

Monday, June 6, 2022 Town Council
Thursday, June 9, 2022 M&P Session
Monday, June 20, 2022 *Juneteenth obs.*
Tuesday, June 21, 2022 Town Council

AUGUST

Monday, August 1, 2022 Town Council
Thursday, August 4, 2022 M&P Session
Monday, August 15, 2022 Town Council

SEPTEMBER

Monday, September 5, 2022 *Labor Day*
**meeting dates TBD based on DOR requirements
for millage and budget**

OCTOBER

Monday, October 3, 2022 Town Council
Thursday, October 6, 2022 M&P Session
Monday, October 10, 2022 *Columbus Day*
Monday, October 17, 2022 Town Council

NOVEMBER

Monday, November 7, 2022 Town Council
Thursday, November 17, 2022 M&P Session
Friday, November 11, 2022 *Veterans Day*
Monday, November 21, 2022 Town Council
Thursday, November 24, 2022 *Thanksgiving Day*
Fri day, November 25, 2022 *Day After Thanksgiving*

DECEMBER

Monday, December 5, 2022 Town Council
Thursday, December 8, 2022 M&P Session
Thursday, December 22, 2022 *Christmas Eve obs.*
Friday, December 23, 2022 *Christmas Day*
Thursday, December 29, 2022 *New Year's Eve obs.*
Friday, December 30, 2022 *New Year's Day obs.*

* Denotes Federal Holidays (Town Hall closed)

1. Requested Motion:

Meeting Date: October 18, 2021

Authorize the Mayor to execute the Submerged Land Lease with the Department of Environmental Protection for the Mooring Field, which includes the expansion west of Matanzas Pass Bridge and all associated documents.

Why the action is necessary:

To approve the Mayor to execute the Submerged Land Lease.

What the action accomplishes:

Executes the Submerged Land Lease for the Town of Fort Myers Beach.

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

At the April 4, 2019 Management and Planning Session, Coastal Engineering Consultants (CEC) gave a presentation on expanding the Town's municipal mooring field west of the Matanzas Pass Bridge. Town Council gave consensus to expand the mooring field and asked Town Staff to provide the same presentation to the Anchorage Advisory Committee (AAC). On May 15, 2019, the AAC, by motion, provided consensus to expand the mooring field and execute the contract with Coastal Engineering Consultants for permitting services. Town Council approved the contract with CEC on June 3, 2019.

The permit from the Army Corps of Engineers was received on September 16th, 2020 approving the expansion.

Town Council authorized staff to apply for Florida Boating Improvement Program Grant funding for the construction of the expansion in 2021 for 19 systems.

Notice of FBIP Grant award was issued on September 9th 2021.

Next steps include execution of the Submerged Land Lease, execution of the grant award, bid out the construction, award construction and build.

Attachments:

1. A AID 43684 Mod 360032595 OGC signed

Financial Impact:

\$0.00

6. Alternative Action

Do not execute and decommission the mooring field.

7. Management Recommendations:

Approve and execute the Submerged Land Lease.

8. **Recommended Approval:**

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

Created/Initiated - 10/8/2021
Approved - 10/8/2021
Approved - 10/13/2021
Approved - 10/13/2021
Final Approval - 10/13/2021

This Instrument Prepared By:
Sue Jones
Action No. 43684
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE
MODIFICATION TO INCREASE SQUARE FOOTAGE AND THE NUMBER OF MOORING SLIPS

BOT FILE NO. 360032595
PA NO. 0181011-005-EG

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Town of Fort Myers Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 12,
Township 46 South, Range 24 East, in Mantanzas Harbor,
Lee County, Florida, containing 3,175,464 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated August 27, 2021.

TO HAVE THE USE OF the hereinabove described premises from September 20, 2021, the effective date of this modified lease through November 26, 2022, the expiration date of this modified lease. The terms and conditions on and for which this modified lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and to operate an 89-slip managed municipal anchorage public mooring field to be used exclusively for mooring of recreational vessels, operated and maintained by the Lessee who has a contract with a harbormaster to provide shore side amenities and harbormaster facilities, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveaboards as defined in paragraph 24, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Permit No. 36-0181011-001, dated June 25, 2003, General Permit No. 0181011-005-EG, dated February 18, 2021, incorporated herein and made a part of this lease by reference. The construction phase of the General Permit for the proposed structures depicted on Page 11 of this modified lease shall be completed no later than February 18, 2026. The failure to complete construction of such authorized structures within this time period shall constitute a material breach of the lease pursuant to Paragraph 10 herein. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permits referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.) or (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. MOORING FIELDS- SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income derived from the mooring field and expenses incurred by Lessee and the Harbormaster for operation and maintenance of the mooring field to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Town of Fort Myers Beach-Administration
2523 Estero Boulevard
Fort Myers Beach , FL 33931

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

10. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

11. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

12. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

13. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

16. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense.

17. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 9 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

18. REMOVAL COSTS: Subject to the noticing provisions of Paragraph 17 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee.

19. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

20. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

21. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

22. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

23. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

24. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

25. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

26. SPECIAL LEASE CONDITIONS:

A. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a “first come, first served” basis, as defined in Rule 18-21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a “first come, first served” basis.

B. During the term of this lease and all subsequent renewal terms, the Lessee shall maintain the manatee information display and manage awareness signs as required by the State of Florida Department of Environmental Protection (“DEP”) Consolidated Environmental Resource Permit No. 36-0181011-001, dated June 25, 2003.

C. The Lessee shall submit all ordinances that pertain to the “Town of Fort Myers Beach Matanzas Pass Municipal Anchorage”, within 30 days of adoption. The Lessee shall ensure that any ordinances that are adopted are not contrary to Permit No. 36-0181011-001, dated June 25, 2003 of this mooring field lease (or any subsequent modification/renewal to either the permit or lease).

D. Prior to allowing any vessel to utilize the mooring field, the Lessee shall implement and maintain for the life of the facility the DEP-approved “Town of Fort Myers Beach Municipal Anchorage Matanzas Harbor Management Plan” (or a DEP-approved modification of the same) attached to Permit No. 36-0181011-001, dated June 25, 2003 and incorporated herein into this mooring field lease by reference. Modifications to the referenced plan may be made upon written agreement by both the Lessee and the Lessor. A violation of the above referenced plan is a direct violation of this lease.

E. Prior to allowing any vessel to utilize the mooring field, the Lessee shall execute and comply for the life of the facility the DEP-approved “Town of Fort Myers Beach Municipal Anchorage Matanzas Harbor Management Plan” (or a DEP-approved modification of the same) attached to Permit No. 36-0181011-001, dated June 25, 2003 and incorporated herein into this mooring field lease by reference. Modifications to the referenced plan may be made upon written agreement by both the Lessee and the Lessor. A violation of the above referenced plan is a direct violation of this lease.

F. This lease allows the following nonstandard use: authorization to allow only 10 slips for use by liveaboard vessel occupants to moor beyond six months for compliance purposes

G. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.

H. The Lessee shall maintain the land-based support facilities for the life of the mooring field. The land-based support facility shall provide amenities and conveniences for the total number of occupants that are using the mooring field (e.g., parking, bathrooms, shower facilities, laundry facilities, etc.). If the mooring field is abandoned, the Lessee shall remove anchors and other structures in a manner that does not cause a water quality violation, impede navigation, or damage resources

I. The Lessee shall submit to the Lessor documentation demonstrating that the service provider agreement for the approved land-based support facility continuously remains valid for the life of the mooring field and provides the necessary level of support services for the upcoming year. Each renewal of the service provided agreement shall be provided to the Lessor within 30 days of the renewal. All required submittals required by lettered special lease conditions shall be submitted to the Florida Department of Environmental Protection, South District Office, Submerged Lands and Environmental Resource Permitting, P.O. Box 2549, Fort Myer, FL 33902-2549 or via e-mail to FTMERP_Compliance@dep.state.fl.us. All submittals shall include the Lessee name and indicated permit number when referring this this project.

J. In the event the service provider changes the Lessee shall submit a revised land-based support facility plan indicating location in relationship to the mooring field and a complete list of amenities and conveniences for review and approval 90 days before the termination of the current service provider agreement and prior to execution

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY: _____

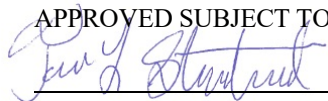
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



DEP Attorney

10/3/2021

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES: Town of Fort Myers Beach, Florida (SEAL)

_____	BY: _____
Original Signature	Original Signature of Executing Authority
_____	<u>Ray Murphy</u>
Typed/Printed Name of Witness	Typed/Printed Name of Executing Authority
_____	<u>Mayor</u>
Original Signature	Title of Executing Authority

Typed/Printed Name of Witness	“LESSEE”

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Ray Murphy as Mayor, for and on behalf of Town of Fort Myers Beach, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:	_____
	Signature of Notary Public
_____	Notary Public, State of _____
Commission/Serial No. _____	_____
	Printed, Typed or Stamped Name

SPECIFIC PURPOSE SURVEY MERGED LANDS LEASE ARE

LYING IN SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA AND
LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA

PREPARED FOR:

TOWN OF FORT MYERS BEACH

INDEX

1. COVER SHEET
2. SKETCH OF NORTH MOORING FIELD
3. LEGAL DESCRIPTION OF NORTH MOORING FIELD
4. SKETCH OF WEST MOORING FIELD
5. LEGAL DESCRIPTION OF WEST MOORING FIELD
6. SKETCH OF EAST MOORING FIELD
7. LEGAL DESCRIPTION OF EAST MOORING FIELD

GENERAL NOTES

1. ■ = FOUND 4" X 4" CONCRETE MONUMENT WITH BRASS DISC STAMPED "PRM BAI LB6940".
2. BEARINGS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, FLORIDA WEST ZONE.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO N.A.V.D. 1988 (NORTH AMERICAN VERTICAL DATUM 1988)
4. COORDINATES SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT, FLORIDA WEST ZONE.

THIS FIELD SURVEY IS CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF FLORIDA

LOCATION MAP

N.T.S.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

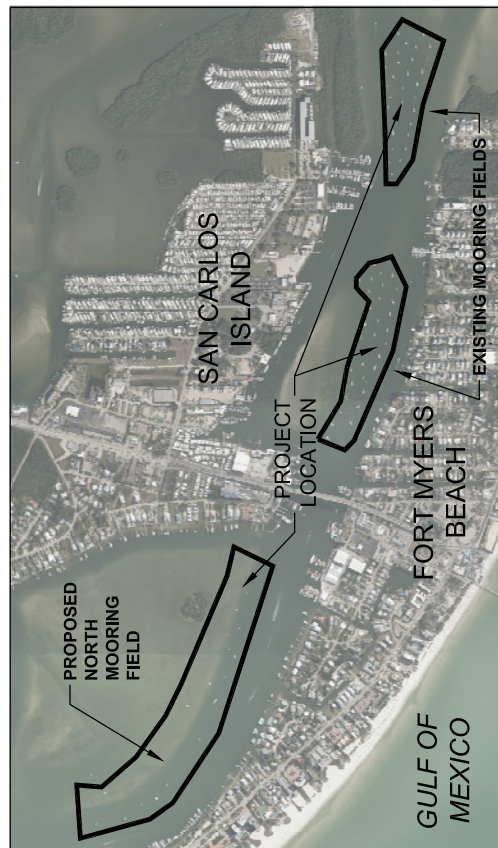


Digitally signed by Richard J. Ewing, PSM
DN: cn=Richard J. Ewing, PSM,
o=Coastal Engineering Consultants,
Inc., ou=Survey and Mapping,
email=rewing@cecifi.com, c=US
Date: 2011.08.27 14:46:00 -0400

RICHARD J. EWING VP

RICHARD J. EWING, VP
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
DATE OF SIGNATURE:

PROJECT NO. 19.052
FILE No. 19.052-SLL
SHEET 1 OF 7
ACAD DWG. NO. 19.052.DWG



PUBLISHED TIDAL INFORMATION

TIDAL DATUMS AT MATANZAS PASS, ESTERO ISLAND
ARE BASED ON FLORIDA 872 5366

TIME PERIOD
TIDAL EPOCH
CONTROL TIDE STATION

- = JUNE 1973 - JUNE 1973
- = 1983 - 2001
- = NAPLES, GULF OF MEXICO (872 5110)

ELEVATIONS OF TIDAL DATUMS ARE REFERENCED IN
NAVD 1988.

MEAN HIGHER HIGH WATER (MHHW)	= +0.42 FT NAVD
MEAN HIGH WATER (MHW)	= +0.16 FT NAVD
MEAN LOW WATER (MLW)	= -1.64 FT NAVD
MEAN LOWER LOW WATER (MLLW)	= -2.18 FT NAVD

REVISIONS

[illegible]

COASTAL ENGINEERING CONSULTANTS, INC.

* COASTAL AND MARINE ENGINEERING * ENVIRONMENTAL AND GEOLOGICAL SERVICES
* LAND AND MARINE SURVEY AND MAPPING *

28421 BONITA CROSSING BOULEVARD
BONITA SPRINGS, FLORIDA 34135

AUGUST 27, 2021
(239) 643-2324

LEGEND:

POINT OF BEGINNING

PROPOSED MOORING FIELD
NORTHING: 774424.10
EASTING: 667782.62

POINT OF COMMENCEMENT

NORTHWEST CORNER OF SECTION 24
TOWNSHIP 46 SOUTH, RANGE 23 EAST
CERTIFIED CORNER RECORD #087321
NORTHING: 774363.50
EASTING: 666909.20

Attachment A
Page 9 of 14 Pages
SSLL NO. 360032595

LXX - LINE TABLE

LINE	BEARING	DISTANCE
L1	S15°24'02"E	753.77'
L2	S36°00'12"E	294.37'
L3	N26°11'31"E	452.00'
L4	N76°49'19"W	305.55'
L5	N63°54'48"W	377.59'
L6	N54°32'09"W	528.55'
L7	N41°04'36"W	479.66'
L8	N04°15'06"E	260.60'
L9	S86°01'51"W	555.48'

N86°01'51"E 5328.36'

NORTH LINE OF SECTION 24
TOWNSHIP 46 SOUTH, RANGE 23 EAST

NORTHEAST CORNER OF SECTION 24
TOWNSHIP 46 SOUTH, RANGE 23 EAST
CERTIFIED CORNER RECORD #055150
NORTHING: 774732.32
EASTING: 672224.78

APPROXIMATE TOWN OF FORT MYERS BEACH JURISDICTION LINE

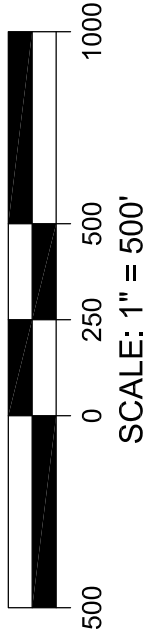
APPROXIMATE SHORE LINE

PROPOSED MOORING FIELD
APPROXIMATELY 1,774,907
SQUARE FEET OR 40.75 ACRES

FORT MYERS BEACH

FEDERAL CHANNEL

MATANZAS PASS



CECI GROUP SERVICES COASTAL AND MARINE ENGINEERING ENVIRONMENTAL AND GEOLOGICAL SERVICES LAND AND MARINE SURVEY AND MAPPING INC. A CECI GROUP COMPANY Saving Florida Since 1977 28421 BONITA CROSSINGS BOULEVARD BONITA SPRINGS, FLORIDA 34135		TOWN OF FORT MYERS BEACH CLIENT:		DATE: 08/27/21 SCALE: 1" = 500' DRAWN: MMW F.B.: N/A CHECKED: RJE PG.: N/A SEC.: 24 TWP.: 46S RING.: 23E ACAD NO.: 19,052 REF. NO.: 19,052-SLL	
SHEET 2 OF 7 FILE NO.: 19,052		SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN MATANZAS PASS, LYING IN SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.			
PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@ceci.com		NO. BY DATE 19,052-SLL			

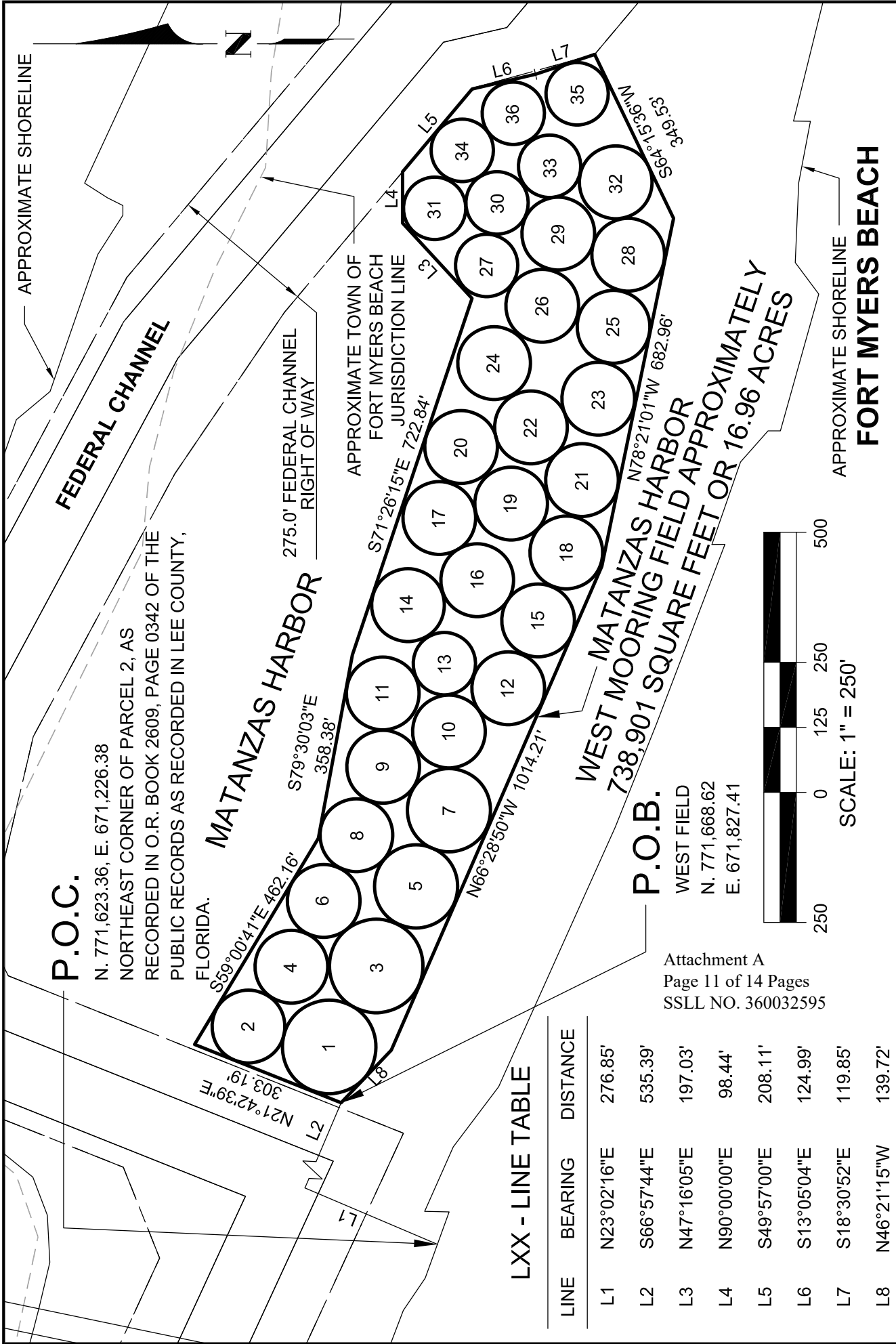
PROPOSED NORTH MOORING FIELD
LEGAL DESCRIPTION

A PARCEL OF SUBMERGED LAND LYING IN THE WATERS OF MATANZAS PASS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, SAID CORNER BEING DESCRIBED IN CERTIFIED CORNER RECORD #087321 AS A 4" X 4" CONCRETE MONUMENT WITH BRASS DISC STAMPED "PRM BALB6940"; THENCE RUN NORTH 86°01'51" EAST FOR A DISTANCE OF 875.52 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID NORTH LINE OF SECTION 24 SOUTH 15°24'02" EAST FOR A DISTANCE OF 753.77 FEET; THENCE SOUTH 36°00'12" EAST FOR A DISTANCE OF 294.37 FEET; THENCE SOUTH 56°35'38" EAST FOR A DISTANCE OF 867.64 FEET; THENCE SOUTH 72°05'46" EAST FOR A DISTANCE OF 1,827.57 FEET; THENCE NORTH 26°11'31" EAST FOR A DISTANCE OF 452.00 FEET; THENCE NORTH 76°49'19" WEST FOR A DISTANCE OF 305.55 FEET; THENCE NORTH 67°04'04" WEST FOR A DISTANCE OF 1,214.99 FEET; THENCE NORTH 63°54'48" WEST FOR A DISTANCE OF 377.59 FEET; THENCE NORTH 54°32'09" WEST FOR A DISTANCE OF 528.55 FEET; THENCE NORTH 41°04'36" WEST FOR A DISTANCE OF 479.66 FEET; THENCE NORTH 04°15'06" EAST FOR A DISTANCE OF 260.60 FEET TO THE NORTH LINE OF SAID SECTION 24; THENCE ALONG SAID NORTH LINE OF SECTION 24 SOUTH 86°01'51" WEST FOR A DISTANCE OF 555.48 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 1,774,907 SQUARE FEET OR 40.75 ACRES OF LAND.

 COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977 28421 BONITA CROSSINGS BOULEVARD BONITA SPRINGS, FLORIDA 34135	CLIENT: TOWN OF FORT MYERS BEACH TITLE: SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN MATANZAS PASS, LYING IN SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.	DATE: 08/27/21	SCALE: N/A		
		DRAWN: MMW	F.B.: N/A		
		CHECKED: RUE	P.G.: N/A		
		SEC.: 24	TWP.: 46S	RNG.: 23E	
		ACAD NO.: 19,052			
REF. NO.:		NO.: 19,052-SLL		DATE	BY
				REVISION DESCRIPTION	



LXX - LINE TABLE

LINE	BEARING	DISTANCE
L1	N23°02'16"E	276.85'
L2	S66°57'44"E	535.39'
L3	N47°16'05"E	197.03'
L4	N90°00'00"E	98.44'
L5	S49°57'00"E	208.11'
L6	S13°05'04"E	124.99'
L7	S18°30'52"E	119.85'
L8	N46°21'15"W	139.72'

Attachment A
Page 11 of 14 Pages
SSL NO. 360032595

**COASTAL
ENGINEERING
CONSULTANTS
INC.**
A CECI GROUP COMPANY
Serving Florida Since 1977

28421 BONITA CROSSINGS BOULEVARD
BONITA SPRINGS, FLORIDA 34135

CECI GROUP SERVICES
COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL AND GEOLOGICAL SERVICES
LAND AND MARINE SURVEY AND MAPPING

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecfl.com

TOWN OF FORT MYERS BEACH

SPECIFIC PURPOSE SURVEY
TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN MATANZAS
PASS, LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA.

DATE: 08/27/21 SCALE: 1" = 250'

DRAWN: MMW F.B. N/A

CHECKED: RUE PG. N/A

SEC. 19 TWP. 46S RNG. 24E

ACAD NO. 19,052

REF. NO. 19,052-SLL

NO. BY DATE

REVISION DESCRIPTION

MATANZAS HARBOR
WEST MOORING FIELD
LEGAL DESCRIPTION

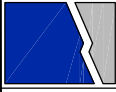
A PARCEL OF LAND SUBMERGED IN MATANZAS HARBOR LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

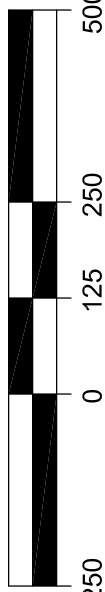
COMMENCING AT THE NORTHEAST CORNER OF PARCEL 2, AS RECORDED IN OFFICIAL RECORD BOOK 2609, PAGE 342 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

THENCE CONTINUE N23°02'16"E A DISTANCE OF 276.85 FEET, THENCE RUN S66°57'44"E A DISTANCE OF 535.39 FEET TO THE **POINT OF BEGINNING**;
THENCE N21°42'39"E A DISTANCE OF 303.19 FEET;
THENCE S59°00'41"E A DISTANCE OF 462.16 FEET;
THENCE S79°30'03"E A DISTANCE OF 358.38 FEET;
THENCE S71°26'15"E A DISTANCE OF 722.84 FEET;
THENCE N47°16'05"E A DISTANCE OF 197.03 FEET;
THENCE N90°00'00"E A DISTANCE OF 98.44 FEET;
THENCE S49°57'00"E A DISTANCE OF 208.11 FEET;
THENCE S13°05'04"E A DISTANCE OF 124.99 FEET;
THENCE S18°30'52"E A DISTANCE OF 119.85 FEET;
THENCE S64°15'36"W A DISTANCE OF 349.53 FEET;
THENCE N78°21'01"W A DISTANCE OF 682.96 FEET;
THENCE N66°28'50"W A DISTANCE OF 1014.21 FEET;
THENCE N46°21'15"W A DISTANCE OF 139.72 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBES AN AREA OF 738,901 SQUARE FEET OR 16.96 ACRES OF SUBMERGED LANDS MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

 COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977 28421 BONITA CROSSINGS BOULEVARD BONITA SPRINGS, FLORIDA 34135	CECI GROUP SERVICES COASTAL AND MARINE ENGINEERING ENVIRONMENTAL AND GEOLOGICAL SERVICES LAND AND MARINE SURVEY AND MAPPING PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecfl.com	CLIENT:	TOWN OF FORT MYERS BEACH		DATE:	08/27/21	SCALE:	N/A					
		TITLE:	SPECIFIC PURPOSE SURVEY		DRAWN:	MMW	F.B.	N/A					
		TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN MATANZAS PASS, LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA.		CHECKED:	RJE	PG.	N/A						
				SEC.	19	TWP.	46S	RNG.	24E				
				ACAD NO.				19,052					
		REF. NO.				19,052-SLL	NO.	BY	DATE	REVISION DESCRIPTION			



SCALE: 1" = 250'

APPROXIMATE SHORELINE

APPROXIMATE TOWN OF
FORT MYERS BEACH
JURISDICTION LINE

P.O.B.

EAST FIELD
N. 771,240.68
E. 674,598.91

600.0' FEDERAL CHANNEL
RIGHT OF WAY

MATANZAS HARBOR

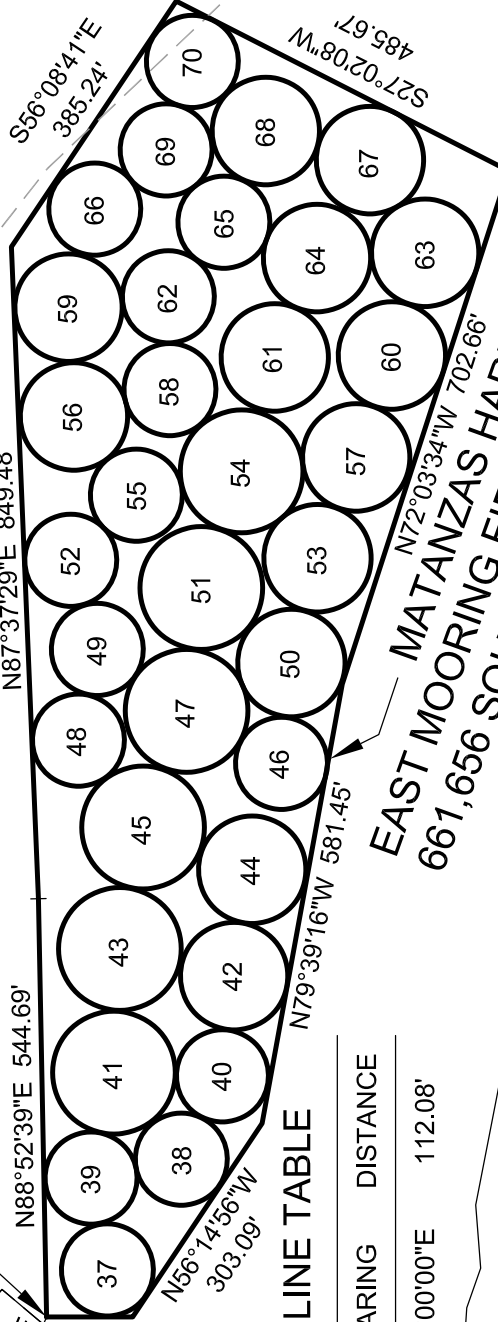
FEDERAL CHANNEL

N23°02'16"E
967.64'

S66°57'44"E
3253.32'

N88°52'39"E 544.69'

N87°37'29"E 849.48'



LXX - LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°00'00"E	112.08'

P.O.C.

N. 771,623.36
E. 671,226.38

NORTHEAST CORNER OF PARCEL 2, AS RECORDED IN
O.R. BOOK 2609, PAGE 0342 OF THE PUBLIC RECORDS
AS RECORDED IN LEE COUNTY, FLORIDA.

FORT MYERS BEACH

MATANZAS HARBOR
EAST MOORING FIELD APPROXIMATELY
661,656 SQUARE FEET OR 15.19 ACRES

APPROXIMATE SHORELINE

**COASTAL
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E-Mail: info@cecifl.com

28421 BONITA CROSSINGS BOULEVARD
BONITA SPRINGS, FLORIDA 34135

TOWN OF FORT MYERS BEACH

SPECIFIC PURPOSE SURVEY

TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN MATANZAS
PASS, LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA.

DATE:	08/27/21	SCALE:	1" = 250'
DRAWN:	MMW	F.B.	N/A
CHECKED:	RJE	PG.	N/A
SEC.	19	TWP.	46S
ACAD. NO.		RNG.	24E
REF. NO.			19,052

NO.	DATE	BY	REVISION DESCRIPTION
19,052-SLL			

**MATANZAS HARBOR
EAST MOORING FIELD
LEGAL DESCRIPTION**

A PARCEL OF LAND SUBMERGED IN MATANZAS HARBOR LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 2, AS RECORDED IN OFFICIAL RECORD BOOK 2609, PAGE 342 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

THENCE CONTINUE N23°02'16"E A DISTANCE OF 967.64 FEET, THENCE RUN S66°57'44"E A DISTANCE OF 3,253.32 FEET TO THE **POINT OF BEGINNING**;
THENCE N88°52'39"E A DISTANCE OF 544.69 FEET;
THENCE N87°37'29"E A DISTANCE OF 849.48 FEET;
THENCE S56°08'41"E A DISTANCE OF 385.24 FEET;
THENCE S27°02'08"W A DISTANCE OF 485.67 FEET;
THENCE N72°03'34"W A DISTANCE OF 702.66 FEET;
THENCE N79°39'16"W A DISTANCE OF 581.45 FEET;
THENCE N56°14'56"W A DISTANCE OF 303.09 FEET;
THENCE N00°00'00"E A DISTANCE OF 112.08 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBES AN AREA OF 661,656 SQUARE FEET OR 15.19 ACRES OF SUBMERGED LANDS MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

 COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977 28421 BONITA CROSSINGS BOULEVARD BONITA SPRINGS, FLORIDA 34135		CECI GROUP SERVICES COASTAL AND MARINE ENGINEERING ENVIRONMENTAL AND GEOLOGICAL SERVICES LAND AND MARINE SURVEY AND MAPPING PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecfl.com		CLIENT: TOWN OF FORT MYERS BEACH TITLE: SPECIFIC PURPOSE SURVEY TO ESTABLISH A SUBMERGED LAND LEASE AREA WITHIN MATANZAS PASS, LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA.		DATE: 08/27/21 SCALE: N/A DRAWN: MMW F.B. N/A CHECKED: RUE PG. N/A SEC. 19 TWP. 46S RNG. 24E ACAD NO. 19,052 REF. NO.		NO. BY DATE		REVISION DESCRIPTION	
SHEET 7 OF 7											
FILE NO.: 19,052											

1. **Requested Motion:**

Meeting Date: October 18, 2021

Accept the Selection Advisory Committee's rankings and authorize the Town Manager to execute a Professional Services Agreement with Zambelli Fireworks for the Town's Firework Displays as needed in response to RFP-21-19-TC in the not to exceed amount of \$22,000.000 for a 20-minute firework display.

Why the action is necessary:

Authorizes the Town Manager to execute an agreement with Zambelli Fireworks for the Town's upcoming fireworks displays.

What the action accomplishes:

Provides the Town with a vendor for fireworks displays.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

RFP-21-19-TC was advertised in August, 2021 for finding a vendor to provide the Town with potential upcoming fireworks displays. Two proposals were received from Garden State Fireworks and Zambelli Fireworks. A selection committee composed of Town and Fort Myers Beach Fire Department staff met on October 13th, 2021 and made a motion (3-0) to rank Zambelli Fireworks first and Garden State Fireworks second.

If approved, the Professional Services Agreement will provide the Town with 20-minute fireworks displays for one year with the option of two additional one-year renewals. Each display will be confirmed with a separate STA. Pricing for the total contract period for only the fireworks display from the pier is \$20,000 to \$22,000, and if a barge is to be used for the display, the cost of the display increases by \$30,000.00 for the barge.

Attachments:

1. SPA Draft and Proposal for RFP-21-19-TC Fireworks Display
2. Bid Tabulation Draft RFP-21-19-TC

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 - 10/13/2021
Approved - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this ___st day of _____ 2021, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **Zambelli Fireworks** with an address of **120 Marshall Drive Warrendale, PA 15086** (hereafter "Provider").

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

1. **Scope of Services.** Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. **Term.** The term of this Agreement is 1 year with the option for two additional one-year renewals commencing on _____ and terminating on _____.
3. **Payment Obligation.** The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. **Provider's Obligations.** The Provider's obligations include, but are not limited to, the following:
 - a) **Licensure.** The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) **Provision of Services.** The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.
 - c) **Non-Waiver.** Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
 - d) **Indemnity and Hold Harmless.** The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing

services under this Agreement..

- e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, 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 it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
- 5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
 - 6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.
 - 7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Attachment "A"; Attachment "B"
 - 8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
 - 9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
 - 10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have

the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.

11. Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

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

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. E-Verify. **As a condition precedent to entering into this AGREEMENT**, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
 - e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this

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

15. Miscellaneous Provisions.

- a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
- b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

BY: _____
Roger Hernstadt, TOWN MANAGER

BY: _____
Amy Baker, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: COMPANY NAME

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of witness

Title (printed)

EXHIBIT “A”

TO THE SERVICE PROVIDER CONTRACT DATED THIS ___st day of _____, 2021 BETWEEN THE TOWN AND COMPANY NAME PROVIDER.

1. **SCOPE OF SERVICES:** The Provider will perform the following services under this Agreement:

General:

Proposals are being solicited for two options:

- a) to choreograph, program, store, wire and fire the display for a designated event.
- b) to choreograph, program, store, wire and fire the display for a designated event including complete special event permitting, set up, preparation and related costs.

During the term of the contract, the Town may negotiate with the provider for additional programs of similar scope. Contractor shall provide all qualified personnel, transportation, storage, locating equipment, and any other required materials to perform the services as required in accordance with the applicable laws. Contractor will be responsible for filling out and submitting all permits and paperwork as required by the Fort Myers Beach Fire Control District and other authorities.

Option 1 Fireworks Display Only

Provide costs for fireworks production only

From Lee County pier

- a. 20 minute pyrotechnic firework display done at 9 pm on a weekday
- b. 20 minute pyrotechnic firework display done at midnight on a weekday
- c. 20 minute pyrotechnic firework display done at 9 pm on a holiday
- d. 20 minute pyrotechnic firework display done at midnight on a holiday

From Barge supplied by contractor

- a) 20 minute pyrotechnic firework display done at 9 pm on a weekday
- b) 20 minute pyrotechnic firework display done at midnight on a weekday
- c) 20 minute pyrotechnic firework display done at 9 pm on a weekday
- d) 20 minute pyrotechnic firework display done at midnight on a weekday

- a) The vendor shall obtain all required permits and licenses from Federal, State, and Local governments and meet all insurance requirements for the firework production only.
- b) Present display in a location designated by the Town of Fort Myers Beach:
- c) **Probable Event Location:** Downtown Time Square off Estero Blvd. Lee County Pier
- d) **Probable Fireworks Firing Location:** End of County-Owned Pier
- e) **Site Availability** for the required set up will begin at 10 a.m. the day prior to the event, note the full pier will not close until 5.p.m., unless deemed earlier by the Town, County or Fire district representative for safety. The pier safety zone requirements and times will be established by the Fort Myers Beach Fire District.
- f) **Potential Dates:** December 31, Time: Midnight, July 4, Time: 9:00 pm
- g) **Inclement Weather Date:** January 1 Time 9:00 pm, July 5, Time 9:00 pm
- h) **Length:** Firework display production will be a 20 minute show with no music.
- i) Upon award, vendor shall inspect the Town designated site where the fireworks will be displayed to ensure it is an adequate site for the display and that safety requirements and conditions of all parties are

met. This inspection with the vendor shall include Lee County, Sheriff Department, Fire District and Town personnel.

- j) **Equipment:** The successful bidder will be required to furnish all equipment necessary to effectively display the required fireworks display. This equipment will consist of, but not limited to, the proposed fireworks as bid, fuse, mortars/firing tubes, finale racks (as may be required, flashlights, fuses or other similar ignition devices (electronic firing banks. Panels are preferred) lumber and/or any other materials, normally used to present a fireworks display of this size.
- k) Prices shall include the rental of Lee County parking area for contractor's truck and dumpster location, dumpster rental, lumber and sand for set-up.
- l) Provide a detailed list on the type of common and special fireworks being used, and the number of shells, by size and type, including specialty signature shells exclusive to contractor's firm.
- m) Insure that all shell sizes to be fired meet the site limitations and are aerial shells, no multi shot devices/barrages that stay low to the ground.
- n) **Staffing of the Fireworks Display:** The successful bidder must be able to provide a sufficient number of experienced personnel to deliver, secure, set-up and fire the display. A minimum of 2 certified technicians (shooters) plus an applicable number of handlers shall be provided for the display. Technicians and helpers must be experienced and trained in the proper handling and discharge of the fireworks applicable to the display.
- o) Upon the scheduling of an event the vendor shall provide to the own, Lee County, Sheriff's Department and Fire Department a complete list of all staff that will participate in the event, with their certifications.
- p) Provide delivery to point of fire on day of display, The Town has no facility of overnight storage) Be responsible for all travel, storage, set up, and firing expenses, placement and removal of all necessary materials and structures to complete the display. All expenses shall be inclusive in the final price.
- q) **Fire Safety:**
 - r) A detailed manifest list with exact quantities of what is being taken to the pier
 - s) No loose material or packaging shall be allowed to accumulate on the pier at any time
 - t) An update list of all ordinance that is loaded and accountability of all products at all times shall be
 - u) maintained
 - v) Only those workers employed by the firework vendor and public safety officials are allowed on pier, all
 - w) employees shall have Identification on their person confirming their affiliation with the vendor.
 - x) We will not allow the employment of day laborers to assist in clean-up or set up.
 - y) After the show, and inspection of the pier will be conducted by the Fire Department and the lead
 - z) Pyrotechnic agent to confirm all ordinance is accounted for.
 - aa) Transportation of pyrotechnics will be in compliance with DOT State, and Federal Standards including placarding.
 - bb) USCG and FAA Notifications will be completed per the requirements of NFPA 1123.
 - cc) A detailed MSDS will be provided to the Fire District and the Town at least (2) weeks before show
 - dd) All employees of the Pyrotechnic agents shall have a picture ID supplied to them by the vendor, which is visible while working the day of the event.
 - ee) The vendor will submit a written emergency action plan which specifically addresses static electricity, emergency shut off of the display, accidental discharge, and change in weather conditions and subsequent actions of the pyrotechnic lead and crew members should these circumstances occur.
 - ff) Mortar tubes and rack systems shall be maintained in good condition in compliance with the requirements of NFPA 1123.
 - gg) On-site storage shall be in compliance with all Local, State, and Federal Guidelines.
- hh) **Marine Safety:**
 - ii) Water depth, distance from shore, size of the barge, and fallout zones for the fireworks display are all
 - jj) factors dictated by the Coast Guard law.
 - kk) Any barge on open water must have an ABS (American Bureau of Shipping) certification.

- II) Any other requirements determined by the United States Coast Guard, Lee County Sheriff and Fort Myers Beach Fire District.

DRAFT

EXHIBIT “B”

TO THE SERVICE PROVIDER CONTRACT DATED THIS ___st DAY OF _____ 2021 BETWEEN THE TOWN AND **COMPANY NAME** PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit “A”:

See Attachment A: Zambelli Fireworks Proposal

2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

EXHIBIT “C”

INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- b) Employer’s Liability with a minimum limit per accident in accordance with statutory requirements.
- c) Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- d) Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

EXHIBIT 1 - PUBLIC ENTITY CRIME AFFIDAVIT

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

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

1. This sworn statement is submitted to _____
(print name of public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

(Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, by means of () physical presence or () online notarization, personally appeared before me and () is personally known to me or () who has produced _____, as identification.

My Commission Expires: _____

Signature of Notary Public

Notary Public, State of _____

Printed, Typed or Stamped Name

Commission/Serial No. _____

3.1

EXHIBIT 2 – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name: _____

(Signature) (Title) (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, by means of () physical presence or () online notarization, personally appeared before me and () is personally known to me or () who has produced _____, as identification.

My Commission Expires: _____

Signature of Notary Public

Notary Public, State of _____

Printed, Typed or Stamped Name

Commission/Serial No. _____

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

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FIREWORKS PROPOSAL
Town of Fort Myers
Fireworks Display-RFP-21-19-TC



Fireworks proposal prepared by Zambelli Fireworks

Morgan Steel

Project Manger

(954)-471-0043

m.steel@zambellifireworks.com

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September 25, 2021

RE: RFP-21-19-TC Fireworks Display – RFP

On behalf of Zambelli Fireworks, I want to thank you for the opportunity to bid on the Town of Fort Myers , 4th of July and New Year's Eve fireworks displays.

Numerous variables effect fireworks productions, especially complex, barge displays. The Zambelli Fireworks Team has a long history exceeding client expectations by producing flawless, safe, amazing choreographed displays. Pre-planning is the key to delivering a solid customer experience including permits, safety plans, technician training, and communication. The Team is prepared to work closely with the City, Fire/Safety, and other parties relevant to producing a spectacular event.

As Zambelli Fireworks Operations and Project Manager, you have my personal guarantee that our design and technician team will outperform the City's expectations for the event's fireworks display. We have fully read and accept the scope of work set forth in the RFP. The time period to complete the work is acceptable. The enclosed proposal is a firm and irrevocable offer.

Our company offers the best insurance in the fireworks industry with a \$10 million PER CLAIM policy. More importantly, Zambelli's training program for pyro-technicians is second to none. We command a culture of the utmost focus on safety for both our technicians and the surroundings of the firing site.

Zambelli Fireworks was proud to partner with the City for the 4th of July and NYE Firework's Displays in 2013, 2014, 2015, 2016 and 2017. The feedback was tremendous and Zambelli Fireworks would love to again provide another amazing display for the City on Independence Day and NYE. We ask that the City of Naples review the enclosed proposal and select Zambelli Fireworks based upon decades of providing successful displays.

Respectfully,

Morgan Steel
Zambelli Fireworks
(954)-471-0043
m.steel@zambellifireworks.com

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Company Background

Proudly known as the "First Family of Fireworks," Zambelli Fireworks is one of the oldest and largest American fireworks companies.

The corporate headquarters and main plant operations are based in New Castle, PA. The southeast regional office is located in Boca Raton, FL and the western office is located in Bakersfield, CA. Zambelli Fireworks currently employs over 48 full-time employees and thousands of trained, qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 120 years.

The Zambelli name is recognized and respected, worldwide. Competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy in 1893.

George Zambelli Jr., current Chairman of the Board, is carrying on the Family Tradition of "Lighting Up the Skies!" The Zambelli family and year-round professional staff of technicians, designers, office staff and administrators are here to assist and guide you in the development and implementation that is specific for your fireworks event. We have a team of individuals ready to make your event an extreme success.

Zambelli Fireworks has always been on the cutting-edge of show design and introducing new technology in fireworks presentations. The company was an early adopter of both electric and computer-fired displays and helped design systems for optimal usage. Today more than 2,000 shows are displayed annually using the most up-to-date technology and firing equipment.



Professionalism, Honesty and Integrity – Core Zambelli Principles.

One reason Zambelli Fireworks has been very successful for generations is professionalism and operating a company environment with the utmost in honesty and integrity. When promises are made, regardless of in writing or verbally, the company stands by them 100%. Our proposals reflect what we deliver. The business and operational team strive to deliver the best customer service in the fireworks industry.

There's a tremendous dedication to technician training to ensure the safest display with the highest quality production.

All of Zambelli's display technicians have attended extensive training programs and have met all of the rigid safety procedures. One main goal is to exceed both state and federal safety requirements. The company offers a number of different training courses with extensive classroom and hands-on training per year. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Zambelli Fireworks exists as the largest fireworks company in the United States for one reason...customer service and satisfaction EVERY SHOW.

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

More than 2,000 satisfied clients every year cannot be wrong.

Clients love to talk about their Zambelli experience. We highly encourage you to reach out to our clients to discuss their experience with customer service, show design and quality, professionalism of the staff and technicians, and their overall satisfaction with Zambelli Fireworks.

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Internationally Known Programs

The Statue of Liberty, Super Bowls, Presidential Inaugurations, Visits of Kings and Queens, Times Square New Years Eve, Mount Rushmore, Washington D.C. and New York City Fireworks displays, Kuwait Display for the Troops in the First Gulf War and many more historical events.

Top U.S. Festivals and Civic Celebrations

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250th Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, the North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, the Florida State Fair and many more.

Sports Franchises and Venues

Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, Washington Redskins, Pittsburgh Steelers, Ft. Myers Miracle, Bradenton Marauders, Carolina Mudcats, Buffalo Bison, Charleston Riverdogs, Winston-Salem War Hogs, Louisville Bats, Clemson University, University of Miami, ACC Championship Game (Tampa), St. Petersburg Bowl (Tropicana Field) and a number of other College and HS Football venues.

Florida and Caribbean Displays

Tampa Gasparilla Pirate Festival, Annual FFEA conference, Bradenton River Regatta, Carnival in the Sky – Immokalee, Edison Ft. Myers Festival of Light, Orlando July 4th, Boca Raton July 4th, Sanibel Island July 4th, Naples July 4th and New Year's Eve, Sarasota July 4th, Siesta Key July 4th, the Florida State Fair, Coconut Creek Festival, City of Winter Haven, Nevis West Indies, St. Thomas NYE, Puerto Rico NYE, and many more!

Choreographed Displays/Radio Playback

Zambelli Fireworks performs more than 2,000 displays annually. More than 250 of those displays are fully choreographed, pyro-musicals. Numerous displays include closely working with radio stations for the musical playback and coordination.

The key to success with musical displays played on the radio stations is communication before the event. Our team needs to know if there are any radio station delays built into their over-the-air broadcasts, what cues are needed for the playback, are there any compression issues, what format do they need the audio files in for playback, etc.

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1. References

Please see attached list for the references.

2. Professional Associations

Charter Member of the American Pyrotechnic Association (APA)

Member of the Pyrotechnic Guild International (PGI)

Association Partner of the International Festivals and Events Association (IFEA)

Major Partner of the International Association of Festivals and Events (IAFE)

Member of the International Association of Amusement Parks and Attractions (IAAPA)

Member/Supporter of numerous state Fairs and Festivals Associations

Founding Member Florida Festivals & Event Association

3. Licenses

Please see the Zambelli Fireworks ATF license attached. Also attached is the DOT license to transport display fireworks. The State of Florida does not require or provide a license to display fireworks.

4. Insurance

Zambelli Fireworks currently uses Allied Specialty Insurance Co. Our company provides the largest coverage available within the fireworks industry with a \$10 million general liability policy. The policy is a per incident policy for full, maximum coverage. Please see the attached sample insurance certificate

5. EXHIBIT B Reference Questionnaire

Please see attached EXHIBIT B Reference Questionnaire's for the references listed in #2 above.

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Zach Taminosian

Senior Design Choreographer
239-225-8012 cell
zach@zambellifireworks.com

Zach has worked with Zambelli Fireworks since 2001. His primary role is Design Choreographer for more than 50 displays annually within Zambelli Fireworks. Zach has designed and produced displays including full flame-effect productions, complex displays such as the annual Minneapolis Aquatennial, displays internationally in Mexico, Canada, Oman, and Macau, and is a guru with indoor and outdoor close proximity design work. His attention to detail, love of fireworks, and knowledge of the Fire One system help create spectacular choreographed displays.

Zach will work closely with Zambelli Team members, City Team members, and the Fire Dept. officials to create a very safe, very exciting production.

Danielle Fredrickson

Senior Customer Service Manager
561-395-0955
daniellefredrickson@zambellifireworks.com

Danielle works behind the scenes to make every aspect of the fireworks display logistics come together. She has an in-depth knowledge of the permitting process and will work closely with the City to make sure all paperwork is in order and maintained correctly. Danielle will be the lead in permitting, site maps, contracts, invoicing, and helping with any day to day communication.

The State of Florida does not provide a licensing program. All Zambelli Fireworks technicians are required to attend continuing educational classes provided free by Zambelli Fireworks Safety Managers.

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EXHIBIT: A– Cost for Fireworks Display

Fireworks Display \$22,000.00

**Secure, transport, setup, breakdown, crew, and Fire Dept
Permitting included**

Barge \$30,000.00 Kelly Bros Barge

Please see Page 26 of Submission Packet for cost breakdown

Zambelli Fireworks will provide the barge for the total contract period for a sum of \$30,000. This includes all additional workers compensation and marine insurance required for the barge. The barge must be paid 90 days in advance of the display and is considered non refundable.

While we cannot control the overall barge inventory in southwest Florida, we work with a number of companies that have multiple barges in this market. However, due to variables beyond our control, there may be a time in the future where the global demand for barges results in none being available in southwest Florida and it is recommended that the city have a "Plan B" for a display location, should this occur.

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EXHIBIT B Payment Terms:

Client agrees to pay Zambelli the sum of \$ 22,000.00 (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph **Error! Reference source not found.** below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. This Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli.

BARGE SHOW to be paid in full 90 days prior. Paid separately \$30,000.00

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– Company Display Experience

Zambelli Fireworks meets and exceeds the minimum requirements set forth in NPFA 1123 and for Section 24-81. The company produces more than 2,000 displays annually, numerous on wooden pier structures and barges.

1. City of Naples July 4th and NYE, 2004 – present (10+ displays) **Pier & Barge**
Mike Leslie
2. City of Delray Beach July 4th, 2013 – present, **Barge Display**
Stephanie Immelman (561) 322-5578 simmelman@delraybeach.com
3. Town of Lantana July 4th, 1995 – present, **Barge Display**
Nadine Shawah (561) 540-5754 nshawah@lantana.org
4. City of Pompano Beach July 4th, 2017-2018, **Pier and Barge Displays**
Kate Belcher (954) 786-4575 Kate.Belcher@copbfl.com
5. City of Boynton Beach July 4th, 2013 – present, **Barge Display**
Kathy Cline (561) 742-6601 ClineK@bbfl.us
6. City of Green Cove Springs, Memorial Day , 2001 – present, **Barge Display**
Kimberly Thomas (904) 297-7500 kthomas@greencovesprings.com
7. City of Deerfield Beach February & July 4th, 2010 – present, **Pier Display**
Cassi Waren (954) 571-4583 cwaren@deerfield-beach.com
8. City of Greenacres July 4th, 1995 – present
Michele Thompson (561) 642-2180 mthompson@grenacresfl.gov
9. Marina Jack, Sarasota July 4th & NYE, 2008 – present
Tom DeLong (941) 365-4232 TDeLong@suntex.com
10. South Seas Island Resort July 4th, 2014 – present
Rhonda Decherd (239) 472-7576 rdecherd@southseas.com

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– Fireworks Display Description

Program Philosophy

Generally speaking there's an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, firework shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

There are fundamental basics that Zambelli Fireworks adheres to, with which we create the best displays in the industry. Some of these fundamentals include:

- **No Dead Air** Just as any TV, radio or Big Screen Production, "Dead-Air" is simply not acceptable. At any given time there will be multiple firings of shots and shells in the air for the display.
- **Shell Size Combinations** A common way for companies to set a show is to shoot all 3 inch shells, then all 4 inch shells, then all 5 inch shells; etc. While this makes it easy for a technician, it is simply boring. Zambelli technicians are trained to set shows to create the ultimate in shell combinations for the various firing sites. For example, firing two 3 inch Gold Kamuro Willow shell (400 ft.) and six 2.5 inch Purple Dahlias is a great, beautiful combination. Firing two 3 inch Pink strobing lights and six 4 inch white strobing lights within seconds offers up to 8 seconds of beautiful strobes covering 200 to 400 ft in the air.
- **Rhythm and Intensity** Just as many movies have a loud, action-packed car chase one moment followed by a romantic scene the next moment, fireworks productions also need to flow. A show that is too fast or too slow can get monotonous. Zambelli designs shows that one moment are a constant barrage of colors and booms while the next moment may be soft horsetail golden willows fluttering down from the sky one-by-one.
- **Finales** There's a major art to shooting a spectacular finale. Many people think a finale is simply shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense in order to entertain most effectively. Zambelli designs finales that start slower and lower. For example, 3 inch peony finale shells fired every half-second for 20 seconds may then grow in intensity to include white or silver glittering for the next 20 seconds. Then larger 4 inch blue cracking spiders take over while 5 inch white coconut trees are laying the

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FIREWORKS

ground cover for the 6" Long Duration Kamuro's. Finally the 100 3 inch multi-color crossettes are covering the sky while the 3 inch titanium salutes are rumbling the skies for miles.

Details of Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention..."The show has just begun!" The opening barrage for your event will certainly impress as a barrage of assorted colors, effects, and noise shells fill the night's air.

The purpose of the opener is to impress on your audience that they are about to see something spectacular. A well-designed Zambelli opener will grab the crowd's attention and prepare them for a wonderful fireworks display.

Duration 20-30 seconds

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and choosing the perfect effects to complement one another to build themes. Some fireworks shells are designed to be extremely intense while others are designed to slow the pace down with beautiful, softer effects. The design team hand picks every display shell used to ensure a wonderful variety of effects. The audience will never see the same combinations of shells fired in a Zambelli production.

Different size shells will be breaking simultaneously throughout the display. This allows us to vary the intensity of the show, but more importantly create beautiful canvases of color and effect in the sky, that stimulate both visually and audibly.

Duration 18-19 minutes minimum

BARRAGES OF MULTI-SHOT DEVICES: Multi-shot devices or barrage cakes are used to add to the dynamics of the show. Zambelli Fireworks uses only the highest quality Barrages with innovative effects, colors, and angles. These devices incorporate effect sizes from 1" to 2".

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GRAND FINALE: and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired from multiple positions with dynamic angles. The incorporated shells, with multiple different sizes and effects, will cover every inch of sky from 150 to 600 ft in the air.

The Finale will be LARGE, but classy. Effects will be fired at angles to light up a larger portion of the sky rather than create an area of overlapping colors. After an intense array of colors, effects, and sounds, the final few seconds of the Display will fire a barrage of gold hanging effects that will linger in the sky well after the last shell breaks.

Duration – 60 to 90 seconds

TOTAL DURATION 20-21 minutes minimum

Products:

Zambelli Fireworks carries an inventory of display shells that is more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen manufacturers. During the 2018 July 4th display season Zambelli fired more than 1,200 different types of unique shells during the opener, body and finale of shows. It would be next to impossible to discuss every single shell in detail and provide information on each one.

Zambelli chooses fireworks from a number of different manufacturers from around the world to provide audiences with both unique and creative products. Sunny, PyroEast, Vulcan, Dominator and Dancing products all come from premium Chinese manufacturers. Cabeller shells are very premium Spanish shells. Panzera from Italy make the best multi-shot shells and roman candles in the industry. Hosoya Japanese

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FIREWORKS

shells provide some of the best willow and kamuro shells in the world. Lastly, Zambelli still manufactures shells, some of which will be seen during the display.

Please see shell descriptions below.

GRAND OPENING:

- 20 – 3 Inch Loud Titanium-Salute Shells
- 40 – 3 Inch Multi-Colored Peonies and Chrysanthemums
- 18 – 4 Inch Crackling Palm Trees with Crackling Tails
- 10 – 5 Inch Crackling Palm Trees with Crackling Tails
- 8 – 6 Inch Series of Strobing Stars

98 Shells TOTAL Opening

BODY OF PROGRAM:

- 140 – 3 Inch Shells (Fired in Pairs in a V-Shape)
- 130 – 4 Inch Shells (Various Colors, Shapes, Sounds, Designs)
- 160 – 5 Inch Shells (Various Colors, Shapes, Sounds, Designs)
- 60 – 6 Inch Shells (Various Colors, Shapes, Sounds, Designs)

14 – Multi-Shot Barrage Devices totaling a minimum of 2,000 shots/effects

506 Shells TOTAL in the Body

GRAND FINALE:

- 300 – 3 Inch Multi-Color Finales Shells and Titanium Salutes
- 100 – 3 Inch Color Finales Shells and Titanium Salutes
- 90 – 4 Inch Color Finale Shells (Gold, Silver, Various Colors, Crackle)
- 30 – 5 Inch Color Finale Shells (Gold, Silver, Various Colors, Crackle)
- 32 – 6 Inch Color Finale Shells and Gold Willows

2 – 372 Shot W Shape Multi Shot Barrage Cakes

574 shells TOTAL Finale

TOTAL SHELLS:

3 Inch	610 Shells	46.3%
4 Inch	288 Shells	21.8%
5 Inch	270 Shells	20.5%
6 Inch	130 Shells	9.8%

Total Aerial Shells in Your Show – 1,318

Barge shoot to include 6" where as pier those 6" will be replaced with 5" for safety distance compliance .

Zambelli

FIREWORKS

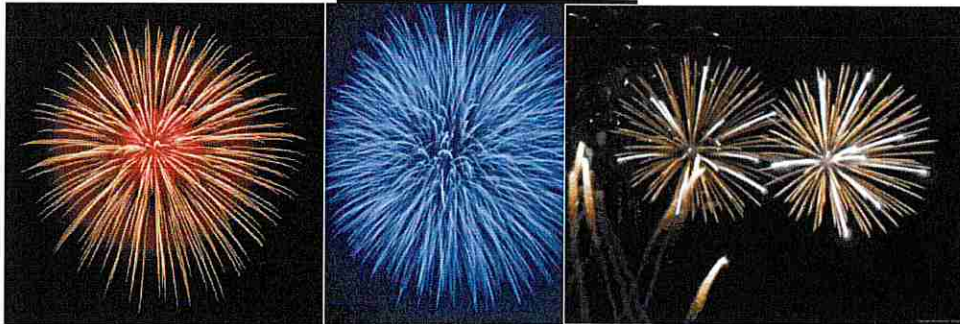
Total GRATIS Barrage Shots (Layering Devices) in Show – 2,000+ shots (excluded from the final count. These devices offer layering reflections from the water.

The above proposed fireworks display exceeds the Scope of Services for shells, length of display.

Shell Descriptions

Listed below are a small sampling of the various shells and effects available for your display, in addition to many others that will be included from our vast inventory.

Chrysanthemums



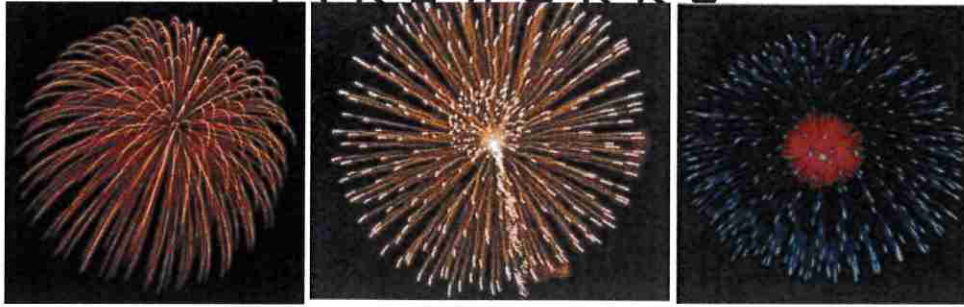
Description: Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Blooming Silvery Chrys	Glitter Silver to Red Chrys	Gold Wave to Red/Blue
White Twinkling Chrys.	Green to Purple Chrys	Varied Colorful Flowers
Red, White and Blue Chrys	Multi-Color Chrys	Silver and Gold Chrys
Spangle Chrys. w/rising tails	Silver to Purple Chrys	Purple with White Pistil
Variegated Rainbow Chrys	Multi-Color Chrys to Popping Flowers	

Peonies

Zambelli

FIREWORKS



Description: Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

White Peony	Blue Peony w/Blue Palm Tree	Silver Wave to Purple
Multi-Colored Peony	Yellow Peony	Green w/Gold Palm Tree
Purple w/Gold Palm	Red to Blue Peony	White Peony w/Blue Pistil
Variegated (rainbow)	White Peony w/Blue Pistil	Red, White and Blue
Glittering Peony	Silver to Red Peony	Silver to Blue Peony

Crossettes



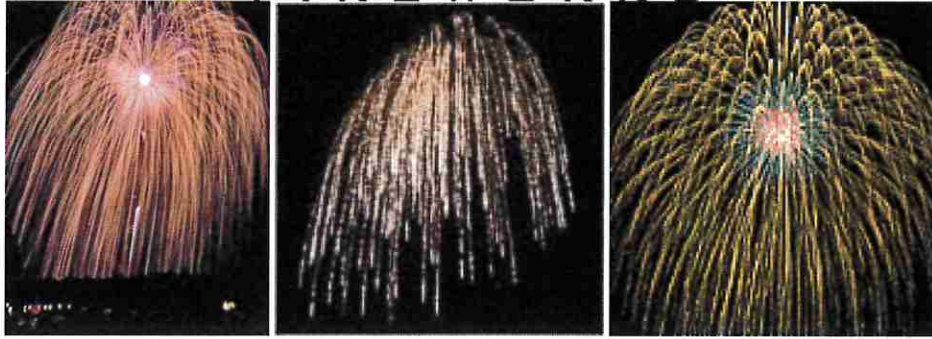
Description: A crossette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

Blue Crossettes	Green to Blue Crossettes	Red to Blue Crossettes
Silver Crossettes	Variegated Rainbow Crossettes	Gold Rain Crossettes
Crackling Crossettes	Purple and White Crossettes	White Flitter Crossettes
Red to Green Crossettes	Purple Crown Royal Crossettes	Gold Flitter Crossettes
Blue Crossette Palm Tree	Rainbow Crossettes w/red Tails	Red Crossette Palm Tree

Duration/Lingering Effects (Willows, Brocades, Kamuros)

Zambelli

FIREWORKS



Description: A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

Long Duration Red Falling Leaves

Twilight Glitter w/Purple
Brocade Crown to Purple
Variegated Falling Leaves
Pixie Dust Willows

Ultra-Long Duration Gold Kamuro

Twilight Glitter w/Red
Brocade Crown to Red
Purple Falling Leaves
White Poca Shells

Brocade Crowns
Long Duration Kamuro
Super Brocade Crowns
Gold Poca Shells

Dahlias



Description: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

Assorted Color Dahlia
Red Dahlia w/Pistil
Pink Dahlia
Blue Strobe Dahlia
Variegated Dalia

Blue Dahlias w/Pistil
Yellow Dahlia w/Pistil
Silver Dahlia
Red Strobe Dahlia
White Dahlia w/Red Tips

Green Dahlia w/Pistil
Red and Blue Dahlia
Gold Strobe Dahlia
Purple Strobe Dahlia
Lemon Dahlia

Zambelli

FIREWORKS

Patterns



Description: Pattern shells come in a variety of shapes, sizes and depictions. Most notable shapes are shells with stars in patterns of hearts, smile faces, Saturn or other planet blasts, 4-leaf clovers, wagon wheels, etc.

Green to Blue Crossette Rings
Half White Half Purple Ring
Green to Purple Ring
Triple Rings w/scattering stars
Crackling Palm Trees

Red Palm Trees
Red Hearts
Jelly Fish Pattern
Octopus Shells
White/Red Bowtie in Ring

Blue Palm Trees
Triple Rings
Meteor Rings
Saturn Rings
Saturn Blasts

Specialty Shells



Description: There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

Silver Bees
Aluminum King Shells
Large Silver Whirls (Serpents)
Trees of Many Colors
Red, White, Blue Dragon Eggs
Thousands of Gold Waves
Red, White, Blue Dragon Eggs

Blue Bees
Peacock Plume
Blue and Red Spiders
Thousands of Gold Waves
Gold Sparkling Kamikazes
Thousands of Red Waves
Silver and Purple Strobes

Horsetails
Treasure Chests
Kaleidoscopes
Red Shell of Shells
Popping Flowers
Tourbillions

Specialty Noise

Zambelli

FIREWORKS



Description: Noise shells come in many different types. The most popular are cracking, whistling or screamers, thousands of popping flowers, and the extremely loud titanium salutes.

Cracking Delight

Whistles

Crackling Coconut Trees

Twice Crackling Rain

Green Crackling Flowers

Serpents with Reports

Large Silver Screaming Whirls

White and Green Scattering

Tourbillion w/Reports

Artillery Titanium

Diamond Screamers

Crackling Double Rings

Blue Crackling Spiders

Blue Crackling Flowers

Thundering Tourbillions

Barrage Cakes



Description: Barrage Cakes or Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaux in tandem with aerial shells breaking around the multi-shot devices. Below are a just a few examples of the various types and designs that will be used in your display.

35 Shot White Flitter Comet Box

35 Shot Red Crossette Fan Box

119 Shot Rapid Fired Gold Comets

192 Shot Fast Pearl Zippers

Zambelli

FIREWORKS

35 Shot Thunder Tourbillion Fan Box	96 Shot Peacock Tails
35 Shot Dragon Eggs w/Tails	140 Shot Silver Rain
36 Shot Silver Fish with Tourbillion	80 Shot V-Shape Silver Coconuts
36 Shot Assorted Colorful Falling Leaves	80 Shot V-Shape Rainbow Chrys.
36 Shot Gold Twinkling Kamuro Box	200 Shot Whistling Comets
36 Shot Red and Blue Crossettes	70 Shot Z-Shape Midnight Snow
49 Shot Red and Silver Moons	400 Shot V Shape Rapid Fire Box
49 Shot Red Crackling Tails	408 Shot Zipper Rapid Fire Box
49 Shot Silver Crossettes	300 Shot Finale Comet Box
49 Shot Red and Green Crossettes	665 Shot Silver Barriers
100 Shot Hammer Boxes	Angle Wipe Devices – (various angles)
100 Shot Brocade Crowns	Zipper Curtain Devices
100 Shot Blue Crossettes with Tails	Zipper Chase Devices
100 Shot Variegated Peonies	Fan Chase Devices
136 Shot W Shape Purple Kamuro	136 Shot W-Shape Silver to Green
300 Shot 8 Shape White Strobe	300 Shot 8 Shape Red Pear Comets
372 Shot W-Shape Golden Willow	408 Shot Z Shape Lime Green Pearl

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this ____st day of _____ 2021, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **COMPANY** with an address of **COMPANY ADDRESS** (hereafter "Provider").

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

1. **Scope of Services.** Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. **Term.** The term of this Agreement is ____commencing on **COMMENCE DATE** and terminating on **TERMINATION DATE.**
3. **Payment Obligation.** The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. **Provider's Obligations.** The Provider's obligations include, but are not limited to, the following:
 - a) **Licensure.** The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) **Provision of Services.** The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.
 - c) **Non-Waiver.** Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
 - d) **Indemnity and Hold Harmless.** The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing

services under this Agreement..

- e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, 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 it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
- 5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
 - 6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.
 - 7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Attachment "A"; Attachment "B"
 - 8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
 - 9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
 - 10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have

the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.

11. Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

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

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
 - e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this

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

15. Miscellaneous Provisions.

- a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
- b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

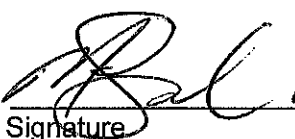
BY: _____
Roger Hernstadt, TOWN MANAGER

BY: _____
Amy Baker, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: COMPANY NAME

BY:  _____
Signature

Morgan Steel
Printed name of person signing

Project Manager
Title (printed)

 _____
Witness Signature

Danielle Fredrickson
Printed name of witness

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 27th day of Sept., 2021 BETWEEN THE TOWN
AND COMPANY NAME PROVIDER.

Zambelli Fireworks

1. SCOPE OF SERVICES: The Provider will perform the following services under this Agreement:

INSERT SCOPE

Please see Proposal

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 27th DAY OF Sept. 2021 BETWEEN THE TOWN AND **COMPANY NAME** PROVIDER.

Zambelli Fireworks

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":
2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows: n/a

EXHIBIT "C"

INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- b) Employer's Liability with a minimum limit per accident in accordance with statutory requirements;
- c) Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- d) Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2021

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 McGowan Allied Specialty 20595 Lorain Rd Fairview Park OH 44126	CONTACT NAME: Mary Jo Picone	FAX (A/C, No): 440-333-3214	
	PHONE (A/C, No, Ext): 440-333-6300	E-MAIL ADDRESS: mpicone@mcgowanallied.com	
INSURED Zambelli Fireworks Mfg. Co. 120 Marshall Drive Warrendale PA 15086	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: T.H.E. Insurance Company		12866
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

License# 973
ZAMBIFIR-01

COVERAGES

CERTIFICATE NUMBER: 1180549052

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 ☐ PRO-JECT ☐ LOC OTHER:			CPP010316708	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPP010316708	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible Comp/Coll \$ 1,000
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ELP001108108	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine / Hull			CPP010316708	2/1/2021	2/1/2022	HULL LIMIT/SHOW LIMIT 900,000/1,500,00
A	Hired & Non Owned PHD			CPP010316708	2/1/2021	2/1/2022	Total/Actual Cash Val 700,000
A	Excess Auto			ELP001295402	2/1/2021	2/1/2022	Ea Occ & Aggregate 4,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2021

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 The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-	CONTACT NAME: Dina Daniele PHONE (A/C, No, Ext): 215-567-6300 FAX (A/C, No): 215-525-0236 E-MAIL: DANIELE_UNIT@grahamco.com ADDRESS: DANIELE UNIT@grahamco.com
INSURED Zambelli Fireworks Manufacturing Co. 120 Marshall Drive Warrendale PA 15086	INSURER(S) AFFORDING COVERAGE INSURER A: Argonaut Insurance Company INSURER B: PinnaclePoint Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 857974780

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 CERTIFICATION 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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A B	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	WC928718697544 WCP7001893	2/1/2021 2/1/2021	2/1/2022 2/1/2022	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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EXHIBIT 1 - PUBLIC ENTITY CRIME AFFIDAVIT

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

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

1. This sworn statement is submitted to Town of Ft. Myers Beach
(print name of public entity)

by Morgan Steel, Project Manager
(print individual's name and title)

for Zambelli Fireworks
(print name of entity submitting sworn statement)

whose business address is 120 Marshall Drive
Warrendale, PA 15086 (Corporate Office)

and (if applicable) its Federal Employer Identification Number (FEIN) is 25-1092931
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

Request for Proposals – #RFP-21-19-TC
Fireworks Display for Town of Fort Myers Beach

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

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

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



(Signature)

STATE OF Florida

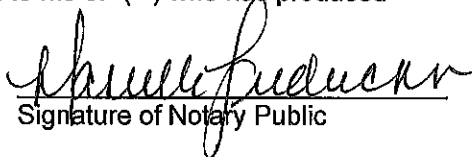
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 27th day of September, 2021, by Morgan Steel, by means of (x) physical presence or () online notarization, personally appeared before me and (x) is personally known to me or () who has produced _____, as identification.

My Commission Expires: 08-02-2022



Danielle Fredrickson
Commission # GG208946
Expires: August 2, 2022
Bonded thru Aaron Notary



Signature of Notary Public

Notary Public, State of
Florida

Printed, Typed or Stamped Name

Commission/Serial No. GG208946

Danielle Fredrickson

3.1

EXHIBIT 2 – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name: Zambelli Fireworks
[Signature] Project Manager - 09/27/2021
(Signature) (Title) (Date)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 27th day of September, 20 21, by Morgan Steel, by means of (x) physical presence or () online notarization, personally appeared before me and (x) is personally known to me or () who has produced _____ as identification.

My Commission Expires: 08/02/2022



Danielle Fredrickson
Commission # GG208946
Expires: August 2, 2022
Bonded thru Aaron Notary

[Signature]
Signature of Notary Public

Notary Public, State of
Florida

Commission/Serial No. GG208946

Danielle Fredrickson
Printed, Typed or Stamped Name

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

PRICE SHEET PLACE THIS EXHIBIT IN SEPARATE SEALED ENVELOPE

Vendor Name Zambelli Fireworks

All items shall be delivered F.O.B. destination Fort Myers Beach, FL and delivery costs and charges (if any) must be included in the bid price. Failure to do so may be cause for rejection of the bid. Indicate No Bid in the Box if you choose not to provide that service

From Lee County pier	Firework Display Only	Firework Display & Full Event
20 minute pyrotechnic firework display done at 9 pm on a weekday	\$20,000.00	No Bid
20 minute pyrotechnic firework display done at midnight on a weekday	\$20,000.00	No Bid
20 minute pyrotechnic firework display done at 9 pm on a holiday	\$20,000.00	No Bid
20 minute pyrotechnic firework display done at midnight on a holiday	\$20,000.00	No Bid
From Barge supplied by contractor	\$22,000.00 + \$30,000.00 for Barge	No Bid
20 minute pyrotechnic firework display done at 9 pm on a weekday	\$22,000.00 + \$30,000.00 for Barge	No Bid
20 minute pyrotechnic firework display done at midnight on a weekday	\$22,000.00 + \$30,000.00 for Barge	No Bid
20 minute pyrotechnic firework display done at 9 pm on a weekday	\$22,000.00 + \$30,000.00 for Barge	No Bid
20 minute pyrotechnic firework display done at midnight on a weekday	\$22,000.00 + \$30,000.00 for Barge	No Bid

Rain Date Prices If Different: Fees incurred include security and barge rental extension.

Cancellation Policy: Please see proposal

Postponement/Delay Policy (Ex: COVID-19): COVID Ryder

Other Conditions/Costs: None



**PUBLIC NOTICE
--- BID OPENING ---**

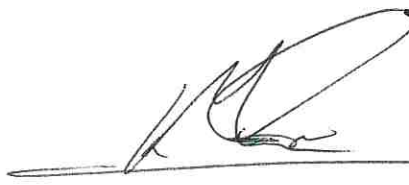
**THE TOWN OF FORT MYERS BEACH WILL HOLD A PUBLIC
BID OPENING FOR:**

**FIREWORKS DISPLAY
FOR THE
TOWN OF FORT MYERS BEACH
RFP-21-19-TC**

TUESDAY, SEPTEMBER 28, 2021 AT 2:15 PM

**COUNCIL CHAMBERS
2525 ESTERO BOULEVARD
FORT MYERS BEACH, FL 33931**

All awards made as a result of this bid shall conform to applicable State laws and local ordinances. The Town reserves the right to accept or reject any bid in its sole discretion or not make any award.

 9/27/21

TOWN OF FORT MYERS BEACH
FIREWORKS DISPLAY
Tuesday, September 28,2021
RFP-21-19-TC BID OPENING TABULATION DRAFT

Proposing Firm	Technical Knowledge & Competence	Service Orientation & Professionalism	References	Price Sheet (Sealed before Opening)	Subcontracting	Public Entities Crime Form	Immigration Laws Affadvit	Signed Proposal	Acknowledge SPA	Envelope Sealed & Marked	List of 3 References	1 Original, 3 Copies, 1 electronic copy provided
Garden State Fireworks	√	√	√	√	√ - None	√	√	√	√	√	√	√
Zambelli Fireworks	√	√	√ Experience List	√ Not Sealed		√	√	√	√	√	√ Experience List	√

Staff Present:

Jason Freeman

Eva Spychalski

1. Requested Motion:

Meeting Date: October 18, 2021

First Reading and Public Hearing: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE VI OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH ENTITLED "PROHIBITION OF PLASTIC STRAWS", TO PROHIBIT THE DISTRIBUTION OF NON-BIODEGRADABLE STRAWS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on November 1, 2021 at 9:00 AM

Why the action is necessary:

Petroleum-based straws were banned from distribution on Fort Myers Beach in 2017 due to their persistence to remain in the environment with deleterious effects on wildlife and the quality of life of the Town's residents. In recent years, technology has been developed to create a plastic straw that is biodegradable in the marine environment. The biodegradable plastic straws have become a preferred straw for distribution in a number of Fort Myers Beach businesses.

Currently, plastic straws are prohibited, regardless of whether they are biodegradable. This amendment to the Prohibition of Plastic Straws would give Fort Myers Beach businesses an environmentally friendly alternative to petroleum-based plastic straws and paper-based straws.

What the action accomplishes:

The action amends the Prohibition on Plastic Straw Ordinance to give Fort Myers Beach businesses an environmentally friendly plastic alternative to petroleum based plastic straws and paper based straws.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Ordinance

4. Submitter of Information:

5. Background:

Attachments:

1. Ordinance No. 21-06 re Distribution of Biodegradable Straws(126898440.1)-C
2. greenguides
3. Marine Pollution Bulletin - PHA Biodegradation Study 2019
4. PHA vs PLA Compost, Anaerobic and Marine Biodegradation CAL STATE Research
5. Confidential - Phade Testing and Certification 4.14.2021

Financial Impact:

6. Alternative Action

Do not amend the Prohibition of Plastic Straws Ordinance

7. Management Recommendations:

Approve Ordinance 21-06 amending the Prohibition of Plastic Straws to include straw products that meet the FTC standard for Marine Biodegradable.

8. Recommended Approval:

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

Created/Initiated - 10/11/2021
Approved - 10/13/2021
Approved - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

ORDINANCE NO. 21-06

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE VI OF CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH ENTITLED “PROHIBITION OF PLASTIC STRAWS”, TO PROHIBIT THE DISTRIBUTION OF NON-BIODEGRADABLE STRAWS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Town finds that non-biodegradable straws, when irresponsibly discarded, pose an environmental hazard to the health, safety and welfare of the residents and visitors of Fort Myers Beach as well as negatively impacting water quality and the surrounding marine life and natural environment; and,

WHEREAS, straws made of paper, plant, vegetable, and other natural products are available and are a more environmentally friendly alternative to non-biodegradable straws; and

WHEREAS, the Town recognizes that the Federal Trade Commission “Green Guides” (Title 16, CFR 260) establishes a standard for degradable claims for items entering the solid waste stream that such items must completely decompose within one year after customary disposal; and

WHEREAS, the Town desires to amend and clarify the current prohibition on the distribution of plastic straws within its jurisdiction to mean the prohibition on the distribution of non-biodegradable straws.

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

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

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

Section 2. Article VI of Chapter 14 of the Code of Ordinances of the Town of Fort Myers Beach entitled “Prohibition of Plastic Straws” is hereby amended to read as follows:

CHAPTER 14 – ENVIRONMENT

Article VI – ~~Prohibition of Plastic~~ Distribution of Biodegradable Straws

Sec. 14-151. - Name.

This article shall be known as the “~~prohibition of plastic distribution of biodegradable straws~~” ordinance. ~~The preamble and findings of fact above are incorporated herein.~~

Sec. 14-152. - Definitions.

- (a) “*Person*” means any person, business, corporation, public nonprofit entity, agency or institution, partnership or other organization or group, however organized.
- (b) “*Natural products*” means an item containing nothing artificial or synthetic in its compounds while it remains a whole item and throughout its decomposition process.
- (c) “*Straw*” means a tube for transferring a beverage from its container to the mouth of the drinker by suction.
- (d) “*Distribution*” or “*to distribute*” means the vending, sale, giving, deployment or delivering for any purpose of a straw, other than as defined herein, whether or not incident to the sale, vending or provision of any kind of beverage in a container. “Distribution” does not include provision of a straw with a beverage on private property used as a residence, or by the School Board of Lee County, or by beverages prepared and packaged outside the town, provided such beverage is not altered, packaged or repackaged within the town.
- (e) “Biodegradable” means the product and the product packaging will completely break down, degrade, and

return to nature decomposing into elements found in nature within 1 year after customary disposal.

Sec. 14-153. - Distribution of ~~plastic~~ biodegradable straws ~~prohibited.~~

~~Beginning 90 days after the date of adoption of the ordinance codified herein,~~ No person shall distribute plastic straws within the Town unless the straw and packaging are biodegradable.

Section 3. The Town Council intends that the provisions of this ordinance be made a part of the Fort Myers Beach Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the Town Manager without further process.

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

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

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

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

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

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

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

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

PART 260– GUIDES FOR THE USE OF ENVIRONMENTAL MARKETING CLAIMS

Sec.	260.1	Purpose, Scope, and Structure of the Guides.
	260.2	Interpretation and Substantiation of Environmental Marketing Claims.
	260.3	General Principles.
	260.4	General Environmental Benefit Claims.
	260.5	Carbon Offsets.
	260.6	Certifications and Seals of Approval.
	260.7	Compostable Claims.
	260.8	Degradable Claims.
	260.9	Free-Of Claims.
	260.10	Non-Toxic Claims.
	260.11	Ozone-Safe and Ozone-Friendly Claims.
	260.12	Recyclable Claims.
	260.13	Recycled Content Claims.
	260.14	Refillable Claims.
	260.15	Renewable Energy Claims.
	260.16	Renewable Materials Claims.
	260.17	Source Reduction Claims.

Authority: 15 U.S.C. 41-58.

§ 260.1 Purpose, Scope, and Structure of the Guides.

(a) These guides set forth the Federal Trade Commission’s current views about environmental claims. The guides help marketers avoid making environmental marketing claims that are unfair or deceptive under Section 5 of the FTC Act, 15 U.S.C. § 45. They do not confer

any rights on any person and do not operate to bind the FTC or the public. The Commission, however, can take action under the FTC Act if a marketer makes an environmental claim inconsistent with the guides. In any such enforcement action, the Commission must prove that the challenged act or practice is unfair or deceptive in violation of Section 5 of the FTC Act.

(b) These guides do not preempt federal, state, or local laws. Compliance with those laws, however, will not necessarily preclude Commission law enforcement action under the FTC Act.

(c) These guides apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service to individuals. These guides also apply to business-to-business transactions. The guides apply to environmental claims in labeling, advertising, promotional materials, and all other forms of marketing in any medium, whether asserted directly or by implication, through words, symbols, logos, depictions, product brand names, or any other means.

(d) The guides consist of general principles, specific guidance on the use of particular environmental claims, and examples. Claims may raise issues that are addressed by more than one example and in more than one section of the guides. The examples provide the Commission's views on how reasonable consumers likely interpret certain claims. The guides are based on marketing to a general audience. However, when a marketer targets a particular segment of consumers, the Commission will examine how reasonable members of that group interpret the advertisement. Whether a particular claim is deceptive will depend on the net impression of the advertisement, label, or other promotional material at issue. In addition, although many examples present specific claims and options for qualifying claims, the examples do not illustrate all permissible claims or qualifications under Section 5 of the FTC Act. Nor do they illustrate the only ways to comply with the guides. Marketers can use an alternative

approach if the approach satisfies the requirements of Section 5 of the FTC Act. All examples assume that the described claims otherwise comply with Section 5. Where particularly useful, the Guides incorporate a reminder to this effect.

§ 260.2 Interpretation and Substantiation of Environmental Marketing Claims.

Section 5 of the FTC Act prohibits deceptive acts and practices in or affecting commerce. A representation, omission, or practice is deceptive if it is likely to mislead consumers acting reasonably under the circumstances and is material to consumers' decisions. See FTC Policy Statement on Deception, 103 FTC 174 (1983). To determine if an advertisement is deceptive, marketers must identify all express and implied claims that the advertisement reasonably conveys. Marketers must ensure that all reasonable interpretations of their claims are truthful, not misleading, and supported by a reasonable basis before they make the claims. See FTC Policy Statement Regarding Advertising Substantiation, 104 FTC 839 (1984). In the context of environmental marketing claims, a reasonable basis often requires competent and reliable scientific evidence. Such evidence consists of tests, analyses, research, or studies that have been conducted and evaluated in an objective manner by qualified persons and are generally accepted in the profession to yield accurate and reliable results. Such evidence should be sufficient in quality and quantity based on standards generally accepted in the relevant scientific fields, when considered in light of the entire body of relevant and reliable scientific evidence, to substantiate that each of the marketing claims is true.

§ 260.3 General Principles.

The following general principles apply to all environmental marketing claims, including those described in §§ 260.4 - 16. Claims should comport with all relevant provisions of these guides.

(a) **Qualifications and disclosures:** To prevent deceptive claims, qualifications and disclosures should be clear, prominent, and understandable. To make disclosures clear and prominent, marketers should use plain language and sufficiently large type, should place disclosures in close proximity to the qualified claim, and should avoid making inconsistent statements or using distracting elements that could undercut or contradict the disclosure.

(b) **Distinction between benefits of product, package, and service:** Unless it is clear from the context, an environmental marketing claim should specify whether it refers to the product, the product's packaging, a service, or just to a portion of the product, package, or service. In general, if the environmental attribute applies to all but minor, incidental components of a product or package, the marketer need not qualify the claim to identify that fact. However, there may be exceptions to this general principle. For example, if a marketer makes an unqualified recyclable claim, and the presence of the incidental component significantly limits the ability to recycle the product, the claim would be deceptive.

Example 1: A plastic package containing a new shower curtain is labeled "recyclable" without further elaboration. Because the context of the claim does not make clear whether it refers to the plastic package or the shower curtain, the claim is deceptive if any part of either the package or the curtain, other than minor, incidental components, cannot be recycled.

Example 2: A soft drink bottle is labeled "recycled." The bottle is made entirely from recycled materials, but the bottle cap is not. Because the bottle cap is a minor, incidental component of the package, the claim is not deceptive.

(c) **Overstatement of environmental attribute:** An environmental marketing claim should not overstate, directly or by implication, an environmental attribute or benefit. Marketers should not state or imply environmental benefits if the benefits are negligible.

Example 1: An area rug is labeled “50% more recycled content than before.” The manufacturer increased the recycled content of its rug from 2% recycled fiber to 3%. Although the claim is technically true, it likely conveys the false impression that the manufacturer has increased significantly the use of recycled fiber.

Example 2: A trash bag is labeled “recyclable” without qualification. Because trash bags ordinarily are not separated from other trash at the landfill or incinerator for recycling, they are highly unlikely to be used again for any purpose. Even if the bag is technically capable of being recycled, the claim is deceptive since it asserts an environmental benefit where no meaningful benefit exists.

(d) **Comparative claims:** Comparative environmental marketing claims should be clear to avoid consumer confusion about the comparison. Marketers should have substantiation for the comparison.

Example 1: An advertiser notes that its glass bathroom tiles contain “20% more recycled content.” Depending on the context, the claim could be a comparison either to the advertiser’s immediately preceding product or to its competitors’ products. The advertiser should have substantiation for both interpretations. Otherwise, the advertiser should make the basis for comparison clear, for example, by saying “20% more recycled content than our previous bathroom tiles.”

Example 2: An advertiser claims that “our plastic diaper liner has the most recycled content.” The diaper liner has more recycled content, calculated as a percentage of

weight, than any other on the market, although it is still well under 100%. The claim likely conveys that the product contains a significant percentage of recycled content and has significantly more recycled content than its competitors. If the advertiser cannot substantiate these messages, the claim would be deceptive.

Example 3: An advertiser claims that its packaging creates “less waste than the leading national brand.” The advertiser implemented the source reduction several years ago and supported the claim by calculating the relative solid waste contributions of the two packages. The advertiser should have substantiation that the comparison remains accurate.

Example 4: A product is advertised as “environmentally preferable.” This claim likely conveys that the product is environmentally superior to other products. Because it is highly unlikely that the marketer can substantiate the messages conveyed by this statement, this claim is deceptive. The claim would not be deceptive if the marketer accompanied it with clear and prominent language limiting the environmental superiority representation to the particular attributes for which the marketer has substantiation, provided the advertisement’s context does not imply other deceptive claims. For example, the claim “Environmentally preferable: contains 50% recycled content compared to 20% for the leading brand” would not be deceptive.

§ 260.4 General Environmental Benefit Claims.

- (a) It is deceptive to misrepresent, directly or by implication, that a product, package, or service offers a general environmental benefit.
- (b) Unqualified general environmental benefit claims are difficult to interpret and likely convey a wide range of meanings. In many cases, such claims likely convey that the product,

package, or service has specific and far-reaching environmental benefits and may convey that the item or service has no negative environmental impact. Because it is highly unlikely that marketers can substantiate all reasonable interpretations of these claims, marketers should not make unqualified general environmental benefit claims.

(c) Marketers can qualify general environmental benefit claims to prevent deception about the nature of the environmental benefit being asserted. To avoid deception, marketers should use clear and prominent qualifying language that limits the claim to a specific benefit or benefits. Marketers should not imply that any specific benefit is significant if it is, in fact, negligible. If a qualified general claim conveys that a product is more environmentally beneficial overall because of the particular touted benefit(s), marketers should analyze trade-offs resulting from the benefit(s) to determine if they can substantiate this claim.

(d) Even if a marketer explains, and has substantiation for, the product's specific environmental attributes, this explanation will not adequately qualify a general environmental benefit claim if the advertisement otherwise implies deceptive claims. Therefore, marketers should ensure that the advertisement's context does not imply deceptive environmental claims.

Example 1: The brand name "Eco-friendly" likely conveys that the product has far-reaching environmental benefits and may convey that the product has no negative environmental impact. Because it is highly unlikely that the marketer can substantiate these claims, the use of such a brand name is deceptive. A claim, such as "Eco-friendly: made with recycled materials," would not be deceptive if: (1) the statement "made with recycled materials" is clear and prominent; (2) the marketer can substantiate that the entire product or package, excluding minor, incidental components, is made from recycled material; (3) making the product with recycled materials makes the product

more environmentally beneficial overall; and (4) the advertisement's context does not imply other deceptive claims.

Example 2: A marketer states that its packaging is now "Greener than our previous packaging." The packaging weighs 15% less than previous packaging, but it is not recyclable nor has it been improved in any other material respect. The claim is deceptive because reasonable consumers likely would interpret "Greener" in this context to mean that other significant environmental aspects of the packaging also are improved over previous packaging. A claim stating "Greener than our previous packaging" accompanied by clear and prominent language such as, "We've reduced the weight of our packaging by 15%," would not be deceptive, provided that reducing the packaging's weight makes the product more environmentally beneficial overall and the advertisement's context does not imply other deceptive claims.

Example 3: A marketer's advertisement features a picture of a laser printer in a bird's nest balancing on a tree branch, surrounded by a dense forest. In green type, the marketer states, "Buy our printer. Make a change." Although the advertisement does not expressly claim that the product has environmental benefits, the featured images, in combination with the text, likely convey that the product has far-reaching environmental benefits and may convey that the product has no negative environmental impact. Because it is highly unlikely that the marketer can substantiate these claims, this advertisement is deceptive.

Example 4: A manufacturer's website states, "Eco-smart gas-powered lawn mower with improved fuel efficiency!" The manufacturer increased the fuel efficiency by 1/10 of a percent. Although the manufacturer's claim that it has improved its fuel efficiency

technically is true, it likely conveys the false impression that the manufacturer has significantly increased the mower's fuel efficiency.

Example 5: A marketer reduces the weight of its plastic beverage bottles. The bottles' labels state: "Environmentally-friendly improvement. 25% less plastic than our previous packaging." The plastic bottles are 25 percent lighter but otherwise are no different. The advertisement conveys that the bottles are more environmentally beneficial overall because of the source reduction. To substantiate this claim, the marketer likely can analyze the impacts of the source reduction without evaluating environmental impacts throughout the packaging's life cycle. If, however, manufacturing the new bottles significantly alters environmental attributes earlier or later in the bottles' life cycle, i.e., manufacturing the bottles requires more energy or a different kind of plastic, then a more comprehensive analysis may be appropriate.

§ 260.5 Carbon Offsets.

- (a) Given the complexities of carbon offsets, sellers should employ competent and reliable scientific and accounting methods to properly quantify claimed emission reductions and to ensure that they do not sell the same reduction more than one time.
- (b) It is deceptive to misrepresent, directly or by implication, that a carbon offset represents emission reductions that have already occurred or will occur in the immediate future. To avoid deception, marketers should clearly and prominently disclose if the carbon offset represents emission reductions that will not occur for two years or longer.
- (c) It is deceptive to claim, directly or by implication, that a carbon offset represents an emission reduction if the reduction, or the activity that caused the reduction, was required by law.

Example 1: On its website, an online travel agency invites consumers to purchase offsets to “neutralize the carbon emissions from your flight.” The proceeds from the offset sales fund future projects that will not reduce greenhouse gas emissions for two years. The claim likely conveys that the emission reductions either already have occurred or will occur in the near future. Therefore, the advertisement is deceptive. It would not be deceptive if the agency’s website stated “Offset the carbon emissions from your flight by funding new projects that will begin reducing emissions in two years.”

Example 2: An offset provider claims that its product “will offset your own ‘dirty’ driving habits.” The offset is based on methane capture at a landfill facility. State law requires this facility to capture all methane emitted from the landfill. The claim is deceptive because the emission reduction would have occurred regardless of whether consumers purchased the offsets.

§ 260.6 Certifications and Seals of Approval.

- (a) It is deceptive to misrepresent, directly or by implication, that a product, package, or service has been endorsed or certified by an independent third party.
- (b) A marketer’s use of the name, logo, or seal of approval of a third-party certifier or organization may be an endorsement, which should meet the criteria for endorsements provided in the FTC’s Endorsement Guides, 16 C.F.R. Part 255, including Definitions (§ 255.0), General Considerations (§ 255.1), Expert Endorsements (§ 255.3), Endorsements by Organizations (§ 255.4), and Disclosure of Material Connections (§ 255.5).¹

¹ The examples in this section assume that the certifiers’ endorsements meet the criteria provided in the Expert Endorsements (255.3) and Endorsements by Organizations (255.4) sections of the Endorsement Guides.

- (c) Third-party certification does not eliminate a marketer's obligation to ensure that it has substantiation for all claims reasonably communicated by the certification.
- (d) A marketer's use of an environmental certification or seal of approval likely conveys that the product offers a general environmental benefit (see § 260.4) if the certification or seal does not convey the basis for the certification or seal, either through the name or some other means. Because it is highly unlikely that marketers can substantiate general environmental benefit claims, marketers should not use environmental certifications or seals that do not convey the basis for the certification.
- (e) Marketers can qualify general environmental benefit claims conveyed by environmental certifications and seals of approval to prevent deception about the nature of the environmental benefit being asserted. To avoid deception, marketers should use clear and prominent qualifying language that clearly conveys that the certification or seal refers only to specific and limited benefits.

Example 1: An advertisement for paint features a “GreenLogo” seal and the statement “GreenLogo for Environmental Excellence.” This advertisement likely conveys that:

- (1) the GreenLogo seal is awarded by an independent, third-party certifier with appropriate expertise in evaluating the environmental attributes of paint; and (2) the product has far-reaching environmental benefits. If the paint manufacturer awarded the seal to its own product, and no independent, third-party certifier objectively evaluated the paint using independent standards, the claim would be deceptive. The claim would not be deceptive if the marketer accompanied the seal with clear and prominent language:
- (1) indicating that the marketer awarded the GreenLogo seal to its own product; and (2) clearly conveying that the award refers only to specific and limited benefits.

Example 2: A manufacturer advertises its product as “certified by the American Institute of Degradable Materials.” Because the advertisement does not mention that the American Institute of Degradable Materials (“AIDM”) is an industry trade association, the certification likely conveys that it was awarded by an independent certifier. To be certified, marketers must meet standards that have been developed and maintained by a voluntary consensus standard body.² An independent auditor applies these standards objectively. This advertisement likely is not deceptive if the manufacturer complies with § 260.8 of the Guides (Degradable Claims) because the certification is based on independently-developed and -maintained standards and an independent auditor applies the standards objectively.

Example 3: A product features a seal of approval from “The Forest Products Industry Association,” an industry certifier with appropriate expertise in evaluating the environmental attributes of paper products. Because it is clear from the certifier’s name that the product has been certified by an industry certifier, the certification likely does not convey that it was awarded by an independent certifier. The use of the seal likely is not deceptive provided that the advertisement does not imply other deceptive claims.

² Voluntary consensus standard bodies are “organizations which plan, develop, establish, or coordinate voluntary consensus standards using agreed-upon procedures. . . . A voluntary consensus standards body is defined by the following attributes: (i) openness, (ii) balance of interest, (iii) due process, (iv) an appeals process, (v) consensus, which is defined as general agreement, but not necessarily unanimity, and includes a process for attempting to resolve objections by interested parties, as long as all comments have been fairly considered, each objector is advised of the disposition of his or her objection(s) and the reasons why, and the consensus members are given an opportunity to change their votes after reviewing the comments.” Memorandum for Heads of Executive Departments and Agencies on Federal Participation in the Development and Use of Voluntary Consensus Assessment Activities, February 10, 1998, Circular No. A-119 Revised, Office of Management and Budget at www.whitehouse.gov/omb/circulars_a119.

Example 4: A marketer's package features a seal of approval with the text "Certified Non-Toxic." The seal is awarded by a certifier with appropriate expertise in evaluating ingredient safety and potential toxicity. It applies standards developed by a voluntary consensus standard body. Although non-industry members comprise a majority of the certifier's board, an industry veto could override any proposed changes to the standards. This certification likely conveys that the product is certified by an independent organization. This claim would be deceptive because industry members can veto any proposed changes to the standards.

Example 5: A marketer's industry sales brochure for overhead lighting features a seal with the text "EcoFriendly Building Association" to show that the marketer is a member of that organization. Although the lighting manufacturer is, in fact, a member, this association has not evaluated the environmental attributes of the marketer's product. This advertisement would be deceptive because it likely conveys that the EcoFriendly Building Association evaluated the product through testing or other objective standards. It also is likely to convey that the lighting has far-reaching environmental benefits. The use of the seal would not be deceptive if the manufacturer accompanies it with clear and prominent qualifying language: (1) indicating that the seal refers to the company's membership only and that the association did not evaluate the product's environmental attributes; and (2) limiting the general environmental benefit representations, both express and implied, to the particular product attributes for which the marketer has substantiation. For example, the marketer could state: "Although we are a member of the EcoFriendly Building Association, it has not evaluated this product. Our lighting is made from 100 percent recycled metal and uses energy efficient LED technology."

Example 6: A product label contains an environmental seal, either in the form of a globe icon or a globe icon with the text “EarthSmart.” EarthSmart is an independent, third-party certifier with appropriate expertise in evaluating chemical emissions of products. While the marketer meets EarthSmart’s standards for reduced chemical emissions during product usage, the product has no other specific environmental benefits. Either seal likely conveys that the product has far-reaching environmental benefits, and that EarthSmart certified the product for all of these benefits. If the marketer cannot substantiate these claims, the use of the seal would be deceptive. The seal would not be deceptive if the marketer accompanied it with clear and prominent language clearly conveying that the certification refers only to specific and limited benefits. For example, the marketer could state next to the globe icon: “EarthSmart certifies that this product meets EarthSmart standards for reduced chemical emissions during product usage.” Alternatively, the claim would not be deceptive if the EarthSmart environmental seal itself stated: “EarthSmart Certified for reduced chemical emissions during product usage.”

Example 7: A one-quart bottle of window cleaner features a seal with the text “Environment Approved,” granted by an independent, third-party certifier with appropriate expertise. The certifier granted the seal after evaluating 35 environmental attributes. This seal likely conveys that the product has far-reaching environmental benefits and that Environment Approved certified the product for all of these benefits and therefore is likely deceptive. The seal would likely not be deceptive if the marketer accompanied it with clear and prominent language clearly conveying that the seal refers only to specific and limited benefits. For example, the seal could state: “Virtually all

products impact the environment. For details on which attributes we evaluated, go to [a website that discusses this product].” The referenced webpage provides a detailed summary of the examined environmental attributes. A reference to a website is appropriate because the additional information provided on the website is not necessary to prevent the advertisement from being misleading. As always, the marketer also should ensure that the advertisement does not imply other deceptive claims, and that the certifier’s criteria are sufficiently rigorous to substantiate all material claims reasonably communicated by the certification.

Example 8: Great Paper Company sells photocopy paper with packaging that has a seal of approval from the No Chlorine Products Association, a non-profit third-party association. Great Paper Company paid the No Chlorine Products Association a reasonable fee for the certification. Consumers would reasonably expect that marketers have to pay for certification. Therefore, there are no material connections between Great Paper Company and the No Chlorine Products Association. The claim would not be deceptive.

§ 260.7 Compostable Claims.

- (a) It is deceptive to misrepresent, directly or by implication, that a product or package is compostable.
- (b) A marketer claiming that an item is compostable should have competent and reliable scientific evidence that all the materials in the item will break down into, or otherwise become part of, usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner (i.e., in approximately the same time as the materials with which it is composted) in an appropriate composting facility, or in a home compost pile or device.

(c) A marketer should clearly and prominently qualify compostable claims to the extent necessary to avoid deception if: (1) the item cannot be composted safely or in a timely manner in a home compost pile or device; or (2) the claim misleads reasonable consumers about the environmental benefit provided when the item is disposed of in a landfill.

(d) To avoid deception about the limited availability of municipal or institutional composting facilities, a marketer should clearly and prominently qualify compostable claims if such facilities are not available to a substantial majority of consumers or communities where the item is sold.

Example 1: A manufacturer indicates that its unbleached coffee filter is compostable.

The unqualified claim is not deceptive, provided the manufacturer has substantiation that the filter can be converted safely to usable compost in a timely manner in a home compost pile or device. If so, the extent of local municipal or institutional composting facilities is irrelevant.

Example 2: A garden center sells grass clipping bags labeled as “Compostable in California Municipal Yard Trimmings Composting Facilities.” When the bags break down, however, they release toxins into the compost. The claim is deceptive if the presence of these toxins prevents the compost from being usable.

Example 3: A manufacturer makes an unqualified claim that its package is compostable. Although municipal or institutional composting facilities exist where the product is sold, the package will not break down into usable compost in a home compost pile or device. To avoid deception, the manufacturer should clearly and prominently disclose that the package is not suitable for home composting.

Example 4: Nationally marketed lawn and leaf bags state “compostable” on each bag. The bags also feature text disclosing that the bag is not designed for use in home compost

piles. Yard trimmings programs in many communities compost these bags, but such programs are not available to a substantial majority of consumers or communities where the bag is sold. The claim is deceptive because it likely conveys that composting facilities are available to a substantial majority of consumers or communities. To avoid deception, the marketer should clearly and prominently indicate the limited availability of such programs. A marketer could state “Appropriate facilities may not exist in your area,” or provide the approximate percentage of communities or consumers for which such programs are available.

Example 5: A manufacturer sells a disposable diaper that states, “This diaper can be composted if your community is one of the 50 that have composting facilities.” The claim is not deceptive if composting facilities are available as claimed and the manufacturer has substantiation that the diaper can be converted safely to usable compost in solid waste composting facilities.

Example 6: A manufacturer markets yard trimmings bags only to consumers residing in particular geographic areas served by county yard trimmings composting programs. The bags meet specifications for these programs and are labeled, “Compostable Yard Trimmings Bag for County Composting Programs.” The claim is not deceptive. Because the bags are compostable where they are sold, a qualification is not needed to indicate the limited availability of composting facilities.

§ 260.8 Degradable Claims.

(a) It is deceptive to misrepresent, directly or by implication, that a product or package is degradable, biodegradable, oxo-degradable, oxo-biodegradable, or photodegradable. The

following guidance for degradable claims also applies to biodegradable, oxo-degradable, oxo-biodegradable, and photodegradable claims.

(b) A marketer making an unqualified degradable claim should have competent and reliable scientific evidence that the entire item will completely break down and return to nature (i.e., decompose into elements found in nature) within a reasonably short period of time after customary disposal.

(c) It is deceptive to make an unqualified degradable claim for items entering the solid waste stream if the items do not completely decompose within one year after customary disposal.

Unqualified degradable claims for items that are customarily disposed in landfills, incinerators, and recycling facilities are deceptive because these locations do not present conditions in which complete decomposition will occur within one year.

(d) Degradable claims should be qualified clearly and prominently to the extent necessary to avoid deception about: (1) the product's or package's ability to degrade in the environment where it is customarily disposed; and (2) the rate and extent of degradation.

Example 1: A marketer advertises its trash bags using an unqualified “degradable” claim. The marketer relies on soil burial tests to show that the product will decompose in the presence of water and oxygen. Consumers, however, place trash bags into the solid waste stream, which customarily terminates in incineration facilities or landfills where they will not degrade within one year. The claim is, therefore, deceptive.

Example 2: A marketer advertises a commercial agricultural plastic mulch film with the claim “Photodegradable,” and clearly and prominently qualifies the term with the phrase “Will break down into small pieces if left uncovered in sunlight.” The advertiser possesses competent and reliable scientific evidence that within one year, the product

will break down, after being exposed to sunlight, into sufficiently small pieces to become part of the soil. Thus, the qualified claim is not deceptive. Because the claim is qualified to indicate the limited extent of breakdown, the advertiser need not meet the consumer expectations for an unqualified photodegradable claim, i.e., that the product will not only break down, but also will decompose into elements found in nature.

Example 3: A marketer advertises its shampoo as “biodegradable” without qualification. The advertisement makes clear that only the shampoo, and not the bottle, is biodegradable. The marketer has competent and reliable scientific evidence demonstrating that the shampoo, which is customarily disposed in sewage systems, will break down and decompose into elements found in nature in a reasonably short period of time in the sewage system environment. Therefore, the claim is not deceptive.

Example 4: A plastic six-pack ring carrier is marked with a small diamond. Several state laws require that the carriers be marked with this symbol to indicate that they meet certain degradability standards if the carriers are littered. The use of the diamond by itself, in an inconspicuous location, does not constitute a degradable claim. Consumers are unlikely to interpret an inconspicuous diamond symbol, without more, as an unqualified photodegradable claim.³

Example 5: A fiber pot containing a plant is labeled “biodegradable.” The pot is customarily buried in the soil along with the plant. Once buried, the pot fully

³ The Guides’ treatment of unqualified degradable claims is intended to help prevent deception and is not intended to establish performance standards to ensure the degradability of products when littered.

decomposes during the growing season, allowing the roots of the plant to grow into the surrounding soil. The unqualified claim is not deceptive.

§ 260.9 Free-Of Claims.

- (a) It is deceptive to misrepresent, directly or by implication, that a product, package, or service is free of, or does not contain or use, a substance. Such claims should be clearly and prominently qualified to the extent necessary to avoid deception.
- (b) A truthful claim that a product, package, or service is free of, or does not contain or use, a substance may nevertheless be deceptive if: (1) the product, package, or service contains or uses substances that pose the same or similar environmental risks as the substance that is not present; or (2) the substance has not been associated with the product category.
- (c) Depending on the context, a free-of or does-not-contain claim is appropriate even for a product, package, or service that contains or uses a trace amount of a substance if: (1) the level of the specified substance is no more than that which would be found as an acknowledged trace contaminant or background level;⁴ (2) the substance's presence does not cause material harm that consumers typically associate with that substance; and (3) the substance has not been added intentionally to the product.

Example 1: A package of t-shirts is labeled “Shirts made with a chlorine-free bleaching process.” The shirts, however, are bleached with a process that releases a reduced, but still significant, amount of the same harmful byproducts associated with chlorine bleaching. The claim overstates the product's benefits because reasonable consumers

⁴ “Trace contaminant” and “background level” are imprecise terms, although allowable manufacturing “trace contaminants” may be defined according to the product area concerned. What constitutes a trace amount or background level depends on the substance at issue, and requires a case-by-case analysis.

likely would interpret it to mean that the product's manufacture does not cause any of the environmental risks posed by chlorine bleaching. A substantiated claim, however, that the shirts were "bleached with a process that releases 50% less of the harmful byproducts associated with chlorine bleaching" would not be deceptive.

Example 2: A manufacturer advertises its insulation as "formaldehyde free." Although the manufacturer does not use formaldehyde as a binding agent to produce the insulation, tests show that the insulation still emits trace amounts of formaldehyde. The seller has substantiation that formaldehyde is present in trace amounts in virtually all indoor and (to a lesser extent) outdoor environments and that its insulation emits less formaldehyde than is typically present in outdoor environments. Further, the seller has substantiation that the trace amounts of formaldehyde emitted by the insulation do not cause material harm that consumers typically associate with formaldehyde. In this context, the trace levels of formaldehyde emissions likely are inconsequential to consumers. Therefore, the seller's free-of claim would not be deceptive.

§ 260.10 Non-Toxic Claims.

- (a) It is deceptive to misrepresent, directly or by implication, that a product, package, or service is non-toxic. Non-toxic claims should be clearly and prominently qualified to the extent necessary to avoid deception.
- (b) A non-toxic claim likely conveys that a product, package, or service is non-toxic both for humans and for the environment generally. Therefore, marketers making non-toxic claims should have competent and reliable scientific evidence that the product, package, or service is non-toxic for humans and for the environment or should clearly and prominently qualify their claims to avoid deception.

Example 1: A marketer advertises a cleaning product as “essentially non-toxic” and “practically non-toxic.” The advertisement likely conveys that the product does not pose any risk to humans or the environment, including household pets. If the cleaning product poses no risk to humans but is toxic to the environment, the claims would be deceptive.

§ 260.11 Ozone-Safe and Ozone-Friendly Claims.

It is deceptive to misrepresent, directly or by implication, that a product, package, or service is safe for, or friendly to, the ozone layer or the atmosphere.

Example 1: A product is labeled “ozone-friendly.” The claim is deceptive if the product contains any ozone-depleting substance, including those substances listed as Class I or Class II chemicals in Title VI of the Clean Air Act Amendments of 1990, Pub. L. No. 101-549, and others subsequently designated by EPA as ozone-depleting substances. These chemicals include chlorofluorocarbons (CFCs), halons, carbon tetrachloride, 1,1,1-trichloroethane, methyl bromide, hydrobromofluorocarbons, and hydrochlorofluorocarbons (HCFCs).

Example 2: An aerosol air freshener is labeled “ozone-friendly.” Some of the product’s ingredients are volatile organic compounds (VOCs) that may cause smog by contributing to ground-level ozone formation. The claim likely conveys that the product is safe for the atmosphere as a whole, and, therefore, is deceptive.

§ 260.12 Recyclable Claims.

(a) It is deceptive to misrepresent, directly or by implication, that a product or package is recyclable. A product or package should not be marketed as recyclable unless it can be collected, separated, or otherwise recovered from the waste stream through an established recycling program for reuse or use in manufacturing or assembling another item.

(b) Marketers should clearly and prominently qualify recyclable claims to the extent necessary to avoid deception about the availability of recycling programs and collection sites to consumers.

(1) When recycling facilities are available to a substantial majority of consumers or communities where the item is sold, marketers can make unqualified recyclable claims. The term “substantial majority,” as used in this context, means at least 60 percent.

(2) When recycling facilities are available to less than a substantial majority of consumers or communities where the item is sold, marketers should qualify all recyclable claims. Marketers may always qualify recyclable claims by stating the percentage of consumers or communities that have access to facilities that recycle the item.

Alternatively, marketers may use qualifications that vary in strength depending on facility availability. The lower the level of access to an appropriate facility is, the more strongly the marketer should emphasize the limited availability of recycling for the product. For example, if recycling facilities are available to slightly less than a substantial majority of consumers or communities where the item is sold, a marketer may qualify a recyclable claim by stating: “This product [package] may not be recyclable in your area,” or “Recycling facilities for this product [package] may not exist in your area.” If recycling facilities are available only to a few consumers, marketers should use stronger clarifications. For example, a marketer in this situation may qualify its recyclable claim by stating: “This product [package] is recyclable only in the few communities that have appropriate recycling facilities.”

(c) Marketers can make unqualified recyclable claims for a product or package if the entire product or package, excluding minor incidental components, is recyclable. For items that are

partially made of recyclable components, marketers should clearly and prominently qualify the recyclable claim to avoid deception about which portions are recyclable.

(d) If any component significantly limits the ability to recycle the item, any recyclable claim would be deceptive. An item that is made from recyclable material, but, because of its shape, size, or some other attribute, is not accepted in recycling programs, should not be marketed as recyclable.⁵

Example 1: A packaged product is labeled with an unqualified claim, “recyclable.” It is unclear from the type of product and other context whether the claim refers to the product or its package. The unqualified claim likely conveys that both the product and its packaging, except for minor, incidental components, can be recycled. Unless the manufacturer has substantiation for both messages, it should clearly and prominently qualify the claim to indicate which portions are recyclable.

Example 2: A nationally marketed plastic yogurt container displays the Resin Identification Code (RIC)⁶ (which consists of a design of arrows in a triangular shape containing a number in the center and an abbreviation identifying the component plastic resin) on the front label of the container, in close proximity to the product name and logo. This conspicuous use of the RIC constitutes a recyclable claim. Unless recycling facilities for this container are available to a substantial majority of consumers or communities, the manufacturer should qualify the claim to disclose the limited

⁵ Batteries labeled in accordance with the Mercury-Containing and Rechargeable Battery Management Act, 42 U.S.C. § 14322(b), are deemed to be in compliance with these Guides.

⁶ The RIC, formerly known as the Society of the Plastics Industry, Inc. (SPI) code, is now covered by ASTM D 7611.

availability of recycling programs. If the manufacturer places the RIC, without more, in an inconspicuous location on the container (e.g., embedded in the bottom of the container), it would not constitute a recyclable claim.

Example 3: A container can be burned in incinerator facilities to produce heat and power. It cannot, however, be recycled into another product or package. Any claim that the container is recyclable would be deceptive.

Example 4: A paperboard package is marketed nationally and labeled either “Recyclable where facilities exist” or “Recyclable – Check to see if recycling facilities exist in your area.” Recycling programs for these packages are available to some consumers, but not available to a substantial majority of consumers nationwide. Both claims are deceptive because they do not adequately disclose the limited availability of recycling programs. To avoid deception, the marketer should use a clearer qualification, such as one suggested in § 260.12(b)(2).

Example 5: Foam polystyrene cups are advertised as “Recyclable in the few communities with facilities for foam polystyrene cups.” A half-dozen major metropolitan areas have established collection sites for recycling those cups. The claim is not deceptive because it clearly discloses the limited availability of recycling programs.

Example 6: A package is labeled “Includes some recyclable material.” The package is composed of four layers of different materials, bonded together. One of the layers is made from recyclable material, but the others are not. While programs for recycling the 25 percent of the package that consists of recyclable material are available to a substantial majority of consumers, only a few of those programs have the capability to

separate the recyclable layer from the non-recyclable layers. The claim is deceptive for two reasons. First, it does not specify the portion of the product that is recyclable. Second, it does not disclose the limited availability of facilities that can process multi-layer products or materials. An appropriately qualified claim would be “25 percent of the material in this package is recyclable in the few communities that can process multi-layer products.”

Example 7: A product container is labeled “recyclable.” The marketer advertises and distributes the product only in Missouri. Collection sites for recycling the container are available to a substantial majority of Missouri residents but are not yet available nationally. Because programs are available to a substantial majority of consumers where the product is sold, the unqualified claim is not deceptive.

Example 8: A manufacturer of one-time use cameras, with dealers in a substantial majority of communities, operates a take-back program that collects those cameras through all of its dealers. The manufacturer reconditions the cameras for resale and labels them “Recyclable through our dealership network.” This claim is not deceptive, even though the cameras are not recyclable through conventional curbside or drop-off recycling programs.

Example 9: A manufacturer advertises its toner cartridges for computer printers as “Recyclable. Contact your local dealer for details.” Although all of the company’s dealers recycle cartridges, the dealers are not located in a substantial majority of communities where cartridges are sold. Therefore, the claim is deceptive. The manufacturer should qualify its claim consistent with § 260.11(b)(2).

Example 10: An aluminum can is labeled “Please Recycle.” This statement likely conveys that the can is recyclable. If collection sites for recycling these cans are available to a substantial majority of consumers or communities, the marketer does not need to qualify the claim.

§ 260.13 Recycled Content Claims.

- (a) It is deceptive to misrepresent, directly or by implication, that a product or package is made of recycled content. Recycled content includes recycled raw material, as well as used,⁷ reconditioned, and re-manufactured components.
- (b) It is deceptive to represent, directly or by implication, that an item contains recycled content unless it is composed of materials that have been recovered or otherwise diverted from the waste stream, either during the manufacturing process (pre-consumer), or after consumer use (post-consumer). If the source of recycled content includes pre-consumer material, the advertiser should have substantiation that the pre-consumer material would otherwise have entered the waste stream. Recycled content claims may – but do not have to – distinguish between pre-consumer and post-consumer materials. Where a marketer distinguishes between pre-consumer and post-consumer materials, it should have substantiation for any express or implied claim about the percentage of pre-consumer or post-consumer content in an item.
- (c) Marketers can make unqualified claims of recycled content if the entire product or package, excluding minor, incidental components, is made from recycled material. For items that are partially made of recycled material, the marketer should clearly and prominently qualify

⁷ The term “used” refers to parts that are not new and that have not undergone any re-manufacturing or reconditioning.

the claim to avoid deception about the amount or percentage, by weight, of recycled content in the finished product or package.

(d) For products that contain used, reconditioned, or re-manufactured components, the marketer should clearly and prominently qualify the recycled content claim to avoid deception about the nature of such components. No such qualification is necessary where it is clear to reasonable consumers from context that a product's recycled content consists of used, reconditioned, or re-manufactured components.

Example 1: A manufacturer collects spilled raw material and scraps from the original manufacturing process. After a minimal amount of reprocessing, the manufacturer combines the spills and scraps with virgin material for use in production of the same product. A recycled content claim is deceptive since the spills and scraps are normally reused by industry within the original manufacturing process and would not normally have entered the waste stream.

Example 2: Fifty percent of a greeting card's fiber weight is composed from paper that was diverted from the waste stream. Of this material, 30% is post-consumer and 20% is pre-consumer. It would not be deceptive if the marketer claimed that the card either "contains 50% recycled fiber" or "contains 50% total recycled fiber, including 30% post-consumer fiber."

Example 3: A paperboard package with 20% recycled fiber by weight is labeled "20% post-consumer recycled fiber." The recycled content was composed of overrun newspaper stock never sold to customers. Because the newspapers never reached consumers, the claim is deceptive.

Example 4: A product in a multi-component package, such as a paperboard box in a shrink-wrapped plastic cover, indicates that it has recycled packaging. The paperboard box is made entirely of recycled material, but the plastic cover is not. The claim is deceptive because, without qualification, it suggests that both components are recycled. A claim limited to the paperboard box would not be deceptive.

Example 5: A manufacturer makes a package from laminated layers of foil, plastic, and paper, although the layers are indistinguishable to consumers. The label claims that “one of the three layers of this package is made of recycled plastic.” The plastic layer is made entirely of recycled plastic. The claim is not deceptive, provided the recycled plastic layer constitutes a significant component of the entire package.

Example 6: A frozen dinner package is composed of a plastic tray inside a cardboard box. It states “package made from 30% recycled material.” Each packaging component is one-half the weight of the total package. The box is 20% recycled content by weight, while the plastic tray is 40% recycled content by weight. The claim is not deceptive, since the average amount of recycled material is 30%.

Example 7: A manufacturer labels a paper greeting card “50% recycled fiber.” The manufacturer purchases paper stock from several sources, and the amount of recycled fiber in the stock provided by each source varies. If the 50% figure is based on the annual weighted average of recycled material purchased from the sources after accounting for fiber loss during the papermaking production process, the claim is not deceptive.

Example 8: A packaged food product is labeled with a three-chasing-arrows symbol (a Möbius loop) without explanation. By itself, the symbol likely conveys that the

packaging is both recyclable and made entirely from recycled material. Unless the marketer has substantiation for both messages, the claim should be qualified. The claim may need to be further qualified, to the extent necessary, to disclose the limited availability of recycling programs and/or the percentage of recycled content used to make the package.

Example 9: In an office supply catalog, a manufacturer advertises its printer toner cartridges “65% recycled.” The cartridges contain 25% recycled raw materials and 40% reconditioned parts. The claim is deceptive because reasonable consumers likely would not know or expect that a cartridge’s recycled content consists of reconditioned parts. It would not be deceptive if the manufacturer claimed “65% recycled content; including 40% from reconditioned parts.”

Example 10: A store sells both new and used sporting goods. One of the items for sale in the store is a baseball helmet that, although used, is no different in appearance than a brand new item. The helmet bears an unqualified “Recycled” label. This claim is deceptive because reasonable consumers likely would believe that the helmet is made of recycled raw materials, when it is, in fact, a used item. An acceptable claim would bear a disclosure clearly and prominently stating that the helmet is used.

Example 11: An automotive dealer, automobile recycler, or other qualified entity recovers a serviceable engine from a wrecked vehicle. Without repairing, rebuilding, re-manufacturing, or in any way altering the engine or its components, the dealer attaches a “Recycled” label to the engine, and offers it for sale in its used auto parts store. In this situation, an unqualified recycled content claim likely is not deceptive because

reasonable consumers in the automotive context likely would understand that the engine is used and has not undergone any rebuilding.

Example 12: An automobile parts dealer, automobile recycler, or other qualified entity purchases a transmission that has been recovered from a salvaged or end-of-life vehicle. Eighty-five percent of the transmission, by weight, was rebuilt and 15% constitutes new materials. After rebuilding⁸ the transmission in accordance with industry practices, the dealer packages it for resale in a box labeled “Rebuilt Transmission,” or “Rebuilt Transmission (85% recycled content from rebuilt parts),” or “Recycled Transmission (85% recycled content from rebuilt parts).” Given consumer perception in the automotive context, these claims are not deceptive.

§ 260.14 Refillable Claims.

It is deceptive to misrepresent, directly or by implication, that a package is refillable. A marketer should not make an unqualified refillable claim unless the marketer provides the means for refilling the package. The marketer may either provide a system for the collection and refill of the package, or offer for sale a product that consumers can purchase to refill the original package.

Example 1: A container is labeled “refillable three times.” The manufacturer has the capability to refill returned containers and can show that the container will withstand being refilled at least three times. The manufacturer, however, has established no

⁸ The term “rebuilding” means that the dealer dismantled and reconstructed the transmission as necessary, cleaned all of its internal and external parts and eliminated rust and corrosion, restored all impaired, defective or substantially worn parts to a sound condition (or replaced them if necessary), and performed any operations required to put the transmission in sound working condition.

collection program. The unqualified claim is deceptive because there is no means to return the container to the manufacturer for refill.

Example 2: A small bottle of fabric softener states that it is in a “handy refillable container.” In the same market area, the manufacturer also sells a large-sized bottle that consumers use to refill the smaller bottles. The claim is not deceptive because there is a reasonable means for the consumer to refill the smaller container.

§ 260.15 Renewable Energy Claims.

- (a) It is deceptive to misrepresent, directly or by implication, that a product or package is made with renewable energy or that a service uses renewable energy. A marketer should not make unqualified renewable energy claims, directly or by implication, if fossil fuel, or electricity derived from fossil fuel, is used to manufacture any part of the advertised item or is used to power any part of the advertised service, unless the marketer has matched such non-renewable energy use with renewable energy certificates.
- (b) Research suggests that reasonable consumers may interpret renewable energy claims differently than marketers may intend. Unless marketers have substantiation for all their express and reasonably implied claims, they should clearly and prominently qualify their renewable energy claims. For instance, marketers may minimize the risk of deception by specifying the source of the renewable energy (e.g., wind or solar energy).
- (c) It is deceptive to make an unqualified “made with renewable energy” claim unless all, or virtually all, of the significant manufacturing processes involved in making the product or package are powered with renewable energy or non-renewable energy matched by renewable energy certificates. When this is not the case, marketers should clearly and prominently specify

the percentage of renewable energy that powered the significant manufacturing processes involved in making the product or package.

(d) If a marketer generates renewable electricity but sells renewable energy certificates for all of that electricity, it would be deceptive for the marketer to represent, directly or by implication, that it uses renewable energy.

Example 1: A marketer advertises its clothing line as “made with wind power.” The marketer buys wind energy for 50% of the energy it uses to make the clothing in its line. The marketer’s claim is deceptive because reasonable consumers likely interpret the claim to mean that the power was composed entirely of renewable energy. If the marketer stated, “We purchase wind energy for half of our manufacturing facilities,” the claim would not be deceptive.

Example 2: A company purchases renewable energy from a portfolio of sources that includes a mix of solar, wind, and other renewable energy sources in combinations and proportions that vary over time. The company uses renewable energy from that portfolio to power all of the significant manufacturing processes involved in making its product. The company advertises its product as “made with renewable energy.” The claim would not be deceptive if the marketer clearly and prominently disclosed all renewable energy sources. Alternatively, the claim would not be deceptive if the marketer clearly and prominently stated, “made from a mix of renewable energy sources,” and specified the renewable source that makes up the greatest percentage of the portfolio. The company may calculate which renewable energy source makes up the greatest percentage of the portfolio on an annual basis.

Example 3: An automobile company uses 100% non-renewable energy to produce its cars. The company purchases renewable energy certificates to match the non-renewable energy that powers all of the significant manufacturing processes for the seats, but no other parts, of its cars. If the company states, “The seats of our cars are made with renewable energy,” the claim would not be deceptive, as long as the company clearly and prominently qualifies the claim such as by specifying the renewable energy source.

Example 4: A company uses 100% non-renewable energy to manufacture all parts of its product, but powers the assembly process entirely with renewable energy. If the marketer advertised its product as “assembled using renewable energy,” the claim would not be deceptive.

Example 5: A toy manufacturer places solar panels on the roof of its plant to generate power, and advertises that its plant is “100% solar-powered.” The manufacturer, however, sells renewable energy certificates based on the renewable attributes of all the power it generates. Even if the manufacturer uses the electricity generated by the solar panels, it has, by selling renewable energy certificates, transferred the right to characterize that electricity as renewable. The manufacturer’s claim is therefore deceptive. It also would be deceptive for this manufacturer to advertise that it “hosts” a renewable power facility because reasonable consumers likely interpret this claim to mean that the manufacturer uses renewable energy. It would not be deceptive, however, for the manufacturer to advertise, “We generate renewable energy, but sell all of it to others.”

§ 260.16 Renewable Materials Claims.

- (a) It is deceptive to misrepresent, directly or by implication, that a product or package is made with renewable materials.
- (b) Research suggests that reasonable consumers may interpret renewable materials claims differently than marketers may intend. Unless marketers have substantiation for all their express and reasonably implied claims, they should clearly and prominently qualify their renewable materials claims. For example, marketers may minimize the risk of unintended implied claims by identifying the material used and explaining why the material is renewable.
- (c) Marketers should also qualify any “made with renewable materials” claim unless the product or package (excluding minor, incidental components) is made entirely with renewable materials.

Example 1: A marketer makes the unqualified claim that its flooring is “made with renewable materials.” Reasonable consumers likely interpret this claim to mean that the flooring also is made with recycled content, recyclable, and biodegradable. Unless the marketer has substantiation for these implied claims, the unqualified “made with renewable materials” claim is deceptive. The marketer could qualify the claim by stating, clearly and prominently, “Our flooring is made from 100 percent bamboo, which grows at the same rate, or faster, than we use it.” The marketer still is responsible for substantiating all remaining express and reasonably implied claims.

Example 2: A marketer’s packaging states that “Our packaging is made from 50% plant-based renewable materials. Because we turn fast-growing plants into bio-plastics, only half of our product is made from petroleum-based materials.” By identifying the material used and explaining why the material is renewable, the marketer has minimized the risk

of unintended claims that the product is made with recycled content, recyclable, and biodegradable. The marketer has adequately qualified the amount of renewable materials in the product.

§ 260.17 Source Reduction Claims.

It is deceptive to misrepresent, directly or by implication, that a product or package has been reduced or is lower in weight, volume, or toxicity. Marketers should clearly and prominently qualify source reduction claims to the extent necessary to avoid deception about the amount of the source reduction and the basis for any comparison.

Example 1: An advertiser claims that disposal of its product generates “10% less waste.” The marketer does not accompany this claim with a general environmental benefit claim. Because this claim could be a comparison to the advertiser’s immediately preceding product or to its competitors’ products, the advertiser should have substantiation for both interpretations. Otherwise, the advertiser should clarify which comparison it intends and have substantiation for that comparison. A claim of “10% less waste than our previous product” would not be deceptive if the advertiser has substantiation that shows that the current product’s disposal contributes 10% less waste by weight or volume to the solid waste stream when compared with the immediately preceding version of the product.



The rate of biodegradation of PHA bioplastics in the marine environment: A meta-study



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ABSTRACT

There is a reasonably extensive body of literature recording mass loss of polyhydroxyalkanoates (PHAs) (a class of biodegradable plastics) in the natural marine environment. However, to date, this research has been very disparate. Thus, it remains unclear what the timeframe for the biodegradation of such marine biodegradable plastics actually is. The aim of this work was to determine the rate of biodegradation of PHA in the marine environment and apply this to the lifetime estimation of PHA products. This provides the clarification required as to what 'marine biodegradation of PHA' means in practicality and allows the risks and benefits of using PHA to be transparently discussed. It was determined that the mean rate of biodegradation of PHA in the marine environment is $0.04\text{--}0.09\text{ mg}\cdot\text{day}^{-1}\cdot\text{cm}^{-2}$ ($p = 0.05$) and that, for example, a PHA water bottle could be expected to take between 1.5 and 3.5 years to completely biodegrade.

1. Introduction

Polyhydroxyalkanoates (PHAs) are normally presented as marine biodegradable plastics (Deroiné et al., 2014a; Volova et al., 2010). Supporting this claim is a reasonably extensive body of literature recording mass loss over time of PHA in the natural marine environment. However, to date, this research has been disparate, making it hard to draw overarching conclusions regarding PHA biodegradation rate or to estimate lifetimes. With production levels of PHA set to quadruple in the next five years (European Bioplastics, 2018), PHA is an important polymer to understand from a marine lifetime estimation point of view, to avoid implementing what may be a solution to recalcitrant plastics in theory, but a problem in practice. More broadly, an understanding of estimated lifetimes of marine biodegradable plastics is required in order to facilitate an informed discussion as to whether biodegradable plastics should be included in bans and taxes on plastic. This paper determines an average rate of biodegradation of PHA in the marine environment based on the relevant available literature so that lifetime estimation of PHA products can be undertaken, allowing the risks and benefits to be more transparently discussed.

One hundred million tonnes of plastic waste are predicted to enter the oceans between the years 2010 to 2025 (Dilkes-Hoffman et al., 2019; Jambeck et al., 2015). This has led to growing concern over the impacts of plastics in the marine environment (UNEP, 2016). Plastics that enter the oceans have a wide range of environmental and economic

impacts including threat to marine organisms (through ingestion, entanglement, or habitat destruction), dispersal of invasive organisms and pollutants, and disruption of the tourism and fishing industries (Codina-García et al., 2013; Kedzierski et al., 2018; Moore, 2008). One of the key issues is that conventional plastics break down very slowly and only in the presence of UV radiation, heat, and/or oxygen (Andrady, 2015). Thus, these plastics persist in the environment for hundreds to thousands of years, with degradation in the marine environment being particularly slow due to low temperatures in the ocean and minimal UV exposure once submerged (Andrady, 2015). One of the proposed solutions is to produce marine biodegradable plastics, such as PHAs, that have shorter lifetimes in the marine environment. However, it remains unclear what the timeframe for the biodegradation of such marine biodegradable plastics actually is.

Understanding the lifetime of biodegradable polymers starts with understanding the mechanisms through which biodegradation can occur. In this paper, biodegradation is taken to mean the complete breakdown of materials through biological activity, such as through the action of microorganisms such as bacteria, archaea, fungi and algae. PHAs are biodegraded under both aerobic and anaerobic conditions by PHA degraders present in most natural environments, including the marine environment (Jendrossek and Handrick, 2002; Shah et al., 2008). Under aerobic conditions the resulting products should ultimately be biomass, CO₂ and water, whilst under anaerobic conditions the resulting products should be biomass, CO₂, methane and water (Gu,

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2003).

The biodegradation of PHA is known to primarily occur through surface erosion via enzyme catalysed hydrolysis (Guerin et al., 2010; Laycock et al., 2017), meaning that when considered in simple terms, the rate of mass loss of a PHA object is related to the surface area accessible to enzymatic attack, and even whilst mass loss occurs, bulk material properties are normally preserved (Doi et al., 1992; Mergaert et al., 1995; Rutkowska et al., 2008; Sashiwa et al., 2018; Tsuji and Suzuyoshi, 2002a, 2002b). Attempting to understand the interplay of factors that influences the rate of biodegradation at any specific time point is when complexity is introduced. Properties of the polymer such as crystallinity, side-chain length, shape, and surface morphology as well as properties of the biodegradation environment such as temperature, UV exposure, nutrient levels, strength of mechanical forces, types of bacteria present, pH and oxygen levels can all influence the rate of biodegradation (Deroine et al., 2014b; Laycock et al., 2017; Woolnough et al., 2013). Furthermore, as biodegradation proceeds, the surface of the polymer changes, pores can form and a shift of the mechanism towards bulk degradation and autocatalytic hydrolysis rather than purely surface degradation can occur (Ho et al., 2002; Laycock et al., 2017; Tsuji and Suzuyoshi, 2002a, 2002b). All of these factors act in synergy leading to a complex interplay which influences the rate of biodegradation.

Unfortunately, the data required to tease out the influence of the individual factors often doesn't exist, making the development of complex models hard. However, the lack of the information required to inform a complex model does not mean useful understanding can not be developed from combining the literature. It is important to consider the timescales that one is interested in. Over longer timescales and when focused on macro properties such as time to complete biodegradation, the importance of each individual parameter diminishes and bulk parameters can be considered appropriate.

Thus, in order to determine average rates of biodegradation of PHA for the purposes of this paper, a simple approach to biodegradation has been adopted. A simplified biodegradation process has been conceptualised with three key steps and a rate for each defined (Fig. 1) (Haider et al., 2018; Lucas et al., 2008). It is acknowledged that precise differentiation between each step in the process, as presented here, is not entirely accurate (all steps occur in a concurrent and iterative manner), but simplification is required for the purpose of communication. One of the three steps that has been defined is biofilm formation (also known as biodeterioration), the rate of which has been designated R_B . The biofilm is a unique and complex association of microbes formed from surface-associated microbial cells that are embedded in a self-produced extracellular polymeric substance (EPS) matrix consisting of polysaccharides, proteins and entrapped organic and inorganic particles (Donlan, 2002; Flemming, 1998). A lag time (ranging from a few days up to a few weeks) is often observed before a steady rate of biodegradation is reached, as it takes time for a biofilm to form and the microbial population to adapt (Imam et al., 1999; Woolnough et al., 2008). Another step that has been defined is enzyme catalysed, hydrolytic depolymerisation, the rate of which has been designated R_D . This is when extracellular depolymerases catalyse the hydrolytic bond cleavage of the polymer, eventually leading to the formation of oligomers, dimers and monomers. Finally, the uptake of small molecules by the cell during bioassimilation for either growth and reproduction or mineralisation has been combined into a single parameter. The resulting products of this process are increased cell biomass and simple end products like CO_2 in aerobic environments and methane in anaerobic environments. The rate of the bioassimilation and mineralisation has been designated R_M . R_B and R_D are considered to be rate limiting, meaning that the effects of any factors on R_M can be considered to be less significant (Chinaglia et al., 2018; Hong and Yu, 2003; Spyros et al., 1997).

Two key methods by which biodegradation is normally monitored are physical methods (such as mass loss) or respirometric methods

(such as CO_2 evolution and biological oxygen demand). Respirometric methods are used in laboratory studies to provide a complete picture of the polymer biodegradation, as they are the only way to prove that the final step of mineralisation has occurred. This is normally the focus of international biodegradation standards - such as the five active standards that exist for monitoring the biodegradation of a polymer in the marine environment (Harrison et al., 2018). These standards present a framework for proving that biodegradation occurs in the marine environment, and for comparing the rate at which biodegradation occurs between different materials. A recent and comprehensive review of these standards has been completed by Harrison et al. (2018). However, whilst a material that passes these standards can claim to be marine biodegradable, this does not provide the information required to allow for prediction of in situ rates of biodegradation, giving no indication of how long an item made out of that material would actually take to break down in the open environment. This is why physical methods, such as monitoring mass loss, are employed, as they are the only practical way to monitor biodegradation in the target environment.

Results from both respirometric methods and mass loss experiments can be used to calculate rates of biodegradation. Using data from respirometric methods allows for the rate of biodegradation to be calculated as a function of R_B (biofilm formation), R_D (depolymerisation) and R_M (bioassimilation and mineralisation) and for the effect of specific factors to be tested. Using data from mass loss experiments only allows for the rate of biodegradation to be calculated as a function of R_B and R_D and is less sensitive to the effect of different factors (Mohan Krishna and Srivastava, 2010; Shah et al., 2008). There are a few points to be noted for calculating rates based on the different methods. Firstly, results from CO_2 evolution experiments should only be used for estimations of rates up until the point at which 80% of the polymer carbon has been evolved as CO_2 . At this point, mass loss is likely to have been completed even if not all of polymer has been evolved as CO_2 due to some of it being converted into biomass (Kasuya et al., 1998). Using data from beyond the 80% conversion timepoint to calculate rates or undertake lifetime estimations can lead to the estimation of longer times than are actually required for disappearance of the material. Secondly, for PHA the rate of mass loss (a function of R_B and R_D) is a suitable proxy for the rate of biodegradation even if it does not account for mineralisation. It has been suggested that the rate limiting step in the biodegradation of PHA is the biofilm formation phase and attachment of enzymes to the polymer surface leading to catalytic depolymerisation (Hong and Yu, 2003; Spyros et al., 1997). For the majority of the biodegradation process when direct mineralisation of the polymer is the focus, not mineralisation of the formed biomass, the assimilation and mineralisation of PHA is assumed to be rapid ($R_M \ll R_B$ & R_D ; Chinaglia et al., 2018). Combining this assumption with the understanding that PHA is degraded via a surface erosion mechanism and only macro changes in polymer integrity over long timescales are of interest leads to the conclusion that the rate of biodegradation of PHA can be suitably estimated as the linear rate of mass loss over time.

The main aim of this work was to determine the rate of biodegradation of PHA in the natural marine environment and apply this to the lifetime estimation of various PHA products. This can be achieved by drawing together the existing literature on PHA weight loss in the natural environment in order to understand what the upper and lower boundaries of the biodegradation rate are. The aim of this paper is not to develop a theoretical model for determining the rate of biodegradation of PHA under a specific set of conditions. Two secondary aims were to: a) compare the biodegradation rate of PHA in a marine environment to the biodegradation rate in soil, compost and anaerobic digestion; and b) collate information on the currently known factors influencing the biodegradation rate to determine what initial conclusions can be drawn at this point and identify what targeted studies need to be performed in order to better understand the significant parameters. This analysis was used to identify some of the gaps in understanding that still exist and to suggest initial improvements for further

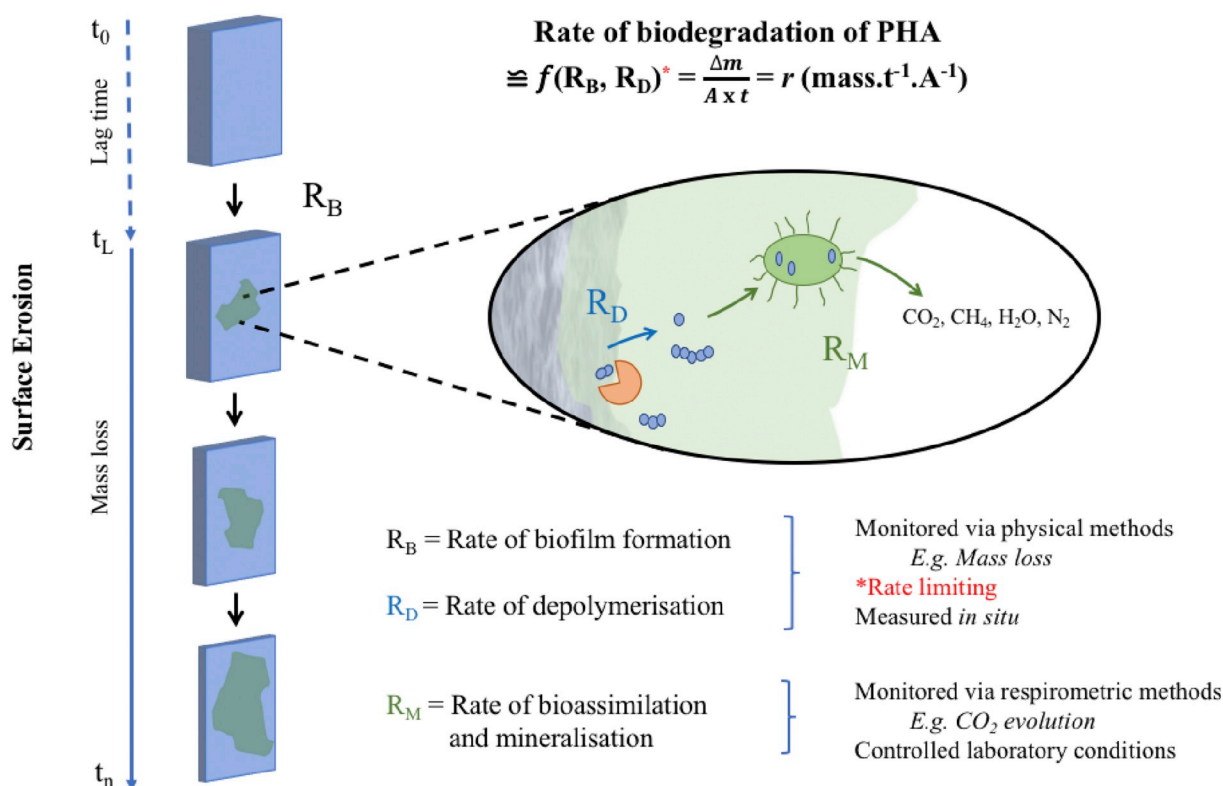


Fig. 1. Rate of biodegradation of PHA. R_B = Rate of biofilm formation; R_D = Rate of depolymerisation; R_M = Rate of bioassimilation and mineralisation; t_0 , t_L , t_n = initial time point, lag time and final time point respectively; A = surface area, m = mass. It should be noted that whilst the steps of biodegradation are shown as occurring sequentially for means of communication, all processes are concurrently taking place, one process does not occur in totality before the next commences.

studies. It should be noted that this review does not cover work that only analyses the biodegradation of PHA by specific bacteria/enzymes, or that only assesses the microbial communities that are present during biodegradation but not the associated rates of biodegradation.

2. Methodology

Scopus and Google scholar were searched (final search December 2018) using a combination of search terms (Table 1) relating to polymer type and degradation environment. Only papers that focused on the biodegradation of PHA in a natural setting, or in a laboratory setting using a natural inoculum, were included. Any papers that focussed only on inoculation with specific bacteria were excluded. A final selection of 20 papers relating to biodegradation in the marine or aquatic environment was identified, and a list of these papers is detailed in Table 2. A list of the papers identified for soil, compost and anaerobic digestion environments is included in the supplementary information (Table S1).

Table 1

Search terms. One term from each category was included and all combinations were tested.

Polymer type	Environment	Biodegradability
PHA	Marine	Biodegrad*
PHB	Seawater	
PHBV	Aquatic	
Biopoly*	Soil	
	Compost	
	Anaerobic	

The asterisk is used as a wildcard symbol when searching databases to widen the search (finding words that start with the same letters but have different endings).

For the selected marine/aquatic papers, information relating to the following points was recorded if mentioned (presented in Table 2):

- The material and method (polymer composition, location of the study, method of monitoring biodegradation (mass loss, CO₂ evolution, loss of mechanical properties), shape of sample, length of study);
- The controlling variables (temperature, dissolved oxygen, salinity, UV exposure if near the surface, nutrients, pH, bacterial concentration and identification);
- The outcomes (final extent of biodegradation (based on mass loss, CO₂ evolution or other property changes as recorded in the study considered), molecular mass changes (M_w or M_n), crystallinity changes).

Of the literature identified in Table 2, that focusing on the biodegradation of PHB or PHBV in the natural marine environment was reviewed. The studies that included sufficient information on the biodegradation rate and material characteristics (starting mass, sample shape and surface area) were selected. A brief summary of these papers is presented in the supplementary information (Table S2). Data was normalised to a rate of polymer biodegradation based on initial surface area ($\text{mg} \cdot \text{day}^{-1} \cdot \text{cm}^{-2}$) (Eq. (1)). This enabled a comparison between studies in the marine environment as well as between environments (i.e. marine, soil, compost, anaerobic digestion).

$$r = \frac{\Delta m}{A \times t} \quad (1)$$

where r represents the specific rate of mass loss ($\text{mg} \cdot \text{day}^{-1} \cdot \text{cm}^{-2}$) and is a function of R_B and R_D as presented in Section 1; Δm is the change in mass (mg); A is the initial surface area (cm^2) and t represents time (days). The area of the face of a film was taken as the length multiplied by the width, and does not account for surface topography, pores and

Table 2
Detailed description of all factors considered in marine biodegradation of PHA studies.

	Material		Location		Test method			Shape	
	PHB	PHBV	Lab	Field	Sediment considered?	Weight loss	CO ₂ evolution	Film	Solid
Brandl and Puchner (1992)	✓	✓ (8%)		✓ ^a	✓	✓		✓	✓
Deroiné et al. (2014a)		✓ (8%)	✓	✓		✓			✓
Deroiné et al. (2015)		✓ (8%)	✓	✓	✓	✓	✓	✓	
Doi et al. (1992)		✓ (0–61%)		✓		✓		✓	✓
Greene (2012)	✓		✓		✓	✓	✓	✓	
Ho et al. (2002)	✓		✓			✓	✓	✓	
Imam et al. (1999)				✓		✓		✓	
Kasuya et al. (1998)		✓ (12%)	✓			✓		✓	
		✓ (14%)	✓			✓		✓	
Mayer (1990)		✓ (8, 24%)	✓		✓	✓		✓	
Mergaert et al. (1995)	✓	✓ (10, 20%)		✓		✓			✓
Muhamad et al. (2006)	✓	✓ (20%)	✓			✓		✓	
Rutkowska et al. (2008)		✓ (12%)		✓		✓		✓	
Sashiwa et al. (2018)		Other	✓	✓	✓	✓	BOD	✓	
Sridewi et al. (2006)	✓	✓ (5%)		✓	✓	✓		✓	
Thellen et al. (2008)	✓	✓ (5–12%)	✓	✓	✓		✓	✓	
Tsuji and Suzuyoshi (2002a)	✓			✓		✓		✓	
Tsuji and Suzuyoshi (2002b)	✓		✓			✓		✓	
Tsuji and Suzuyoshi (2003)	✓		✓			✓		✓	
Volova et al. (2010)	✓	✓ (11%)		✓		✓		✓	✓
Wang et al. (2018)		Other	✓				✓		✓
	Shape		Molecular mass		Crystallinity		Temp (°C)		Length of study (days)
	Thickness (cm)	Powder	Changes considered?	Changes considered?	Changes considered?	Range (°C)	Investigated as key point?	Considered?	
Brandl and Puchner (1992)	Bottle					< 6			245
Deroiné et al. (2014a)	0.4		✓	✓	✓	4, 13, 25, 40	✓	✓	360
Deroiné et al. (2015)		✓	✓	✓	✓	11–20		✓	180–600
Doi et al. (1992)	0.2		✓			13–26			365
Greene (2012)						30			365
Ho et al. (2002)						28		✓ (added)	86

(continued on next page)

Table 2 (continued)

	Shape	Molecular mass		Crystallinity	Temp (°C)		UV	Nutrients		Bacteria and fungi		Mechanical property changes considered?	Length of study (days)
		Thickness (cm)	Powder		Changes considered?	Range (°C)		Investigated as key point?	Considered?	Measured or added?	Counted?	Identified?	
Imam et al. (1999)						Various				✓			365
Kasuya et al. (1998)						25–29							
Mayer (1990)						32–36							
Mergaert et al. (1995)						25			✓ (added)				28
						30							84
	Dog bone				✓	Marine					✓		180
Muhamad et al. (2006)						6–14							
Rutkowska et al. (2008)						37							Not clear
Sashiwa et al. (2018)			✓		✓	17–20					✓		42
Sridewi et al. (2006)					✓	27							28
Thellen et al. (2008)						32							56
						Field			✓ (both)				49–100
						12–22							
						19–26							
Tsuji and Suzuyoshi (2002a)					✓							✓	150
Tsuji and Suzuyoshi (2002b)					✓	25						✓	300
Tsuji and Suzuyoshi (2003)						25							
Volova et al. (2010)	0.5				✓	27–30					✓	✓	35
Wang et al. (2018)	0.1					Ambient			✓ (added)			✓	160
													195

^a Only a freshwater environment was considered.

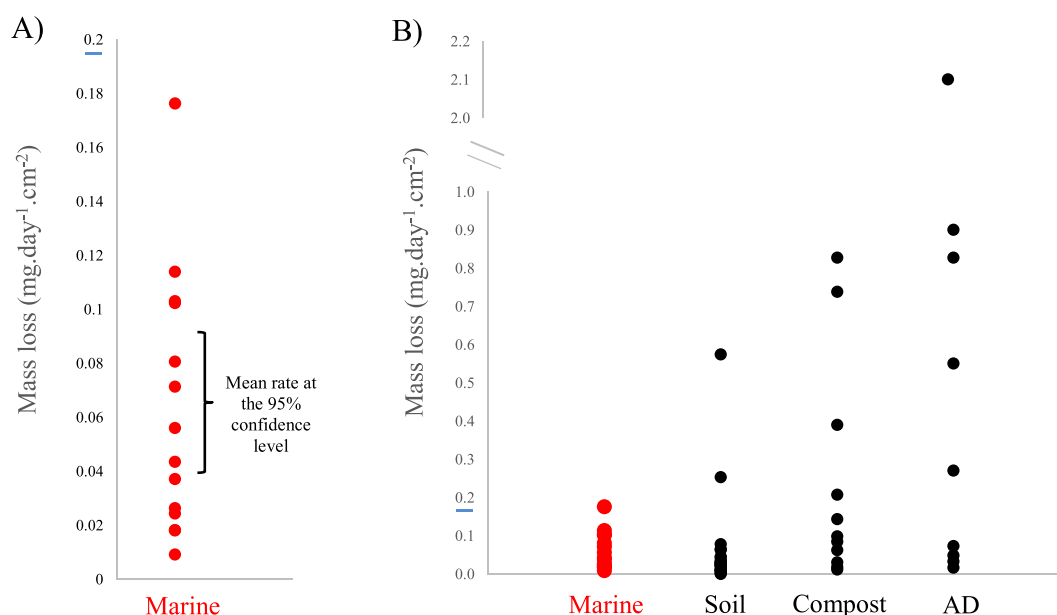


Fig. 2. Normalised biodegradation rate of PHA in different environments; A) Marine data in detail including the 95% confidence interval of the mean. B) Degradation rate in different environments (marine data is the same as in A). Note the break in the y-axis for B.

voids. Change in mass was calculated from the start of the experiment to the final time point presented and the rate was assumed to be linear, with no adjustments made for lag time or biodegradation plateaus. Furthermore, no adjustments were made for the acceleration of biodegradation that can occur as a result of autocatalysed hydrolysis or increase in surface area (from increased surface roughness or fragmentation). This gives an average rate of biodegradation, rather than a maximum rate, leading to more accurate lifetime predictions. Where a starting mass was not reported, the density (assumed to be 1.24 g.cm⁻³ (TianAn PHA)) and dimensions of PHA were used to estimate the initial mass.

The 95% confidence interval of the mean for the specific rate of mass loss was calculated and then converted into a rate of surface erosion per day (mm.day⁻¹) as shown in Eq. (2).

$$\lambda = \frac{r}{\rho} \quad (2)$$

where λ represents the rate of surface erosion (mm) and density (ρ) was taken as 1.24 g.cm⁻³. An estimation of the likely polymer lifetime can then be made using Eq. (3).

$$t_d = \frac{h_0}{2\lambda} \quad (3)$$

where h_0 is the starting thickness of the film (mm) and t_d is time to complete biodegradation (days). Dividing by two accounts for surface erosion on both faces of the film.

3. Results and discussion

The rate of biodegradation of PHA in a marine environment was calculated through collating the results from eight identified papers that contained sufficient information to allow for normalisation of biodegradation rate on a mass per surface area per time basis (Fig. 2A). Given that biodegradation of PHA occurs via a surface erosion mechanism (Guerin et al., 2010; Laycock et al., 2017) and it has been shown that surface area is an important factor influencing biodegradation rate (Chinaglia et al., 2018), normalising to surface area is important in order to allow comparison between the different studies. The rate of biodegradation is also influenced by a variety of factors which differ across studies and cannot be controlled for. This is a limitation that will exist for any collation of rates measured in a natural and continuously fluctuating environment and is why the 95%

Table 3
Factors that are a property of the material.

Properties of the material	
Polymer type	Within the polyhydroxyalkanoate family, most marine biodegradation studies have focussed on PHB and PHBV (most commonly within the range of 5–20 mol% HV content). When directly comparing the biodegradation rates of PHB and PHBV (11% HV) films, Volova et al. (2010) noted no difference between the biodegradation rates. However, Thellen et al. (2008) noted faster biodegradation rates for PHBV (12%) when compared to PHB, as did Mergaert et al. (1995) for PHBV (10% and 20%). Doi et al. (1992) had inconsistent results with the 21% HV content sample degrading faster than all of the other samples (4% HV content sample, PHB, and 61% HV content sample which all had similar rates to each other). In a review on polymer lifetime prediction, Laycock et al. (2017) reports that copolymers consistently degrade faster than homopolymers.
Shape and surface morphology	There has not been a great deal of work into understanding the influence of shape on biodegradation rates. Most of the studies of PHA biodegradation in the marine environment focus on the biodegradation of films, in the range from 20 to 510 μ m. Two papers analysed dog-bone specimens (Deroiné et al., 2014a; Mergaert et al., 1995) whilst only three papers experiment with both films and 3D forms (Brandl and Puchner, 1992; Doi et al., 1992; Volova et al., 2010). Volova et al. (2010) found that films (100 μ m) degraded faster than compacted pellets. However, no other study specifically comments on this. In regard to consideration of surface morphology, Tsuji and Suzuyoshi (2003) produced PHA films with pores on the surface and found that this significantly enhanced the biodegradability.
Crystallinity	None of the papers interrogate crystallinity as a controlling factor. In regard to changes in crystallinity during biodegradation, Volova et al. (2010) and Deroiné et al. (2014a) found that the crystallinity index does not change with biodegradation of PHA which is consistent with a surface erosion mechanism.

Table 4
Factors that are a property of the environment.

Properties of the environment	
Location in the water column	Although only considered in a few studies, it appears that contact with sediment plays a significant role in influencing rates of biodegradation. Mayer (1990), found that biodegradation with sediment contact is faster than just in water and Sridewi et al. (2006) found that objects on a sediment surface degraded slower than those that were completely buried. Deroiné et al., 2015 found the biodegradation kinetics to be slower in just sand compared to a saturated sand and seawater combination, proposing that this is due to degree of surface contact. Thellen et al. (2008) also considered sediment addition and concluded that sediment and the associated microbes play a role in influencing rates of weight loss but could not establish a simple relationship.
Temperature	A range of different temperatures have been considered in the studies reviewed. All of the studies support the idea that biodegradation is faster when water temperature is higher. Mergaert et al. (1995) observed that biodegradation of a sample monitored in the environment was faster over summer and Brandl and Puchner (1992) found that biodegradation of a PHA bottle was faster closer to the surface of a lake. Both related these results to the temperature of the water, with higher water temperature leading to faster biodegradation rates. Doi et al. (1992) also observed that the rate of surface erosion was markedly dependent on the temperature of the sea-water. Thellen et al. (2008) suggests that the effect of colder water temperatures (and limiting nutrient supply) is what slowed the rate of weight loss in a natural environment compared to standard laboratory methods. Deroiné et al. (2014a) is the only study to consider controlled trials of different water temperatures as part of accelerated ageing experiments designed to assess the validity of lifetime estimation based on the Arrhenius relationship. The temperatures used were 4, 25 and 40 °C. They found that the increase in temperature did not have a substantial impact on weight loss. This needs further investigation.
Nutrients	None of the studies performed in the natural environment report the nutrient levels of the water or discuss it as a controlling factor. This is an oversight given that nutrient levels have been known to influence bacterial populations for many years (Zobell and Grant, 1943) and are likely an important and variable factor across different field settings.
Microbes	Seven of the studies quantify the concentration of bacteria in their study (Deroiné et al., 2014a, 2015; Ho et al., 2002; Imam et al., 1999; Mayer, 1990; Volova et al., 2010; Wang et al., 2018) whilst a few take this a step further and perform sequencing to identify the organisms present (Doi et al., 1992; Mergaert et al., 1995; Volova et al., 2010; Wang et al., 2018). Some of the studies measure concentrations before addition of the PHA whilst others measured the concentration after. None looked at a change in the microbial community over time.
UV light exposure	The only paper that mentions UV in a marine setting when considering PHA biodegradation (Tsuji and Suzuyoshi, 2002a) doesn't measure UV radiation, but states that they believe it is having no influence given that no changes in molecular mass are observed. PHA is denser than water, so it is not expected to be found on the surface in a marine environment and therefore UV exposure will probably be minimal.
Dissolved oxygen and Salinity pH	Dissolved oxygen and salinity are recorded but not discussed as a controlling factor in any of the studies. No studies discuss the influence of the pH of the natural environment on PHA biodegradation. The only study that focuses on pH considers hydrolysis in the absence of enzymes under controlled conditions (Muhamad et al., 2006). The mass loss of PHB and PHBV samples in pH 7.4, 10.0 and 13.0 at 37 °C, were monitored and it was found that degradation proceeded faster in an alkaline medium. However, the mechanism was not delved into further.

confidence interval of the mean should be focused on rather than the sample mean. The calculated 95% confidence interval of the mean is 0.04–0.09 mg·day^{−1}·cm^{−2} (see Supplementary information, Table S2 for individual data points) – i.e. there is 95% confidence that this interval contains the true mean of the rate of biodegradation of PHA in the marine environment. The factors that may then influence the biodegradation rate of a PHA product in a specific environment (within this range) are discussed in Table 3 and Table 4. It is highlighted that this result is based on the best information available to date, and should

be updated once the controlling factors are more thoroughly understood.

To add context to these results, the 95% confidence interval was used to calculate the potential lifetimes of different PHA items in the marine environment (Fig. 3). As would be expected, the time required for complete biodegradation of a product and the range of uncertainty increases with thickness of the material. A 35 µm PHA bag, for example, could be expected to last between 25 days and two months before it has completely biodegraded. On the other hand, a PHA bottle, with a wall

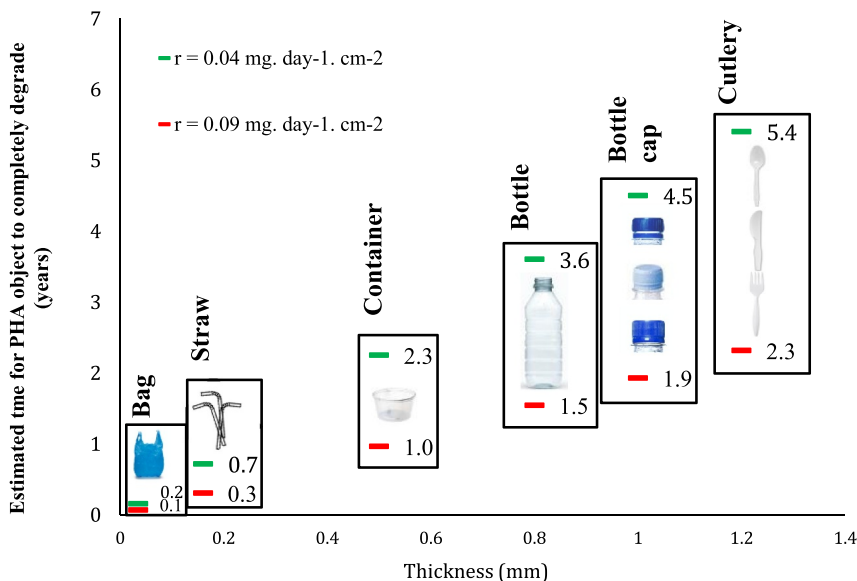


Fig. 3. How long will it take a PHA item to degrade? Lifetime values estimated using the 95% confidence interval for the mean of the rate of biodegradation of PHA in the marine environment.

thickness of 800 μm , is expected to take much longer, with the shortest lifetime being one and a half years, but the upper limit being approximately three and a half years. These are currently the best predictions that can be made. However, there is clearly more research required to reduce the level of uncertainty, as well as to tailor the predictions to the many different ocean environments that exist. Fig. 3 is useful in that it defines upper and lower bounds for what could be expected for the mean of lifetime estimation of different PHA objects. However, factors such as temperature, nutrient availability, and location in the water column (explored in Tables 3 and 4) will influence what the mean lifetime for a specific material in a specific environment could be expected to be.

A key limitation with this value, which is unavoidable given the available data, is that it heavily draws on work performed on thin films. It could be expected that thin films would degrade faster than thicker objects due to the propensity for the formation of pores and cracks, increasing surface area (Tsuiji and Suzuyoshi, 2002a, 2002b) and enabling more rapid fouling and fragmentation (Volova et al., 2010; Wang et al., 2018). This means that the biodegradation rates calculated in the majority of the reviewed papers have the potential to over-estimate biodegradation rates when extrapolated to solid objects. This said, thicker objects (that have a longer lifetime) will be less influenced by the uncertainty surrounding lag time than thinner objects (with shorter lifetimes). Thus, there is also a margin of error on the degradation times for the thinner objects such as plastic bags and this is related to the time taken for biofilm formation.

It is known that biodegradation kinetics can vary depending on the environment. In order to understand how the biodegradation rates of PHA in the marine environment compare to those in other environments, some key papers relating to the biodegradation of PHA in soil, compost or anaerobic digestion were identified and, where possible, results normalised in the same way as described for the marine studies to allow for comparison (Fig. 2B). The ranges for biodegradation rate in both compost and anaerobic digestion (AD) were much larger than for the soil and marine environments, indicating the capacity for a much higher rate of biodegradation in these systems. This would be expected given that both compost and AD are controlled systems, with higher concentrations of microbes and higher operating temperatures, designed to provide optimal rates of breakdown (Haider et al., 2018). On a within-study basis, Rutkowska et al. (2008) found that the weight loss of PHBV was different between different environments and decreased in the expected order with anaerobic sludge > aerobic sludge > river sediment > seawater. Manna and Paul (2000) also found the biodegradation rate of anaerobic digestion to be faster than soil, which in turn was faster than in compost or marine settings. However, more targeted research with controlled samples across the different environments will be required to confirm these results.

In an attempt to develop a more nuanced understanding of the biodegradation rate of PHA in a marine environment, the factors that have the potential to influence the rate of biodegradation were identified and evidence relating to their influence were collated from all of the PHA marine biodegradation studies. The results of this detailed analysis are recorded in Table 2. The benefit of this collation is that it allows a rapid assessment of which factors have received considerable exploration and which factors have not.

Each of the data points for biodegradation rate of PHA in the marine environment presented in Fig. 2 were then coded for the four factors that all of the studies reported on. Namely, material type (PHB or PHBV), environment (freshwater or marine), thickness of the sample (> 2 mm or film) and temperature of the test environment (< 0 °C, 3–10 °C, 11–25 °C and > 25 °C). The analysis (not shown) did not reveal an identifiable relationship between biodegradation rate and any of these four factors. However, this finding is obviously limited in its significance due to the limited data available.

Given that no clear relationship emerged, the information available on the effect of each of the controlling factors presented in Table 2 was

qualitatively reviewed. Both structure and property of the polymer as well as location, weather and climatic conditions substantially influence biodegradation rates (Volova et al., 2006), so the factors have been divided into two groups - those that are a property of the material being studied (presented in Table 3) and those that are a property of the environment being studied (presented in Table 4).

Ultimately, it is hard to isolate the influence of any of these factors in the natural environment and it is the influence and interplay of each of these identified (and potentially other unidentified) factors that need to be understood.

In regard to the influence of environmental factors, it is important to consider the ultimate location of PHA in the marine environment. PHA contains heteroatoms in its backbone and is denser than water, meaning it is more likely to sink than a conventional polymer. This suggests that PHA is likely to be in contact with sediment rather than be free-floating, and that its dispersal via ocean currents will be different to a conventional polymer (potentially remaining closer to its point of entrance to the ocean versus being distributed to the open ocean). Any sort of light exposure and UV degradation will probably be minimised if it settles in the sediment, removing one of the most important factors initiating the abiotic photodegradation of conventional polymers (Gewert et al., 2015). In addition, sediment, and in particular deeper sediment layers, are suggested to host a larger consortium of microorganisms and will have low dissolved oxygen concentrations (Andradý, 1994). Furthermore, if PHA remains close to shore it would likely be exposed to higher temperatures and more active bacterial populations (Deroine et al., 2014a; Rutkowska et al., 2008) given that the bacterial population in deeper, colder water can be at least one order of magnitude lower than in shallower testing environments (Deroine et al., 2014a; Imam et al., 1999). This suggests that tests conducted in sediment with nutrient and temperature profiles similar to a shoreline are more likely to be reflective of the biodegradation of PHA than those conducted as suspended samples in the open ocean.

In regards to the influence of the material characteristics, surface phenomena, particularly roughness, can influence bacterial attachment and enzymatic action (Woolnough et al., 2013), as can porosity (Chan et al., 2019; Tsuiji and Suzuyoshi, 2003) and crystallinity (Spyros et al., 1997). The type of polymer processing (solvent cast, melt pressed, extruded), post processing treatment, and surface chemistries (e.g. orientation effects) can also influence biodegradation rate. For example, Sridewi et al. (2006) suggested that the increased surface porosity of a poly(3-hydroxybutyrate-co-5 mol% 3-hydroxyhexanoate) film compared to other films contributed to its increased biodegradation rate whilst Boyandin et al. (2013) suggested that due to the presence of micropores at inter-particle boundaries in pellets formed through a pressing mechanism, they degraded faster than samples produced through casting.

A deeper understanding of these factors influencing biodegradation rates will require studies to investigate targeted comparisons between samples as opposed to just considering biodegradation in general. In particular, studies are required that look at the influence of shape, surface morphology, porosity, additives and processing techniques as they have the potential to be used as a controlling factors (Chan et al., 2019; Sridewi et al., 2006; Tsuiji and Suzuyoshi, 2003). There has also been no targeted consideration of the method of production of the PHA objects tested or the post-processing methodology, although this influences the material properties and potentially the biodegradation rate (Cherpinski et al., 2017; Follain et al., 2014; Laycock et al., 2017). Most of the literature to date has focused on thin films (< 200 μm) which may behave differently than thicker objects and this affects lifetime estimations.

It is also important that more studies be conducted in the natural environment, as there are issues with transferability of results from laboratory studies (Deroine et al., 2014a) and in the natural environment the polymer may not be a preferred substrate relative to other available materials (Haider et al., 2018). As discussed, the likely sinks

(e.g. sediment) must also be considered and should be the target locations for biodegradation studies (Nauendorf et al., 2016).

Of the literature reviewed, many papers failed to report the critical information that is required to make a comparison between the different pieces of research, limiting the utility of the body of research to date. Initial mass and surface area or sample dimensions should always be reported to allow for standardisation between studies.

4. Conclusion

The aim of this paper was to determine the mean biodegradation rate and lifetime estimation of PHA in the marine environment, dependent on the information available to date. The key result is the determination of the mean rate of biodegradation of PHA in the marine environment as $0.04\text{--}0.09\text{ mg}\cdot\text{day}^{-1}\cdot\text{cm}^{-2}$ ($p = 0.05$). This was used to estimate the average lifetime of various PHA products in the marine environment. For example, using the calculated biodegradation rate a PHA bottle could be expected to take approximately one and a half to three and a half years to completely biodegrade. No single environmental or morphological factor emerges as the key factor influencing biodegradation rate and there is not enough information to understand their individual effects, or develop a robust understanding of how an individual factor would effect lifetime estimation. This in itself is an important contribution, guiding future research and demonstrating that more targeted studies are required that directly compare the influence of different factors (particularly properties of the test sample) as well as ones that consider the ultimate location of the PHA. The calculated rate can be updated once these controlling factors are more thoroughly understood.

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Appendix A. Supplementary data

Supplementary data to this article can be found online at <https://doi.org/10.1016/j.marpolbul.2019.03.020>.

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Research Article

Biodegradation of Biodegradable and Compostable Plastics under Industrial Compost, Marine and Anaerobic Digestion

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Abstract

Biodegradation was measured for biodegradable, compostable, and oxodegradable plastics while exposed to aerobic composting, marine, and anaerobic digestion environments. Biodegradable plastics included, corn-starch based biobag, PHA bag, Ecoflex bag, and PLA lids. Positive and negative controls included, Kraft paper, cellulose, and polyethylene. Other plastics included, oxodegradable plastic bags. For industrial composting environment and according to ASTM 6400 standards, compostable plastic products, along with oxodegradable, cellulose paper, Kraft paper, and polyethylene plastic wrap, were placed in an environment consistent with ASTM 5338 conditions. For the marine environment, the plastic samples were placed in a test environment consistent with ASTM 6691. For anaerobic digestion, plastic samples were placed in an environment consistent with ASTM 5511. The degradation was evaluated by measuring CO₂ gas, which evolves from the degrading plastic samples. For industrial compost conditions, the compostable plastics, namely, PLA, sugar cane, PHA, Ecoflex, and starched-based biobag, biodegraded at least 90% and met the degradation requirement in the ASTM D-6400 standard. The oxodegradable, UV-degradable plastics, and LDPE plastic bag had negligible degradation. Under marine conditions, PHA experienced significant biodegradation. Alternatively, corn-starch-based trash bag, PLA cup, Ecoflex bag, sugar cane lids, UV-degradable plastic ring, and Kraft paper did not exhibit biodegradation under marine conditions. PHA biodegrades by anaerobic digestion in mesophilic conditions.

PHA biodegraded at least 30% and met the degradation requirement in the ASTM D-7081 standard. For anaerobic digestion, PHA biodegraded significantly more than the microcellulose positive control. The gas composition as measured with gas chromatography is about 60% methane and 40% carbon dioxide. Biodegradation terminated after 22 days. Under anaerobic conditions PHA and sugar cane experienced biodegradation, but PLA and polyethylene did not.

Introduction

Plastics can be produced from natural or synthetic materials. Traditional plastics, with an annual world production of approximately 140 million tones, (Masayuki 2001) are typically made from petroleum-based products. Alternatively, biobased polymers are produced from natural materials, e.g., starch from corn, potato, tapioca, rice, wheat, etc., oils from palm seed, linseed, soy bean, etc., or fermentation products, like polylactic acid (PLA), polyhydroxyalkanoate (PHA), and polyhydroxybutyrate (PHB). Most biobased materials are biodegradable, though some are not biodegradable. For example, polyesters can be made from soybean oil, though they are not biodegradable since the polymer is not consumed by microorganisms. Polyurethane can be made by reacting organic alcohol with isocyanate, but it is not biodegradable since it is not consumed by microorganisms, either. Some petroleum-based plastics are biodegradable polymers since they are consumed by microbes in the soil and biodegrade in compost environments. Aliphatic-aromatic co-polyester polymers from BASF and ε-caprolactam are made from petroleum materials and are consumed by microorganisms and are biodegradable.

Compostable plastics biodegrade in composting facilities and break down into carbon dioxide and water. Micro-organisms in the soil or compost degrade the polymer in ways that can be measured by standard tests over specified time-frames. Compostable plastics are defined according to the ASTM D6400 standard as materials that undergo degradation by biological processes during composting to yield carbon dioxide, water, inorganic compounds, and biomass at a rate consistent with other known compostable materials and leave

no visible distinguishable or toxic residue. Compostable polymers are those that are degradable under composting conditions, which include actions of microorganisms, i.e., bacteria, fungi, and algae, under a mineralization rate that is compatible with the composting process. Polyethylene plastic bags that are produced with starch additives are not certified as compostable plastics since they do not biodegrade into CO₂ in 180 days in a compost environment. The plastics do disintegrate but leave small plastic fragments in the compost, which violates the ASTM D6400 standards. The ASTM D6400 standard differentiates between biodegradable and degradable plastics. Some synthetic polymers, e.g., Low Density Polyethylene (LDPE), can erode over time if blended with an additive to facilitate degradation. These polymers break down into small fragments over time but are not considered biodegradable or compostable since they do not meet the ASTM D6400 standards.

Results

The biodegradation of the sample materials were tested in three

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environments, namely, laboratory compost environment per ASTM D5338 standards, laboratory simulated marine environment per ASTM 6691, and laboratory anaerobic digestion environment per ASTM D5511. The three test methods are compared in Table 1.

Figure 1 shows a schematic of the test procedure for the industrial compost testing.

Laboratory Compost Environment

The experimental set up for the laboratory experiment is based upon procedures outlined in ASTM D5338. The biodegradation standards are better explained in a recent book on sustainable plastics. (Greene 2014) Each of the compostable materials was added to compost soil in a 3.8-liter glass jar and placed in an oven maintained at 58°C. Carbon dioxide and oxygen were measured with an IR sensor from Pasco company. The oxygen sensor measures the percentage of oxygen that is present in the container with detection error of +/- 1%.

Cellulose filter paper (Cellupure filter) from FilterQueen™ and Kraft paper were used as positive control materials. Polyethylene plastic sheet, called Clingwrap, from Glad was used as a negative control as required in the ASTM standard. The test materials were cut up into approximately 25 mm by 25 mm pieces. The materials were added to a 3.8-liter vessel, which was filled with 600 grams of compost and 100 grams of degradable sample. The sample materials occupied 1.5 liters of the vessel and left 2.3 liters of open volume for the gas to occupy. ASTM D5338 specifies that a maximum of 75% of the container can be filled with the test sample and compost.

The moisture content of the samples was regularly monitored with a digital Satorius moisture analyzer. Distilled water was added, as needed, to achieve an overall moisture content of 50%. The composting vessels were placed in an oven with temperature of 58°C (+/-2°C) for 180 days. CO₂ and O₂ gases were measured with Pasco detectors by Labview data acquisition software. The vessels were rotated and shaken weekly to maintain uniformity. Excess liquid was noted on the daily log and removed by adding air. Oxygen levels ranged between 17% and 21% during the experiment, which met the ASTM requirements of greater than 6% in the containers.

Carbon Dioxide Concentration Results

During biodegradation of the compostable plastics, CO₂ is produced. The initial compostable sample, though, has moisture and other elements besides carbon. For instance, cellulose has a compressed

chemical formula of C₆H₁₀O₅, which can result in a maximum of 42% C in the original dry sample. The chemical structures of Kraft paper, corn starch, PLA, and sugar cane are more complex. Kraft paper is made from Kraft pulp, which is 44% cellulose. Corn starch's primary carbon source is native amylase corn starch (C₅H₈O₄)_n, where n is the degree of polymerization. The compressed chemical formula of PLA is (C₃H₄O₃)_n. Sugar cane products, e.g., lids and bowls, are produced from 100% sugar cane fiber. Sugar cane's primary carbon source is from sucrose (C₁₂H₂₂O₁₁)_n. Bagasse sugar cane consists primarily of water, fiber, and soluble solids. The fiber is consisting of cellulose, pentosans, and lignin (Chiparus 2004). The amount of carbon can be less than the theoretical values depending upon the amount of other materials added to the compostable material to enable them to be processed into plastic parts or bags.

Laboratory Compost Biodegradation Results

The biodegradation rate can be determined from the amount of CO₂ measured during the 45-day experiment and the amount of initial carbon present in the sample. The CO₂ was measured according to procedures outlined previously.

The CO₂ concentrations are measured for test material samples. The amount of CO₂ was measured over a 180-day period. The amount of carbon resulted from the CO₂ concentration is calculated for each day. The results are averages of three samples. After 180 days the total amount of biodegradation conversion can be found by adding individual weekly results. The total biodegradation results for the 10 samples are listed in Table 2. The results include the standard error of the mean (SEM).

Cellulose and Kraft paper represented positive controls for the experiment. The cellulose degraded 92% over the 180-day experiment and Kraft paper degraded 92%. ASTM D5338 requires at least 90% degradation of cellulose. The Kraft paper samples had comparable degradation conversion and degradation rates as the PHA bag, PLA straws, sugar cane plate, Biobag, and Exoflex bag samples. The oxodegradable bag had negligible degradation and was similar to the LDPE control material. The dirt compost alone and polyethylene (negative control) produced very little CO₂ which resulted in less than 3% conversion of the polyethylene into carbon, which can be accounted for by experimental error.

Marine Anaerobic and Aerobic Environment

Marine pollution is a worldwide environmental concern. Marine environmental pollution is regulated by the MARPOL treaty. The treaty prohibits disposal of any plastic waste in the oceans from ships and off shore platforms (Bastioli 2005). Petroleum based plastics can cause environmental concern because of the length of time for the floating plastics to disintegrate in ocean water. Polyethylene plastics, typically, will float in ocean water and can take 100 years to disintegrate completely. Polyethylene did not degrade in marine environment at a temperature of 30°C after 12 weeks (Bastioli 2005). While floating,

Table 1: Three biodegradation test methods.

©	Test	ASTM#	Required% biodegradation	Plastic Sample mass	Temp, C	Time
1	Industrial Compost	D6400/5338	90	100g	58	180 days
2	Marine	D7081/6691	30	1g	30	180 days
3	Anaerobic digestion	D5511	None	10g	33	20 days

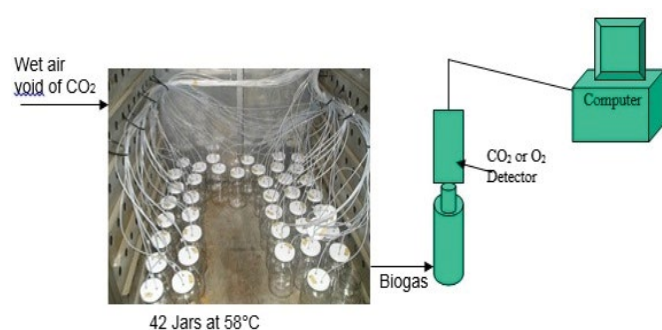


Figure 1: Experimental set-up for biodegradation testing for industrial composting per ASTM 5338.

Table 2: Biodegradation for compostable samples.

Material	SEM	ASTM	Standards
Biodegradation %			
Cellulose positive control	91.99	0.203	Pass
PHA bag	94.03	0.084	Pass
Kraft paper control	91.91	0.151	Pass
PLA straws	91.22	0.178	Pass
Sugar cane plate	91.12	0.154	Pass
Ecoflex bag	90.14	0.265	Pass
Blank compost control	1.69	0.163	None
Oxodegradable LDPE bag	2.19	0.124	Fail
Polyethylene control	1.70	0.118	Fail

low density polyethylene with UV-degradant deteriorated slower in a marine environment than on land (Andrady 1990). Photodegradable LDPE plastic ring connectors can degrade in marine and land environments with a 50% loss in properties in 12 months (Andrady et.al. 2003). Biodegradable plastics can biodegrade much faster than polyethylene due to its ability to absorb water and sink in ocean water. Though, only, PHA, PHB, and poly-ε caprolactone were shown to biodegrade in marine environment (Bastoli 2005).

In the next test environment, samples were tested for marine exposure. The procedure that was used was based upon ASTM D6691 and ASTM D7081. ASTM D6691 is a test method for determining aerobic biodegradation of plastic materials in the marine environment by defined microbial consortium. A test sample material would demonstrate satisfactory disintegration if after 12 weeks at least 70% of the material disintegrates. ASTM D7081 is a standard specification for non-floating biodegradable plastics in marine environments. Both standards also require that the amount of CO₂ that is generated during the degradation process be measured. The method and test results are better explained in the recent Sustainable Plastics book. (Greene 2014)

A test sample would demonstrate satisfactory biodegradation if after 180 days 30% or more of the sample is converted to carbon dioxide. The sampling and specimen preparation are identical in both standards. The degradable samples were prepared according to ASTM D7081. A small sample, approximately, 1 g, of each material was placed in a jar with 100 ml of ocean water. Ocean water was retrieved in July from Big Sur beach in California. Water was held at 5°C for 30 days until testing. During the experiment, the temperature was maintained in an oven at 30°C.

Marine Biodegradation Results

Figure 2 shows the biodegradation results for the samples after ASTM D 6691 test for marine biodegradation. After 180 days in ocean water, the PHA sample had 37% and 47% biodegradation. Cellulose experience 32% biodegradation. There was no biodegradation for polyethylene plastic or PLA.

Landfill Environment

Landfills are typically made with a liner and cover to minimize environmental impact. The US EPA landfill regulations recommends a “dry tomb” approach for municipal solid waste (MSW) management. The approach will minimize leachate generation. Leachate can pollute groundwater. However, “dry tomb” approach to landfills can cause some pollution problems for groundwater (Lee and Jones (1992). Most landfills are packed tightly and are anaerobic, which practically

eliminates biodegradation of organic materials. Thus, very little methane, carbon dioxide is produced from the biodegradation of organic materials due to the limited amount of oxygen and water, as well as low temperatures. In fact, some research in 25-year old landfills, have found still recognizable hot dogs, corn cobs and grapes, as well as newspapers with readable print (Rathje 1992). Biodegradable plastics and compostable plastic biodegrade in compost environments but not in landfill environments due to lack of moisture, temperature and oxygen. Oxodegradable plastics should behave as other polyethylene plastics and not degrade or fragment in landfill conditions due to lack of oxygen.

The degradable samples, 1g each, were combined with food waste in 1-liter bottles. Each reactor bottle was purged with helium gas for 5 minutes to ensure anaerobic conditions. All experiments were performed in duplicate under thermophilic conditions at 50°C. The initial pH of all reactors was 7.4. Total solids and volatile solids of the sludge and food waste were measured according to the ASTM D5630 and Amirel standard methods. Pressure was measured daily in each of the batch reactors headspace using a WAL-BMP-Test system pressure gauge. The biogas in the reactors headspace was released under water to prevent any gas exchange between the reactor and the air. Biogas volumes of each reactor were determined with by measuring the displacement of water in the large tubes as shown in Figure 4.

Methane and carbon dioxide contents of the biogas produced in each reactor was periodically measured using gas chromatography, HP 5890 A, with 1.8 × 0.32 mm Alltech carboxpher column. Helium was the carrier gas at a flow rate of 60 ml/min. The temperatures of oven and thermal conductivity detector were 100 and 120°C, respectively. The gas flowed into a helium filled column where a thermal conductivity detector measured the amount of methane, and carbon dioxide in the sample. A gas standard with 60% methane and 40% carbon dioxide was used to calibrate the reactors.

Laboratory experiment was conducted by mixing PHA with an inoculum coming from an industrial digester to study its biodegradability. One blank (only inoculum), a positive control, and a negative control were used for this experiment.

The total solids and volatile solids contents of the substrates and sludge are shown in Table 3. The oxobiodegradable plastic bag did not show any loss of organic matter after being heated at 105°C for 24 hours. The total solids of Mirel PHA bag had 99.99 percent Volatile Solids (VS).

Figure 3 depicts the accumulative biogas production of sugar cane plate, paper bag, and cellulose, from the digesters with an initial loading of 50% degradable sample and 50% food waste. Figure 3 demonstrates that biogas is produced for the first 15 days from the digestion of the food waste. After the food waste is consumed in each

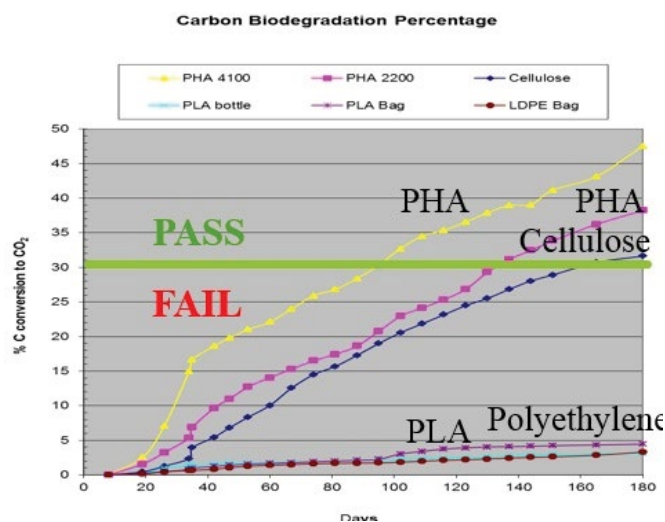


Figure 2: ASTM D6691 test results for marine biodegradation.

Table 3: Characteristics of the substrates and sludge.

Material Type	Total Solids, %	Volatile Solids/ Total Solids %
Oxodegradable-bag	99.99	96.18
Ecoflex bag	99.96	90.57
PLA cups	99.6	99.98
PLA straws	99.59	94.9
Mirel PHA bag	99.03	99.99
UV degradable Clear plastic bag	97.75	99.91
Kraft paper control	96.64	95.72
Sugar cane plate	94.21	99.43
Bio-bag	93.48	99.58
Food waste control	19.17	92.83
Sludge control	0.24	47.59

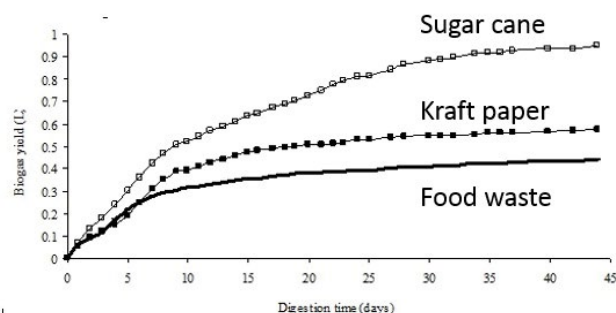


Figure 3: Cumulative biogas production from the anaerobic digestion after 20 days.

of the jars, the Mirel PHA and sugar cane samples continue to produce new biogas and thus are biodegraded in the anaerobic vessel.

The other samples do not produce any additional biogas after day 15, which indicates very little biodegradation occurring for the Kraft paper, PLA, corn starch, Ecoflex, Oxodegradable, and UV-degradable samples. Except for Mirel and sugar cane there was a little difference between the daily biogas production and food waste. The biogas yields at the end of the digestion time, after 43 days, from degradable samples alone was calculated as the difference between the biogas produced from reactors treating food waste and degradable samples and that treating food waste alone.

Biogas from the reactors has on average 60% methane gas and 40% carbon dioxide gas. The percentage of biodegradation is calculated by multiplying each samples resultant biogas volume by 40%, then multiplying by the density of carbon dioxide, and lastly dividing by the amount of carbon available in each sample.

The biodegradation results are presented in Table 4. Mirel PHA and sugar cane samples had biodegradation of 38% and 24 % respectively. The other materials had negligible biodegradation. The average final pH ranged from 6.33 and 6.87 for all of the samples.

Materials in Anaerobic Digestion Experiments

Polyhydroxyalkanoates (PHA) PHA-4100 was supplied by Metabolix (USA). Polylactide plastic (PLA) was supplied by NatureWorks.™ The carbon content in this PHA was 46.15%. Cellulose Avicel PH-101 was used as a positive control and LDPE was used as a negative control. PHA and PLA were blended into 1-2mm wide pellets using a regular kitchen blender.

Inoculum

The inoculum (pH = 7.76; FOS = 1.08g/L; TAC = 6.49g/L (Lossie, 2008)) was stored one week at 37°C before the beginning of the experiment to let it degas. Methanogen archaea in this mixture are mainly *Methanosarcina* and *Methanobrevibacter*.

Table 4: Cumulative biogas production from the anaerobic digestion after 20 days.

Material Type	% C biodegradation	Biogas Yield (L/ gVS)
Mirel PHA bag	38	0.82
Sugar cane plate	24	0.53
Kraft paper control	6	0.18
PLA straws	6	0.02
PLA cups	6	0.01
Ecoflex bag	6	0.01
Bio-bag	5	0.18
Oxodegradable-bag	0	0.01
UV degradable Clear plastic bag	0	0.05
Food waste control	Not applicable	Not applicable
Sludge control	Not applicable	Not applicable

The inoculum came from a 2 stages mesophilic semi-continuous anaerobic digester owned by North State Rendering (Oroville, California). The plant was composed of 2 hydrolysis tanks and one digester. The inoculum was withdrawn on the bottom of the digester. The main feeding of this installation were cheese waste, olive waste and food waste.

Equipment

The experiments required the following equipment:

- 6 glass bottles (2.75 L)
- An incubator with an opening on the top to connect the bottles to an external sensor
- A thermocouple (OMEGA, MODEL 660)
- 6 PVC pipe closed with a PVC cap (2" wide and 2'6" long ; Volume = 1.6L)
- Gas Chromatograph SRI310
- A pH meter
- An electronic scale
- Standard gas (15% Nitrogen, 35% Carbon dioxide, 50% Methane)
- Biogas titration manager (HACH)

Biodegradation under mesophilic anaerobic digestion

The method used, as shown in Figure 4, was based on the Standard Test Method for Determining Anaerobic biodegradation of Plastic Materials Under High-Solids Anaerobic-Digestion Conditions ASTM 5511-02 (ASTM International, 2012). The system temperature was set to 37°C (±2°C). To match the usual feeding rate at the North State Rendering plant the plastic concentration was chosen between 4 g/L to 16g/L. The usual concentration is 4g/L but various concentrations were tested to observe the effect its effect on the degradation. The laboratory scale batch reactors were connected to a plastic pipe designed to collect the gas produced. The plastic pipes were sealed on one side and put upside down in a bucket filled with water. The pipe was filled with water every time it was full of gas. Hydrochloric acid was added to the water to keep the pH under 2 to avoid the carbon dioxide to dissolve into it.

At the beginning of the experiment, atmospheric oxygen was present inside the headspace of the reactor. This oxygen was rapidly consumed during the initial stages of degradation and the reactor quickly became anaerobic. Moreover, the experiment has been designed so the headspace volume was small (0.25L). The bottles were all closed with rubber tape and silicon to ensure that they were gas tight. The experiment was run until the gas production stopped (21 days). The gas production (volume) and gas composition were daily

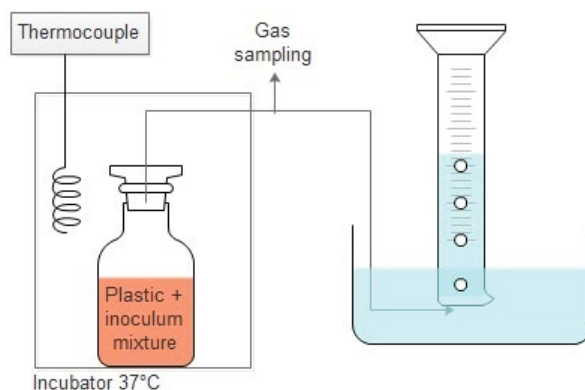


Figure 4: Experimental set-up.

analyzed.

Table 5 lists the experimental set up for the biodegradation testing. It lists the type of plastic, mass, amount of carbon in the sample, the volume of the inoculum, and the plastic concentration of g of plastic per liter of inoculum. Typical concentrations should be 4 or 8 grams of plastic sample per liter of inoculum for best results.

Biodegradation calculation

The biodegradation rate was determined by the carbon loss and according to the reactions equations 1, 2, 3, and 4. The carbon loss corresponds to the gas produced. The volume of gas produced has been measured all along the experiment. The biogas produced by anaerobic digestion is mostly composed of methane and carbon dioxide (Rasi, Veijanen, & Rintala, 2007). This calculation was driven by the hypothesis that the gas produced was only composed by methane and carbon dioxide. Each mole of gas produced contained one mole of carbon. Those two reactions do not represent the biodegradation reactions but were used to calculate the material balance.



$$\text{Biodegradation (\%)} = \frac{\text{gas produced by the anaerobic digestion}}{\text{amount of carbon tested}} * 100$$

Equation 3

The gas produced by the anaerobic digestion was determined by the difference between the gas measured in the tested bottle and the gas produced by the blank bottle with no plastic.

$$\text{Biodegradation (\%)} = \frac{\text{gas produced by the test} - \text{gas produced by the blank}}{\text{amount of carbon tested}} * 100$$

Equation 4

Table 6 lists the mass of each sample for the anaerobic digestion along with the mass of carbon and the mols of carbon in the experiment.

Gas chromatography

The methane production from each reactor was measured every day by using a 500µL gas tight syringe (Hamilton Company, Reno, Nevada). The gas collected was injected into a gas chromatograph (SRI Model 310) to analyze its methane and carbon dioxide content. These measurements were run according to the standard ASTM E 260. The gas chromatograph was equipped with a thermal conductivity detector and helium gas was used as a carrier. The oven temperature was 85°C and the inlet pressure was 50psi. The gas was calibrated before each use by doing a calibration with a standard gas mixture (15% Nitrogen,

35% Carbon dioxide, and 50% Methane).

The gas produced was calculated considering that it was only composed of methane and carbon dioxide because the other gas produced do not represent a big part of the all gas production (e.g. ammonia). It was chosen to ignore the other gases produced to make the gas composition calculation easier (e.g. : the gas measured is 20% nitrogen, 40% methane and 40% carbon dioxide ; the gas produced is considered as 50% methane and 50% carbon dioxide). This method of calculation has been used to consider that a certain amount of nitrogen present in the headspace stayed in it during the all experiment, and the gas was sampled in the headspace.

Biodegradation of plastics

PHA and cellulose biodegradation started after 2 days. This time corresponds to how long it takes for the material to hydrolyze. Oxygen is used up during the breakdown of organic material; once it is used up the reaction becomes anaerobic. The positive control was microcellulose. The negative control was LDPE. Figure 5 shows the biodegradation of PHA. PLA, LDPE, and cellulose during anaerobic digestion.

Both negative control and positive control showed that the experiment was working. However the cellulose (positive control) biodegradation slowed down after 5 days. Nothing in particular was changed at this moment. PHA1 and PHA2 were close to be totally degraded (102% and 95%). The fact that the PHA1 biodegradation is above 100% shows that the methane and carbon dioxide production are not the only reaction happening in the reactor or could come from a measure uncertainty.

Gas composition

The gas composition of the blank, the positive control and the negative control were measured but they do not appear on the next graph because they are not very relevant. Furthermore, the blank and the negative control barely produced gas. Figure 6 lists the volume

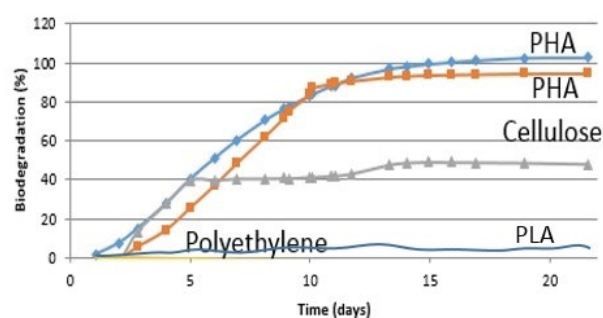


Figure 5: Biodegradation of PHA, PLA, Cellulose, and LDPE in anaerobic digestion.

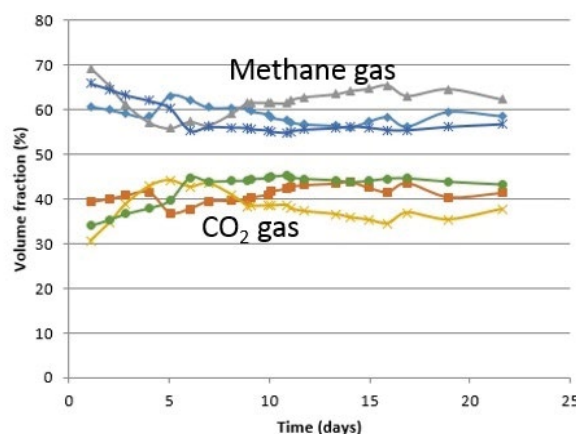


Figure 6: Gas composition as measured with a GC.

Table 5: List and characteristic of the samples.

	Type of plastic	Mass of plastic (g)	Amt of C (mol)	Volume of inoculum (L)	Plastic concentration (g/L)
PHA1	PHA	10	3.85	2.5	4
PHA2	PHA	20	7.69	2.5	8
PHA3	PHA	40	15.4	2.5	16
Blank	X	X	X	2.5	X
Positive control	Cellulose	10	4.44	2.5	4
Negative control	LDPE	10	8.57	2.5	4

Table 6: Amount of carbon per bottle.

	PHA1	PHA2	PHA3	Positive control	Negative control
Mass (g)	10	20	40	10	10
w (g carbon/g)	0.462	0.462	0.462	0.444	0.857
Carbon quantity (mol)	0.39	0.77	0.54	0.37	0.71

percentage of methane and carbon dioxide for the experiment. The gas composition was typically 60% methane gas and 40% carbon dioxide gas.

The gas composition was almost the same for the 3 samples. The average gas composition of the 3 tests was 60% methane and 40% carbon dioxide.

Conclusions and Recommendations

Compostable plastics, including, PLA lids, PHA bags, Ecoflex bags, Husky Eco-Guard plastic bags, Kraft paper, and cellulose paper completely biodegraded into CO₂ and water in a laboratory compost environment and met the biodegradation requirements of ASTM D-6400. However, oxodegradable, UV-degradable, and polyethylene plastics do not degrade under laboratory compost conditions and do not meet the ASTM D-6400 for biodegradation in compost environment. Compostable plastics biodegraded in commercial compost environment after 180-days. Oxodegradable and UV-degradable plastics did not degrade while under composting environment in 180-days. PHA experienced significant disintegration in a simulated marine environment. Alternatively, corn-starch-based trash bag, PLA cup, Ecoflex bag, sugar cane lids, UV-degradable plastic ring, and Kraft paper did not exhibit disintegration in marine environment.

PHA biodegrades by anaerobic digestion in mesophilic condition. Its biodegradation is above 90% after 11-12 days and can reach 95%-100%. The results also show that PHA biodegraded significantly more than the microcellulose positive control. According to the gas composition analysis with gas chromatography, the gas composition is about 60% methane and 40% carbon dioxide. Biodegradation

terminated after 22 days. Under anaerobic conditions PHA, cellulose, and sugar cane experienced biodegradation, but PLA and polyethylene did not.

Compostable plastic materials could be very economical for organizations and institutions that service a controlled population, e.g., hospitals, correctional facilities, schools, and cruise lines. The cost of disposal of waste at these locations can be offset by the use of compostable plastics, which have a compost nutrient value. Compostable plastics can be a boon to compost operators by having an organic nutrient source that can be a beneficial soil amendment.

Acknowledgements

The authors would like to thank the following people who have helped develop this research work: Dr. Cindy Daley (CSU, Chico), Dr. Randy Miller (CSU, Chico), and Mr. Jeremy Vaughn (CSU, Chico). Funding for the research was provided by the Rice Research Board.

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PROPRIETARY & CONFIDENTIAL



phade[®]

The world's first marine
biodegradable straw made with
PHA

TESTING AND CERTIFICATIONS

April 2021



PHA and phade®

A New Innovation in Foodservice Packaging

The Science Behind phade

- PHA (short for polyhydroxyalkanoate) is a naturally occurring bio polymer derived from the fermentation of canola oil.
- PHAs are a renewable bio-based alternative (aka “naturally occurring” plastics) to traditional fossil fuel based polymers (aka “synthetic” plastics).
- phade is created with a “closed-loop” design. It is created with a naturally occurring bio polymer intended to return to the environment after use.
- PHAs are highly biodegradable in many environments: marine, home compost piles, industrial compost facilities, soil, and anaerobic digesters.
- phade products biodegrade safely, as confirmed by TUV certifications, ASTM tests, and various other tests for heavy metals, fluorine and ecotoxicity.



What Does “Biodegradation” Really Mean?

Biodegradation is a multi-step process in which microorganisms use a material as a source of food and energy. It is a biological process that consumes the entire material and results in the following:

1. CO₂ if the conditions are aerobic, or methane if the conditions are anaerobic (lack oxygen).
 - Note that rapeseed plants (from which canola oil is made) consume CO₂ when growing, thus making this a circular cycle.
 - Methane is typically captured and used as source of energy.
2. Biomass – this represents the growth and reproduction of the microorganisms that use the biodegradable material for food and energy.
3. Water

Source: “Commercial Marine-Degradable Polymers for Flexible Packaging”, Barron and Sparks, The University of Utah, iScience 23, 101353, 2020.

PHAs – The Research and Scientific Literature

- The use of PHAs for foodservice applications is a new innovation but the highly biodegradable properties of PHA are well known and have been studied by the scientific community for well over a decade.
- Biodegradation of PHA in Marine Environments:
 - PHAs are biodegraded under both aerobic and anaerobic conditions by PHA degraders present in most natural environments, including the marine environment.
 - Biodegradation is a biological process and is dependent on many factors, most notably the amount of microorganisms, bacteria, algae and fungi present in the environment, but also the properties of the finished product that is being biodegraded, as well as location in the ocean, temperature, oxygen and pH levels.

Source: “The rate of biodegradation of PHA plastics in the marine environment: A Meta-Study”, Dilkes-Hoffman, et al, The University of Queensland, Marine Pollution Bulletin 142 (2019) 15-24; “Commercial Marine-Degradable Polymers for Flexible Packaging”, Barron and Sparks, The University of Utah, iScience 23, 101353, 2020.

How Do Scientists Measure Marine Biodegradation?

- Independent standards setting bodies have developed international biodegradation standards for monitoring the biodegradation of a polymer in the marine environment.
- Respirometric methods, or gas evolution tests, are used in laboratory studies to provide a complete picture of polymer biodegradation, as they are the only way to prove that the final step of mineralization has occurred.
 - Mineralization is the conversion of molecules into benign byproducts (CO₂, biomass, water).
 - This last step cannot be determined solely by visual observation of the material (through mass loss/disintegration).
 - Gas evolution tests prove the inherent biodegradability of a material.
- Gas evolution tests measure the output of carbon dioxide released (taking into account the initial carbon present in the material) during biodegradation to arrive at a rate (percentage) of biodegradation over a stated time period.
- These standards present a framework for proving that biodegradation occurs in the marine environment, and for comparing the rate at which biodegradation occurs between different materials.

Source: "The rate of biodegradation of PHA plastics in the marine environment: A Meta-Study", Dilkes-Hoffman, et al, The University of Queensland, Marine Pollution Bulletin 142 (2019) 15-24.

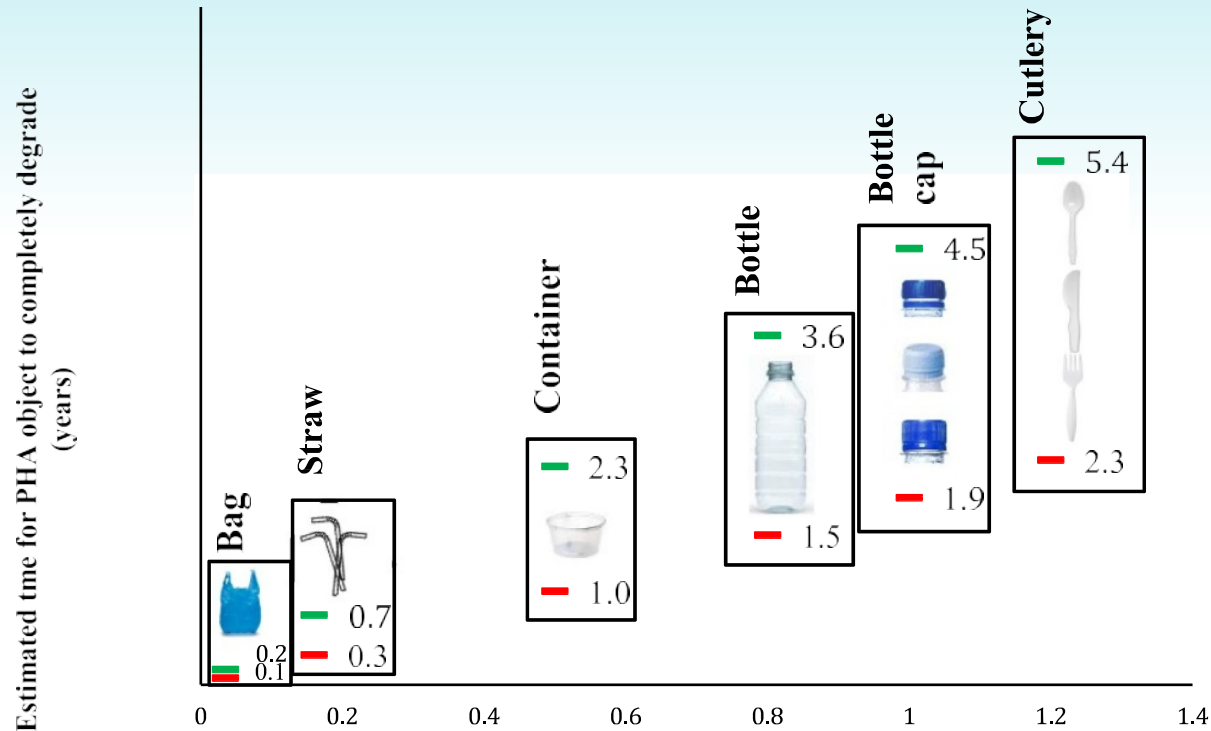
How Can We Use Laboratory Tests to Predict What Will Happen in the Ocean?

- Scientists have begun working on this issue.
- They have made it easier to evaluate how to use biodegradation rates determined in laboratory conditions to what that actually means for diverse, real world marine conditions.
- The goal of a recent study conducted by a team at the University of Queensland was to determine the rate of biodegradation of PHA in the natural marine environment and apply this to the lifetime estimation of various PHA products.
- According to the study authors, “this provides the clarification required as to what ‘marine biodegradation of PHA’ means in practicality and allows the risks and benefits of using PHA to be transparently discussed.”

Source: “The rate of biodegradation of PHA plastics in the marine environment: A Meta-Study”, Dilkes-Hoffman, et al, The University of Queensland, Marine Pollution Bulletin 142 (2019) 15-24.

University of Queensland Study

How Long Will It Take a PHA Product to Degradate?



Lifetime values estimated using the 95% confidence interval for the mean of the rate of biodegradation (in years) of PHA in the marine environment.

- **PHA Straw – 3.6 – 8.4 months**

phade

The Scientific Evidence of Biodegradation

Overview

- Marine Biodegradability Product Testing
 - ASTM D6691
 - Biodegradation
 - Disintegration
 - Residual Water Raman Spectroscopy
 - Residual Water NMR Spectroscopy
- Marine Biodegradable Resin Certification
 - TUV Austria
- Home Compostable Product Certification
 - TUV Austria
- Industrial Compostable Product Certification
 - BPI (Biodegradable Products Institute)
 - TUV Austria
 - Cedar Grove/CMA Covered-In-Vessel Approved
- Soil Biodegradable Resin Certification
 - TUV Austria

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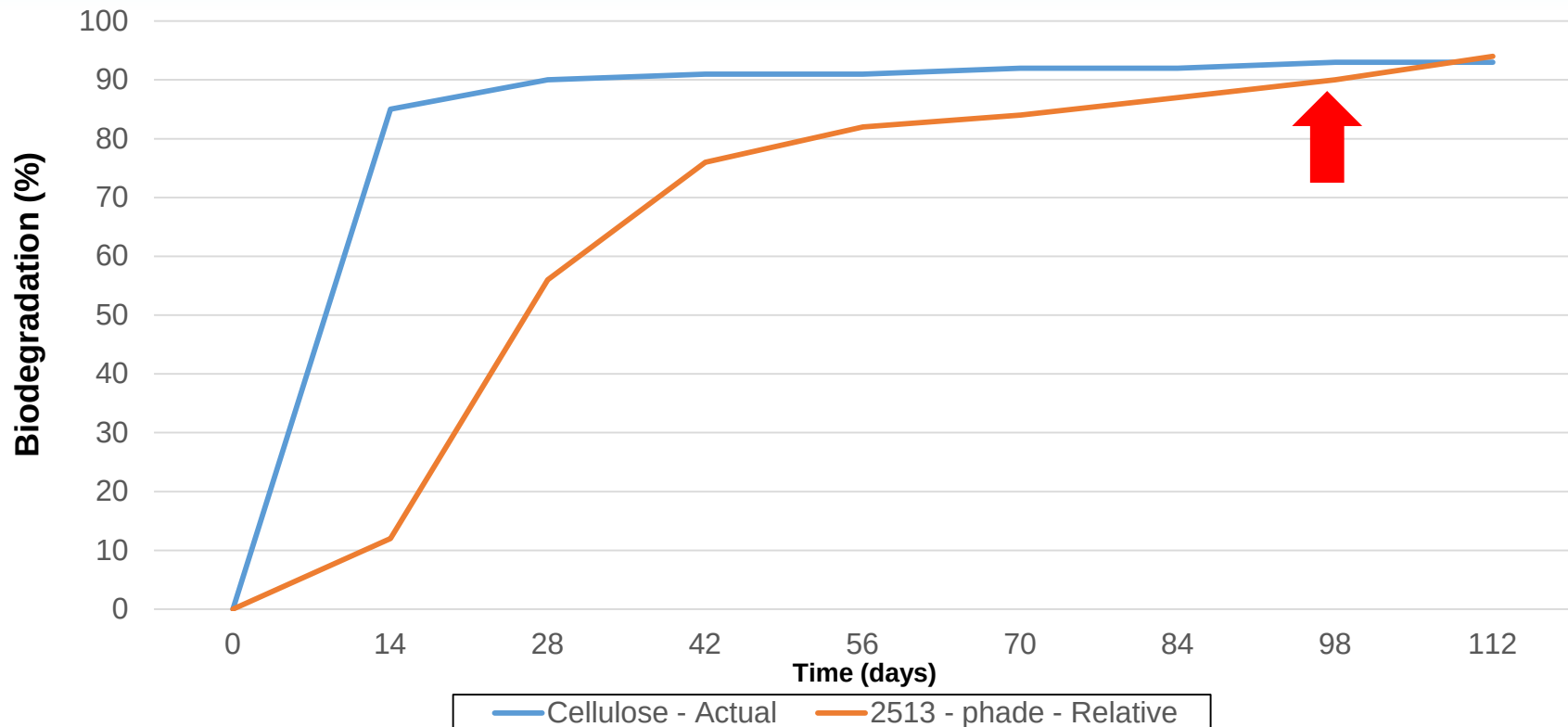
Marine Biodegradability Product Testing

- ASTM D6691– Standard Test Method for Determining Aerobic Biodegradation of Plastic Materials in the Marine Environment by a Defined Microbial Consortium or Natural Sea Water Inoculum
 - ASTM is an international standards setting organization with over 30,000 members who represent producers, users, consumers, government, and academia from more than 140 countries.
 - Tests performed at OWS Laboratory in Belgium.
 - **Marine Biodegradation Test Results:** 90% Biodegradation in 98 Days using gas evolution to measure biodegradation.
 - Note that the positive control of cellulose (paper) reached 92% biodegradation in the same time period.
 - Nothing will ever show 100% biodegradation because the microorganisms consuming the material will grow and reproduce, which accounts for the remaining percentage of biodegradation that cannot be captured through gas evolution.

Marine Biodegradation Analysis – Net CO₂ Production

- phade meets ASTM marine biodegradation standard requirements (90% in 180 Days) in 98 days.
 - Further, on a relative basis, phade surpasses cellulose biodegradation at 112 days.

Marine Biodegradation Percentages
(based on net CO₂ production)

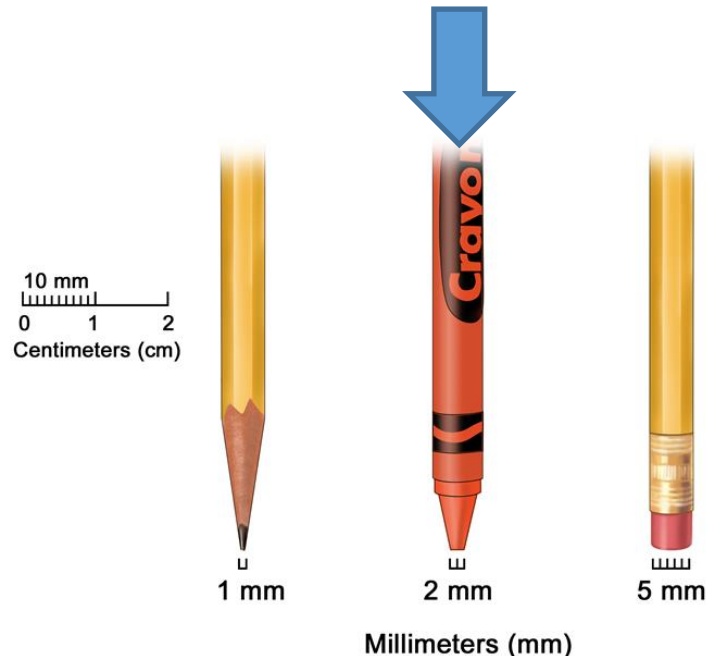


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Marine Biodegradability Product Testing

Marine Disintegration Test Results

- Test is still ongoing.
- The sample and water are sieved using a 2 millimeter sieve – photos show all that remains of the straw after 28 weeks in the seawater.
- How big is 2 millimeters? 2 millimeters = .0787402 inches.



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Confidential Information of WinCup, Inc.

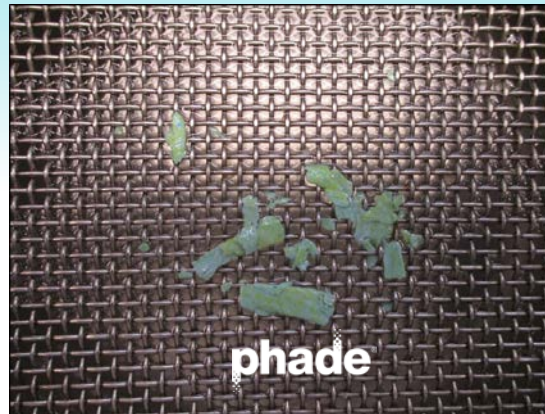
phade Marine Disintegration Test (ongoing)

Test Pictures - using a 2 millimeter sieve

Week 4



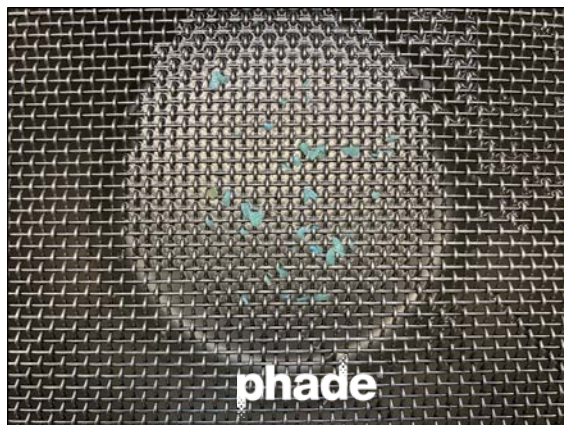
Week 8



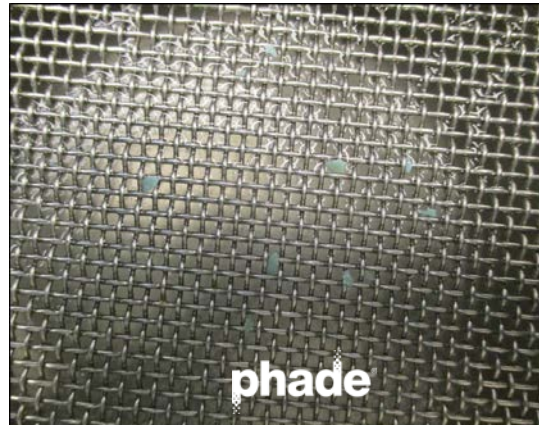
Week 12



Week 16

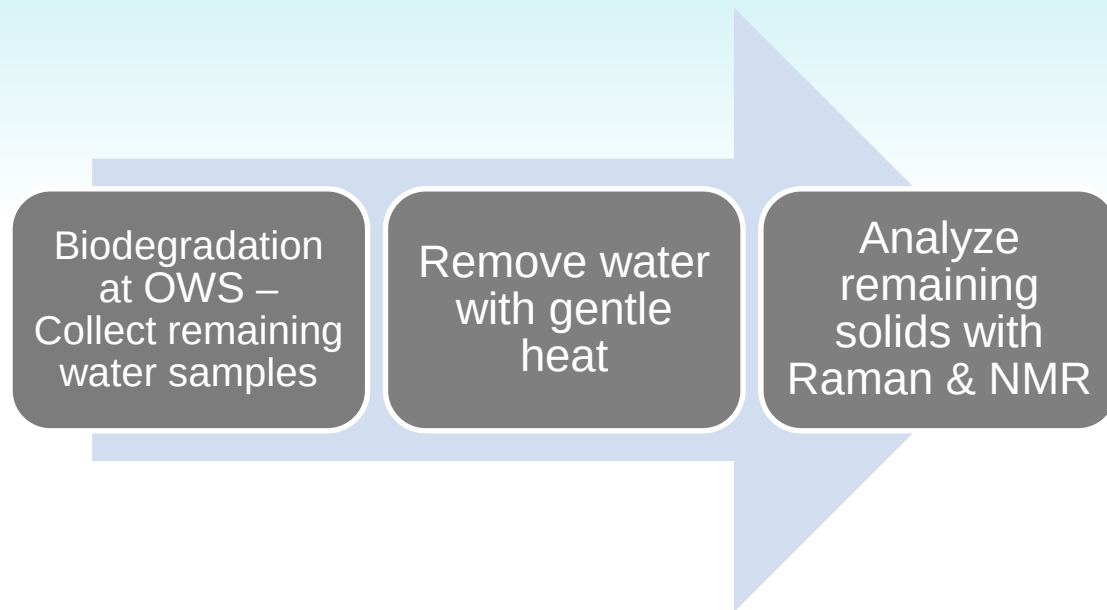


Week 20



phade

Residual Water - Raman and NMR Spectroscopy Tests



Testing conducted at University of Georgia Lab (Raman Spectroscopy) and Danimer Scientific Laboratory, Athens, GA (NMR Spectroscopy).

About Raman and NMR Spectroscopy

Raman Spectroscopy

- A non-destructive, analytical technique used in many applications where microscopic, chemical analysis and imaging is required.
- Commonly used by polymer manufacturers to identify small particles in a film or material (for quality control purposes) and by pharmaceutical companies to identify compounds and for quality control purposes.

NMR Spectroscopy

- An analytical chemistry technique used in quality control and research for determining the content and purity of a sample, as well its molecular structure.
- Has an even higher sensitivity than Raman, and provides good resolution even on a very small sample.

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Residual Water - Raman and NMR Results

- The solids remaining in the water were inorganic salts from the seawater inoculum used in the test.
- Both spectroscopy and NMR spectroscopy showed no phade material remaining in the residual water after biodegradation.
- **phade = Complete biodegradation and NO microplastics.**

phade Resin Marine Biodegradable Certification

- TUV Austria is a world renowned, independent standards setting and certification body, based in Europe.
- TUV provides a marine biodegradable certification (there is no U.S. based equivalent although the same standards are used).
- TUV has made a policy decision that it will only certify a finished product as marine biodegradable if that product is actually intended for a marine environment (*i.e.*, fishing line or a fishing net). Otherwise, TUV will only certify raw materials and non-finished goods.
- TUV has certified the resin that is used to make phade straws as marine biodegradable. WinCup takes this material, adds colorant (less than 1%), extrudes it and then shapes and cuts it into straws.

TUV's Rigorous Marine Biodegradable Certification Requirements

To obtain marine biodegradable certification, a material must:

- Biodegrade at least 90% within 180 days.
 - phade resin met this requirement **in 98 days**.
- Disintegrate such that 90% of the material will pass through a 2 millimeter sieve within 84 days.
 - phade resin (45 microns thick) met this requirement **in 84 days**.
- Be non-toxic such that the product exerts no negative influence on marine aquatic organisms.
- Contain no Heavy Metals or Fluorine.

TUV Marine Biodegradable Certification No. TA8062004803

phade Resin TUV Marine Bio Certification

ZERTIFIKAT | CERTIFICATE | CERTIFICAT | CERTIFICADO | CERTIFIKAT | 證書 | 인증서





**CERTIFICATE FOR AWARDING AND USE OF THE
'OK BIODEGRADABLE MARINE' CONFORMITY MARK**
TA8062004803

Product(s):

Domain
Group
Family
Type
Trade mark
Description / Particularities

Issued by TUV AUSTRIA CERT GMBH

Products Biodegradable in SEAWATER
Raw material
Bio material
In form of Resin or Granulates
Danimer-02513
Colour : Off-white
Maximum nominal thickness : 45 µm

Licensee:

DaniMer Scientific
1301 Colquitt Hwy
39817 Bainbridge, GA
USA

Criteria:

- Test Program with ref OK 12 edition A1 "Bio-products – degradation in seawater"

Validity:

From 15 July 2020 till 15 July 2025

Conclusions of the examination:

The products comply with the above mentioned certification criteria, as confirmed by the report no 65000130 / 2020-AG-0785p.

Applicable certification system:

Type examination followed by supervision through verification tests on samples from the distributor's stocks or of the market.
The conformity of the product is guaranteed by the procedures for awarding and use of the 'OK biodegradable MARINE' conformity mark.
This only applies for specimen bearing the 'OK biodegradable MARINE' mark.

FM-LTC-TABE-CERT-BIO-OKM-203_certificate_EN
Rev 1902

Brussels, 15 July 2020



For the Certification Committee
Ph. DEWOLFS
President of the Committee

Annex : /

This certification was carried out according to the TUV AUSTRIA CERT procedures for certification and is regularly monitored.
TUV AUSTRIA CERT GMBH | Deutschstraße 10 | A-1230 Vienna
023090-20-1

phade

TUV Home Compostable Certification

TUV Austria has developed a home compostable certification and has ***certified our phade straw as home compostable.***

To obtain TUV certification for home compostable, a product must:

- Biodegrade at least 90% within one year (using ISO 14855).
 - phade met this requirement within **90 days**.
- Disintegrate such that after 26 weeks of composting at least 90% of the test material has been reduced to less than 2 millimeters (using ISO 20200).
 - phade achieved 100% disintegration within **61 days**.
- Be non-toxic such that the product exerts no negative influence on quality of the compost.
- Contain no Heavy Metals or Fluorine.

TUV Home Compostable Certification No. TA8022004614

phade TUV Home Compostable Certification

ZERTIFIKAT | CERTIFICATE | CERTIFICAT | CERTIFICADO | CERTIFICAT | 証明書 | 証明書





CERTIFICATE FOR AWARDING AND USE OF THE 'OK COMPOST HOME' CONFORMITY MARK

TA8022004614

(Cancels and replaces the certificate dated 22 June 2020)
Issued by TÜV AUSTRIA CERT GMBH

Product(s):	
Domain	Home Compostable Products
Group	Finished products
Family	Catering
Type	Straws
Trade mark	Phade Straws
Description / Particularities	Maximum nominal thickness: 336 µm Colour: blue Unprinted

Licensee:	New WinCup Holdings, Inc. 4640 Lewis Road 30083 Stone Mountain, GA USA
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Criteria:	Test Program with reference OK 2 edition D "Home compostability of products"
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Validity:	From 22 February 2021 till 22 June 2025
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Conclusions of the examination:	The products comply with the above mentioned certification criteria, as confirmed by the report 65002690 / 2021-AG-0188cert.
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Applicable certification system:	Type examination followed by supervision through verification tests on samples from the distributor's stocks or of the market. The conformity of the product is guaranteed by the procedures for awarding and use of the 'OK compost HOME' conformity mark. This only applies for specimen bearing the 'OK compost HOME' mark.
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Brussels, 22 February 2021



For the Certification Committee
Ph. DEWOLFS
President of the Committee

Annex: /

FM-LTC-TABE-CERT-BIO-OKH-003_certificate_EN
Rev. 1/02

011069-20-8

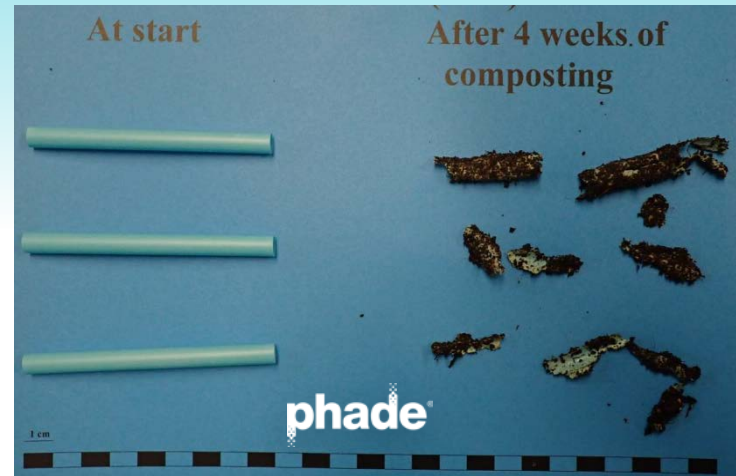
This certification was carried out according to the TÜV AUSTRIA CERT procedures for certification and is regularly monitored.
TÜV AUSTRIA CERT GMBH | Deutschstraße 10 | A-1230 Vienna

phade Home Compostable Disintegration Test Pictures - Gone in 9 Weeks

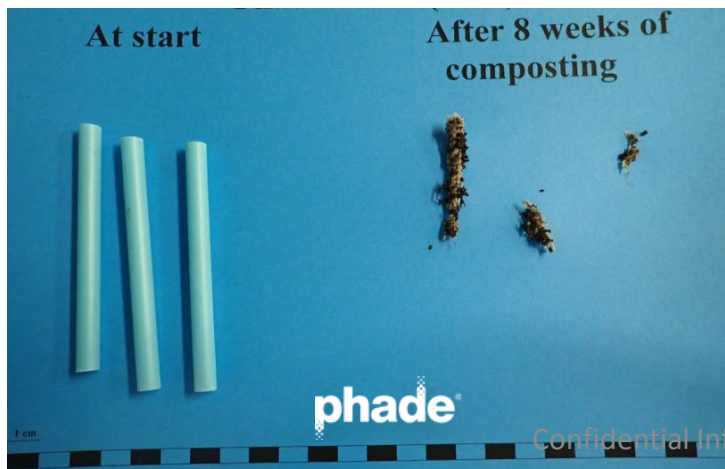
Week 2



Week 4



Week 8



Week 9 - GONE



phade

Industrial Compostable Certifications

- BPI Certification
 - Biodegradable Products Institute, also known as “BPI,” is the leading independent certification body in the U.S. for industrial compostable products.
- TUV Austria Certification
- Cedar Grove Approval



phade

Industrial Compostable Certifications

Industrial compostability is determined by ASTM D6400 Standard Specification for Labeling of Plastics Designed to be Aerobically Composted in Municipal or Industrial Facilities, which is a pass/fail standard. To pass ASTM D6400, the product must:

- Biodegrade at least 90% within six months.
- Disintegrate such that after composting for no more than 12 weeks, no more than 10% of the product's original dry weight may be found in a 2 millimeter screen fraction.
- Be non-toxic.
- Contain no Heavy Metals or Fluorine.

BPI has certified our phade straw as industrially compostable because it has passed ASTM D6400.

Certificate No. 10529093

phade BPI Industrial Compostable Certificate

CERTIFICATE for Products

THIS IS TO CERTIFY that the following Items have been found to comply with the specifications established in the American Society for Testing and Materials standard ASTM D6400 and/or D6868 in accordance with the terms and conditions of the "International Biodegradable Products Institute, Inc. Licensing & Certification Program for Compostable Products":

- Blue Drinking Straws, max thickness 340 microns (13.4 mils) [20201216-01]

as further described in the application and related information submitted to the Biodegradable Products Institute by New WinCup Holdings, (the "Licensee") a corporation of USA.

Specific items associated with these certifications can be found on the BPI Product Catalog: <https://products.bpiworld.org/companies/new-wincup-holdings>

This Certificate authorizes the Licensee to use the Certification Program Logo depicted below in relation to such Products, subject to all conditions and terms of the Program Rules and the License Agreement between the Biodegradable Products Institute and the Licensee.



By: *Rhodes Yepsen*
BPI Executive Director
Valid until: January 31, 2024
Certificate #: 10529093-2

phade

Industrial Compostable Certifications

- TUV Austria - has also certified our phade straw as industrial compostable using the same ASTM D6400 pass/fail test and certification requirements as BPI.
 - TUV Certificate No. TA8012004613
- Cedar Grove - our phade straw has also been approved by Cedar Grove Composting Facility located in Seattle, Washington, and a member of the Composting Manufacturing Alliance, for covered-in-vessel composting.
 - Passed Cedar Grove's field disintegration test for covered-in-vessel composting within 46 days.

phade TUV Industrial Compostable Certificate

ZERTIFIKAT | CERTIFICATE | CERTIFICAT | CERTIFICADO | СЕРТИФИКАТ | 证书 | 인증서



**CERTIFICATE FOR AWARDING AND USE OF THE
'OK COMPOST INDUSTRIAL' CONFORMITY MARK**

TA8012004613
(Cancels and replaces the certificate dated 22 June 2020)
Issued by TÜV AUSTRIA CERT GMBH

Product(s):
Domain Industrially Compostable Products
Group Finished products
Family Catering
Type Straws
Trade mark Phade Straws
Description / Particularities Maximum nominal thickness: 336 µm
Colour: blue
Unprinted

Licensee:
New WinCup Holdings, Inc.
4640 Lewis Road
30083 Stone Mountain, GA
USA

Criteria:
• Test Program with reference OK 1 - edition E
Including EN 13432 (09-2000) : « Packaging - Requirements for
packaging recoverable through composting and biodegradation – Test
scheme and evaluation criteria for the final acceptance of packaging »

Validity:
From 22 February 2021 till 22 June 2025

**Conclusions of the
examination:**
The products comply with the above mentioned certification criteria, as
confirmed by the report no 65002690 / 2021-AG-0188cert.

Applicable certification system:
Type examination followed by supervision through verification tests on
samples from the distributor's stocks or of the market.
The conformity of the product is guaranteed by the procedures for awarding
and use of the 'OK compost INDUSTRIAL' conformity mark. This only
applies for specimen bearing the 'OK compost INDUSTRIAL' mark.

Brussels, 22 February 2021



For the Certification Committee
Ph. DEWOLFS
President of the Committee

Annex: /

FM-LTC-TAB-CERT-BIO-OK-003_certificate_EN
Rev 1902

This certification was carried out according to the TÜV AUSTRIA CERT procedures for certification and is regularly monitored.
TÜV AUSTRIA CERT GMBH | Deutschstraße 10 | A-1230 Vienna
011070-20-8

phade Resin Soil Biodegradable Certification

TUV Austria provides a soil biodegradable certification.

- TUV has made a policy decision that it will only certify a finished product as soil biodegradable if that product is actually intended for an agricultural or horticultural environment (i.e., seedling pots that can be buried along with the seeds during planting). Otherwise, TUV will only certify raw materials and non-finished goods.
- TUV has certified the resin that is used to make phade straws as soil biodegradable. WinCup takes this material, adds colorant (less than 1%), extrudes it and then shapes and cuts it into our phade straws.
- To obtain TUV certification for soil biodegradable, a material must:
 - Biodegrade at least 90% within two years (using ASTM D5988).
 - phade resin met this requirement **within 150 days**.
 - Be non-toxic such that the product exerts no negative influence on quality of the soil for growing plants.
 - Contain no Heavy Metals or Fluorine.

TUV Certificate No. TA8032004802

phade Resin Soil Biodegradable Certification

ZERTIFIKAT | CERTIFICATE | CERTIFICAT | CERTIFICADO | CERTIFIKAT | شهادة | 证书 | 인증서





CERTIFICATE FOR AWARDING AND USE OF THE 'OK BIODEGRADABLE SOIL' CONFORMITY MARK

TA8032004802

Issued by TÜV AUSTRIA CERT GMBH

Product(s):	
Domain Group Family Type Trade mark Description / Particularities	Products Biodegradable in SOIL Raw materials Bio Material In form of Resin or Granulates Danimer-02513 Colour : Off-white
Licensee:	DaniMer Scientific 1301 Colquitt Hwy 39817 Bainbridge, GA USA
Criteria:	Test Program with ref OK 10 edition C "Bio-products – degradation in soil"
Validity:	From 15 July 2020 till 15 July 2025
Conclusions of the examination:	The products comply with the above mentioned certification criteria, as confirmed by the report no 65000130 / 2020-AG-0785p.
Applicable certification system:	Type examination followed by supervision through verification tests on samples from the distributor's stocks or of the market. The conformity of the product is guaranteed by the procedures for awarding and use of the 'OK biodegradable SOIL' conformity mark. This only applies for specimen bearing the 'OK biodegradable SOIL' mark.

Brussels, 15 July 2020



For the Certification Committee

Ph. DEWOLFS

President of the Committee

Annex: /

FM-LTC-TABE-CERT-BIO-OKS-003_certificate_EN Rev.1902

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TÜV AUSTRIA CERT GMBH | Deutschstraße 10 | A-1230 Vienna

023091-20-1

Phade

Eco-Toxicity Testing

phade's TUV certifications and BPI certification specify (1) minimum requirements for volatile solids content, (2) prescribe limits on heavy metals and fluorine, and (3) require passing certain eco-toxicity tests.

- “From the results it can be concluded that Phade Straw fulfills the requirements on material characteristics (volatile solids, heavy metals and fluorine) as defined by EN 13432 (2000), NF T51-800 (2015), ASTM D6400 (2019), CAN/BNQ 0017-088 (2010) and ISO 17088 (2012).” Excerpt from Material Characteristics Report of OWS dated October 8, 2020.
- Testing confirms no toxic effect on aquatic invertebrate *daphnia magna*.
- Testing confirms no toxic effect on germination and growth of cress.
- Testing confirms no toxic effect on germination and growth of barley.

Isn't phade Still Harmful for Marine Life Until It Biodegrades?

- WinCup is against litter anywhere, particularly in the marine environment.
- WinCup intends for phade to be disposed of properly, ideally by composting.
- If phade should mistakenly end up in a marine environment, it is preferred to traditional fossil fuel based plastics and even some “natural” alternatives because:
 - phade will sink and be far less likely to be ingested by, or harmful to, marine life, and
 - It does not result in microplastics.

phade sinks

- PHA is denser than water, so it is not expected to be found on the surface in a marine environment.
- PHA contains heteroatoms in its backbone and is denser than water, meaning it is more likely to sink than a conventional polymer.
- This suggests that PHA is likely to be in contact with sediment rather than be free-floating, and that its dispersal via ocean currents will be different to a conventional polymer (potentially remaining closer to its point of entrance to the ocean versus being distributed to the open ocean).

Source: "The rate of biodegradation of PHA plastics in the marine environment: A Meta-Study", Dilkes-Hoffman, et al, The University of Queensland, Marine Bulletin Pollution 142 (2019) 15-24.

Sinking, Sediment & Biodegradation

- The fact that phase sinks will generally help speed the process of biodegradation.
- Contact with sediment plays a significant role in influencing rates of biodegradation.
- Biodegradation with sediment contact is faster than just in water. Sediment, and in particular deeper sediment layers, are suggested to host a larger consortium of microorganisms and will have low dissolved oxygen concentrations.
- Furthermore, if PHA remains close to shore it would likely be exposed to higher temperatures and more active bacterial populations.

Source: "The rate of biodegradation of PHA plastics in the marine environment: A Meta-Study", Dilkes-Hoffman, et al, The University of Queensland, Marine Pollution Bulletin 142 (2019) 15-24.

PHA Products vs. “Natural” Alternatives in the Marine Environment

- Not only are PHA based products far more biodegradable than other biopolymers, in some environments, they are also more biodegradable than some of the non-plastic alternative products that are allowed under the straw bans that favor so-called “natural” products.
- In one study, PHA experienced significant disintegration in a simulated marine environment but sugar cane lids, among other products, did not exhibit disintegration in the marine environment.
- Other “natural” alternatives, such as bamboo, are designed to be reusable and will not break down in a marine environment.
- Paper straws are often chemically treated (coated with wax or other materials), or made with adhesives, which impact their biodegradability.

Sources: “Biodegradation of Biodegradable and Compostable Plastics under Industrial Compost, Marine and Anaerobic Digestion.” Greene, J., California State University, Ecology, Pollution and Environmental Science Open Access (2018). “Banning Plastic Straws: The Beginning of the War Against Plastics.” Mosquera, M.R.. Environmental and Earth Journal (2019).

What About Microplastics?

Microplastics in our oceans and our food chain are a reason for all of us to be concerned. However, marine biodegradable PHA based products, such as our phade straw, do not result in microplastics.

- When synthetic (traditional fossil fuel based) non-biodegradable plastics are littered in the ocean or on land, they break down and result in microplastics.
- These materials break into smaller and smaller pieces until finally only tiny pieces of plastic (less than 5mm long) remain – these are “microplastics.”
- In this context, “break down” simply means breaking apart.
- The “breaking apart” of a product is not the same as the “biodegradation” of a product.
- Biodegradation is a multi-step process in which microorganisms use a material as a source of carbon and energy. It is a biological process that consumes the entire material and results only in CO₂, water and biomass (or methane if conditions are anaerobic).



phade®

Ask for the phade® blue straw
Made in the U.S.A., Jacksonville, FL

Confidential Information of WinCup, Inc.

1. Requested Motion:

Meeting Date: October 18, 2021

Approve/Approve with Conditions/Denial of VAR20210063 - a variance from Table 34-3, 25 feet rear waterbody setback, for a reduction of 8 feet 8 inches.

Why the action is necessary:

A reduction in setbacks requires approval of a variance. The applicant has stated that the irregular shape of the lot restricts the property owner from rotating the home to face the center of the cul-de-sac. The proposed home location encroaches the rear waterbody setbacks.

What the action accomplishes:

The applicant is requesting to reduce the 25 feet rear waterbody setback by 8 feet 8 inches, resulting in a 16 feet 4 inch rear waterbody setback to accommodate the rear corner of the single-family and access stairs. The LPA recommended to allow a 5 feet encroachment for the deck/stairs. Staff recommends denial. Approval of the applicant's request or the LPA's recommendation will allow a reduced waterbody setback.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Variance from LDC Table 34-3 setbacks requires approval of a Resolution.

4. Submitter of Information:

5. Background:

The applicant is looking to build a new single-family home on the property that will fit in with the surrounding neighborhood. The rear deck and stairs are proposed to encroach into the rear setback. The applicant has requested a reduction of 8' 8" to the 25 feet waterbody setback. The LPA reviewed the application and recommended approval of a 5' encroachment (motion approved 5-0). The applicant stated their acceptance of this recommendation. Staff recommends denial of the request due to a lack of hardship because the proposed home is new and can be designed to fit the required setbacks.

Attachments:

1. Resolution 21-55, re Water body Setback for 16 Pepita(127147752.1)-C
2. VAR20210063 - 16 Pepita - Staff Report
3. Public Hearing Application 16 Pepita
4. Supplemental Variance Application - 16 Pepita
5. Survey - 16 Pepita
6. Site Plan with Side Elevations - 16 Pepita
7. 16 Pepita Street - VAR - Notice To Neighborys LPA

Financial Impact:

6. Alternative Action

Recommend denial, approval or approval with proposed conditions.

7. Management Recommendations:

Deny

8. **Recommended Approval:**

Kendra Rosa, Zoning Coordinator/Planner 1
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 10/12/2021
Approved - 10/14/2021
Approved - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

RESOLUTION NUMBER 21-55

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/DENYING VARIANCE 20210063 TO ALLOW THE PRINCIPAL STRUCTURE TO ENCROACH THE REAR WATERBODY SETBACK, FOR THE PROPERTY LOCATED AT 16 PEPITA STREET; 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 James Bougoulas is requesting a variance from Table 34-3, for a 25 feet rear waterbody setback reduction of 8 feet 8 inches; and

WHEREAS, the STRAP number for the subject property is 33-46-24-W2-0090B.0110

WHEREAS, the Property is located in the “Low Density” category of the Future Land Use Map of the Comprehensive Plan and the “Residential Single-Family” 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 September 14, 2021, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendation of denial by Town 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 of a five-foot variance to the rear setback, not to include the stairway, with conditions.

WHEREAS, on October 18, 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/did not meet its burden of proof that the requested Variance does/does not meet the requirements of the Town Comprehensive Plan and LDC, and approving/denying 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 Table 34-3, to allow the 25 feet rear waterbody setback reduction of 8 feet 8 inches.

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/are not exceptional or extraordinary conditions or circumstances that are inherent to the property in question, and the request is/is not 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/are not the result of actions of the Applicant taken after the adoption of the regulation in question.
- C. The variance is/is not 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/denying 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/are not 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. Repair/replacement of structural components within areas of encroachment shall be permitted, unless deemed substantial damage or substantial improvement.
- C. The final single-family design is subject to the Town's maximum impervious surface of 67% requirement and 40% lot building coverage.

D. The variance shall only apply to the single-family home 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 18th 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: VAR20210063

CASE NAME: 16 Pepita Street, to allow principal structure to encroach rear waterbody setbacks.

LPA

HEARING DATE: September 14, 2021, at 9.00 AM

STAFF

RECOMMENDATION: Approve with conditions

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

I. APPLICATION SUMMARY

Applicant/Owner: James Bougoulas

Request: The applicant is seeking variances from Table 34-3 for a 25 feet rear waterbody setback reduction of 8 feet 8 inches.

Subject property: See attached site plan

Physical Address: 16 Pepita Street

STRAP #: 33-46-24-W2-0090B.0110

FLU: Low Density

Zoning: Residential Single-Family (RS)

Adjacent zoning and land uses:

North:	RESIDENTIAL SINGLE-FAMILY (RS) Single-Family Homes
South:	WATERBODY and RESIDENTIAL SINGLE-FAMILY (RS) Canal and Single-Family Homes
East:	WATERBODY and RESIDENTIAL SINGLE-FAMILY (RS) Canal and Single-Family Homes
West:	REDIDENTIAL SINGLE-FAMILY (RS) Single-Family Home

II. BACKGROUND AND ANALYSIS

Background:

James Bougoulas, the applicant for 16 Pepita Street, is requesting variances from the Town's Land Development Code (LDC). The Town's LDC Table 34-3, establishes minimum setbacks for the RS-Residential Single-Family (RS) zoning district. RS zoning has a rear waterbody setback of 25 feet. The applicant is requesting to reduce the 25 feet rear water body setback by 8 feet 8 inches, resulting in a 16 feet 4-inch rear waterbody setback to accommodate the rear corner of the single-family and access stairs.

The applicant is looking to build a new single-family home on the property that will fit in with the surrounding neighborhood.

Analysis:

The subject property is a unique shaped lot bound by current zoning setbacks. The applicant wishes to build a new single-family home on the property will have a uniform neighborhood feel. The irregular shape of the lot restricts the property owner from rotating the home to face the center of the cul-de-sac. The current proposed home location encroaches into the rear waterbody setbacks.

The proposal is to rotate the home so that all indoor living space is within the setback limits. The rear outdoor living space will encroach the rear waterbody setback by 8 feet 8 inches and will include an open rear porch, roof, and stairs.

Neighborhood Compatibility:

Most of the proposed single-family home is within the current RS zoning setbacks. The applicant insists that centering the home and facing the home towards the cul-de-sac will be the best placement for the surrounding neighbors by optimizing the view corridors towards the water from the street. Centering the home along a cul-de-sac can have an inconsistent setback depending on the location of the property and circumference of the cul-de-sac itself.

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 is uniquely shaped; however, the proposed project is not in progress and can be adjusted to fit within the current zoning setbacks prior to development without any loss to living square footage and only minor architectural adjustments.

- 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.*

A majority of the proposed single-family home fit within the current RS zoning setbacks. The portions proposed to encroach the rear waterbody setbacks can be modified to fit within the current setbacks with minor architectural adjustments.

- 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 variance will not be injurious to surrounding properties or to the health, safety, and welfare of the public. The variance is from the requirements that restrict principal structures from encroaching rear waterbody setbacks based on the preferred orientation of the home

- 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 could be injurious to surrounding properties or to the health, safety, and welfare of the public. The proposed placement of the single-family home is centered on the property to face the cul-de-sac and

optimize the view corridors to the water from the street; however, the rear encroachment will impede neighboring property bay views.

- 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 cul-de-sac lot properties located on the island. Many of the existing lots are narrower than other lots throughout the island. The Town LDC does not consider every special circumstance regarding lot layout or orientation.

III. RECOMMENDATION

Staff finds that the variances for the placement of the proposed single-family home is not necessary if the proposed house was modified to stay within the current setbacks. Development has not begun on the property so now is the time to make such adjustments.

Therefore, staff recommends **Denial** of VAR20210058, for the proposed single-family home and stairs to encroach the rear waterbody setback by 8 feet 8 inches. Staff has provided draft conditions for similar approvals if Town Council sees fit to approve with conditions.

IV. PROPOSED CONDITIONS IF APPROVAL IS RECOMMENDED

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. *Repair/replacement of structural components within areas of encroachment shall be permitted, unless deemed substantial damage or substantial improvement.*
3. *The final single-family design is subject to the Town's maximum impervious surface of 67% requirement and 40% lot building coverage.*
4. *The variances shall only apply to the single-family home 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

PROJECT NUMBER:

DATE:



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for PUBLIC HEARING

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

Site Address: 16 Pepita Street. Fort Myers Beach FL. 33931

STRAP Number: 33-46-24-W2-0090B.0110

Applicant: James Bougoulas Phone: 312-404-6650

Contact Name: James Bougoulas Phone: 312-404-6650

Email: jbougoulas@gmail.com Fax: _____

Current Zoning District: Single Family Residential (RS)

Future Land Use Map (FLUM) Category: Low Density

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

PROJECT NUMBER:

DATE:

PART I – General Information

A. **Applicant***: James Bougoulas Phone: 312-404-6650

**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: 16170 Bayside Pointe E. Apt 1707 Fort Myers, FL 33908

Email: jbougoulas@gmail.com Fax: _____

Contact Name: James Bougoulas Phone: 312-404-6650

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: John Carsi Phone: 239-707-9365

Address: 2223 S.E 15th Ave. Cape Coral, FL 33990

Email: johncstudioone@gmail.com Fax: _____

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

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

PROJECT NUMBER: _____

DATE: _____

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

☐ Special Exception

☒ Variance from LDC Section 34 - 638

☐ Conventional Rezoning from _____ to _____

☐ Planned Development

☐ Rezoning from _____ to ☐ Commercial PD ☐ Residential PD

☐ Amendment. List the project number: _____

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

☐ Appeal of Administrative Action

☐ Vacation ☐ Right-of-Way ☐ Easement

☐ Other. Please Explain: _____

PART III – Waivers

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

Code Section: _____

Description: _____

Code Section: _____

Description: _____

Code Section: _____

PROJECT NUMBER:

DATE:

Description: _____

PART IV – Property Ownership

☒ Single Owner (individual or husband and wife)

Name: James Bougoulas Phone: 312-404-6650

Mailing Address: 16170 Bayside Pointe E. Apt. 1707 Fort Myers, FL 33908

Email jbougoulas@gmail.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: 33-46-24-W2-0090B.0110

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

James Bougoulas 16170 Bayside Pointe E. Apt. 1707 Fort Myers, FL 33908

Tracy Nameth 16170 Bayside Pointe E. Apt. 1707 Fort Myers, FL 33908

Percentage Ownership

50%

50%

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

PROJECT NUMBER:

DATE:

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

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.

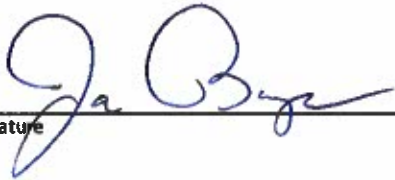
Name

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

JAMES BOUGOULAS
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

DATE: 6/22/2021

Subscribed and sworn to (or affirmed) before me this 22 day of June, 2021, by James Bougoulas by means of physical presence.




Notary Public Signature

Melissa A Young
Notary Printed Name

Personally Known _____ or Produced Identification X

Type of Identification Produced: Florida Drivers License. My Commission Expires: Oct 29 2021

PART V - Property Information

A. Legal Description:

STRAP: 33-46-24-W2-0090B.0110

Property Address: 16 Pepita Street Fort Myers Beach FL 33931

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

☒ Yes. Property identified in subdivision: EL SOL SUBDIVISION

Book: 85 Page: 601 Unit: Block: B Lot(s): 11

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) 70 feet

PROJECT NUMBER:

DATE:

Depth (please provide an average width if irregular in shape) 103 feet

Frontage on street: 41 feet. Frontage on waterbody: 155 feet

Total land area: irregular ☐ acres ☐ square feet

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

From Big Carlos Pass Bridge turn slightly left on Estero Blvd for 3.1 miles.

Turn left onto Lazy Way and turn right onto Pepita Street and follow to end of street

☒ Attach Area Location Map as Exhibit 5-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

☒ Low Density

☐ Marina

☐ Mixed Residential

☐ Recreation

☐ Boulevard

☐ Wetlands

☐ Pedestrian Commercial

☐ Platted Overlay

H. Zoning (see official Zoning Map):

☒ RS (Residential Single-family)

☐ CF (Community Facilities)

☐ RC (Residential Conservation)

☐ IN (Institutional)

PROJECT NUMBER:

DATE:

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

PROJECT NUMBER:

DATE:

PART VI

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, JAMES BOUGOULAS 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;

[Signature]
Signature of owner or authorized agent

June 22, 2021
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.

STATE OF FLORIDA

COUNTY OF LEE

Subscribed and sworn to (or affirmed) before me this 22 day of June, 2021, by James Bougoulas by means of physical presence.

(SEAL)

[Signature]
Notary Public Signature



Melissa A. Young
Notary Printed Name

Personally Known _____ or Produced Identification X

Type of Identification Produced: FL ID My Commission Expires: Oct 29 2021

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

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the 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.

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

Signature

Title

Typed or Printed Name

Date

STATE OF FLORIDA) COUNTY OF LEE)

Subscribed and sworn to (or affirmed) before me this _____ day of _____,
20_____, by _____, as (title) _____ on behalf of
(company name) _____.

Notary Public Signature

(SEAL)

Notary Printed Name

Personally Known _____ or Produced Identification _____

Type of Identification Produced: _____ My Commission Expires: _____



Date of Report: March 09, 2021

Buffer Distance: 500 feet

Parcels Affected: 82

Subject Parcel: 33-46-24-W2-0090B.0110

[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
FORT MYERS BEACH WOMANS CLUB I PO BOX 22 FORT MYERS BEACH FL 33931	33-46-24-W2-00004.0000 175 STERLING AVE FORT MYERS BEACH FL 33931	BEG 1607.4 FT S OF NW COR GOVT LOT 2 N ALG W LI LOT 2 454.36 FT TO PT 13.65	1
FORT MYERS BEACH MOSQUITO CONT PO BOX 2837 FORT MYERS BEACH FL 33932	33-46-24-W2-00004.0010 300 LAZY WAY FORT MYERS BEACH FL 33931	BEG NW COR GOVT LOT 2 RUN S ALG W LI OF SAID LOT 1153.04 FT TH L 90 DEG 200	2
HOLLAN DEBORAH L TR 285 DUNDEE RD FORT MYERS BEACH FL 33931	33-46-24-W2-005J0.0130 285 DUNDEE RD FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK J PB 8 PG 67 PT OF LOT 13 + VAC RW ORS 2118/2025 + 2110/3958	3
PARKER DANIEL J & LOIS A 305 DUNDEE RD FORT MYERS BEACH FL 33931	33-46-24-W2-005J0.0140 305 DUNDEE RD FORT MYERS BEACH FL 33931	MCPHIE PARK UNIT 3 BLK J PB 8 PG 67 LOT 14 + 15 + N 25 FT LOT 13	4
GEER BRIAN P & TAMARA L 280 SEMINOLE WAY FORT MYERS BEACH FL 33931	33-46-24-W2-005K0.0010 280 SEMINOLE WAY FORT MYERS BEACH FL 33931	MCPHIE PK UT 3 BLK K PB 8 PG 67 LTS 1+2 DESC IN OR516 PG683 LESS K.001A	5
SCHADT ROGER M	33-46-24-W2-005K0.001A	MC PHIE PARK UNIT 3	6

292 STERLING AVE FORT MYERS BEACH FL 33931	292 STERLING AVE FORT MYERS BEACH FL 33931	BLK K PB 8 PG 67 AS DESC IN OR 1318 PG 2237	
LOEPKER KENT PO BOX 35 BARTELSON IL 62218	33-46-24-W2-005K0.0030 290 SEMINOLE WAY FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK K PB 8 PG 67 LOT 3	7
TITUS VINCENT E & 300 SEMINOLE WAY FORT MYERS BEACH FL 33931	33-46-24-W2-005K0.0040 300 SEMINOLE WAY FORT MYERS BEACH FL 33931	MCPHIE PARK UNIT 3 BLK K PB 8 PG 67 LOT 4	8
BAUER AUGUST RUDOLF CHRISTOPHER LANGEN ESQ PO BOX 398570 MIAMI BEACH FL 33239	33-46-24-W2-005K0.0050 306 SEMINOLE WAY FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK K PB 8 PG 67 LOT 5	9
MELBYE IDA M TR 618 S CRESCENT AVE PARK RIDGE IL 60068	33-46-24-W2-005K0.0060 312 SEMINOLE WAY FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK K PB 8 PG 67 LOT 6	10
PIJANOWSKI ROBERT R & PO BOX 3006 FORT MYERS BEACH FL 33932	33-46-24-W2-005K0.0070 320 SEMINOLE WAY FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK K PB 8 PG 67 LOT 7	11
FUCHS JOSEPH C 12720 W LISBON RD BROOKFIELD WI 53005	33-46-24-W2-005K0.0080 340 SEMINOLE WAY FORT MYERS BEACH FL 33931	MCPHIE PARK UNIT 3 BLK K PB 8 PG 67 LOT 8	12
MEEKS MARISA 360 SEMINOLE WAY FORT MYERS BEACH FL 33931	33-46-24-W2-005K0.0090 360 SEMINOLE WAY FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK K PB 8 PG 67 LOT 9	13
MEEKS MARISA M 360 SEMINOLE WAY FORT MYERS BEACH FL 33931	33-46-24-W2-005K0.0100 390 SEMINOLE WAY FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK K PB 8 PG 67 LOTS 10 11 12	14
MATHEWS KEITH C & 12903 ROCKY POINT RD FISHERS IN 46055	33-46-24-W2-005K0.0210 361 SEMINOLE WAY FORT MYERS BEACH FL 33931	MC PHIE PK UNT 3 BLK K PB 8 PG 67 LOT 21	15
NEWSAM CAROLE ANN & 290 STERLING AV FORT MYERS BEACH FL 33931	33-46-24-W2-005K0.0220 290 STERLING AVE FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK K PB 8 PG 67 LOT 22	16
OAKLEY MATTHEW B + TRISIA O 280 STERLING AVE FORT MYERS BEACH FL 33931	33-46-24-W2-005K0.0230 280 STERLING AVE FORT MYERS BEACH FL 33931	MCPHIE PARK UNIT 3 BLK K PB 8 PG 67 LOT 23 + SLY 25 FT	17
SLAGEL MARC TYLER 260 DUNDEE RD FORT MYERS BEACH FL 33931	33-46-24-W2-005L0.0100 260 DUNDEE RD FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK L PB 8 PG 67 LOT 10	18
ORYAN PROPERTIES LLC 4200 CANTERA DR # 208 WARRENVILLE IL 60555	33-46-24-W2-005L0.0110 270 DUNDEE RD FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK L PB 8 PG 67 LOT 11	19
CLOSSON ROBERT G JR & 8111 BEAVER HILLS LN CEDAR FALLS IA 50613	33-46-24-W2-005L0.0120 290 DUNDEE RD FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK L PB 8 PG 67 LOT 12	20
KAISER RAMONA 260 STERLING AVE FORT MYERS BEACH FL 33931	33-46-24-W2-005L0.0130 260 STERLING AVE FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK L PB 8 PG 67 LOT 13 + SLY 25FT VAC ST	21
KUHLMEY MICHAEL + SUSAN LINDENALLEE 72 NEURUPPIN 16816 GERMANY	33-46-24-W2-005L0.0140 252 STERLING AVE FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK L PB 8 PG 67 LOT 14	22
TISONE ROBERT G & 244 STERLING AVE FORT MYERS BEACH FL 33931	33-46-24-W2-005L0.0150 244 STERLING AVE FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK L PB 8 PG 67 LOT 15	23
BALDRIDGE ROBERT A + DIANE K 131 FALKIRK ST FORT MYERS BEACH FL 33931	33-46-24-W2-005L0.0160 131 FALKIRK ST FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK L PB 8 PG 67 LOT 16	24
CRAWFORD JOHN F	33-46-24-W2-005L0.0170	MC PHIE PARK UNIT 3	25

129 FALKIRK ST FORT MYERS BEACH FL 33931	129 FALKIRK ST FORT MYERS BEACH FL 33931	BLK L PB 8 PG 67 LOT 17	
MITKUS RAYMOND + LESLIE PO BOX 263 CHATHAM MA 02633	33-46-24-W2-005L0.0180 127 FALKIRK ST FORT MYERS BEACH FL 33931	MCPHIE PARK UNIT 3 BLK L PB 8 PG 67 LOT 18	26
ALEXANDER JAMES M TR 18 RIVERVIEW RD MONMOUTH BEACH NJ 07750	33-46-24-W2-005L0.0190 123 FALKIRK ST FORT MYERS BEACH FL 33931	MCPHIE PARK UNIT 3 BLK L PB 8 PG 67 LOT 19	27
MILLER MICHAEL 5731 LAUDER ST FORT MYERS BEACH FL 33931	33-46-24-W2-005M0.0040 5731 LAUDER ST FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK M PB 8 PG 67 LOT 4 + SE 25 FT LT 5	28
VANASSE PATRICK + 5711 LAUDER ST FORT MYERS BEACH FL 33931	33-46-24-W2-005M0.0060 5711 LAUDER ST FORT MYERS BEACH FL 33931	MCPHIE PARK UNIT 3 BLK M PB 8 PG 67 LOT 6 + PART 5	29
BENAK RONALD J + GRACIE N 210 STERLING AVE FORT MYERS BEACH FL 33931	33-46-24-W2-005M0.0070 210 STERLING AVE FORT MYERS BEACH FL 33931	MCPHIE PARK UNIT 3 BLK M PB 8 PG 69 LOT 7	30
CECE DOMINIC J JR TR 220 STERLING AV FORT MYERS BEACH FL 33931	33-46-24-W2-005M0.0080 220 STERLING AVE FORT MYERS BEACH FL 33931	MCPHIE PARK UNIT 3 BLK M PB 8 PG 67 PT LOTS 8 + 9	31
CAWOOD HEIDI GROTTENDICK 7006 SKI CLUB RD HARRISON TN 37341	33-46-24-W2-005M0.008A 122 FALKIRK ST FORT MYERS BEACH FL 33931	MC PHIE PARK UNIT 3 BLK M PB 8 PG 67 PT LOTS 8 + 9 FR MOST SLY	32
NIENHAUS KENNETH J + LAURIE S 124 FALKIRK ST FORT MYERS BEACH FL 33931	33-46-24-W2-005M0.0090 124 FALKIRK ST FORT MYERS BEACH FL 33931	MCPHIE PARK UNIT 3 BLK M PB 8 PG 67 PT LOT 9 FR MOST SLY COR	33
J S J REALTY LLC 625 S LINWOOD BEACH RD LINWOOD MI 48634	33-46-24-W2-0080A.0010 359 SEMINOLE WAY FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 1 AS DESC IN OR 1317 PG 0594	34
JANICKE JOSEPH F & SHARON L 625 S LINWOOD BEACH LINWOOD MI 48634	33-46-24-W2-0080A.0020 357 SEMINOLE WAY FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 2	35
MURAV THELMA L TR 43244 EAGLE LAKE DR PAW PAW MI 49079	33-46-24-W2-0080A.0030 355 SEMINOLE WAY FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 3	36
LEFFERTS HARRY E III TR + PO BOX 429 STOCKTON MO 65785	33-46-24-W2-0080A.0040 341 SEMINOLE WAY FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 4	37
BAROLI JEFFREY M & 68324 COPPERWOOD DR WASHINGTON MI 48095	33-46-24-W2-0080A.0050 331 SEMINOLE WAY FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 5	38
GUIDRY JAI & REBECCA 321 SEMINOLE WAY FORT MYERS BEACH FL 33931	33-46-24-W2-0080A.0060 321 SEMINOLE WAY FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 6	39
JOHNSON STEVEN A + CYNTHIA S 311 SEMINOLE WAY FORT MYERS BEACH FL 33931	33-46-24-W2-0080A.0070 311 SEMINOLE WAY FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 7	40
UTTERBACK DAYMON 301 SEMINOLE WAY FORT MYERS BEACH FL 33931	33-46-24-W2-0080A.0080 301 SEMINOLE WAY FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 8	41
FISCHER THOMAS & SHERYL 319 CLIFTON AVE SHEBOYGAN WI 53083	33-46-24-W2-0080A.0090 291 SEMINOLE WAY FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 9	42
KING KENNETH E & NINA MARIE 271 STERLING AVE FORT MYERS BEACH FL 33931	33-46-24-W2-0080A.0100 271 STERLING AVE FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 10	43
VIOLA JOHN T & ALLISON 235 STERLING AVE FORT MYERS BEACH FL 33931	33-46-24-W2-0080A.0110 235 STERLING AVE FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 11	44

HARRIS STEVEN G + CARIE ANN 231 STERLING AVE FORT MYERS BEACH FL 33931	33-46-24-W2-0080A.0120 231 STERLING AVE FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 12	45
MURPHY FREDERICK J + ROBIN J 65 MURPHY WAY AUBURN NY 13021	33-46-24-W2-0080A.0130 229 STERLING AVE FORT MYERS BEACH FL 33931	EL SOL UNIT 1 PB 22 PG 64 BLK A LOT 13	46
STEWART ROBERT K + SHERRY L 745 INDIANAPOLIS RD MOORESVILLE IN 46158	33-46-24-W2-0080A.0140 225 STERLING AVE FORT MYERS BEACH FL 33931	EL SOL UNIT 1 PB 11 PG 64 BLK A LOT 14	47
LAVALLEE PAUL F TR PO BOX 6930 FORT MYERS BEACH FL 33932	33-46-24-W2-0080A.0150 211 STERLING AVE FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A LOT 15 PB 11 PG 64	48
DIBIASI LEO J TR 12071 MCGREGOR BLVD FORT MYERS FL 33919	33-46-24-W2-0080A.0160 205 STERLING AVE FORT MYERS BEACH FL 33931	EL SOL UNIT 1 BLK A PB 11 PG 64 LOT 16 + LOT A	49
BHATNAGR PIYUSH 1675 FLOWERS CROSSING DR NE GRAND RAPIDS MI 49525	33-46-24-W2-0090B.0020 3 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B-C-D UNREC BLK B OR 85 PG 603 LOT 2	50
SULLIVAN MARK J PO BOX 770 SUFFIELD CT 06078	33-46-24-W2-0090B.0030 5 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B C D UNREC BLK B OR 85 PG 603 LOT 3	51
LELAND PROPERTIES LLC PO BOX 210 KILLDEER ND 58640	33-46-24-W2-0090B.0040 7 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLK B-C-D UNREC BLK B OR 85 PG 603 LOT 4	52
BOWMAN KEITH H + SHERYL A 9 PEPITA ST FORT MYERS BEACH FL 33931	33-46-24-W2-0090B.0050 9 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B C D UNREC BLK B OR 85 PG 603 LOT 5	53
CASSEL JOSEPH G + ROSALIE A 11 PEPITA ST FORT MYERS BEACH FL 33931	33-46-24-W2-0090B.0060 11 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B.C.D.UNREC BLK.B OR 85 PG 603 LOT 6	54
ENTIN JOSHUA M & MONIKA H 17466 SW 35TH CT MIRAMAR FL 33029	33-46-24-W2-0090B.0070 13 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B C D UNREC BLK B OR 85 PG 603 LOT 7	55
WALLACE LINDA 15 PEPITA ST FORT MYERS BEACH FL 33931	33-46-24-W2-0090B.0080 15 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B-C-D UNREC BLK B OR 85 PG 603 LOT 8	56
HOLMES ROY ANTHONY 11918 STATE RD NUNICA MI 49448	33-46-24-W2-0090B.0090 17 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B.C.D.UNREC BLK.B OR 85 PG 603 LOT 9	57
BARNES ROGER B JR 18 PEPITA ST FORT MYERS BEACH FL 33931	33-46-24-W2-0090B.0100 18 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B C D UNREC BLK B OR 85 PG 603 LOT 10	58
FLOYD MELISSA A TR 189 TOPANGA DR BONITA SPRINGS FL 34134	33-46-24-W2-0090B.0120 14 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B C D UNREC BLK B OR 85 PG 603 LOT 12	59
HENDRIX GAYLORD TR + 877 N 400 EAST RD MILMINE IL 61855	33-46-24-W2-0090B.0130 12 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B C D UNREC BLK B OR 85 PG 603 LOT 13	60
MEZESKE PHILIP J + BARBARA K 10 PEPITA ST FORT MYERS BEACH FL 33931	33-46-24-W2-0090B.0140 10 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B C D UNREC BLK B OR 85 PG 603 LOT 14	61
SULLIVAN MARK J 358 HALLADAY DR WEST SUFFIELD CT 06093	33-46-24-W2-0090B.0150 8 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B C D UNREC BLK B OR 85 PG 603 LOT 15	62
UNKNOWN HEIRS OF 6 PEPITA ST FORT MYERS BEACH FL 33931	33-46-24-W2-0090B.0160 6 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B-C-D UNREC BLK B OR 85 PG 603 LOT 16	63
LUCIANO DAVID A + JOAN E +	33-46-24-W2-0090B.0170	EL SOL BLKS B C D UNREC	64

18 FAIRFIELD ST WEBSTER MA 01570	4 PEPITA ST FORT MYERS BEACH FL 33931	BLK B OR 85 PG 603 LOT 17	
MURPHY JAMES P + MARY ANN 2 PEPITA ST FORT MYERS BEACH FL 33931	33-46-24-W2-0090B.0180 2 PEPITA ST FORT MYERS BEACH FL 33931	EL SOL BLKS B.C.D. UNREC. BLK B OR 85 PG 603 LOT 18	65
SUTTER FRANCIS E + KAREN 7 AVENIDA CARITA FORT MYERS BEACH FL 33931	33-46-24-W2-0090C.0040 7 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS B-C-D UNREC BLK C OR 85 PG 603 LOT 4	66
BROWN RANDALL H & 9 AVENIDA CARITA FORT MYERS BEACH FL 33931	33-46-24-W2-0090C.0050 9 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS B-C-D UNREC BLK C OR 85 PG 603 LOT 5	67
BENNETT JOHN A + NICOLE M 11 AVENIDA CARITA FORT MYERS BEACH FL 33931	33-46-24-W2-0090C.0060 11 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS B-C-D UNREC BLK C OR 85 PG 603 LOT 6	68
ISLAND ESCAPE LLC 1000 SHORELINE CIR CICERO IN 46034	33-46-24-W2-0090C.0070 13 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS B C D UNREC BLK C OR 85 PG 603 LOT 7	69
KENNERDELL PETER B 15 AVENIDA CARITA FORT MYERS BEACH FL 33931	33-46-24-W2-0090C.0080 15 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS B C D UNREC BLK C OR 85 PG 603 LOT 8	70
SHORTZ MARTHA J TR PO BOX 266 SIDEILL IL 61876	33-46-24-W2-0090C.0090 17 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS B-C-D UNREC BLK C OR 85 PG 603 LOT 9	71
HERNSTADT ROGER T & 20 AVENIDA CARITA FORT MYERS BEACH FL 33931	33-46-24-W2-0090C.0100 20 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS B.C.D. UNREC. BLK C OR 85 PG 603 LOT 10	72
ARBOLEDA ARTURO E + BRENDA L 5920 SW 127TH AVE SOUTHWEST RANCHES FL 33330	33-46-24-W2-0090C.0110 18 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLK C.D.E. UNREC. BLK C OR 85 PG 603 LOT 11	73
PETER KLAUS A + GABRIELE EBERHARD STR 16 BAD SAULGUA 88348 GERMANY	33-46-24-W2-0090C.0120 16 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS C-D-E UNREC BLK C OR 85 PG 603 LOT 12	74
SCHMIDT MARGARET + 14 AVENIDA CARITA FORT MYERS BEACH FL 33931	33-46-24-W2-0090C.0130 14 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL BLKS C-D-E UNREC BLK C OR 85 PG 603 LOT 13	75
BUTLER SCOTT & CHERYL + 208 HEATHER LANE NAZARETH PA 18064	33-46-24-W2-0090C.0140 12 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS C-D-E UNREC BLK C OR 85 PG 603 LOT 14	76
OREILLY TERANCE & JUDITH PO BOX 5544 SALISBURY MA 01952	33-46-24-W2-0090C.0150 10 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS B-C-D UNREC BLK C OR 85 PG 603 LOT 15	77
HEMSTREET RONALD W + PO BOX 2896 FORT MYERS BEACH FL 33932	33-46-24-W2-0090C.0160 8 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS B-C-D UNREC BLK C OR 85 PG 603 LOT 16	78
LA FORCE ROBERT J JR 6 AVENIDA CARITA FORT MYERS BEACH FL 33931	33-46-24-W2-0090C.0170 6 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS B-C-D UNREC BLK C OR 85 PG 603 LOT 17	79
DRAKE WILLIAM 117 FALKIRK ST FORT MYERS BEACH FL 33931	33-46-24-W2-0090C.0180 4 AVENIDA CARITA FORT MYERS BEACH FL 33931	EL SOL BLKS B-C-D UNREC BLK C OR 85 PG 603 LOT 18	80
POGANY ANTON C TR + 23 EDWARDS AVE SAUSALITO CA 94965	33-46-24-W2-01100.0010 21600/602 INDIAN BAYOU DR FORT MYERS BEACH FL 33931	INDIAN BAYOU PB 33 PG 11 LOT 1	81
DUBEK MARY R TR 21590 INDIAN BAYOU DR FORT MYERS BEACH FL 33931	33-46-24-W2-01100.0020 21590/592 INDIAN BAYOU DR FORT MYERS BEACH FL 33931	INDIAN BAYOU PB 33 PG 11 LOT 2	82

Case # _____
Planner _____

Date Received _____
Date of Sufficiency/Completeness _____



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: 16 Pepita Street
Authorized Applicant: James Bougoulas
LeePA STRAP Number: 33-46-24-W2-0090B.0110

Current Property Status: Architectural Development
Current Zoning: Single Family Residential (RS)
Future Land Use Map (FLUM) Category: Low Density
Comp Plan Density: _____ Platted Overlay? ☐ Yes ☒ No

Variance is requested from:

LDC Section Number

Title of Section or Subsection

34-368	Minimum Setbacks

Complete the narrative statements below for EACH variance requested.

PART I
Narrative Statements

Request for variance from 34-57 **(LDC Section number)**

Explain the specific regulation contained in this section from which relief is sought:
Street and Waterbody setback variance.
Request to encroach into the 25 feet minimum setback limit for construction
of a new single family home.

Reasons for request

Explain why the variance is needed:
A street & waterbody setback variance is needed to construct a single-family home that will have a uniform neighborhood feel and harmony. The lot is an irregular shape and is restricting us from rotating the home to face the center of the cul-de-sac. (Exhibit A)
When the home is rotated properly, the outdoor living spaces encroaches into the street & waterbody setback limits. (Exhibit B)
The proposal is to rotate the home so that all indoor living space is within the set-back limits. However, the front outdoor living space will encroach the street side setback by 3 feet and will include a single story open front porch, stairs and roof. The rear outdoor living space will encroach the waterbody side by 8ft-8in and will include a open rear porch, roof and stairs. With proper rotation of the new home, the neighborhood will have uniformity and harmony around the cul-de-sac as experienced on the desired Avenida Caritas Street (Exhibit C).

Explain the possible effect the variance, if granted, would have on surrounding properties:
The proposed home orientation will be positioned appropriately along the center of the cul-de-sac to provide a welcoming and uniform feel of the neighborhood.
18 Pepita St. Strap#33-46-24-W2-0090B.0100 - proposed home would be roated away from property line expanding the green space between homes.
14 Pepita St. Strap#33-46-24-W2-0090B.0120 – proposed home would be angled so that the front door is facing the street instead of facing across neighbor's front yard. The view along the canal could be interrupted by deck stairs and roof support post.
235 Sterling Drive Strap#33-46-24-W2-0080A.0110 - proposed home would be closer to their property across the waterway canal
231 Sterling Drive Strap#33-46-24-W2-0080A.0120 - proposed home would be closer to their property across the waterway canal

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

The cul-de-sac, the curve of the canal and east & west property lines defines a irregular shaped lot. When defining the buildable lot size that comply with setback limits, the west side property line is 32 feet versus the opposing east side property line of 71 feet. The setback limits of 25 feet on the curve of the canal and from the street side is restricting the option to rotate the home to be cul-de-sac facing.
(Exhibit A)

Case # _____
Planner _____

Date Received _____
Date of Sufficiency/Completeness _____

Explain how the property qualifies for a variance. Direct this explanation to the guidelines for decision-making in LDC Section 34-87.

The property shape is irregular which makes it difficult to design and construct a new symmetrical beach style home that faces the center of the cul-de-sac.

To properly rotate the new so that it is uniform, a 3 foot street setback encroachment and 8ft-8in waterbody setback encroachment will be necessary. This irregular shaped lot is unique compared to the abundant postal stamp shaped lots across Ft. Myers Beach.

Exhibit A. - Extraordinary Lot

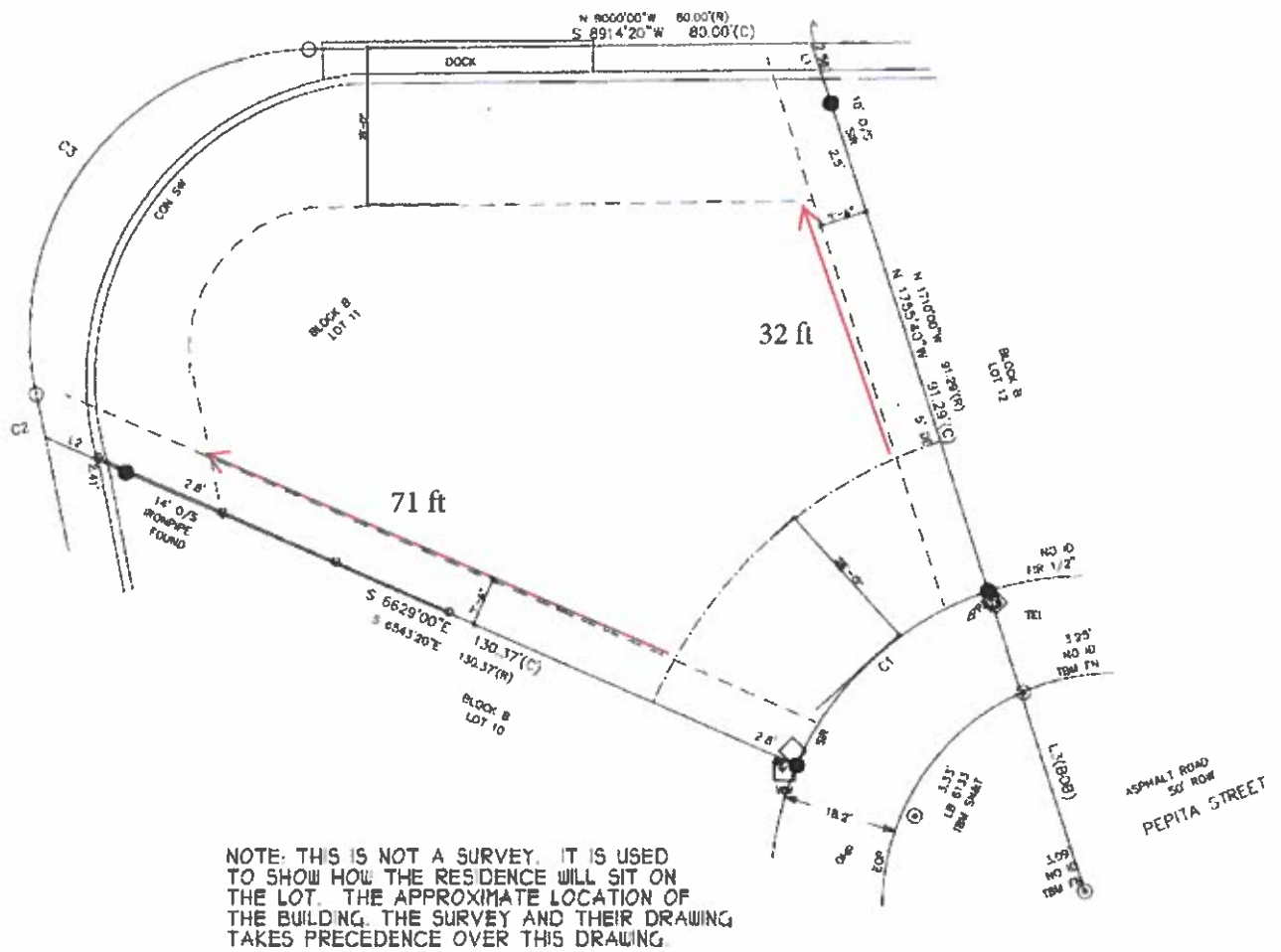


Exhibit B. Proposed Home Orientation

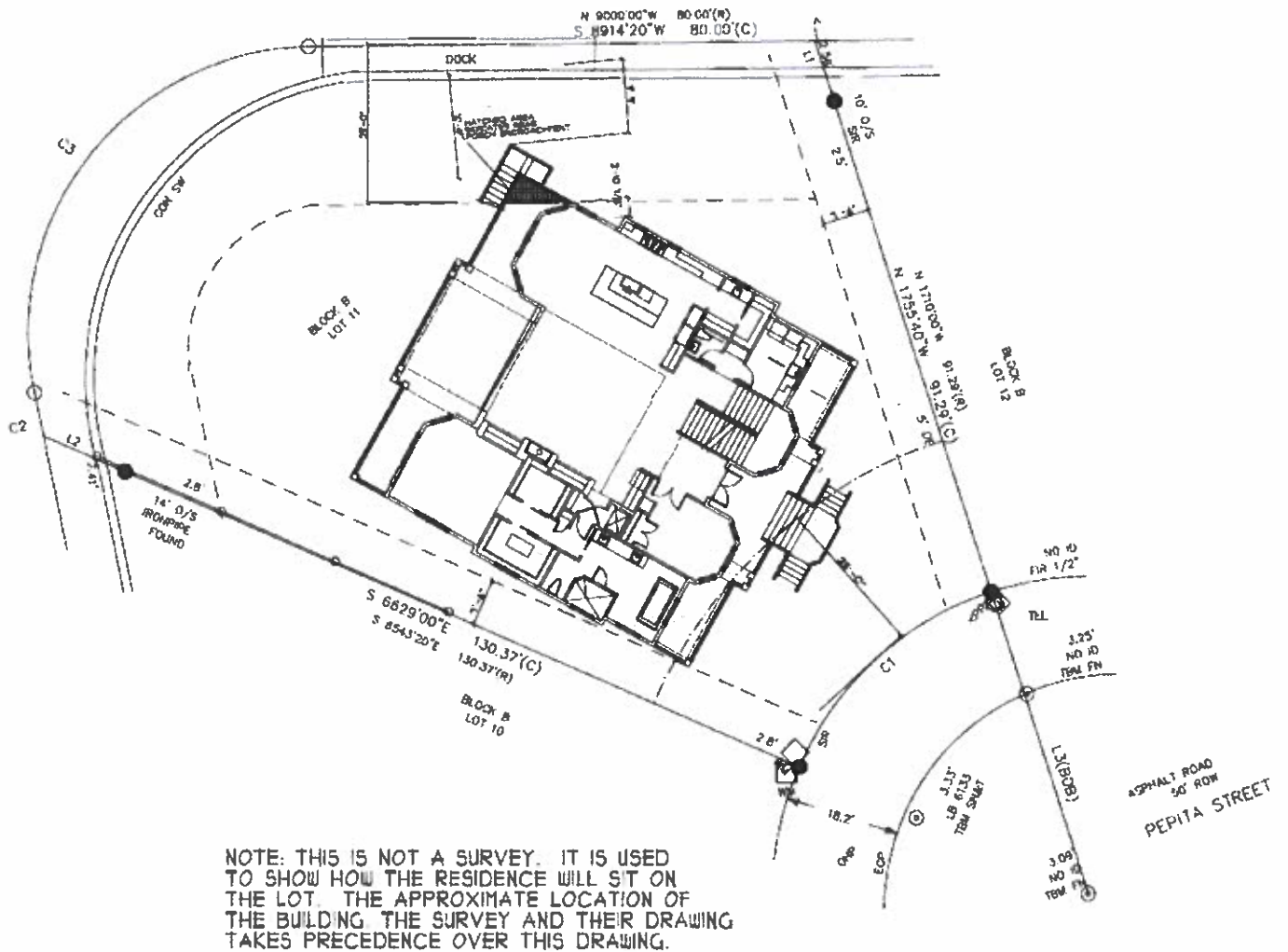
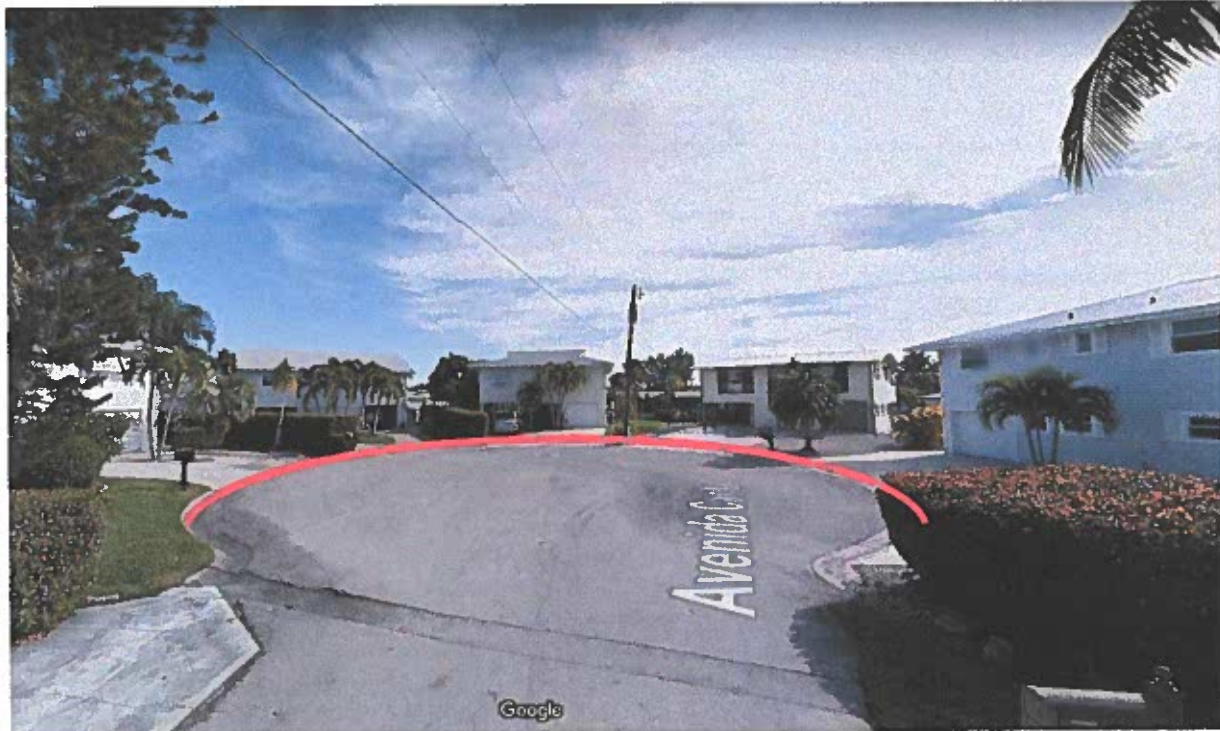
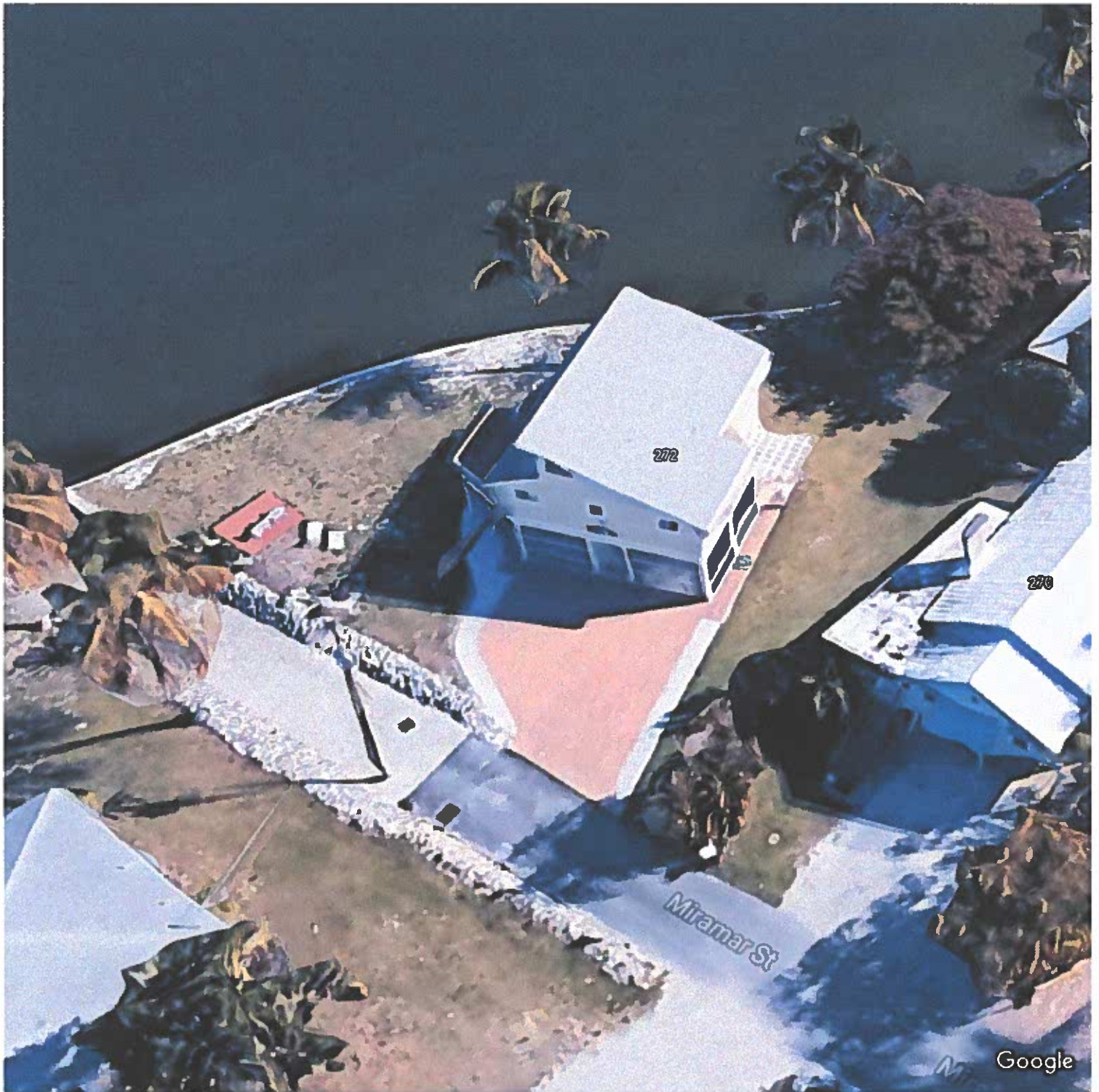
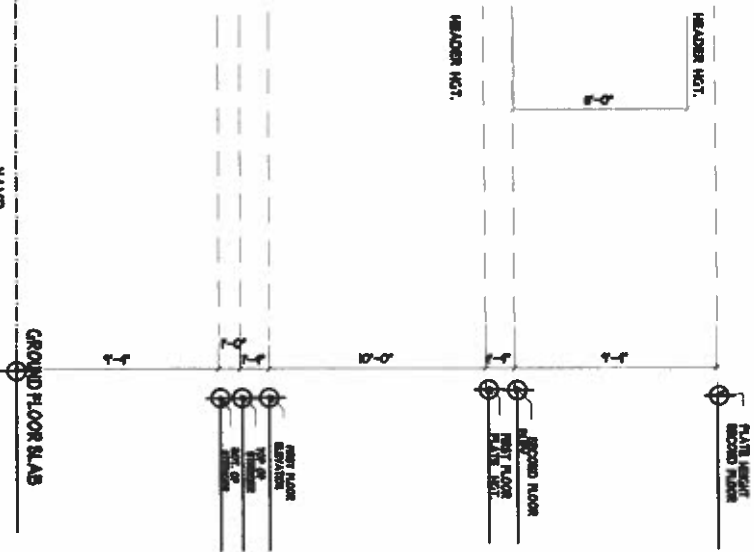
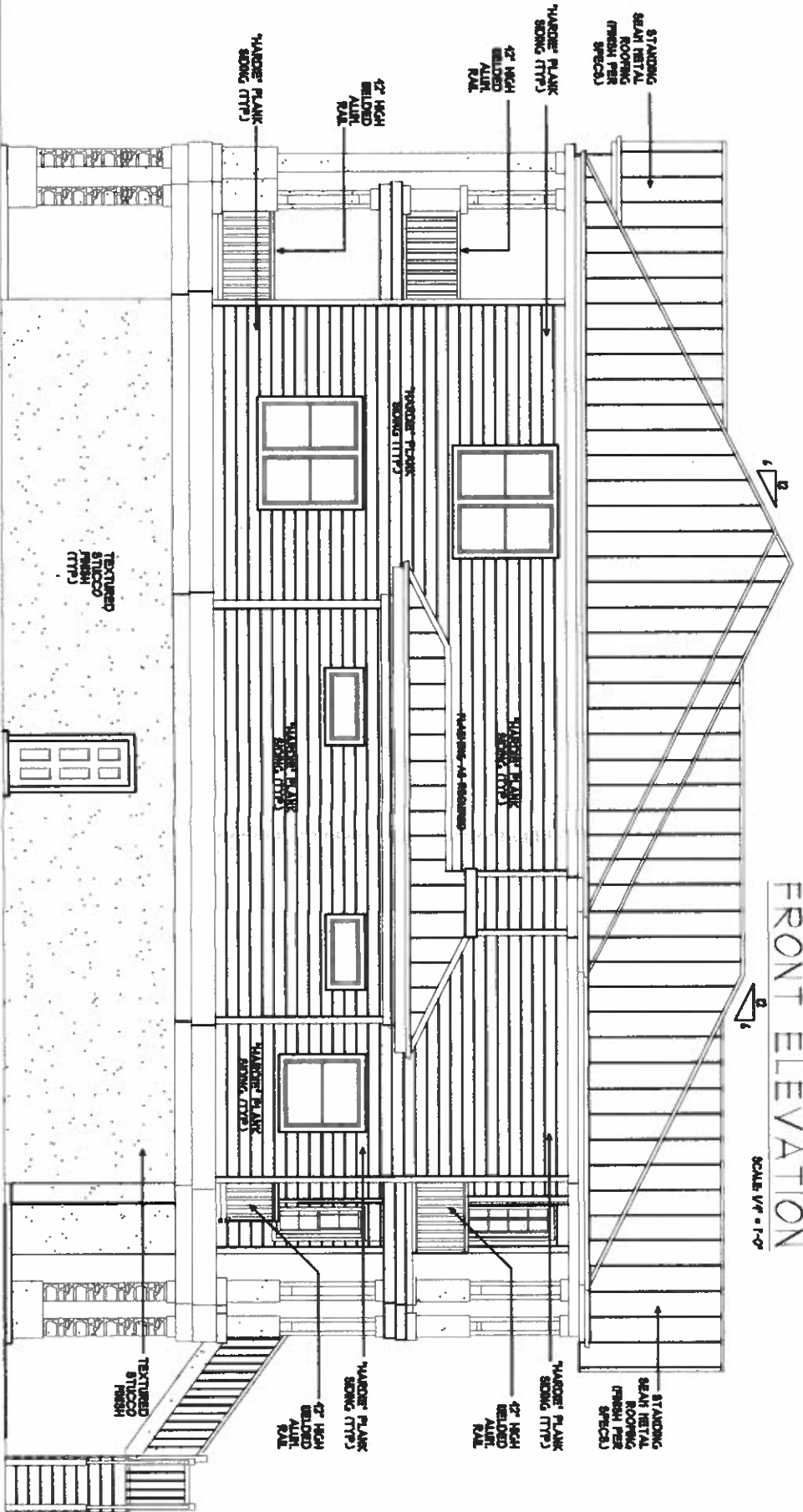
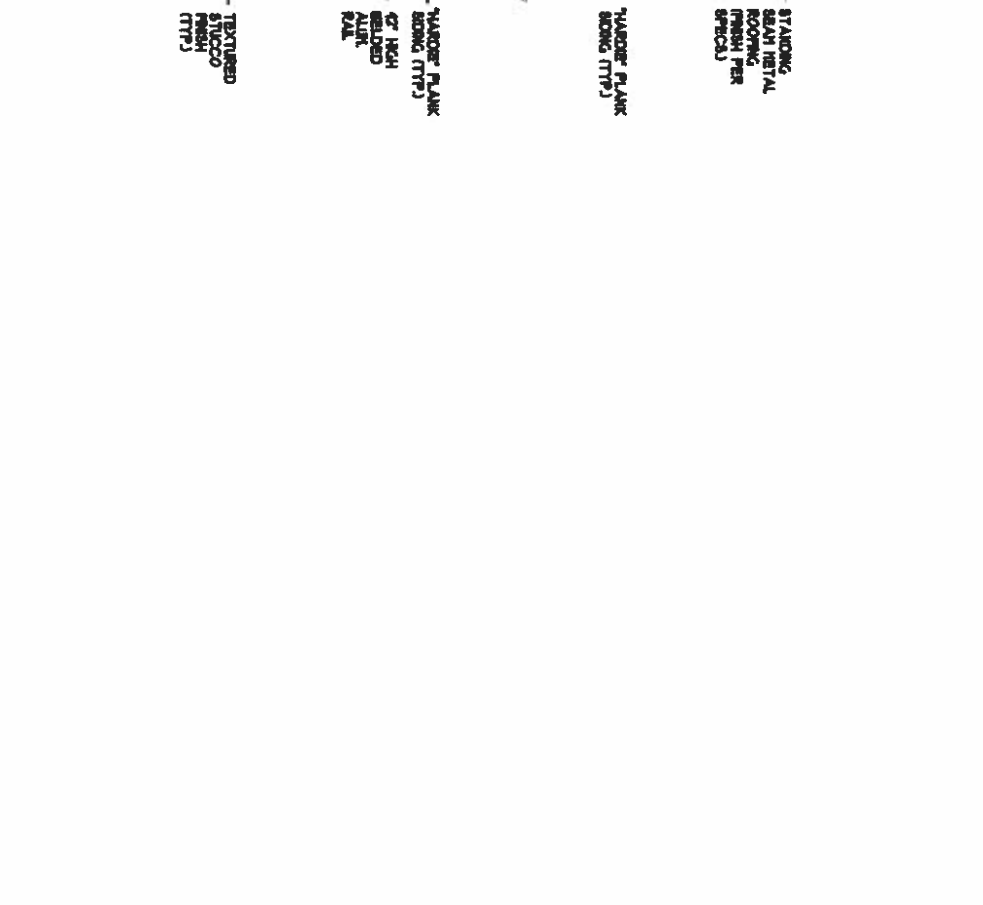
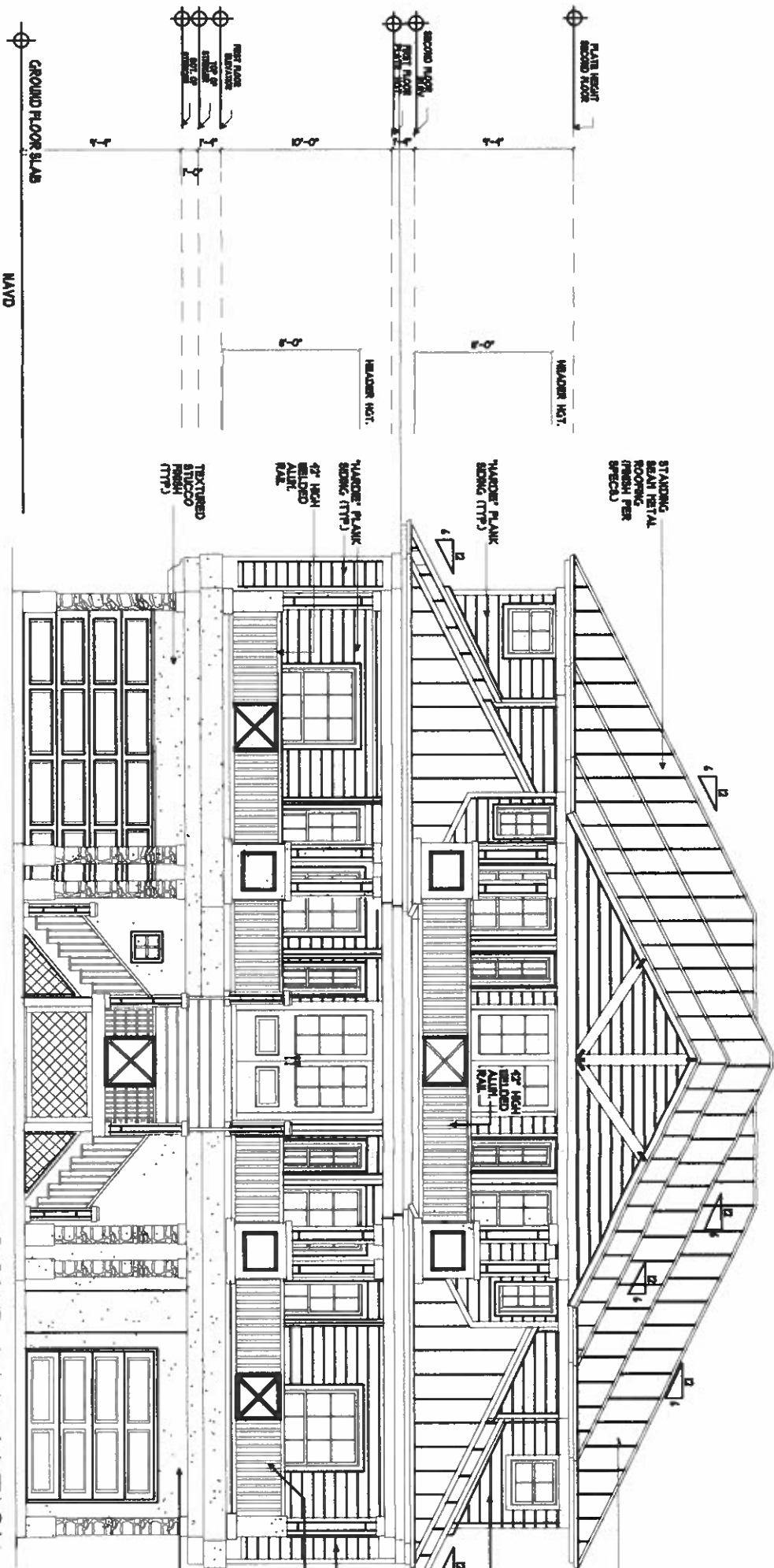


Exhibit C- Uniform Avenida Caritas



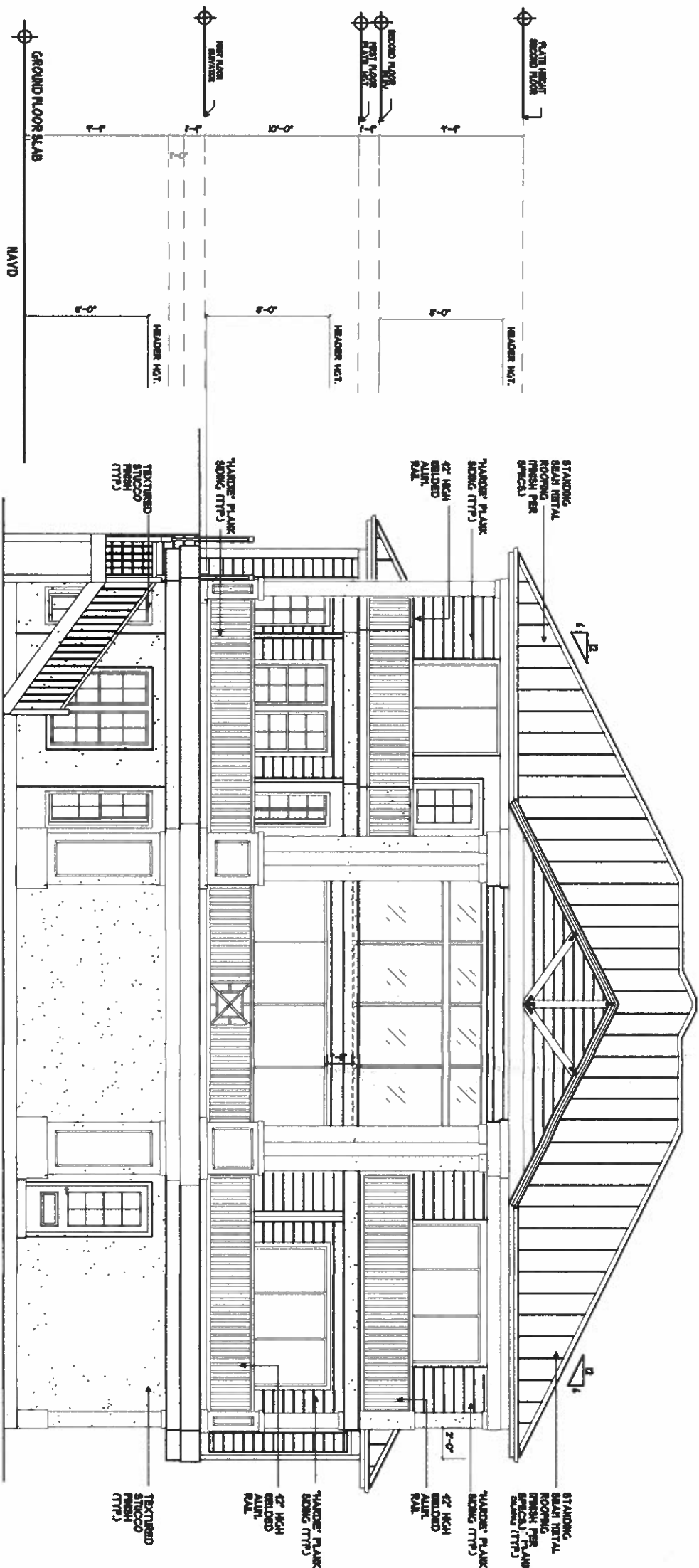
RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF FORT MYERS BEACH FLORIDA
RESOLUTION NUMBER 17-43
VAR2017-0004 – Cronen Front Setback



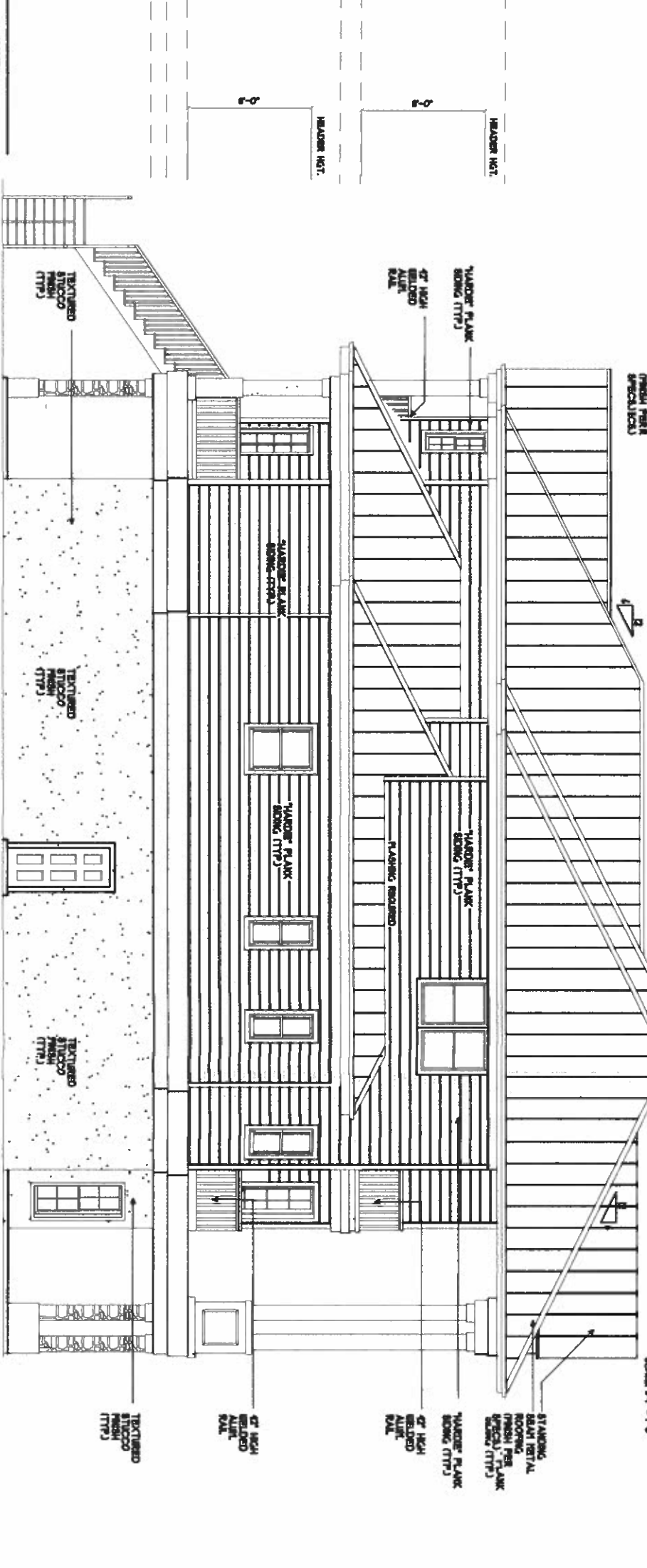


LEFT SIDE ELEVATION

SCALE 1/4" = 1'-0"



REAR ELEVATION



RIGHT SIDE ELEVATION



Town of Fort Myers Beach

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Case Number: VAR20210063

Case Name: 16 Pepita Street, to allow principal structure to encroach rear waterbody setbacks.

Applicant: James Bougoulas

Location: 16 Pepita Street

STRAP #: 33-46-24-W2-0090B.0110

Zoning: Residential Single-Family (RS)

Request: The applicant is seeking a variance from Table 34-3 for a 25 feet rear waterbody setback reduction of 8 feet 8 inches.

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

Notice is hereby given that the Local Planning Agency of the Town of Fort Myers Beach will hold a public hearing at a meeting beginning at **9:00 AM on September 14, 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.

On September 14th, the Local Planning Agency of Fort Myers Beach will review the case and make a recommendation to the Town Council on this matter. 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 18, 2021

Approve/Approve with conditions/Denial of VAR20210064 - 3240 Shell Mound Blvd, a request to reduce the required accessory structure (pool) setback from five to two feet in the rear and side yard (or from five to four feet in the rear or side yard).

Why the action is necessary:

Any request to reduce accessory structure setbacks requires consideration by the LPA and Town Council.

What the action accomplishes:

Approval of a variance for the applicant's request will result in a 2 foot side and rear setback. Approval of the LPA's recommendation will result in a four feet setback. Approval of staff's recommendation will result in a setback of five feet.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

LDC Sec. 34-1174(D)(1)

4. Submitter of Information:

5. Background:

The subject property is a corner lot situated at Shell Mound Blvd. and Eucalyptus Court, resulting in two street frontages. The applicant is asking for a variance to the side and rear setbacks to accommodate the proposed pool. The proposed location is adjacent to three other property owners. The request includes reducing the accessory structure (pool) setback from five to two feet for both the rear and side yard. A reduction in pool size would eliminate the need for a variance. The LPA recommended a one foot reduction for the side and rear yard setback, which would result in a setback of four feet (motion approved 5-0). Staff recommends denial of the request due to lack of hardship based on the applicant's ability to redesign the pool to meet the required setbacks.

Attachments:

1. Resolution 21-54 re Pool Variance for 3240 Shellmound Road(127147155.1)-C
2. VAR20210064 - 3240 Shell Mound Blvd - Staff Report
3. Variance Applications and Documents - 3240 Shell Mound (1)
4. 3240 Shell Mound Blvd - VAR - Notice To Neighbors LPA

Financial Impact:

6. Alternative Action

Recommend approval or approval with proposed conditions drafted by staff.

7. Management Recommendations:

Deny

8. Recommended Approval:

Kendra Rosa, Zoning Coordinator/Planner 1
Jason Green, Community Development Services

Created/Initiated - 10/12/2021
Approved - 10/14/2021

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

Approved - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

RESOLUTION NUMBER 21-54

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/DENYING VARIANCE 20210064 TO ALLOW AN ACCESSORY STRUCTURE POOL TO HAVE A REDUCED SIDE AND REAR SETBACK FOR THE PROPERTY LOCATED AT 3240 SHELL MOUND BLVD; 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 Armand and Sarah McCormick are requesting a variance from Sec. 34-1174(d)(1), to allow a pool side and rear setback reduction of 3 feet, resulting in a side and rear setback of 2 feet; and

WHEREAS, the STRAP number for the subject property is 29-46-24-W1-0020A.0340

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 September 14, 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 of a one-foot side and a one-foot rear setback variance, with conditions.

WHEREAS, on October 18, 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/did not meet its burden of proof that the requested Variance do meet the requirements of the Town Comprehensive Plan and LDC, and approving the Variance is in the best interest of the Town to approve. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties and public, the Town Council APPROVES/DENIES the Variance from Sec. 34-1174(d)(1), to allow a pool side and rear setback reduction of 3 feet, resulting in a side and rear setback of 2 feet.

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/are not 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/denial of the variance are the result of actions of the Applicant taken after the adoption of the regulation in question.
- C. The variance is/is not 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/will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- E. The conditions or circumstances on the Property are/are not 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 vegetation buffer shall be constructed between properties adjacent to proposed pool.
- 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 of 67% requirement.

E. The variance shall only apply to the single-family home 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 18th 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: VAR20210064

CASE NAME: 3240 Shell Mound Blvd, to allow accessory structure
-pool – a 2-foot side and rear setback.

LPA

HEARING DATE: September 14, 2021, at 9.00 AM

STAFF

RECOMMENDATION: Approve with conditions

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

I. APPLICATION SUMMARY

Applicant/Owner: Armand and Sarah McCormick

Request: The applicant is seeking variances from Sec. 34-1174(d)(1), to allow a pool side and rear setback reduction of 3 feet, resulting in a side a rear setback of 2 feet.

Subject property: See attached site plan

Physical Address: 3240 Shell Mound Blvd

STRAP #: 29-46-24-W1-0020A.0340

FLU: Mixed Residential

Zoning: Residential Conservation (RC)

Adjacent zoning and land uses:

North:	RESIDENTIAL SINGLE-FAMILY (RS) AND RESIDENTIAL CONSERVATION (RS) Single-Family Homes
South:	RESIDENTIAL CONSERVATION (RC) Single -Family Homes
East:	RESIDENTIAL SINGLE-FAMILY (RS) AND RESIDENTIAL CONSERVATION (RC) Single-Family Homes
West:	REDIDENTIAL CONSERVATON (RC) Single-Family Homes

II. BACKGROUND AND ANALYSIS

Background:

Armand and Sarah McCormick, the applicant for 3240 Shell Mound Blvd, is requesting a variance from the Town's Land Development Code (LDC). The Town's LDC Sec. 34-1174(D)(1), establishes minimum side and rear setbacks for residential accessory structures. The side and rear setbacks for the RC zoning district are 5 feet. The applicant is requesting to reduce the setbacks by 3 feet, resulting in a 2 feet setback along the side and rear of the property.

The principal structure (home) was built in 1959, with building permits in 2001 and 2018. The current owners bought the property in 2021.

Analysis:

The subject property is a corner lot situated at Shell Mound Blvd. and Eucalyptus Court, resulting in two street frontages. The principal structure (home) of the property has been placed toward the rear corner of the property, leaving an irregular shaped rear yard. The applicant would like to place a pool in the rear yard to maximize privacy and retain full access to the garage and front entry of the house, which is facing Shell Mound Blvd. The applicant has stated the variance is needed to allow a separation of 3 feet from the garage and 5 feet from the house to accommodate a walkable deck around the pool. A smaller size pool would accommodate the walkway separation from the house and eliminate the need for a variance.

Neighborhood Compatibility:

The proposed project has impact on the neighboring properties. The application mentions mature buffers exiting on adjacent property effected by the proposed pool, but the proposed setbacks would leave no room for buffer on subject property.

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 and the angle and location of the existing principal structure as it relates to the side and rear property line

- 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 1959, prior to the Town adopted regulation regarding principal or accessory structure setbacks. The current property owners acquired the property in 2021.

- 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 may be injurious to surrounding properties or to the health, safety, and welfare of the public. The variance is from the requirement that restricts the setbacks for accessory at 5 feet to side and rear property lines and leaves no room on-site for buffers.

- 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 may 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.

- 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 regards to lot layout or orientation.

III. RECOMMENDATION

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 **Denial** of VAR20210064, for the pool to encroach the side and rear setbacks by 3 feet.

IV. RECOMMENDED CONDITIONS IF TOWN COUNCIL GRANTS 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 vegetation buffer shall be constructed between properties adjacent to proposed pool.*
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 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

MCCORMICK RESIDENCE VARIANCE REQUEST

3240 Shell Mound Boulevard
Fort Myers Beach, Florida

STRAP# 29-46-24-W1-0020A.0340

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

June 18, 2021

PROJECT NUMBER:

DATE:



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for PUBLIC HEARING

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

Site Address: 3240 Shell Mound Blvd.

STRAP Number: 29-46-24-W1-0020A.0340

Applicant: Armand & Sarah McCormick Phone: 641-226-1561

Contact Name: Armand McCormick Phone: 641-226-1561

Email: armand@xlsportsprogram.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

SUPPLEMENTAL FORM REQUIRED

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

PROJECT NUMBER:

DATE:

PART I – General Information

A. Applicant*: Armand & Sarah McCormick Phone: 641-226-1561

**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: 1815 Grand Blvd., Cedar Falls, IA 50613

Email: armand@xlsportsprogram.com Fax: _____

Contact Name: Armand McCormick Phone: 641-226-1561

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: _____

PROJECT NUMBER:

DATE:

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

☐ Special Exception

☒ Variance from LDC Section 34-1174(d)(1) - _____

☐ Conventional Rezoning from _____ to _____

☐ Planned Development

☐ Rezoning from _____ to ☐ Commercial PD ☐ Residential PD

☐ Amendment. List the project number: _____

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

☐ Appeal of Administrative Action

☐ Vacation ☐ Right-of-Way ☐ Easement

☐ Other. Please Explain: _____

PART III – Waivers

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

Code Section: _____

Description: _____

Code Section: _____

Description: _____

Code Section: _____

PROJECT NUMBER:

DATE:

Description: 3240 Shell Mound Blvd.

PART IV – Property Ownership

☒ Single Owner (individual or husband and wife)

Name: Armand E. & Sarah A. McCormick

Phone: 641-226-1561

Mailing Address: 1815 Grand Blvd., Cedar Falls, IA 50613

Email armand@xlsportsprogram.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: 29-46-24-W1-0020A.0340

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

Name and Address

Percentage Ownership

<u>Armand E. & Sarah A. McCormick</u>	<u>100%</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

PROJECT NUMBER:

DATE:

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

Name, Address and Office

Percentage of Stock

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

Date of Contract: _____

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

Name

Address

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

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

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

→ 
Signature

Armand McCormick

Printed Name

→ 
Signature

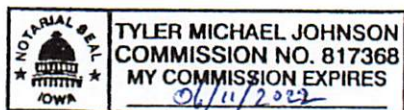
Sarah McCormick

PROJECT NUMBER:

DATE:

STATE OF FLORIDA)
COUNTY OF LEE)

Subscribed and sworn to (or affirmed) before me this 13th day of May,
20 21, by _____



(SEAL)

Notary Public Signature

Notary Printed Name

Personally Known _____ or Produced Identification X

Type of Identification Produced: Driver's License My Commission Expires: 06/11/2022

PART V – Property Information

A. Legal Description:

STRAP: 29-46-24-W1-0020A.0340

Property Address: 3240 Shell Mound Blvd.

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: Eucalyptus Park

Book: 4 Page: 34 Unit: _____ Block: _____ Lot(s): 34-37

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) 100 feet

PROJECT NUMBER:

DATE:

Depth (please provide an average width if irregular in shape) 80+/- feet

Frontage on street: ^{80+/- Eucalyptus Ct. &}
^{100+/- Shell Mound Blvd.} Frontage on waterbody: 0 feet

Total land area: 8000 ☐ acres ☒ square feet

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

From the Big Carlos Pass Bridge, approximately 1.5 east to Eucalyptus Court.

☒ Attach Area Location Map as Exhibit 5-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

☐ Low Density

☐ Marina

☒ Mixed Residential

☐ Recreation

☐ Boulevard

☐ Wetlands

☐ Pedestrian Commercial

☐ Platted Overlay

H. Zoning (see official Zoning Map):

☐ RS (Residential Single-family)

☐ CF (Community Facilities)

☒ RC (Residential Conservation)

☐ IN (Institutional)

PROJECT NUMBER:

DATE:

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

PART VI

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Armand & Sarah McCormick swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

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

PROJECT NUMBER:

DATE:

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

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

→ [Signature]
Signature of owner or authorized agent

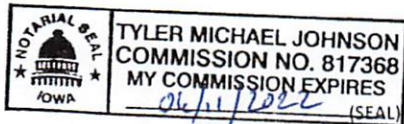
5/12/2021
Date

→ [Signature]

5/12/21

STATE OF FLORIDA) Tava
COUNTY OF LEE) Black Hawk

Subscribed and sworn to (or affirmed) before me this 13th day of May,
20 21, by _____.



[Signature]
Notary Public Signature

Tyler Johnson
Notary Printed Name

Personally Known _____ or Produced Identification X

Type of Identification Produced: Driver's License My Commission Expires: 06/11/2021

Case # _____
Planner _____

Date Received _____
Date of Sufficiency/Completeness _____



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: McCormick Variance
Authorized Applicant: Armand & Sarah McCormick
LeePA STRAP Number: 29-46-24-W1-0020A.0340

Current Property Status: Developed
Current Zoning: RC
Future Land Use Map (FLUM) Category: Mixed Residential
Comp Plan Density: 10 Du/acre Platted Overlay? ___Yes ___X_No

Variance is requested from:

LDC Section Number

Title of Section or Subsection

34-1174(d)(1)	Accessory Setbacks from Side and Rear Property Lines

Complete the narrative statements below for EACH variance requested.

Case # _____
Planner _____

Date Received _____
Date of Sufficiency/Completeness _____

PART I
Narrative Statements

Request for variance from _____ (LDC Section number)

Explain the specific regulation contained in this section from which relief is sought:

LDC Section 1174(d)(1) establishes a side and rear yard setback of five feet for accessory structures. The applicant is requesting a three-foot variance to both the side and rear yards to allow for respective setbacks of two feet.

Reasons for request

Explain why the variance is needed:

See narrative.

Case # _____
Planner _____

Date Received _____
Date of Sufficiency/Completeness _____

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.

Case # _____
Planner _____

Date Received _____
Date of Sufficiency/Completeness _____

Explain how the property qualifies for a variance. Direct this explanation to the guidelines for decision-making in LDC Section 34-87.

See narrative.

GeoView Map



April 23, 2021

Air Photos: 2020 Hi-Res (4 inch)

 HospitalLocations

School Locations

--- County Boundary

US 41

Parcels Near

 Library Locations

 School Locations

Major Roads Medium

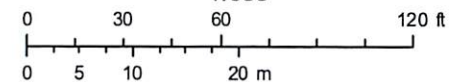
Other Highways

 CCC Parks

1 - 75

Other Roads

1:688



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.

13010 Palm Beach Blvd., Ft. Myers, FL 33905
 Mailing Address: P.O. Box 1589, Ft. Myers, FL 33902
 Toll Free Fax: (888) 215-9098
 Phone: (239) 340-3315
 Email: info@redboxsurveying.com
www.redboxsurveying.com
 Authorization No. LB 7573

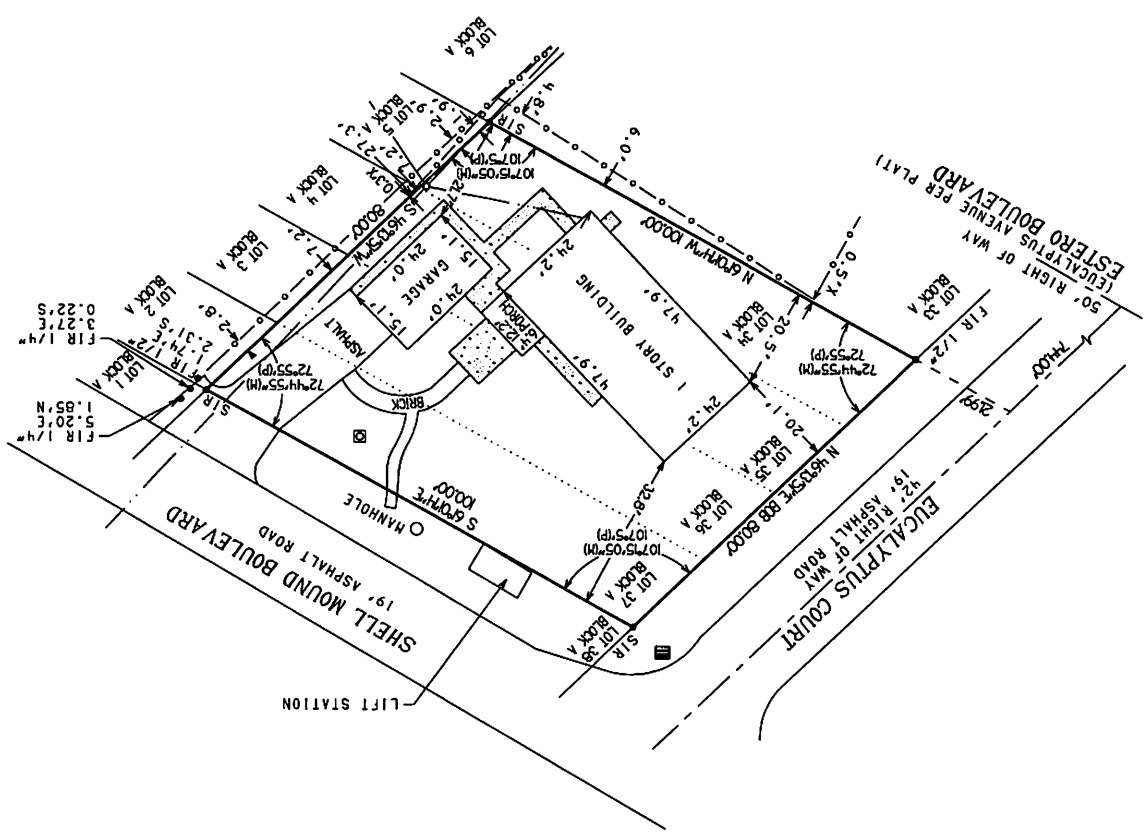
X = OUTSIDE PROPERTY Y6 = VALLEY GUTTER Y7 = UTILITY CASHEMENT Y8 = TECHNOLOGY UTILITY CASHEMENT Y9 = APPROXIMATE TOP BANK S/W = TEMPORARY DESIGN MARK S/W = SEAWALL L8 7373 = STAMPED MAIL.COM = SWIR SET 1/2" IRON ROD & CAP S/W = STAMPED MAIL & DISK S/W = STAMPED MAIL 7373 S/W = STAMPED 1/2" IRON ROD & CAP SET 1/2" IRON ROD & CAP SET 1/2" IRON ROD & CAP APPROXIMATE LOCATION OF UTILITY CASHEMENT POINT OF CURVE PER PLAN OF SET MEASUREMENT WORK INSULATION CONTROL VALVE INSIDE PROPERTY FOR ELEVATION FOUND MAIL & TAB FOUND MAIL FOUND MAIL & DISK FOUND IRON ROD FOUND IRON PIPE FOUND IRON TUB FOUND IRON TUB	= OVERHEAD LINE = CONCRETE = FENCE LINE = WATER VALVE = FIRE HYDRANT = POWER POLE = LIGHT POLE = STATION BOX/1515R = STORM DRAIN = WATER METER
---	---

1) Parcel was surveyed from information supplied by the client or the clients agent.
2) Easements as shown hereon are from the recorded plat. Any other easement (b) pertaining to the hereon described parcel must be furnished to the surveyor by the client or the clients agent.
3) The plat described is not a certification of title.
4) Parcel subject to easements, restrictions, reservations, and rights-of-ways of record.
5) Abstract not reviewed.
6) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
7) The survey depicted hereon is not read without the signature and original colored seal of a Florida Licensed Surveyor and Mapper.
8) All locations, when shown, are approximate and based on field observed surface evidence, unless otherwise noted.
9) Septic tank/drain field locations, when shown, are approximate and based on surface evidence, unless otherwise noted.
10) Underground utilities, structures and/or improvements other than those shown, if any, were not located.
11) The survey depicted hereon may not be communicated or relied on by any party to which it has not been carried without the prior written consent of the signing party.

Serviced To:
Shanel Sorenson
Charles Meador, Attorney at Law
Old Republic National Title Insurance Company

Boundary Survey
W.O.# 18-3092
Date: 28 DEC 2018
DRAWN BY: DMK

Parcel Description:
 Lots 34 through 37, Block A, Eucalyptus Park, a subdivision according to the map or plat thereof, on file and recorded in the Office of the Clerk of Circuit Courts, Lee County, Florida, at Plat Book 4, Page 34.



Keith David Clay
Registered Surveyor & Mapper
Certificate No. 6262

Copyright by Reliable Land Surveying, Inc. and Keith D. Clay, Fort Myers, Florida, 2019. Unauthorized use, publication, or reproduction of this survey map and/or data thereon is subject to criminal and civil prosecution.

Scale 1"=30'

0 30

3240 SHELL MOUND ROAD MCCORMICK RESIDENCE

VARIANCE REQUESTS

Narrative

Variance Criteria

Explain Why the Variance is Needed:

The subject property is situated at the corner of Shell Mound Blvd. and Eucalyptus Court, having two street frontages. The residence on the property has been placed toward the rear corner of the property, leaving a very small rear yard area. The applicant would like to place the pool in the rear yard to maximize privacy and retain full access to the garage and front entry of the house facing on Shell Mound Blvd. The rear yard of the house is small and oddly shaped as a result of the angled placement of the residence, leaving only a corner of the property to the rear of the house and garage as a viable location for the pool. The variances are needed to allow a separation from the house of 3 feet from the garage and 5 feet from the house, to accommodate walk/deck area around the pool.

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

The requested variances will not adversely affect the surrounding properties. The side yard of the subject property abuts the rear yard of an adjacent property that has existing, mature vegetation along its rear property line and has a rear yard that is approximately 25 feet to the rear of the house. The proposed pool will not be enclosed, eliminating any vertical intrusion and will be fenced, affording privacy for both property owners. Likewise, this corner of the rear yard is also heavily vegetated, providing an existing screen, and this area abuts the least active area of the rear yard of the adjacent property to the south. Placement of a pool in a rear yard is appropriate and through the existing vegetation and proposed fencing, will not result in adverse impacts to the surrounding properties.

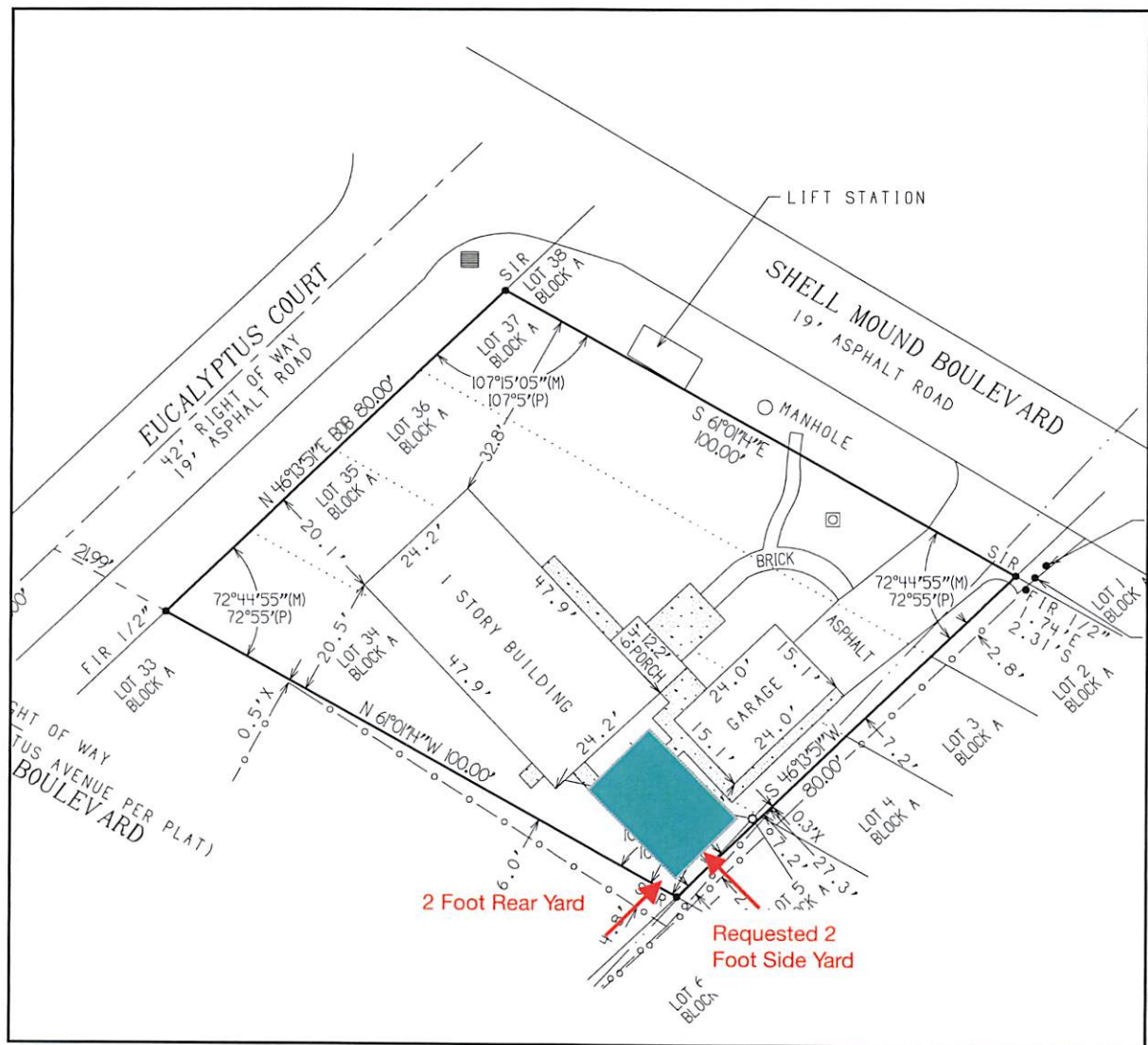
Explain the Hardship that Justifies Relief from the Regulation:

The property is unique in that the placement of the existing residence is tucked far into the rear of the property and the existing structure does not run parallel to the property line, resulting in a minimal rear yard that is further confined by the angle of the residence. A hardship exists because of this layout as well as the double street frontage, limiting the location of the pool for maximum privacy. While there may be room forward of the house, the pool would then encroach into the front yard and significantly reduce the level of privacy that is afforded by its placement to the rear. This challenge would apply to both street frontages and would be further compounded on Eucalyptus Court due to the existence of large trees that would have to be removed.

Explain how the Property Qualifies for the Variance:

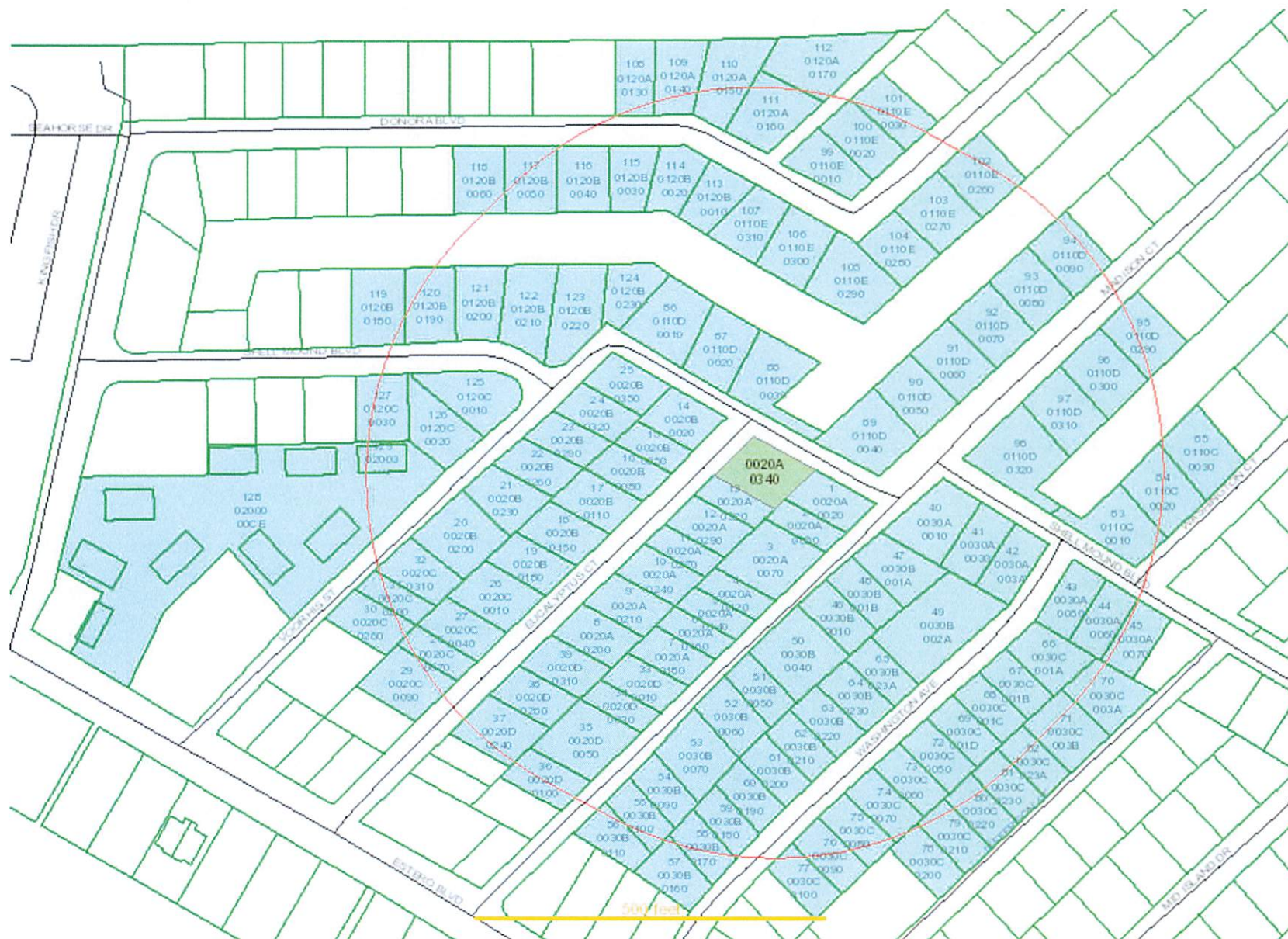
The property qualifies for the requested variances as there are unique circumstances inherent to the property due to several factors: the double street frontage, the angle of the existing residence as it relates to the rear property line, and the placement of the existing structures well toward the rear corner of the property. The existing residence substantially encroaches into the rear yard setback further restricting locational choices for the proposed swimming pool.

The circumstances are not the result of any action of the applicant and the variance requested is the minimal necessary to allow the applicant to construct a pool of average size and shape, commonly found at other residences on Fort Myers Beach. The granting of the variance will not be injurious to surrounding properties or the the health, safety or welfare of the general public.



MCCORMICK VARIANCE REQUEST 3240 SHELL MOUND BOULEVARD

JULY 18, 2021



varlancollist

STRAIP	OwnerName	OwnerName2	MailAddress	MailAddress2	MailCity	MailState	MailZip	MailCountry	StateNumber	StateStreet	StateUnit	StateCity	StateZip
29-45-24-W1-0020A.0040	MCCORMICK ARMAND E &		1815 GRAND BLVD		CEDAR FALLS	IA	50613		3240	SHELL MOUND BLVD		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0020	OLSON ERIC J +		245 MADISON CT		FORT MYERS BEACH	FL	33931		245	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0050	CORONIS DAWN		187 MADISON CT		FORT MYERS BEACH	FL	33931		187	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0070	HILLIARD JAMES R +		193 MADISON CT		FORT MYERS BEACH	FL	33931		193	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0120	MARTIN JANICE M +		94 ADAM DR		BRICK	NJ	8723		161	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0140	SAINT-JACQUES CHRISTEL TR		17800 N RIVER RD		ALMA	FL	33920		155	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0150	WINTER PHILIP G		PO BOX 158		FORT MYERS BEACH	FL	33931		151	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0190	JOHAN VANESSA		1721 NE 12TH ST		CAPE CORAL	FL	33908		148/147	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0200	ENGSTROM STEVEN EUGENE		130 EUCALYPTUS CT		FORT MYERS BEACH	FL	33931		130	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0210	MCCARTHY JOHN E		132 EUCALYPTUS CT		FORT MYERS BEACH	FL	33931		132/134	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0240	CONTE STACEY		136 EUCALYPTUS CT		FORT MYERS BEACH	FL	33931		136/138	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0270	THESEN M SUSAN		150 EUCALYPTUS CT		FORT MYERS BEACH	FL	33931		150	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0290	JOHNSON LISA A &		182 EUCALYPTUS CT		FORT MYERS BEACH	FL	33931		180/182	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0320	FETTERMAN NIEL R &		380 HURST DR		BAY VILLAGE	OH	44140		200	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0330	BUSCHBACHER MARYALICE		3190 SHELL MOUND BLVD		FORT MYERS BEACH	FL	33931		3190	SHELL MOUND BLVD		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0050	DOKE PAUL EDWARD A		PO BOX 873		EAGLE	CO	81631		277	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0080	DONOGHUE CAROL + GRAH		256 OSTEGO DR		FORT MYERS BEACH	FL	33931		141/151	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0110	MORRIS GEORGE S & ANNIE R		159 COMPO RD S		WESTPORT	CT	6580		137/139	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0150	REDDENUS JOSHUA R		135 EUCALYPTUS CT		FORT MYERS BEACH	FL	33931		135	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0180	MCCULLOUGH A MORLEY A		661 TURTLE BAY BLVD		ENHISMORE	ON	NOL 170 CANADA		129	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0200	LTE 4880 LLC		2200 CR C W STE 2205		ROSEVILLE	MA	55113		114/118	VOORHIS ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0230	TITLETOWN FMB LLC		PO BOX 0674		FORT MYERS BEACH	FL	33932		118	VOORHIS ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0250	BELGER RANDALL J + BEVERLY M		7813 BUCCANEER DR		FORT MYERS BEACH	FL	33931		120	VOORHIS ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0280	KAUTH DIANA TR		122 VOORHIS ST		FORT MYERS BEACH	FL	33931		122/124	VOORHIS ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0310	LONG STEVE A + ANN M		130 VOORHIS ST		FORT MYERS BEACH	FL	33931		130	VOORHIS ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0330	SELLEY JEREMY + VICTORIA		2821 LAKEVIEW DR		SEBRING	FL	33870		318	SHELL MOUND BLVD		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0370	WATERS KRISTIN		131 LONGFELLOW RD		WORCESTER	MA	1002		129/127	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0040	ELLIOTT KATHLEEN J TR		1401 ROCHESTER AVE		KONA CITY	IA	52245		121/123	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0070	ALLISON ROBERT L &		3001 W WATERS AVE		TAMPA	FL	33614		118	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0090	BERTOLD DAVID A		113 EUCALYPTUS CT UNIT 15		FORT MYERS BEACH	FL	33931		113/115	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0280	KENT PROPERTIES LLC		3226 HILLTOP RD		SPRINGFIELD	IL	62712		104/108	VOORHIS ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0290	VOKAC BILLIE JEAN		108 VOORHIS ST		FORT MYERS BEACH	FL	33931		108	VOORHIS ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0310	CUSSON CHARLES E TR		110/112 VOORHIS ST		FORT MYERS BEACH	FL	33931		110/112	VOORHIS ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0010	WALDRON ROBERT L + REBECCA A		143 BAY MARK DR		FORT MYERS BEACH	FL	33931		141/143	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0030	WALDRON ROBERT L + REBECCA A		141 MADISON CT		FORT MYERS BEACH	FL	33931		139	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0050	NIGH NICK E & JIMBERLY		7300 TOWNSHIP RD		FINDLAY	OH	45840		137	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0100	CANTLOW KATHERINE T +		131 MADISON CT		FORT MYERS BEACH	FL	33931		131/135	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0240	ORVIS ROBERT M + MARY H		118 EUCALYPTUS CT		FORT MYERS BEACH	FL	33931		116	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0280	EVANSON D M + SUE A		15830 LAKE CANDLEWOOD DR		FORT MYERS	FL	33908		122/124	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0310	COLONE REAL ESTATE LLC		3178 S CATHAY CIR		AURORA	CO	80013		128	EUCALYPTUS CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0010	MCKENZIE JAMES R & LISA B		3302 SHELL MOUND BLVD		FORT MYERS BEACH	FL	33931		3302	SHELL MOUND BLVD		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0030	KOPOLANSKY VICTOR R &		494 WASHINGTON CT		FORT MYERS BEACH	FL	33931		3308	SHELL MOUND BLVD		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0050	MAHYER PETER		3312 SHELL MOUND BLVD		FORT MYERS BEACH	FL	33931		3312	SHELL MOUND BLVD		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0050	CONTE DANIEL K + JAMIE LEE		20 JONES PL		JACKSONVILLE	IL	62850		200	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0060	DL FMB INC RENTALS LLC		13377 LITTLE GEM CIR		FORT MYERS	FL	33913		3320	SHELL MOUND BLVD		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0070	BOUNO EDDIE JAY &		311 DAYLAND RD		FORT MYERS BEACH	FL	33931		3324	SHELL MOUND BLVD		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0010	NACCARATO CARMELO + FRANCA		3220 PINE CONE CT		MILFORD	MA	45881		152/154	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.001A	MACKIE DEAN ETHAN + LYNDIE		180 MADISON CT		FORT MYERS BEACH	FL	33931		180	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.001B	KRAITZKE MERLE A TR		13590 ISLANDVIEW DR		ELK RIVER	MA	55330		180	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.002A	JOHNSON C L + MARY SUSAN		589 MADISON CT		FORT MYERS BEACH	FL	33931		171/181	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0040	NACCARATO CARMELO + FRANCA		3220 PINE CONE CT		MILFORD	MA	45881		148/150	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0050	ASHBY ERIC		6000 SW 46TH ST		MIAMI	FL	33155		144/146	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0080	ATC FRANKLIN STREET LLC		34 CHILTERN HILL DR		WORCESTER	MA	1802		140/142	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0070	KATT SUZANNE		138 MADISON CT		FORT MYERS BEACH	FL	33931		136/138	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0090	TARGET KATHLEEN A		119 N 33RD AVE		LONGPORT	NJ	8403		132/134	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0110	CLARK MICHAEL & ANDREA		8919 CARILLON ESTATES WAY		FORT MYERS	FL	33912		130	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0110	NEMECKAY CHARLES P & GAIL M TR		6282 SUN VALLEY PKWY		OREGON	WI	53575		128	MADISON CT		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0180	DSBS LLC	STEVE BOGE	26201 HICKORY BLVD		DONITA SPRINGS	FL	34134		121	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0170	DSBS LLC	STEVE BOGE	26201 HICKORY BLVD		DONITA SPRINGS	FL	34134		123/125	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0180	FOSTERARD JAMES		22 11TH ST		SALISBURY	MA	1932		127	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0190	MILLER GREGORY M TR		133 WASHINGTON AVE		FORT MYERS BEACH	FL	33931		133	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.023A	EMBS PETER M		2200 EDGEWOOD LN		OSHKOSH	WI	54004		139	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0210	SULLIVAN MARK A &		145 WASHINGTON AVE		FORT MYERS BEACH	FL	33931		145	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0220	DSRAM BEACH FELIX HOLIDAY INC		1323 CAPE CORAL PKWY E STE B		CAPE CORAL	FL	33904		143	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0230	WENSTOCK ERIC J TR		10339 ZURICH ST		HOLLYWOOD	FL	33026		158	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.023A	DOYLE GEOFFREY C TR		20505 ABRAMS CT		BROOKSVILLE	MD	20833		161	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.001A	BAILEY KEVIN K TR		4100 BOWLING ST SW		CEDAR RAPIDS	IA	52404		185	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.001B	BLANK KIRK HOWARD &		50618 COBURN RIDGE LN		GRANGER	IN	46530		188	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.001C	TORRENCE JAMES A + KATHERINE M		180 WASHINGTON AVE		FORT MYERS BEACH	FL	33931		180	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.001D	NATHANSON BRIAN		1210 IRVING AVE		LEHIGH ACRES	FL	33772		170	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.003A	MURPHY LYDIA GAIL +		185 JEFFERSON ST		FORT MYERS BEACH	FL	33931		185	JEFFERSON ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.003B	CERECEDA ANITA T		185 JEFFERSON ST		FORT MYERS BEACH	FL	33931		185	JEFFERSON ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0050	SHERON MARY FAYE + RICHARD D		6803RD SIDE RD 19 RRI		KIMBERLEY	ON	NOC 100 CANADA		180	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0080	MELLOTT WENDE J		156 WASHINGTON AVE		FORT MYERS BEACH	FL	33931		156	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0070	ROMULO NICHOLAS D + DONNA J		150 WASHINGTON AVE		FORT MYERS BEACH	FL	33931		150	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0080	POWERS PATRICIA		142 WASHINGTON AVE		FORT MYERS BEACH	FL	33931		142	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0080	KOHLER LEO C + KAREN L		134 WASHINGTON AVE		FORT MYERS BEACH	FL	33931		134	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0100	LODOMICO HEATHER M +		130 WASHINGTON AVE		FORT MYERS BEACH	FL	33931		130	WASHINGTON AVE		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0200	MORAN EDWARD G		131 JEFFERSON ST		FORT MYERS BEACH	FL	33931		131/133	JEFFERSON ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0210	HUSS MAUREEN B		141 JEFFERSON ST		FORT MYERS BEACH	FL	33931		141	JEFFERSON ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0220	SCHROEDER JON R JR &		1513 CANFIELD LN		MAPLETA	GA	30068		145	JEFFERSON ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.0230	WILLIAMS JEFFERY L & NANNETTE		165 JEFFERSON ST		FORT MYERS BEACH	FL	33931		155	JEFFERSON ST		FORT MYERS BEACH	33931
29-45-24-W1-0020A.023A	PHILIPS TANNY		1718 SE 30TH ST		CAPE CORAL	FL	33904		165	JEFFERSON ST		FORT MYERS BEACH	33931

[illegible]

OLSON ERIC J +
245 MADISON CT
FORT MYERS BEACH FL 33931

CORONIS DAWN
197 MADISON CT
FORT MYERS BEACH FL 33931

HILLIARD JAMES R +
193 MADISON CT
FORT MYERS BEACH FL 33931

MARTIN JANICE M +
94 ADAIR DR
BRICK NJ 08723

SAINT-JACQUES CHRISTEL TR
17900 N RIVER RD
ALVA FL 33920

WINTER PHILIP G
PO BOX 156
FORT MYERS BEACH FL 33931

KHAN VANESSA
1721 NE 12TH ST
CAPE CORAL FL 33909

ENGSTROM STEVEN EUGENE
130 EUCALYPTUS CT
FORT MYERS BEACH FL 33931

MCCARTHY JOHN E
132 EUCALYPTUS CT
FORT MYERS BEACH FL 33931

CONTE STACEY
136 EUCALYPTUS CT
FORT MYERS BEACH FL 33931

THEISEN M SUSAN
150 EUCALYPTUS CT
FORT MYERS BEACH FL 33931

JOHNSON LISA A &
182 EUCALYPTUS CT
FORT MYERS BEACH FL 33931

FETTERMAN NEIL R &
380 HURST DR
BAY VILLAGE OH 44140

BUSCHBACHER MARYALICE
3190 SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

DIKE PAUL EDWARD &
PO BOX 673
EAGLE CO 81631

DONOGHUE CAROL + BRAIN
256 OSTEGO DR
FORT MYERS BEACH FL 33931

MORRIS GEORGE S & ANNE R
159 COMPO RD S
WESTPORT CT 06880

REDENIUS JOSHUA R
135 EUCALYPTUS CT
FORT MYERS BEACH FL 33931

MCCULLOUGH J MORLEY &
661 TURTLE BAY BLVD
ENNISMORE ON KOL 1TO
CANADA

LTE 4060 LLC
2200 CR C W STE 2205
ROSEVILLE MN 55113

TITLETOWN FMB LLC
PO BOX 6974
FORT MYERS BEACH FL 33932

BELGER RANDALL J + BEVERLY M
7913 BUCCANEER DR
FORT MYERS BEACH FL 33931

KAUTH DIANA TR
122 VOORHIS ST
FORT MYERS BEACH FL 33931

LONG STEVE A + ANN M
130 VOORHIS ST
FORT MYERS BEACH FL 33931

SELLEY JEREMY + VICTORIA
2821 LAKEVIEW DR
SEBRING FL 33870

WATERS KRISTIN
131 LONGFELLOW RD
WORCESTER MA 01602

ELLIOTT KATHLEEN J TR
1401 ROCHESTER AVE
IOWA CITY IA 52245

ALLISON ROBERT L &
3001 W WATERS AVE
TAMPA FL 33614

BERTOLO DAVID A
113 EUCALYPTUS CT UNIT 15
FORT MYERS BEACH FL 33931

KENT PROPERTIES LLC
3226 HILLTOP RD
SPRINGFIELD IL 62712

VOKAC BILLIE JEAN
108 VOORHIS ST
FORT MYERS BEACH FL 33931

CUSSON CHARLES E TR
110/112 VOORHIS ST
FORT MYERS BEACH FL 33931

WALDRON ROBERT L + REBECCA A
143 BAY MAR DR
FORT MYERS BEACH FL 33931

WALDRON ROBERT L + REBECCA A
141 MADISON CT
FORT MYERS BEACH FL 33931

NIGH NICK E & KIMBERLY
7300 TOWNSHIP RD
FINDLAY OH 45840

CANTLON KATHERINE T +
131 MADISON CT
FORT MYERS BEACH FL 33931

ORVIS ROBERT M + MARY H
116 EUCALYPTUS CT
FORT MYERS BEACH FL 33931

EVANSON D M + SUE A
15830 LAKE CANDLEWOOD DR
FORT MYERS FL 33908

COLOME REAL ESTATE LLC
3176 S CATHAY CIR
AURORA CO 80013

MCKENZIE JAMES R & LISA B
3302 SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

KOPIDLANSKY VICTOR R &
494 WASHINGTON CT
FORT MYERS BEACH FL 33931

COLCLASURE DANLE K + JAMIE LEE
20 JONES PL
JACKSONVILLE IL 62650

BOLING EDDIE JAY &
311 BAYLAND RD
FORT MYERS BEACH FL 33931

MACKEY DEAN ETHAN & LYNZIE
190 MADISON CT
FORT MYERS BEACH FL 33931

JOHNSON C L + MARY SUSAN
369 MADISON CT
FORT MYERS BEACH FL 33931

ASHBY ERIC
6000 SW 46TH ST
MIAMI FL 33155

KATT SUZANNE
136 MADISON CT
FORT MYERS BEACH FL 33931

CLARK MICHAEL & ANDREA
8919 CARILLON ESTATES WAY
FORT MYERS FL 33912

DSSB LLC
STEVE BOGE
26201 HICKORY BLVD
BONITA SPRINGS FL 34134

FODERARO JAMES
22 11TH ST
SALISBURY MA 01952

MAYHER PETER
3312 SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

DL FMB KC RENTALS LLC
13387 LITTLE GEM CIR
FORT MYERS FL 33913

NACCARATO CARMELO + FRANCA
3220 PINE CONE CT
MILFORD MI 48381

KRATZKE MERLE A TR
13590 ISLANDVIEW DR
ELK RIVER MN 55330

NACCARATO CARMELO + FRANCA
3220 PINE CONE CT
MILFORD MI 48381

ATC FRANKLIN STREET LLC
34 CHILTERN HILL DR
WORCESTER MA 01602

TANGERT KATHLEEN A
119 N 33RD AVE
LONGPORT NJ 08403

NEMECKAY CHARLES P & GAIL M TR
6282 SUN VALLEY PKWY
OREGON WI 53575

DSSB LLC
STEVE BOGE
26201 HICKORY BLVD
BONITA SPRINGS FL 34134

MILLER GREGORY M TR
133 WASHINGTON AVE
FORT MYERS BEACH FL 33931

EMBS PETER M
2200 EDGEWOOD LN
OSHKOSH WI 54904

SULLIVAN MARK A &
145 WASHINGTON AVE
FORT MYERS BEACH FL 33931

DREAM BEACH FELIX HOLIDAY INC
1323 CAPE CORAL PKWY E STE B
CAPE CORAL FL 33904

WEINSTOCK ERIC J TR
10539 ZURICH ST
HOLLYWOOD FL 33026

DOYLE GEOFFREY C TR
20505 ABRAMS CT
BROOKEVILLE MD 20833

BAILEY KEVIN K TR
4100 BOWLING ST SW
CEDAR RAPIDS IA 52404

BLANK KIRK HOWARD &
50819 COBUS RIDGE LN
GRANGER IN 46530

TORRENCE JAMES A + KATHERINE M
180 WASHINGTON AVE
FORT MYERS BEACH FL 33931

NATHANSON BRIAN
1210 IRVING AVE
LEHIGH ACRES FL 33972

MURPHIE LYDIA GAIL +
195 JEFFERSON ST
FORT MYERS BEACH FL 33931

CERECEDA ANITA T
185 JEFFERSON ST
FORT MYERS BEACH FL 33931

SHERKIN MARY FAYE + RICHARD B
686396 SIDE RD 19 RR1
KIMBERLEY ON N0C 1G0
CANADA

MELLOTT WENDE J
156 WASHINGTON AVE
FORT MYERS BEACH FL 33931

ROMILIO NICHOLAS D + DONNA J
150 WASHINGTON AVE
FORT MYERS BEACH FL 33931

POWERS PATRICIA
142 WASHINGTON AVE
FORT MYERS BEACH FL 33931

KOHLER LEO C + KAREN L
134 WASHINGTON AVE
FORT MYERS BEACH FL 33931

LODOVICO HEATHER M +
130 WASHINTON AVE
FORT MYERS BEACH FL 33931

MORAN EDWARD G
131 JEFFERSON ST
FORT MYERS BEACH FL 33931

HUSS MAUREEN B
141 JEFFERSON ST
FORT MYERS BEACH FL 33931

SCHROEDER JON R JR &
1513 CANFIELD LN
MARIETTA GA 30066

WILLIAMS JEFFERY L & NANNETTE
155 JEFFERSON ST
FORT MYERS BEACH FL 33931

PHELPS TAMMY
1718 SE 39TH ST
CAPE CORAL FL 33904

TESTA VIRGINIA TR
3377 SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

CROWL BRIAN G TR
836 DODANE RD
FORT WAYNE IN 46819

PALKO GEORGE + JANET
331 WASHINGTON CT
FORT MYERS BEACH FL 33931

UNDERHILL ZOE ANN
3121 SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

EROSHEVICH RICHARD & TAWNIA
3191 SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

HALL WAYNE E + MARILYN L
PO BOX 252
PARRY SOUND ON P2A 2X4
CANADA

GILLAN JOHN P & MICHELLE M
31 MARLYMAE WAY
PEMBROKE MA 02359

SANDY GETAWAY GROUP LLC
27892 GREENWOOD DR
ADEL IA 50003

SANDY GETAWAY GROUP LLC
27892 GREENWOOD DR
ADEL IA 50003

EBER MARK R &
1509 NEAR THICKET LN
LUTHERVILLE MD 21093

FALETTO JON STEVEN &
333 MADISON CT
FORT MYERS BEACH FL 33931

BRADY THOMAS D & SALLY E
339 MADISON CT
FORT MYERS BEACH FL 33931

HILL BARBARA ANDERSON TR
340 MADISON CT
FORT MYERS BEACH FL 33931

RUDASILL MARY C TR
330 MADISON CT
FORT MYERS BEACH FL 33931

FERGUSON BOBBY D & PATTY S
38 LAKE TOP CT
SAINT CHARLES MO 63301

MOORE MICHAEL D + PAMELA D
310 MADISON CT
FORT MYERS BEACH FL 33931

LONG STEPHEN A + ANN M
110 ARROWHEAD CT
CARLISLE KY 40311

DEPAOLO FRANK W +
19011 SAN CARLOS BLVD UNIT 1
FORT MYERS BEACH FL 33931

HANSEN DAVID E SR & PAULA R
PO BOX 968
LEBANON MO 65536

GROSSMAN PAUL A + SUE
360 DONORA BLVD
FORT MYERS BEACH FL 33931

MCKNIGHT ALEXANDER + JOYCE
350 DONORA BLVD
FORT MYERS BEACH FL 33931

OTTO MICHAEL D TR
317 N BROWN RD
BAY PORT MI 48720

MALE CHARLES B + SOPHIA H
338 DONORA BLVD
FORT MYERS BEACH FL 33931

NOBLE JONATHAN
35 AVE ADRIEN MOISANT
CHATOU 78400
FRANCE

BRADLEY MICHELE
330 DONORA BLVD
FORT MYERS BEACH FL 33931

WHITEFIELD CAROL +
PO BOX 6974
FORT MYERS BEACH FL 33932

REYES IVONNE
1932 NE 5TH ST
CAPE CORAL FL 33909

YELLE ANDREW F + TINA M
315 DONORA BLVD
FORT MYERS BEACH FL 33931

PHELPS TAMMY + NATHAN
1718 SE 39TH ST
CAPE CORAL FL 33904

PANARELLI CARLO
467 OAK ST
SHREWSBURY MA 01545

PHILLIPS TIMOTHY E
4678 BROADVIEW RD
RICHFIELD OH 44286

OIDERMA T PETE + DONNA W L/E
300 DONORA BLVD
FORT MYERS BEACH FL 33931

OIDERMA T PETE + DONNA W TR
300 DONORA BLVD
FORT MYERS BEACH FL 33931

BOBACK DENNIS C + SUSAN A
280 DONORA BLVD
FORT MYERS BEACH FL 33931

NASH ERNEST E + EVELYN M
270 KINGS RD
MADISON NJ 07940

CLARK PAUL GORDON
828 NORTH SHORE DRIVE
GLEN BURNIE MD 21060

BRYCE MARTIN C + MARY A
3061 SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

FINDERSON JAMES D + KATHLEEN G
3071 SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

PERRY ROBERT J
366 ANDREW CRES
PO BOX 1105
BELLE RIVER ON N0R 1A0
CANADA

CASALE RALPH + MARIA
541 OTTO PL
PARAMUS NJ 07653

RATCLIFF ROBERT D &
121 VOORHIS ST
FORT MYERS BEACH FL 33931

VANCE HERBER G + NORMA L TR
ANGELA RUSSELL
5961 MINK ST
MOUNT VERNON OH 43050

JACKSON FRANK A + KATHLEEN E +
1031 NATIONAL RD
WHEELING WV 26003

JACKSON FRANK A + KATHLEEN E +
1031 NATIONAL RD
WHEELING WV 26003

BUCK HERBERT J + CONSTANCE
5405 JAEGER RD
NAPLES FL 34109

DINON MARIE S L/E
3111 SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

STAROWICZ DANIEL
117 VOORHIS ST
FORT MYERS BEACH FL 33931

GULF WESTWIND CONDO
13611 MCGREGOR BLVD STE 6
FORT MYERS FL 33919

GILLESPIE JAMES R
1060 SIR FRANCIS CT
GALLATIN TN 37066

ALBINO GLORIA M TR
3045 ESTERO BLVD APT 34
FORT MYERS BEACH FL 33931



Town of Fort Myers Beach

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Case Number: VAR20210064

Case Name: 3240 Shell Mound Blvd, to allow accessory structure -pool – a 2-foot side and rear setback.

Applicant: Armand and Sarah McCormick

Location: 3240 Shell Mound Blvd

STRAP #: 29-46-24-W1-0020A.0340

Zoning: Residential Conservation (RC)

Request: The applicant is seeking variances from Sec. 34-1174(d)(1), to allow a pool side and rear setback reduction of 3 feet, resulting in a side a rear setback of 2 feet.

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

Notice is hereby given that the Local Planning Agency of the Town of Fort Myers Beach will hold a public hearing at a meeting beginning at **9:00 AM on September 14, 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.

On September 14th, the Local Planning Agency of Fort Myers Beach will review the case and make a recommendation to the Town Council on this matter. 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 18, 2021

Approve/Approve with Conditions/Denial VAR20210066 - 4969 Estero Blvd, to allow an accessory structure (pool) in front of a principal structure.

Why the action is necessary:

The Town's LDC requires accessory structures to be behind the front facade of a principal structure. In order to place the pool in the desired location, a variance to the required design standard is necessary. The LPA provides a recommendation to the Town Council.

What the action accomplishes:

Allows the pool to built in the proposed location, closer to the street right-of-way than the principal structure.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

LDC Sec 34-1174.(b) requires the location of an accessory structure to be no closer to the street than the principal structure. A variance is required in order to allow construction of the pool in the proposed location. The LPA provides a recommendation to the Town Council.

4. Submitter of Information:

5. Background:

The applicant is seeking to build a new pool forward of the principal structure. The subject property has two street frontages, Estero Boulevard and Madera Road. The placement of the existing residence does not leave enough room on the side or rear of the residence for the placement of a pool. The proposed location of the pool does not encroach into the required street setback. Staff and the LPA recommended approval with conditions (motion approved 5-0).

Attachments:

1. Resolution 21-53, re Pool Variance Request for 4969 Estero Blvd(127146714.1)-C
2. VAR20210066 - 4969 Estero Blvd - Staff Report
3. Variance Application and Documents - 4969 Estero (1)
4. 4969 Estero Blvd - VAR - Notice To Neighborys LPA and TC

Financial Impact:

6. Alternative Action

Deny

7. Management Recommendations:

Approve with conditions

8. **Recommended Approval:**

Kendra Rosa, Zoning Coordinator/Planner 1
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 10/12/2021
Approved - 10/14/2021
Approved - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

RESOLUTION NUMBER 21-53

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/DENYING VARIANCE 20210066 TO ALLOW AN ACCESSORY STRUCTURE POOL IN FRONT OF THE PRINCIPAL STRUCTURE, FOR THE PROPERTY LOCATED AT 4969 ESTERO BLVD; 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 Rosemary and Armando Barba are requesting a variance from Sec. 34-1174(b), to allow a pool forward of the principal structure, no closer than 30 feet to Estero Blvd right-of-way and no closer than the principal structure to Madera Road; and

WHEREAS, the STRAP number for the subject property is 28-46-24-W4-00400.0150

WHEREAS, the Property is located in the “Low Density” category of the Future Land Use Map of the Comprehensive Plan and the “Residential Single-Family” 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 September 14, 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 18, 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/did not meet its burden of proof that the requested Variance do meet the requirements of the Town Comprehensive Plan and LDC, and approving the Variance is in the best interest of the Town to approve. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties and public, the Town Council APPROVES/DENIES the Variance from Sec. 34-1174(b), to allow a pool forward of the principal structure.

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/are not 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/are not the result of actions of the Applicant taken after the adoption of the regulation in question.
- C. The variance is/is not 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/will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- E. The conditions or circumstances on the Property are/are not 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' Type B Buffer shall be constructed along all street frontages between the right-of-way and proposed pool.
- E. The variance shall only apply to the single-family home 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 _____ 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	_____
Bill Veach	_____
Jim Atterholt	_____

ADOPTED this 18th 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: VAR20210066

CASE NAME: 4969 Estero Blvd, to allow accessory structure - pool - in front of principle structure

LPA

HEARING DATE: September 14, 2021 at 9.00 AM

STAFF

RECOMMENDATION: Approve with original conditions

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

I. APPLICATION SUMMARY

Applicant/Owner: Rosemary and Armando Barba

Request: The applicant is seeking variances from LDC Sec. 34-1174.(b), to allow a pool and forward of the principal structure

Subject property: See attached site plan

Physical Address: 4969 Estero Blvd

STRAP #: 28-46-24-W4-00400.0150

FLU: Low Density

Zoning: Residential Single-Family (RS)

Adjacent zoning and land uses:

North:	RESIDENTIAL SINGLE-FAMILY (RS) Single-Family Home
South:	COMMERCIAL RESORT (CM) AND RESIDENTIAL MULTI-FAMILY (RM) Condominiums
East:	RESIDENTIAL SINGLE-FAMILY (RS) Single-Family Home
West:	REDIDENTIAL SINGLE-FAMILY (RS) AND RESIDENTIAL MULTI-FAMILY (RM) Single-Family Home and Condominiums

II. BACKGROUND AND ANALYSIS

Background:

Rosemary and Armando Barba, the applicants for 4969 Estero Blvd, are requesting a variance from the Town's Land Development Code (LDC). The Town's LDC Sec 34-1174.(b), establishes no accessory use, building or structure shall be located closer to a street right-of-way line or street easement than the principle building. The proposed project will meet all current setbacks.

The principal structure (home) was built in 1992, with building permits in 2002, 2004, and 2021. The current owners purchased the property in 2021.

Analysis:

The subject property has two street frontages, Estero Boulevard and Madera Road. The placement of the existing residence does not leave enough room on the side or rear of the residence for placement of a pool. The rear yard of the subject property is approximately 12 feet deep and the side yard to the north is approximately 20 feet wide. Therefore, the only option for placement of the pool is either the front yard that faces Estero Boulevard or the front yard facing Madero Road. Because of the placement of the existing residence, placement in the front yard along Madera Road would result in the need for variances to allow placement of the pool in both of the subject's front yards. The Madera Road frontage is largely developed with the driveway and walkway that leads to the house, pushing placement of the pool in the southeast corner, which places the pool in both front yards. Additionally, the front yard of Madera Road is only 28 feet deep making it difficult to place a pool and associated decking, and this location is less desirable as Madera Road functions as the front of the property and would reduce privacy.

Neighborhood Compatibility:

The variance will have no effect on surrounding properties. The subject property is well vegetated with mature growth along the rear property line and along the Estero Boulevard street frontage. The rear of the property abuts the side yard of the adjacent property to the west, which largely serves as a parking area for that property. There is no enclosure proposed for the pool, assuring no visual impacts to either of the street frontages. The placement of the pool as proposed will result in the addition of an accessory use that will offer privacy for users of the pool and will not impose any adverse impacts to surrounding properties.

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 is uniquely challenged being situated with two street frontages and narrow side and rear yards due to the orientation of the house. The placement of the existing residence results in the inability to place the accessory use in either the rear or side yard, leaving the only option for placement in one of the two front yards.

- 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 1992, prior to the Town adopted regulation prohibiting accessory structures forward of the primary structure. The current property owners acquired the property in 2021.

- 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 placement of the pool on the Estero Boulevard street side eliminates the need for an additional variance. The unique lot configuration of two street frontages, narrowness, and placement of the existing residence are not the result of actions of the applicant. The conditions of the subject property are commonplace on the beach, where many of the properties were constructed prior to the existing regulations and today's increased desire for private pools.

- 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 variance will not be injurious to surrounding properties or detrimental to public health, safety, and welfare. The requested variance is the minimal needed to allow for placement of a swimming pool at the only logical location on the subject property.

- 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 before the Town's Land Development Code and other building regulations were put in place.

III. RECOMMENDATION

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 VAR20210066, for the pool to be forward of the principal structure. As shown on site plan.

IV. CONDITIONS OF APPROVAL

1. *Approval of this variance does not give the developer an undeniable right to permit approval. Development or redevelopment of the subject property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and Land Development Code in effect at the time of permit approval, except as specifically modified herein.*
2. *A 10' Type B Buffer shall be constructed along all street frontages between the right-of-way and proposed pool.*
3. *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 – Site Plan

B – Complete Application

C – Letter to Adjacent Property Owners

**BARBA RESIDENCE
VARIANCE REQUEST**

RESUBMITTAL

4969 Estero Boulevard
Fort Myers Beach, Florida

STRAP# 28-46-24-W4-00400.0150

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: 4969 Estero Boulevard
STRAP Number: 28-46-24-W4-00400.0150
Applicant: Armando & Rosemary Barba Phone: 786-299-6129
Contact Name: Armando or Rosemary Barba Phone: 786-299-6129
Email: armando@barbapublicadjusters.com Fax: _____
Current Zoning District: RS
Future Land Use Map (FLUM) Category: Low Density
FLUM Density Range: 4 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*: Armando & Rosemary Barba Phone: 786-299-6129
**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: 16541 SW 153rd Place, Miami, FL 33187
Email: armando@barbapublicadjusters.com Fax: _____
Contact Name: Armando or Rosemary Barba Phone: 786-299-6129



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: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Armando & Rosemary Barba 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:

Description: _____

PART IV – Property Ownership

☒ Single Owner (individual or husband and wife)

Name: Armando & Rosemary Barba

Phone: 786-299-6129

Mailing Address: 16541 SW 153rd Place, Miami, FL 33187

Email Armando@barbapublicadjusters.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: 28-46-24-W4-00400.0150

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

Armando Barba

100%

Rosemary Barba

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



Armando Barba

Printed Name

Rosemary Barba

PROJECT NUMBER:

DATE:

STATE OF FLORIDA)
COUNTY OF LEE)

Subscribed and sworn to (or affirmed) before me this 25th day of June,
20 21, by Armando Barba and Rosemary Barba.



Stephanie Orjales
Commission # GG307108
Expires: February 28, 2023
Bonded Thru Aaron Notary
(SEAL)

Stephanie Orjales
Notary Public Signature

Stephanie Orjales
Notary Printed Name

Personally Known ☒ or Produced Identification ☐

Type of Identification Produced: _____ My Commission Expires: 2/28/23

PART V – Property Information

A. Legal Description:

STRAP: 28-46-24-W4-00400.0150

Property Address: 4969 Estero Boulevard

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: Bayland Heights

Book: 11 Page: 48 Unit: _____ Block: _____ Lot(s): 15

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 68.7+/- feet
Depth (please provide an average width if irregular in shape) 135+/- feet
Frontage on street: 68+/- & 135+/- feet. Frontage on waterbody: 0 feet
Total land area: 0.2+/- [X] acres ☐ square feet

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

Approximately 2.5 miles east of the San Carlos Pass Bridge, 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:

- | | |
|--|--|
| ☐ 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, Armando and Rosemary Barba 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.

C. Bal RBal
Signature of owner or authorized agent

06/25/21
Date

STATE OF FLORIDA)
COUNTY OF LEE)

Subscribed and sworn to (or affirmed) before me this 25th day of June,
2021, by Armando Barba and Rosemary Barba.



Stephanie Orjales
Commission # GG307103
Expires: February 28, 2025
(SE) Bonded Thru Aaron Notary

Stephanie Orjales
Notary Public Signature

Stephanie Orjales
Notary Printed Name

Personally Known ☒ or Produced Identification ☐

Type of Identification Produced: _____ My Commission Expires: 2/28/23



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: Barba Pool Variance
Authorized Applicant: Rosemary & Armando Barba
LeePA STRAP Number: 28-46-24-W4-00400.0150

Current Property Status:	
Current Zoning: RS	
Future Land Use Map (FLUM) Category: Low Density	
Comp Plan Density: 4 du/acre	Platted Overlay? ☐ Yes ☒ No

Variance is requested from:

LDC Section Number

Title of Section or Subsection

34-1174(b)	Location and Setbacks (Accessory Uses)

Complete the narrative statements below for EACH variance requested.



Case # _____ Date Received: _____

PART I
Narrative Statements

Request for variance from 34-1174(b) (LDC Section number)

Explain the specific regulation contained in this section from which relief is sought:

This section does not allow for an accessory use to be placed closer to the street than the principal building. The applicant is requesting placement of a proposed in-ground swimming pool to be located forward of the existing residence. The pool will conform to the required building setbacks established for the RS zoning district.

Reasons for request

Explain why the variance is needed:

See narrative.



Case # _____ Date Received: _____

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.



Case # _____ Date Received: _____

Explain how the property qualifies for a variance. Direct this explanation to the guidelines for decision-making in LDC Section 34-87.

See narrative.

BARBA POOL VARIANCE 4969 ESTERO BOULEVARD

NARRATIVE

The applicants are seeking approval of a variance for placement of a swimming pool in a front yard. The property is located at 4969 Estero Boulevard. It is bound to the east by Madera Road, Estero Boulevard to the south and abuts two developed residential properties to the north and west. The variance requested is applicable to LDC Section 34-1174(b), which does not allow for an accessory use to be placed closer to the street than the principal building.

Explain Why the Variance is Needed:

The subject property has two street frontages, Estero Boulevard and Madera Road. The placement of the existing residence does not leave enough room on the side or rear of the residence for placement of a pool. The rear yard of the subject property is approximately 12 feet deep and the side yard to the north is approximately 20 feet wide. Therefore, the only option for placement of the pool is either the front yard that faces Estero Boulevard or the front yard facing Madero Road. Because of the placement of the existing residence, placement in the front yard along Madera Road would result in the need for variances to allow placement of the pool in both of the subject front yards. The Madera Road frontage is largely developed with the driveway and walkway that leads to the house, pushing placement of the pool in the southeast corner, which places the pool in both front yards. Additionally, the front yard of Madera Road is only 28 feet deep making it difficult to place a pool and associated decking, and this location is less desirable as Madera Road functions as the front of the property and would reduce privacy.

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

The variance will have no effect on surrounding properties. The subject property is well-vegetated with mature growth along the rear property line and along the Estero Boulevard street frontage. The rear of the property abuts the side yard of the adjacent property to the west, which largely serves as a parking area for that property. There is no enclosure proposed for the pool, assuring no visual impacts to either of the street frontages. The placement of the pool as proposed will result in the addition of an accessory use that will offer privacy for users of the pool, and will not impose any adverse impacts to surrounding properties.

Explain the Hardship that Justifies Relieve from the Regulation:

While the address of the property is Estero Boulevard, the house is oriented toward Madera Road which functions as the front of the house. Because of the small width of the side and rear yards and the only remaining are both front yards, the only choice for pool placement is a front yard. The Madera Road frontage is not adequate in depth for pool placement without requiring an exception to the front yard setback. Additionally, it is the less desirable location as this frontage functions as the front of the house. If placement of the pool were preferred along the Madera Road frontage, two variances would be necessary - one for placement of an accessory use in the front yard and one for a reduced front yard setback. The only location for the pool accessory is on the south side of the house, where adequate space is available for placement without encroachment into the required front or rear yards. It is also the most logical location regardless of the street frontage, as this area of the property abuts the side of the house and functions as a side yard.

While the property has significant depth, based on the house orientation, it is shallow in width, resulting in very little rear yard. The placement of the house results in a narrow side yard

(approximately 20 feet) along the north side of the property and is not adequate to construct a pool and associated decking. As a result, the only adequate area for the pool is the Estero Boulevard front yard. The applicant has limited the pool size to ensure compliance with the front and rear setbacks of the RC zone, which will be more than adequately accommodated. It has been situated away from the intersection of Estero Boulevard and Madero Road to minimize intrusion onto the public streets and to afford the residents maximum privacy.

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

The property is uniquely challenged being situated with two street frontages and narrow side and rear yards due to the orientation of the house. The placement of the existing residence results in the inability to place the accessory use in either the rear or side yard, leaving the only option for placement in one of the two front yards. The placement of the pool on the Estero Boulevard street side eliminates the need for an additional variance. The unique lot configuration of two street frontages, narrowness, and placement of the existing residence are not the result of actions of the applicant. The conditions of the subject property are commonplace on the beach, where many of the properties were constructed prior to the existing regulations and today's increased desire for private pools.

The granting of the variance will not be injurious to surrounding properties or detrimental to public health, safety and welfare. The requested variance is the minimal needed to allow for placement of a swimming pool at the only logical location on the subject property.

This aerial map displays the BARBA RESIDENCE area in San Diego. The map shows a grid of property lots, each labeled with a unique identifier. The highlighted lot, 00400 0150, is located in the center of the map. Surrounding streets include BAYLAND RD, MADERA RD, GLENVIEW MANOR DR, WILLIAMS DR, COMPASS LN, and ESTERO BLVD. The map also shows various other lots and their identifiers, such as 00001 0040, 0010A 0070, 0010A 0080, 0010A 0100, 0010A 0110, 0010A 0120, 00400 0090, 00400 0100, 00400 0110, 00400 0120, 00400 0130, 00400 0140, 00400 0150, 00500 0110, 00500 0120, 00500 0130, 00500 0140, 00500 0150, 00500 0160, 00500 0170, 00500 0180, 00500 0190, 00500 0200, 00500 0210, 00500 0220, 00500 0230, 00500 0240, 00500 0250, 00500 0260, 00500 0270, 00500 0280, 00500 0290, 00500 0300, 00500 0310, 00500 0320, 00500 0330, 00500 0340, 00500 0350, 00500 0360, 00500 0370, 00500 0380, 00500 0390, 00500 0400, 00500 0410, 00500 0420, 00500 0430, 00500 0440, 00500 0450, 00500 0460, 00500 0470, 00500 0480, 00500 0490, 00500 0500, 00500 0510, 00500 0520, 00500 0530, 00500 0540, 00500 0550, 00500 0560, 00500 0570, 00500 0580, 00500 0590, 00500 0600, 00500 0610, 00500 0620, 00500 0630, 00500 0640, 00500 0650, 00500 0660, 00500 0670, 00500 0680, 00500 0690, 00500 0700, 00500 0710, 00500 0720, 00500 0730, 00500 0740, 00500 0750, 00500 0760, 00500 0770, 00500 0780, 00500 0790, 00500 0800, 00500 0810, 00500 0820, 00500 0830, 00500 0840, 00500 0850, 00500 0860, 00500 0870, 00500 0880, 00500 0890, 00500 0900, 00500 0910, 00500 0920, 00500 0930, 00500 0940, 00500 0950, 00500 0960, 00500 0970, 00500 0980, 00500 0990, 00500 1000, 00500 1010, 00500 1020, 00500 1030, 00500 1040, 00500 1050, 00500 1060, 00500 1070, 00500 1080, 00500 1090, 00500 1100, 00500 1110, 00500 1120, 00500 1130, 00500 1140, 00500 1150, 00500 1160, 00500 1170, 00500 1180, 00500 1190, 00500 1200, 00500 1210, 00500 1220, 00500 1230, 00500 1240, 00500 1250, 00500 1260, 00500 1270, 00500 1280, 00500 1290, 00500 1300, 00500 1310, 00500 1320, 00500 1330, 00500 1340, 00500 1350, 00500 1360, 00500 1370, 00500 1380, 00500 1390, 00500 1400, 00500 1410, 00500 1420, 00500 1430, 00500 1440, 00500 1450, 00500 1460, 00500 1470, 00500 1480, 00500 1490, 00500 1500, 00500 1510, 00500 1520, 00500 1530, 00500 1540, 00500 1550, 00500 1560, 00500 1570, 00500 1580, 00500 1590, 00500 1600, 00500 1610, 00500 1620, 00500 1630, 00500 1640, 00500 1650, 00500 1660, 00500 1670, 00500 1680, 00500 1690, 00500 1700, 00500 1710, 00500 1720, 00500 1730, 00500 1740, 00500 1750, 00500 1760, 00500 1770, 00500 1780, 00500 1790, 00500 1800, 00500 1810, 00500 1820, 00500 1830, 00500 1840, 00500 1850, 00500 1860, 00500 1870, 00500 1880, 00500 1890, 00500 1900, 00500 1910, 00500 1920, 00500 1930, 00500 1940, 00500 1950, 00500 1960, 00500 1970, 00500 1980, 00500 1990, 00500 2000, 00500 2010, 00500 2020, 00500 2030, 00500 2040, 00500 2050, 00500 2060, 00500 2070, 00500 2080, 00500 2090, 00500 2100, 00500 2110, 00500 2120, 00500 2130, 00500 2140, 00500 2150, 00500 2160, 00500 2170, 00500 2180, 00500 2190, 00500 2200, 00500 2210, 00500 2220, 00500 2230, 00500 2240, 00500 2250, 00500 2260, 00500 2270, 00500 2280, 00500 2290, 00500 2300, 00500 2310, 00500 2320, 00500 2330, 00500 2340, 00500 2350, 00500 2360, 00500 2370, 00500 2380, 00500 2390, 00500 2400, 00500 2410, 00500 2420, 00500 2430, 00500 2440, 00500 2450, 00500 2460, 00500 2470, 00500 2480, 00500 2490, 00500 2500, 00500 2510, 00500 2520, 00500 2530, 00500 2540, 00500 2550, 00500 2560, 00500 2570, 00500 2580, 00500 2590, 00500 2600, 00500 2610, 00500 2620, 00500 2630, 00500 2640, 00500 2650, 00500 2660, 00500 2670, 00500 2680, 00500 2690, 00500 2700, 00500 2710, 00500 2720, 00500 2730, 00500 2740, 00500 2750, 00500 2760, 00500 2770, 00500 2780, 00500 2790, 00500 2800, 00500 2810, 00500 2820, 00500 2830, 00500 2840, 00500 2850, 00500 2860, 00500 2870, 00500 2880, 00500 2890, 00500 2900, 00500 2910, 00500 2920, 00500 2930, 00500 2940, 00500 2950, 00500 2960, 00500 2970, 00500 2980, 00500 2990, 00500 3000, 00500 3010, 00500 3020, 00500 3030, 00500 3040, 00500 3050, 00500 3060, 00500 3070, 00500 3080, 00500 3090, 00500 3100, 00500 3110, 00500 3120, 00500 3130, 00500 3140, 00500 3150, 00500 3160, 00500 3170, 00500 3180, 00500 3190, 00500 3200, 00500 3210, 0050

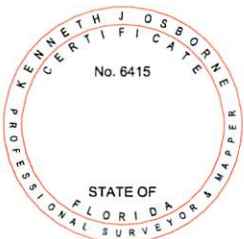
1:1,495

Other Roads

Page 280 of 478

SCALE
1"=30'

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.



SURVEYORS CERTIFICATE

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

Kenneth
Osborne

Digitally signed by
Kenneth Osborne
Date: 2021.01.07
10:21:42 -05'00'

PAGE 2 OF 2 PAGES
(NOT COMPLETE WITHOUT PAGE 1)



TARGET
SURVEYING, LLC

LB #7893

SERVING FLORIDA

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407

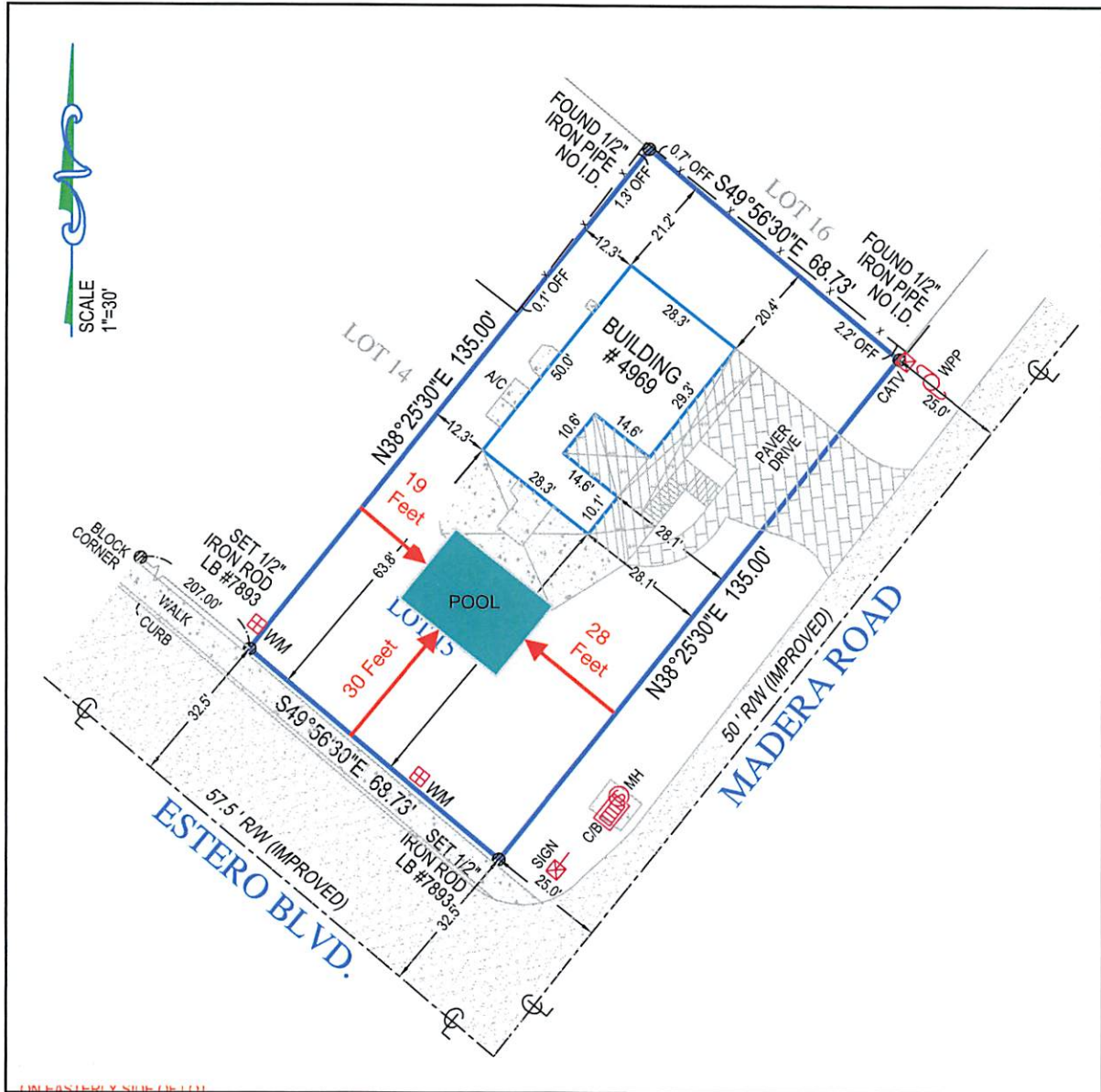
PHONE (561) 640-4800

STATEWIDE PHONE (800) 226-4807

STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>

(SIGNED)

KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415



4969 ESTERO BOULEVARD

**BARBA RESIDENCE
POOL VARIANCE**

variancodist													
Date: 8/28/2021 12:00:00 AM - List Size: 181													
STRAIP	OwnerName	OwnerName2	MailAddress	MailAddress2	MailCity	MailState	MailZip	MailCountry	StaNumber	Street	StaLine	StaCity	StaZip
28-48-24-WA-00401.0160	BARSA APARNDO J & E		16341 SW 133RD PL		MIAMI	FL	33187		4808	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-00203.0010	SCOROPAD ALAN & E		1 GLENVIEW MANOR DR		FORT MYERS BEACH	FL	33631		1	GLENVIEW MANOR DR		FORT MYERS BEACH	33631
28-48-24-WA-00203.0020	GREY JOHN M & PATRICIA TR		2 GLENVIEW MANOR DR		FORT MYERS BEACH	FL	33631		2	GLENVIEW MANOR DR		FORT MYERS BEACH	33631
28-48-24-WA-00203.0030	GLENVIEW MANOR HOMEOWNERS		10 GLENVIEW MANOR DR		FORT MYERS BEACH	FL	33631			GLENVIEW MANOR C/D		FORT MYERS BEACH	33631
28-48-24-WA-00203.0040	ALL FUTURE OWNERS OF LANDS		ESTERO BLVD		FORT MYERS BEACH	FL	33631			PUBLIC WALKWAYS C/D		FORT MYERS BEACH	33631
28-48-24-WA-00203.0100	ALL FUTURE OWNERS OF LANDS		ESTERO BLVD		FORT MYERS BEACH	FL	33631			ALL FUTURE OWNERS OF LAND C/D		FORT MYERS BEACH	33631
28-48-24-WA-0010A.0010	WHITMORE ROY C TR		58 MADISON AVE		ATHENS	OH	45701		4831	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0010A.0020	EQUITY TRUST COMPANY		3590 E ROBINSON RD #236		ANNARST	NY	14229		4843/4847	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0010A.0030	SHUPE JACQUELINE J		5381 MANOR RD SE		PRIOR LAKE	IN	46372		4841	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0010A.0040	PAINE JOSEPH C & KAREN M		4839 ESTERO BLVD		FORT MYERS BEACH	FL	33631		4839	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0010A.0050	MOR BEACH PROPERTIES LLC		8917 US 30 E		GREEDVILLE	OH	45331		4905	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0010A.0060	LETTERMAN LOWME W TR		4830 CORAL RD		FORT MYERS BEACH	FL	33631		4830	CORAL RD		FORT MYERS BEACH	33631
28-48-24-WA-0010A.0100	SCHLUTTMAN DAVID & CHER		4830 CORAL RD		FORT MYERS BEACH	FL	33631		4830	CORAL RD		FORT MYERS BEACH	33631
28-48-24-WA-0010A.0110	LETTERMAN NANCY J TR		4870 CORAL RD		FORT MYERS BEACH	FL	33631		4870	CORAL RD		FORT MYERS BEACH	33631
28-48-24-WA-0010A.0120	BOLAND ED &		311 BAYLAND RD		FORT MYERS BEACH	FL	33631		311	BAYLAND RD		FORT MYERS BEACH	33631
28-48-24-WA-0010B.0010	HOMBERGER NANCY S TR		313 BAYLAND RD		FORT MYERS BEACH	FL	33631		313	BAYLAND RD		FORT MYERS BEACH	33631
28-48-24-WA-0010B.0020	DAVID CYNTHIA M & KENNETH J		5357 ESTERO BLVD		FORT MYERS BEACH	FL	33631		4871	CORAL RD		FORT MYERS BEACH	33631
28-48-24-WA-0010B.0030	COLAND MATTHEW & MARY LORRI		409 ENGLISH LAKE DR		WINTER GARDEN	FL	34787		4841	CORAL RD		FORT MYERS BEACH	33631
28-48-24-WA-0010B.0040	COOK DONALD W &		4831 CORAL RD UNIT 33		FORT MYERS BEACH	FL	33631		4831	CORAL RD		FORT MYERS BEACH	33631
28-48-24-WA-0010B.0050	FLICK SONORA C		4821 CORAL RD		FORT MYERS BEACH	FL	33631		4821	CORAL RD		FORT MYERS BEACH	33631
28-48-24-WA-0010B.0060	EDAN TERENCE & DEBORAH		8601 W 132ND PL		CEDAR LAKE	IN	46303		4853	COOLINA RD		FORT MYERS BEACH	33631
28-48-24-WA-0010B.0110	GAZZILLONE JOHN JR		1413 SWINNEY PARK PL		FORT WAYNE	IN	46602		4870	COOLINA RD		FORT MYERS BEACH	33631
28-48-24-WA-0010B.0120	PYLE THOMAS R TR		4860 COOLINA RD		FORT MYERS BEACH	FL	33631		4860	COOLINA RD		FORT MYERS BEACH	33631
28-48-24-WA-0010C.0010	SHAWKINS CARLEEN J		315 BAYLAND RD		FORT MYERS BEACH	FL	33631		315	BAYLAND RD		FORT MYERS BEACH	33631
28-48-24-WA-0020A.0010	MORRISON LARRY K & KIM P		5103 WILLIAMS DR		FORT MYERS BEACH	FL	33631		5102	WILLIAMS DR		FORT MYERS BEACH	33631
28-48-24-WA-0020A.0020	SHEA JANACE MATHEWS		5117 ESTERO BLVD		FORT MYERS BEACH	FL	33631		5117	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0020B.0010	CHUGER JAMES &		5110 WILLIAMS DR		FORT MYERS BEACH	FL	33631		5110	WILLIAMS DR		FORT MYERS BEACH	33631
28-48-24-WA-0020B.0020	SCHWARTZ ROBERT E		5120 WILLIAMS DR		FORT MYERS BEACH	FL	33631		5120	WILLIAMS DR		FORT MYERS BEACH	33631
28-48-24-WA-0020B.0030	MORRISON LARRY K & KIM P		5100 WILLIAMS DR		FORT MYERS BEACH	FL	33631		5108	WILLIAMS DR		FORT MYERS BEACH	33631
28-48-24-WA-0030C.0030	MARX PHILIP CHARLES TR		478 PAVINE DR		AURORA	OH	44202		300	BAYLAND RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0030	DANIEL DONALD H & BARBARA A TR		330 BAYLAND RD		FORT MYERS BEACH	FL	33631		330	BAYLAND RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0070	CHLEMACHER LOS A TR		310 VASSAR AVE		ELYRIA	OH	44033		340	BAYLAND RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0080	MOORE KATHLEEN S &		330 BAYLAND RD		FORT MYERS BEACH	FL	33631		330	BAYLAND RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0090	NEDDO THOMAS A JR TR		320 BAYLAND RD		FORT MYERS BEACH	FL	33631		320	BAYLAND RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0100	TAQUE ARLYCE		310 BAYLAND RD		FORT MYERS BEACH	FL	33631		310	BAYLAND RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0110	ROBERTSON DONNA M TR		2828 SILVER LN NE		SAINT ANTHONY	NY	65421		300	BAYLAND RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0120	SCOGGIN DOUGLAS J & ROSEMARIE L		15 JULIANA DR		ASSISCON	NJ	8201		4901	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0130	RAVICH JEFFREY G & MARISEL B		4803 ESTERO BLVD		FORT MYERS BEACH	FL	33631		4903	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0140	YAZAKURNE CYNTHIA		PO BOX 5337		MAHAKALEE	FL	34143		4903	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0160	ROMANA JAMES F & DIANNE K		43603 POINT OF VIEW RD		CABLE	WI	54021		21750	MADERA RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0170	OHAN DAVID P & SUSAN M &		24 BAYVIEW BLVD		FORT MYERS BEACH	FL	33631		21720	MADERA RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0180	THOMAS BRYAN E TR		21710 MADERA RD		FORT MYERS BEACH	FL	33631		21710	MADERA RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0190	KLEN RUTHARD J JR & DONNA		21880 MADERA RD		FORT MYERS BEACH	FL	33631		21880	MADERA RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0200	BANER RICHARD S TR		4135 BEXLEY DR		BRIDGEFELD	WI	53045		21870	MADERA RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0210	MI FORMULA FIVE LLC		6365 WALNUT HILLS DR		BRIGHTON	MI	48116		21850	MADERA RD		FORT MYERS BEACH	33631
28-48-24-WA-0040C.0220	FROST JOHN L & AMANDA T		5000 OAKWOOD CT		COMMERCE TWP	MI	48382		21830	MADERA RD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	WAZNEY MARION L TR		38621 DODDS LNDR		WILLIAMSBOY	OH	44094		21831	MADERA RD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0100	WAZNEY JOHN L & MARION L		38621 DODDS LANDING		WILLIAMSBOY	OH	44094		21831	MADERA RD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0110	W1038 SANDSTONE AVE		W1038 SANDSTONE AVE		RPON	WI	54971		21871	MADERA RD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0120	SCAPT LLC		415 E 37TH ST APT 110		NEW YORK	NY	10018		21711	MADERA RD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0130	AND CURTIS J TR &		17281 LAKE BEACH DR		SPRING LAKE	MI	49458		5005	COMPASS LN		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0140	HARVEY MICHAEL H & JANE M		6015 COMPASS LN		FORT MYERS BEACH	FL	33631		5015	COMPASS LN		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0160	TWEEDER THOMAS A TR		6025 COMPASS LN		FORT MYERS BEACH	FL	33631		5025	COMPASS LN		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0180	PRATER WANDA M		5031 WILLIAMS DR		FORT MYERS BEACH	FL	33631		5031	WILLIAMS DR		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0190	WELTUS MARK A & DEBORAH A		3183 EDEN TRL		BRIGHTON	MI	48114		5037	WILLIAMS DR		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0190	ROCKLIN JAMES M & DAWN L		5043 WILLIAMS DR		FORT MYERS BEACH	FL	33631		5043	WILLIAMS DR		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	YACHTSMANS COVE HOMEOWNERS	CARRIE DOWNE	21811 MADERA RD		FORT MYERS BEACH	FL	33631			RIGHT OF WAY		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	YACHTSMANS COVE HOMEOWNERS	CARRIE DOWNE	21811 MADERA RD		FORT MYERS BEACH	FL	33631			SUMMERED		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	PORTER SOUTH CONDO		5000 ESTERO BLVD		FORT MYERS BEACH	FL	33631		5002	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	SAVOUGERS COVE CONDO	ASSOCIATION	5100 ESTERO BLVD		FORT MYERS BEACH	FL	33631		5102	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	ISLAND TOWERS CONDO		4800 ESTERO BLVD		FORT MYERS BEACH	FL	33631		4902	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0100	ISLAND TOWERS CONDO ASSOC INC	RAL PROPERTY MGMT ASSOCIATION	ATTN: JOHN SHAW	17810 SAN CARLOS BLVD	FORT MYERS BEACH	FL	33631		4300	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	SEASIDE CONDO		4770 ESTERO BLVD		FORT MYERS BEACH	FL	33631			SEASIDE CONDO C/D		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	KAHUUA BEACH CLUB CONDO		4850 ESTERO BLVD		FORT MYERS BEACH	FL	33631		4852	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	KAHUUA BEACH CLUB CONDO		4850 ESTERO BLVD		FORT MYERS BEACH	FL	33631		4850	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	KEY WEST COURTYARDS		7203 S 13TH ST SITE 101		OAK CREEK	WI	60194		248	KEY WEST CT		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	SOFT PLAINS OF FORT MYERS BEACH		4852 ESTERO BLVD		FORT MYERS BEACH	FL	33631			ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	S AND J RENTALS LLC		7800 RAMBER LANE N		MAPLE GROVE	MI	63111		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	VONHOFF ENTERPRISES LTD		131 N BARTON TRL		MADISON	IL	62010		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	SHEA LOUISE F		PO BOX 433		MADISON	CT	6443		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	GIORDANO ROBERT J & MELANIE A		27 CHELSEA DR		OAK RIDGE	NJ	7438		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	COLLESTONE CORREX M &		89 LASHMEORE COTTORNE		BUSSER	PA	19110 3P UNITED INC		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	ORINGTON PORTE SOUTH LLC		3224 GATESHEAD DR		NAPERVILLE	IL	60564		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	SAMBERS SUSAN VIRGINIA TR		8343 KARLBERG WAY		PARKLAND	FL	33078		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	THOMASSON DONNA J		10734 WAMERLY BLUFF WAY		JACKSONVILLE	FL	32223		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	COLBY OAK R		13 DELLSTONE AVE		WESTBROOK	CT	6408		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	SACKSSTOES BRENT A & AMY		5357 MEMORIAL RD		GERMANSVILLE	PA	18033		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	LANGE JOHN J & NANCY TR		418 HAWTHORNE AV		S MILWAUKEE	WI	53172		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	MEYERMAN RANDY H		11847 ISLAND AVE		MATLACHA	FL	33363		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	VICKERS JACK R & VIRGINIA R		6138 RICH CREEK VALLEY RD		PETERSTOWN	WV	24863		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	WINTER MARVIN & MARVELLE		3846 SHIRLEY PL		NORTH COLLINS	NY	14111		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	PIOTON JAMES J & ROBIN L		3208 ROYAL FOX DR		SAINT CHARLES	IL	60174		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	COOK WILLIAM E JR & NOREEN TR		1307 WALDEN DR		FORT MYERS	FL	33601		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	LOREN DUANE B TR		1788 RIBBON FAN LN		NAPLES	FL	34118		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	PARADISE ISLAND RESORT L P		9 UPPER RIDGE CT		MARYHAM	ON	L33 3W CANADA		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	ELLIOTT PATRINA S TR		3865 STATE ROAD 529 E		CARDINGTON	OH	43118		5000	ESTERO BLVD		FORT MYERS BEACH	33631
28-48-24-WA-0050C.0030	DIVORCHAK JAMES M		118511 WHITTINGHAM LANE E		HAPORVILLE	IL	60564	</					

28-44-34-W-0270-0-079	BLUE EARTH LOTION CO LLC	901 E 1ST ST	BOULDER, CO	80500	ESTIMOT BLVD	407	PORT WATERS BEACH	20831
28-44-34-W-0270-0-080	INCHES FOUNDRY CO	1000 LAMBLE AVE	LA JOLLA, CA	92037	LA JOLLA	407	PORT WATERS BEACH	20831
28-44-34-W-0270-0-081	178 LLC	1718 SHAW AVE	BOULDER, CO	80500	ESTIMOT BLVD	407	PORT WATERS BEACH	20831
28-44-34-W-0270-0-082	BOONBROTHER BLANK	111 WOODSTOCK RD	OLD BRANCOCK, CT	06183	OLD BRANCOCK	407	PORT WATERS BEACH	20831
28-44-34-W-0270-0-083	MOORE ROBERT J TR	1628 N WHEELER LN	SPRING LAKE, IA	51960	SPRING LAKE	600	PORT WATERS BEACH	20831
28-44-34-W-0270-0-084	FINNELL LLC	514 WILKESBORO DR	PORT COLLINS, CO	80528	PORT COLLINS	600	PORT WATERS BEACH	20831
28-44-34-W-0270-0-085	LA DON HERBERT DR LLC	2416 LAKESIDE AVE	MILFORD, IA	51531	MILFORD	600	PORT WATERS BEACH	20831
28-44-34-W-0270-0-086	LIV CHAVES T -	40 WATERS RD	HOCHSTETOWN, OH	44014	HOCHSTETOWN	5000	PORT WATERS BEACH	20831
28-44-34-W-0270-0-087	MECHAS JOSEPH W - SOUTHWEST B	3811 PEBBLE COAST	FAIRFIELD, CA	94711	FAIRFIELD	5000	PORT WATERS BEACH	20831
28-44-34-W-0270-0-088	ORRICO JAMES T	19 A DORWOOD AVE	CONVERSE, NY	11728	CONVERSE	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-089	NAHAY ANTHONY A	6790 UNCLAND RD	FAIRFAXVILLE, VA	22078	FAIRFAXVILLE	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-090	HUGHES MICHAEL D	1881 S DOVERBORO RD	BLOOMINGTON, IL	62407	BLOOMINGTON	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-091	ORESTEY GUYARDEN A	4422 DANLEY CT	PORT WINE, IN	46011	PORT WINE	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-092	WATKINS JAMES	2719 S LAKE DRIVE ON HW	GENIA, VA	22071	GENIA	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-093	CARRICO BERNARD LOREN	8 KENNEL BEACH ROAD	WESTPORT, VA	22150	WESTPORT	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-094		814 JAMES LN	PORTWATER HOBBS, VT	05606	PORTWATER HOBBS	200	PORT WATERS BEACH	20831
28-44-34-W-0270-0-095	DAVIS JOHN J TR	800 WOODEN LN	DOVER, NH	03824	DOVER	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-096	STEVENS CTR +	200 HICKORY LN	DOVER, NH	03824	DOVER	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-097	STEVENS CTR +	200 CALTON ST	DOVER, NH	03824	DOVER	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-098	CORRELL BEACH LLC	868 S TOWN AND WINDY RD	PORT WATERS, DE	19707	PORT WATERS	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-099	CONTROL PROPERTIES INC	PO BOX 798	BRIDGEVILLE, PA	17007	BRIDGEVILLE	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-100	MONTGOMERY RONALD O - DEPT L	5217 W TOWN SCHLAFING	HOCHSTETOWN, OH	44014	HOCHSTETOWN	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-101	WATKINS ROBERT A SR TR	644 COTTAGEWOOD DR	LAURETIA, GA	30048	LAURETIA	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-102	JONES JAMES S - SONORA S	844 COTTAGEWOOD DR	LAURETIA, GA	30048	LAURETIA	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-103	WATKINS ALL BEARDS LLC	79 ALBION RD	BELEVILLE, OH	45111	BELEVILLE	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-104	POST WALSH C JR TR	130 CALDWAY CT	HOURLANDT, FL	32053	HOURLANDT	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-105	CONWAY SANDRA E & EDWARD J TR	MEADOWS BRIDGE COMMONS CT	CLAYTON, OH	45315	CLAYTON	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-106	OLYMPIAN PROPERTIES LLC	300 SHADY TREE CT	HOURLANDT, FL	32053	HOURLANDT	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-107	DEE CHAVES C A DONNA M TR	504 HIGHLAND	CHICAGO, IL	60646	CHICAGO	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-108	SCIENTER THOMAS Z JR +	5714 N WILLOW AVE	CHICAGO, IL	60646	CHICAGO	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-109	443 PHILLIPS RESTAURANT LLC	6186 DULUTH RD	CHICAGO, IL	60646	CHICAGO	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-110	WATSON DE LORES G TR +	4111 DRYDEN AVE	ROCKFORD, IL	61107	ROCKFORD	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-111	GERBERMAN DONALD L	1427 ROCKDALE LN	SPRING LAKE, MI	48864	SPRING LAKE	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-112	WATSON SANDRA M TR	2407 LAKESIDE CT	BAUNATLE, MI	48300	BAUNATLE	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-113	HALL FRANKLIN D LIE	8001 WILLOW DR	PORT WATERS BEACH, FL	32051	PORT WATERS BEACH	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-114	BOHART DONALD W +	811 BOUTHERN SHORE DR	PLACENTIA, CA	92659	PLACENTIA	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-115	PRESCOTT CYNTHIA	17780 KELLY DRIVE	PORT WATERS, FL	32058	PORT WATERS	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-116	WELSH LAMAR TRIST	1270 CALOUSA DRIVE ON	PORT WATERS, FL	32058	PORT WATERS	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-117	OLNEY WOODMAN J TR	5270 KELLY HILL	HOUSTON, TX	77054	HOUSTON	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-118	STATIONS MANAGEMENT LLC	1999 SPRINGHILL DR	MARTIN AND KENTON, MD	20643	MARTIN AND KENTON	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-119	BLANDVILLE LLC	PO BOX 334	LAWREN, CA	35643	LAWREN	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-120	MASSIMO MARIAN + MONTELE	109 DUNE ST	STEARNSLAND, VA	15164	STEARNSLAND	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-121	LA ESTER BERNARD + KAT TR	17870 BALMORAL LOOP	PORT WATERS, FL	32079	PORT WATERS	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-122	OCCEANIAN DINO +	5100 ESTIMOT BLVD 844	WINTERPORT, CT	06117	WINTERPORT	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-123	QUARTT ROBERT M TR	2003 MAIN ST STE 500	PORT WATERS BEACH, FL	32051	PORT WATERS BEACH	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-124	WATSON RONALD O TR	11191 BOUTHERN DR	SAVANNAH, FL	32427	SAVANNAH	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-125	BRUNS ROBERT W + MARIELA A	572 WILDERWOOD DR	PORT WATERS, FL	32051	PORT WATERS	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-126	BLEESD BY THE BEACH LLC	1470 GOLDWATER RD	PORT WATERS, FL	32051	PORT WATERS	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-127	BLUEST PROPERTIES OF	3077 W 1ST PL	PORT WATERS, FL	32051	PORT WATERS	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-128	WHEELER PAUL & SONNE	1607 HANOVER BLVD	PORT WATERS, FL	32051	PORT WATERS	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-129	WATSON JAMES N + DORIS N	PO BOX 336	PORT WATERS, FL	32051	PORT WATERS	8100	PORT WATERS BEACH	20831
28-44-34-W-0270-0-130	JOHNSTON GARY R	4822 ESTIMOT BLVD	PORT WATERS BEACH, FL	32051	PORT WATERS BEACH	4800	PORT WATERS BEACH	20831
28-44-34-W-0270-0-131	LIVESTOCK TIMOTHY L +	844 W WILLOW RD	BRANLEY, VA	46715	BRANLEY	4800	PORT WATERS BEACH	20831

SCKOROPAD ALAIN &
1 GLENVIEW MANOR DR
FORT MYERS BEACH FL 33931

GREY JOHN M & PATRICIA TR
2 GLENVIEW MANOR DR
FORT MYERS BEACH FL 33931

GLENVIEW MANOR HOMEOWNERS
10 GLENVIEW MANOR DR
FORT MYERS BEACH FL 33931

ALL FUTURE OWNERS OF LANDS
ESTERO BLVD
FORT MYERS BEACH FL 33931

ALL FUTURE OWNERS OF LANDS
ESTERO BLVD
FORT MYERS BEACH FL 33931

WHITMORE ROY C TR
55 MADISON AVE
ATHENS OH 45701

EQUITY TRUST COMPANY
3590 E ROBINSON RD #236
AMHERST NY 14228

SHUPE JACQUELINE J
5381 MANOR RD SE
PRIOR LAKE MN 55372

PAINE JOSEPH C + KAREN M
4839 ESTERO BLVD
FORT MYERS BEACH FL 33931

MDR BEACH PROPERTIES LLC
5917 US 36 E
GREENVILLE OH 45331

LETTERI LONNE M TR
4830 CORAL RD
FORT MYERS BEACH FL 33931

SCHLOTTMAN DAVID + CHERI
4850 CORAL RD
FORT MYERS BEACH FL 33931

LETTERI NANCY J TR
4870 CORAL RD
FORT MYERS BEACH FL 33931

BOLING ED +
311 BAYLAND RD
FORT MYERS BEACH FL 33931

HENNEBERGER NANCY S TR
313 BAYLAND RD
FORT MYERS BEACH FL 33931

DANKS CYNTHIA M & KENNETH J
5557 ESTERO BLVD
FORT MYERS BEACH FL 33931

CELANO MATTHEW & MARY LEIGH
409 ENGLISH LAKE DR
WINTER GARDEN FL 34787

COOK DONALD W +
4831 CORAL RD UNIT 33
FORT MYERS BEACH FL 33931

FLICK SONDR A C
4821 CORAL RD
FORT MYERS BEACH FL 33931

EGAN TERENCE + DEBORAH
8601 W 132ND PL
CEDAR LAKE IN 46303

GARZELLONI JOHN JR
1413 SWINNEY PARK PL
FORT WAYNE IN 46802

FYLE THOMAS R TR
4880 COQUINA RD
FORT MYERS BEACH FL 33931

SIMMONS CARLEEN J
315 BAYLAND RD
FORT MYERS BEACH FL 33931

MORRISON LARRY K + KIM P
5100 WILLIAMS DR
FORT MYERS BEACH FL 33931

SHEA JANICE MATHEWS
5117 ESTERO BLVD
FORT MYERS BEACH FL 33931

OHLIGER JAMES +
5110 WILLIAMS DR
FORT MYERS BEACH FL 33931

SCHWARTZ ROBERT E
5120 WILLIAMS DR
FORT MYERS BEACH FL 33931

MORRISON LARRY K & KIM P
5100 WILLIAMS DR
FORT MYERS BEACH FL 33931

MAREK PHILIP CHARLES TR
478 RAVINE DR
AURORA OH 44202

DANIEL DONALD M & BARBARA A TR
350 BAYLAND RD
FORT MYERS BEACH FL 33931

OHLEMACHER LOIS A TR
310 VASSAR AVE
ELYRIA OH 44035

MCKNIGHT KATHERINE S &
330 BAYLAND RD
FORT MYERS BEACH FL 33931

NEDDO THOMAS A JR TR
320 BAYLAND RD
FORT MYERS BEACH FL 33931

TAGUE ARLYCE
310 BAYLAND RD
FORT MYERS BEACH FL 33931

ROBERTSON DONNA M TR
2825 SILVER LN NE
SAINT ANTHONY MN 55421

SCOGNO DOUGLAS J + ROSEMARIE L
15 JULIANA DR
ABSECON NJ 08201

PARZYCH JEFFREY G + MARIBEL B
4903 ESTERO BLVD
FORT MYERS BEACH FL 33931

YZAGUIRRE CYNTHIA
PO BOX 5307
IMMOKALEE FL 34143

DEROMA JAMES F & DIANNE K
45800 POINT OF VIEW RD
CABLE WI 54821

CHAN DAVID P & SUSAN M +
24 BAYVIEW BLVD
FORT MYERS BEACH FL 33931

THOMAS BRYAN E TR
21710 MADERA RD
FORT MYERS BEACH FL 33931

KLEIN RAYMOND J JR & DONNA
21690 MADERA RD
FORT MYERS BEACH FL 33931

BAKER RICHARD S TR
4135 BEXLEY DR
BROOKFIELD WI 53045

MI FORMULA FIVE LLC
5365 WALNUT HILLS DR
BRIGHTON MI 48116

FRIDAY JOHN L & AMANDA T
5000 OAKWOOD CT
COMMERCE TWP MI 48382

WAZNEY MARION L TR
38621 DODDS LNDG
WILLOUGHBY OH 44094

WAZNEY JOHN L + MARION L
38621 DODDS LANDING
WILLOUGHBY OH 44094

GROSSE RICHARD & KAREN
W1658 SANDSTONE AVE
RIPON WI 54971

SECAPT LLC
415 E 37TH ST APT 11G
NEW YORK NY 10016

GANO CURTIS J TR +
17391 LAKE BEACH DR
SPRING LAKE MI 49456

HANEY MICHAEL H + JANE M
5015 COMPASS LN
FORT MYERS BEACH FL 33931

TWEHUES THOMAS A TR
5025 COMPASS LN
FORT MYERS BEACH FL 33931

PRATER WANDA M
5031 WILLIAMS DR
FORT MYERS BEACH FL 33931

WILUTIS MARK A & DEBORAH A
3183 EDEN TRL
BRIGHTON MI 48114

REICHLIN JAMES M + DAWN L
5043 WILLIAMS DR
FORT MYERS BEACH FL 33931

YACHTSMANS COVE HOMEOWNERS
CARRIE DOINE
21611 MADERA RD
FORT MYERS BEACH FL 33931

YACHTSMANS COVE HOMEOWNERS
CARRIE DOINE
21611 MADERA RD
FORT MYERS BEACH FL 33931

POINTE SOUTH CONDO
5000 ESTERO BLVD
FORT MYERS BEACH FL 33931

SMUGGLERS COVE CONDO
ASSOCIATION
5100 ESTERO BLVD
FORT MYERS BEACH FL 33931

ISLAND TOWERS CONDO
4900 ESTERO BLVD
FORT MYERS BEACH FL 33931

ISLAND TOWERS CONDO ASSOC INC
RAL PROPERTY MGMT
ATTN: JOHN SHAW
17810 SAN CARLOS BLVD
FORT MYERS BEACH FL 33931

SEASIDE CONDO
ASSOCIATION
4770 ESTERO BLVD
FORT MYERS BEACH FL 33931

KAHLUA BEACH CLUB CONDO
4950 ESTERO BLVD
FORT MYERS BEACH FL 33931

KAHLUA BEACH CLUB CONDO
4950 ESTERO BLVD
FORT MYERS BEACH FL 33931

KEY WEST COURTYARDS
7300 S 13TH ST STE 101
OAK CREEK WI 53154

BENT PALMS OF FORT MYERS BEACH
4852 ESTERO BLVD
FORT MYERS BEACH FL 33931

S AND J RENTALS LLC
7690 RANIER LANE N
MAPLE GROVE MN 55311

VONHOFF ENTERPRISES LTD
131 N BARTON TRL
BATAVIA IL 60510

SHEA LOUISE F
PO BOX 423
MADISON CT 06443

GIORDANO ROBERT J + MELANIE A
27 CHELSEA DR
OAK RIDGE NJ 07438

ECCLESTONE DOREEN M +
59 LASHMERE COPTHORNE
SUSSEX RH10 3RR
UNITED KINGDOM

OVINGTON POINTE SOUTH LLC
3224 GATESHEAD DR
NAPERVILLE IL 60564

SAUNDERS SUSAN VIRGINIA TR
9543 KARLBERG WAY
PARKLAND FL 33076

THOMASSON DONNA J
10734 WAVERLY BLUFF WAY
JACKSONVILLE FL 32223

COLBY GAIL R
13 BELLSTONE AVE
WESTBROOK CT 06498

BACKENSTOES BRENT A & AMY
5357 MEMORIAL RD
GERMANSVILLE PA 18053

LANGE JOHN J + NANCY TR
418 HAWTHORNE AV
S MILWAUKEE WI 53172

NEVERMAN RANDY H
11947 ISLAND AVE
MATLACHA FL 33993

VICKERS JACK R + VIRGINIA R
5139 RICH CREEK VALLEY RD
PETERSTOWN WV 24963

WINTER MARVIN & MARYELLEN
3946 SHIRLEY RD
NORTH COLLINS NY 14111

PATON JAMES J + ROBIN L
3206 ROYAL FOX DR
SAINT CHARLES IL 60174

COOK WILLIAM E JR + NOREEN TR
1307 WALDEN DR
FORT MYERS FL 33901

LINDEN DUANE B TR
1786 RIBBON FAN LN
NAPLES FL 34119

PARADISE ISLAND RESORT L P
9 UPPER RIDGE CT
MARKHAM ON L3S 3W6
CANADA

ELLIOTT PATRINA B TR
3885 STATE ROAD 529 E
CARDINGTON OH 43315

DVORCHAK JAMES M +
11S511 WHITTINGTON LANE
NAPERVILLE IL 60564

THOMAS LISA K
3216 ROYAL OAK CT
EDGEWOOD KY 41017

HOWELL CHRISTINE E TRUST
407 E AVENIDO DEL RIO
CLEWISTON FL 33440

WILLIAMS DENIS M & JILL A TR
2804 W 35TH ST # 16
KEARNEY NE 68845

PAWKETT MARY J
43 SUNNYSIDE RD
SCOTIA NY 12302

T + B PROPERTY GROUP LLC
2214 LOCKLIN LANE W
WEST BLOOMFIELD MI 48324

TRUDEL DAVID R + JUDITH B TR
1807 SETTLERS RESERVE WAY
WESTLAKE OH 44145

TANNER MARK D + JUDITH A
1848 N 225 E
ATTICA IN 47918

BLUE EARTH LODGING LLC
901 E 1ST ST
SIOUX CENTER IA 51250

KROESE ROXANNE D
16855 MARBLE AVE
LE MARS IA 51031

LYB LLC
4193 GRANT AVE
SIOUX CENTER IA 51250

SODERSTROM SUSAN
11 ROCKYPOINT RD
OLD SAYBROOK CT 06475

KROESE ROBERT J TR
16624 N INNER LN
SPIRIT LAKE IA 51360

PBW505 LLC
5748 NICKLAUS DR
FORT COLLINS CO 80528

LS DEN HERDER SD LLC
2410 LAKESIDE AVE
MILFORD IA 51351

LAY CHARLES T +
480 WATTERS RD
HACKETTSTOWN NJ 07840

WISOR DAVID L
3 BRIANS LN
FAIRFIELD OH 45014

NICHOLS JOSEPH W + BEATRICE B
3811 PEBBLE COURT
CONYERS GA 30012

GRECO JAMES T
19 A EDGEWOOD AVE
FARMINGVILLE NY 11738

HAHN ARTHUR A
9708 UTICA RD S
BLOOMINGTON MN 55437

HUGHES MICHAEL D
19815 GOVERNORS HIGHWAY SUTTE 11
FLOSSMOOR IL 60422

BOCA LLC
4422 DARNLEY CT
FORT WAYNE IN 46814

CHESLEY GERALDINE A
21557 S LAKE GEORGE DR NW
CEDAR MN 55011

VARTANIAN JAMES
9 PEBBLE BEACH ROAD
WEBSTER MA 01570

CARRICO EMIDIO & CAROL
215 JUNIPER DR
YORKTOWN HEIGHTS NY 10598

ZAJAC JOHN J JR TR
26B S WOODS LN
DURHAM CT 06422

DEE CHARLES C TR +
3304 NATHAN LN
HOLMEN WI 54636

STEPHENS JAMES B &
392 W CLINTON ST
DANVILLE IN 46122

CORNELL BEACH LLC
6556 E TOWN AND RIVER RD
FORT MYERS FL 33919

CENTRAL PROPERTIES INC
PO BOX 759
HOCKESSIN DE 19707

MONTGOMERY RONALD O + SHERI L
5377 W TWIN BEACH LANE
BRAZIL IN 47834

WHARTON ROBERT A SR TR
4845 MULBERRY DR
MARIETTA GA 30068

JONES JAMES R + SONDRRA S
6844 COTTONWOOD DR
PLAINFIELD IN 46168

MARKER ALL SEASONS LLC
739 ALLISON RD
BELLEFONTAINE OH 43311

POST WILLIAM C JR TR
136 CAMBRIDGE CT
INDIALANTIC FL 32903

DOWNEY SANDRA E & EDWARD J TR
N68W5671 BRIDGE COMMONS CT
CEDARBURG WI 53012

GULFVIEW PROPERTIES LLC
305 SHADY TREE CT
CLAYTON OH 45315

DEE CHARLES C & DONNA M TR
3304 NATHAN LN
HOLMEN WI 54636

SZEWCZYK THADDEUS Z JR +
5749 N MULLIGAN AVE
CHICAGO IL 60646

4A3 PARADISE RENTALS LLC
8288 DALEVIEW RD
CINCINNATI OH 45247

HANSON DELORES C TR +
4211 DREW AVE N
ROBBINSDALE MN 55422

CZERWINSKI DENNIS L
16827 CECELIA LN
SPRING LAKE MI 49456

WITTENBERG MARK T &
2487 LAKERIDGE CT
SAUKVILLE WI 53080

PRATER WANDA M TR
5031 WILLIAMS DR
FORT MYERS BEACH FL 33931

HALL FRANKLIN G L/E
801 SOUTHERN SHORE DR
PEACHTREE CITY GA 30269

SCHLITT DONALD W +
12790 KELLY GREENS BLVD
FORT MYERS FL 33908

PRUDENTE CYNTHIA
15730 CALOOSA CREEK CIR
FORT MYERS FL 33908

WILMA L LAHAM TRUST
3070 HOLLY HALL
HOUSTON TX 77054

CLARK MADONNA J TR
1996 SPRINGTREE DR
MARYLAND HEIGHTS MO 63043

SYSTEMS MANAGEMENT LLC
PO BOX 526
LAVONIA GA 30553

BLACKVILLE LLC
109 KING ST
GROVELAND MA 01834

MASSOUD HANNA + MICHELE
37150 DUNDEE ST
STERLING HEIGHTS MI 48310

ULFERS BERNHARD + KAY TR
15072 BALMORAL LOOP
FORT MYERS FL 33919

OCCHIALINI DAVID +
31 OCCHIALINI CT
NEWINGTON CT 06111

ELLIOTT ROBERT M TR
5100 ESTERO BLVD #6A4
FORT MYERS BEACH FL 33931

WASKOM RICHARD D TR
2033 MAIN ST STE 500
SARASOTA FL 34237

FREIWALD JOHN T + JUDITH L
11191 BENT PINE DR
FORT MYERS FL 33913

BURNS RICHARD W + PAMELA A
573 WEDGEWOOD DR
VALPARAISO IN 46385

BLESSED BY THE BEACH LLC
14704 COLDWATER RD
FORT WAYNE IN 46845

SUNSET PROPERTIES OF
3707 SE 16TH PL
CAPE CORAL FL 33904

WENDELBURG BARBARA & MARK
16207 HARVEST SUMMER CT
HOUSTON TX 77059

VLASKAMP PAUL & CONNIE
14704 COLDWATER RD
FORT WAYNE IN 46845

PASTENA JAMES R + DIANE R
PO BOX 286
SUCCASUNNA NJ 07876

JOHNSON GARY R
4852 ESTERO BLVD
FORT MYERS BEACH FL 33931

LUKEENDA TIMOTHY L +
8464 W MILLIGAN RD
BRIMLEY MI 49715



Town of Fort Myers Beach

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Case Number: VAR20210066

Case Name: 4969 Estero Blvd, to allow accessory structure - pool - in front of principle structure.

Applicant: Rosemary and Armando Barba

Location: 4969 Estero Blvd

STRAP #: 28-46-24-W4-00400.0150

Zoning: Residential Single-Family (RS)

Request: The applicant is seeking variances from LDC Sec. 34-1174.(b) to allow a pool and forward of the principal structure

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

Notice is hereby given that the Local Planning Agency of the Town of Fort Myers Beach will hold a public hearing at a meeting beginning at **9:00 AM on September 14, 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.

On September 14th, the Local Planning Agency of Fort Myers Beach will review the case and make a recommendation to the Town Council on this matter. 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 18, 2021

Approve Resolution 21-58, allocate the funds for the purchase of a restroom trailer from Ready2Go Restroom Trailers for Palm Avenue Beach Access in the amount of \$70,600 utilizing Tourist Development Council funding, as budgeted in FY22 budget, piggybacking Florida Sheriff's Associate Contract, FSA20-EQU18.0 Heavy Equipment.

Why the action is necessary:

Authorizes the purchase and installation of the restroom trailer on Palm Avenue Beach Access.

What the action accomplishes:

Authorizes staff to move forward with procurement.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

Town Council approved the request and grant application to the Tourist Development Council (TDC) for a restroom trailer on Palm Avenue Beach Access. From 2009 to 2017, a restroom trailer was on Palm Avenue Beach Access and funded by TDC including all maintenance. As Hurricane Irma was approaching southwest Florida, the Town removed the trailer. The trailer was in disrepair due to transport and the Town Council at the time opted to not reinstall the restroom trailer.

Attachments:

1. 21-58, Piggyback Restroom Trailer-C
2. ADA-2 HH lowering trailer
3. Estimate_1054_from_Ready2Go_Restroom_Trailers_Sales_LLC

Financial Impact:

\$70,600 funded and maintained through the Tourist Development Council

6. Alternative Action

Do not approve the purchase.

7. Management Recommendations:

Approve the purchase.

8. Recommended Approval:

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

Created/Initiated - 10/11/2021
Approved - 10/11/2021
Approved - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

RESOLUTION NUMBER 21-58

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A PIGGYBACK PURCHASE CONTRACT BETWEEN THE TOWN AND READY2GO RESTROOM TRAILERS, INC. FOR THE PURCHASE OF RESTROOM TRAILERS FOR THE PALM AVENUE BEACH ACCESS, AND APPROPRIATING AND ALLOCATING TOURIST DEVELOPMENT COUNCIL FUNDING SAME, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Town wishes to purchase restroom trailers and associated items for the Palm Avenue beach access (“Project”); and

WHEREAS, under the Town Code, the purchase of goods under a contract awarded by another governmental entity is authorized provided the finance department director makes a written determination that time and expense factors make it financially advantageous for the Town to do so; and

WHEREAS, the Florida Sheriff’s Association and Ready2Go Restroom Trailers, Inc (“Ready2Go”) have entered into a competitively procured contract for enclosed cargo trailer restrooms, Wells Cargo HD Wagon, WHD716T2, and the Town’s Finance Director has determined that piggybacking on this contract is financially advantageous to the Town; and

WHEREAS, the Town wants to appropriate and allocate Tourist Development Council funding as approved in the current fiscal year’s budget to be utilized for the Project.

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

Section 1. The above recitals are true 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 piggyback contract between the Town and Ready2Go for the Project attached as Exhibit “A” is approved. The Town Manager is authorized to execute the contract on behalf of the Town and expend appropriated funds.

Section 3. The Town appropriates and allocates Tourist Development Council funding in the amount of \$70,600.00 for the Project and authorizes the Town Manager make the appropriate budgetary adjustments to reflect this budget appropriation.

Section 4. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

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

ADOPTED this 18th 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.

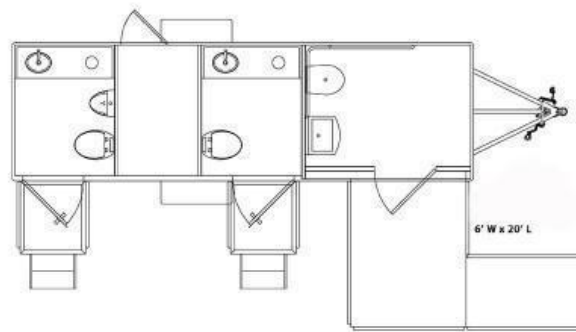
Ready2Go Restroom Trailers

Phone: (833) 428-3246

1525 Park Manor Blvd #300

Pittsburgh, PA 15126

Email: sales@ready2gorestroomtrailers.com



3 Station - ADA +2 Station Restroom Trailer GREY INTERIOR (MID Sept)

Stock #: HH-412301-A2 NOW

Year: 2021

Manufacturer: Ready2Go

URL: <https://www.ready2gorestroomtrailers.com/all-inventory?stock=HH-412301-A2 NOW>

Price \$ 67,900.00 + freight (\$2,862.00)

Description

Our ADA +2 station restroom trailer features (1) ADA compliant restroom suite, (1) women's restroom suite, and a men's restroom suite, each with a separate entrance. The ADA compliant restroom suite contains an ADA compliant sink, shatterproof mirror, porcelain toilet, and grab bars. The women's restroom suite includes a vanity and sink, shatterproof mirror, and (1) porcelain pedal flush toilet. The men's restroom suite includes a vanity and sink, shatterproof mirror, (1) urinal, and (1) porcelain pedal flush toilet.

This fully self-contained restroom trailer includes a 105-gallon freshwater tank and 360-gallon waste tank. Provide your guests with comfort and a climate controlled environment with air conditioning and heat package.

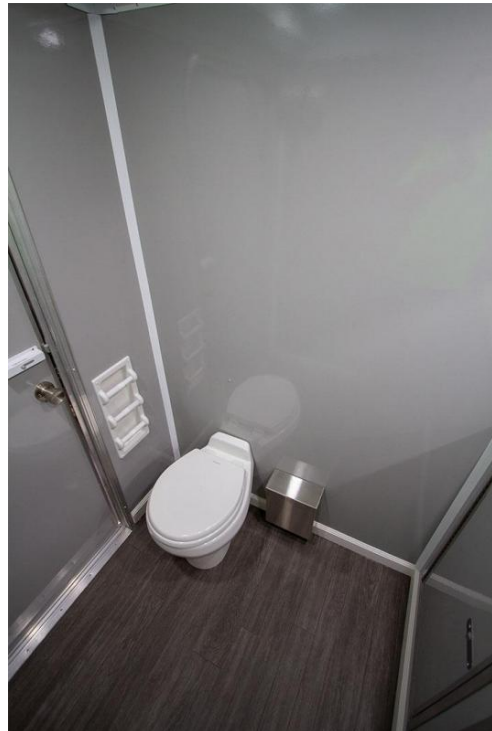
INCLUDED OPTIONS:

- Hot Water
- UPGRADED Grey Interior

Highlights:

- No. of stations: ADA-1, Standard-2
- Sinks: 3
- Toilets: 3
- Urinals: 1
- Box Size: 20' x 6'
- Weight: 5,375 lbs (will vary based on features)
- Freshwater Tank: 105-Gallons
- Waste Tank: 360-Gallons

- Power Requirements: One dedicated 120 Volt-20 amp circuit (will vary based on features)
- No. of AC Units: 1



Ready2Go Restroom Trailers Sales LLC

1525 Park Manor Blvd. #300

Pittsburgh, PA 15205 US

mark@ready2gorestroomtrailers.com



Estimate

ADDRESS

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

SHIP TO

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

ESTIMATE # 1054**DATE** 09/22/2021**EXPIRATION DATE** 10/06/2021**SHIP DATE**

10/06/2021

SHIP VIA

Best Way

TRACKING NO.

Based on Availability

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT	SKU
WC- ADA+2 (WC20- ADA-2)	Wells Cargo - Ultralav - Model# WC20-ADA-2 WC UltraLav Tag Flat Front Round Roof 20ft Long 6ft Wide 6,000lb GVWR 5,000lb Top Crank Round A- Frame Jack(ADA) 2 5/16" Top Mount Coupler (10.000lb) 5" Tube Mainframe w/Floor Under Frame(UL) Surface Mount Stabilizer Jacks - 2000lb Cap.(UL) 8/0" Safety Chains w/ 8/0" Clevis Hook, Latch 7'0" Inside Height 78-3/4in Hat Posts 3 Piece A-Frame ADA Suspension 5,000lb Axle Spindle ST235/80R16E GY Rad 8B Silver Spoke Steel Wheel PF Access Door,LH Hinge - 23W x 44H (UL) Access Door, RH HINGE, 13-5/8" W X 8-3/8" H (UL) 36 x 80 PF Entry Door,LH Hinge - Square (UL) 32 x 74 PF Entry Door,RH Hinge - Radius (UL)	1	67,900.00	67,900.00	

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT	SKU
	32 x 74 PF Entry Door,LH Hinge - Radius (UL) 3/4in PlexCore Decking. 1/4" White Smooth Laminated Int. Sidewall Liner Partition Wall - Line Only Bathroom Area One Piece Formed White Ceiling in Modules Insulate Sidewalls & Ceiling 15A,120V Motor Base Ext. Power Supply (UL) 12 Volt Dome Light in Utility Closet (UL) 12 Volt Wall Switch in Utility Closet (UL) LED Wraparound Tail Lights S.A.E. Color Coded 12 Volt Electrical System Seven Way Trailer End Connector D.O.T. 'A' Frame Mounted Battery Assembly Bonded Alum. on R/S,C/S,Front & Rear Walls (UL) Bolt On Rear Access Panel at Holding Tank Area Polar White .030 Aluminum Exterior Smooth Aluminum Fenders 9MBTU RoofMnt A/C w/5600 BTUHeat One Piece Rubber Floor in Each Module Fold-Up Steps & HandRails ADA Landing & Ramp System w/1-1/4 SS Handrails 4.5" Surface Mount LED Dome Light Electric Winch for Landing Alum. Rack & Straps for Ramp & Railings 52" Standard Fiberglass Counter w/Int Sink Standard ADA 120V Toilet W/Recept & Motor Base Front Module - ADA Restroom 3/8" Polyethylene Holding Tank Sight Glass - Waste Tank Level Indicator 105 Gal. Fresh Water Tank w/2.9 GPM 12V Pump MotorBase/Breaker				
WC - Upgraded Interior (Grey)	***UltraLav Gray Color Package Items in package follow:" Gray Package Interior (included in package)	1			

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT	SKU
	Wood Grain Linoleum Floor Covering (included in package) FRP Smooth Gray Metallic Walls (included in package)				
WC- Hot Water Tank	6Gal Elec Water Heater w/15A 120V Motor Base/Breaker	1			
Freight	Transport of Restroom/Shower/ or Specialty Trailer	1	2,700.00	2,700.00	
VIN Number - Info	VIN#: 7K61E2019NH901551	1			

Expected delivery of trailer will be 1-2 weeks after placing order, based on current inventory and availability.

<https://www.ready2gorestroomtrailers.com/3-station-ada-2-station-restroom-trailer-grey-interior-mid-sept--mlsk%7C1Dh.html>

If Ready2Go has to build trailer through Manufacturer(Wells Cargo) then production will be 10-12 weeks

TOTAL

\$70,600.00

Accepted By

Accepted Date

1. Requested Motion:

Meeting Date: October 18, 2021

Approve Resolution 21-57, allocate and appropriate funds for the purchase of fencing equipment and accessory items for Fort Myers Beach Elementary and Bay Oaks in the amount of \$36,140 as budgeted in FY22 budget, piggybacking Lee County's Contract, RFP160553DKR Contract Number.

Why the action is necessary:

To provide for a fencing contractor to erect new fencing for Fort Myers Beach Elementary School as agreed upon in the Property Exchange Interlocal.

What the action accomplishes:

Approves the contract and expenditures.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

Attachments:

1. Resolution 21-57 re Piggyback Purchase of School Fencing(127158504.1)-C
2. Contract Summary Information Updated 4.22.21
3. RFP160553DKR Fencing
4. RFP160553DKR - Fencing - Century - Am 1
5. ft myers beach elementary school revised

Financial Impact:

\$36,140 from Fund 41, Community Enhancement Funds

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve the piggyback 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
Roger Hernstadt, Town Manager

Created/Initiated - 10/11/2021
Approved - 10/11/2021
Approved - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

RESOLUTION NUMBER 21-57

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A PIGGYBACK CONTRACT WITH CENTURY FENCE COMPANY, INC. FOR THE INSTALLATION OF FENCING AROUND FORT MYERS BEACH ELEMENTARY SCHOOL, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Town wishes to construct new perimeter fencing for Fort Myers Elementary School pursuant to the Interlocal Agreement between the Town and the Lee County School Board between the school and Town’s property (“Project); and

WHEREAS, under the Town Code, the purchase of goods under a contract awarded by another governmental entity is authorized provided the finance department director makes a written determination that time and expense factors make it financially advantageous for the Town to do so; and

WHEREAS, Lee County and Century Fence Company, Inc (“Century Fencing”) have entered into a competitively procured contract for concrete flatwork, sidewalks, curbs and gutters, and the Town’s Finance Director has determined that piggybacking on this contract is financially advantageous to the Town; and

WHEREAS, the Town wants to enter into a piggyback contract with Century Fencing for the Project.

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

Section 1. The above recitals are true 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 piggyback contract between the Town and Century Fence Company Inc. for the Project attached as Exhibit “A” is approved. The Town Manager is authorized to execute the contract on behalf of the Town and expend appropriated funds.

127135486.1

127158504.1

Section 3. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

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

ADOPTED this 18th 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.

CONTRACT SUMMARY INFORMATION

SUMMARY: The purpose of this proposal is to establish a contract(s) for materials and labor as required for the installation and repair of various types of fencing on Lee County property. The Contractor(s) shall provide the plans, materials, fabrication and installation labor, supervision, equipment, tools, travel, fuel costs, removal of refuse from Lee County property, site prep and disposal of refuse necessary to perform the services required in accordance with the proposal documents or as defined prior to construction by a Lee County representative.

Purchase is made in accordance with the Terms and Conditions of Lee County Solicitation Number RFP160553DKR.

Solicitation No.:	RFP160553DKR
Project Title:	Fencing Services for Lee County
Board Date:	10/3/2017
Agenda Item Report No.:	6
Term:	One year
Renewal Options:	Three additional one-year periods Renewed Three Times

Address Book No.:	104996
Awarded Vendor:	Century Fence Company, Inc.
Start Date:	12/11/2017
Expiration Date:	12/10/2021
Contact Person:	Tom Mazzola, Jr.
Phone No.:	239-574-3122
Fax No.:	239-574-6435
Email Address:	centuryfence@embarqmail.com

Address Book No.:	467022
Awarded Vendor:	V Enterprises of SWFL dba Smith Fence Company of Ft. Myers
Start Date:	12/11/2017
Expiration Date:	12/10/2021
Contact Person:	Karolina Vaickute
Phone No.:	239-900-9011
Fax No.:	
Email Address:	info@smithfencefm.com

Address Book No.:	423553
Awarded Vendor:	Backwoods Clearing and Services, Inc.
Start Date:	2/21/2018
Expiration Date:	2/20/2022
Contact Person:	Justin Hitzig
Phone No.:	239-633-6196
Email Address:	backwoodsclearingandservices@gmail.com

Address Book No.: 354162
Awarded Vendor: **Ronald A Beecroft, Inc.**
Start Date: 12/21/2017
Expiration Date: **12/20/2021**
Contact Person: Ronald Beecroft
Phone No.: 239-344-6559
Fax No.: 239-731-7661
Email Address: rabeecroftcgc@aol.com

Address Book No.: 313700
Awarded Vendor: **Walker Exotic Tree Eradication and Mitigation**
Start Date: 12/14/2017
Expiration Date: **12/13/2020 Did Not Renew, expires 12/13/20**
Contact Person: Darrin Jones
Phone No.: 239-851-8811
Fax No.: 239-728-6158
Email Address: Darrin@walkerexotics.com

Award Details:

Each project/Purchase Order, will not exceed \$200,000.00.

3.1. Any project/Purchase Order, **\$25,000.00 or less** may be awarded via a purchase order to any firm holding a valid contract under this bid, able to meet the required project schedule.

3.2. Any project/Purchase Order, **\$25,000.01, but less than \$200,000.00** shall be quoted by a **minimum of three (3) of the approved firms** holding a valid contract under this Solicitation No. RFP160553DKR and awarded via a Purchase Order.

3.3. No vendor will be paid more than **\$1,000,000.00 per year.**

Advertise Date: Friday, February 24, 2017

**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

Request for Proposal (RFP) NON-CCNA

Solicitation No.:	RFP160533DKR		
Solicitation Name:	Fencing Services for Lee County		
Open Date/Time:	3/29/2017	Time:	2:30 PM
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Donald Keith Raney	Title	Procurement Analyst
Phone:	(239) 533-8881	Email:	draney@leegov.com
Requesting Dept.	COUNTY WIDE		

Pre-Solicitation Meeting:

Type:	No meeting scheduled at this time		
Date/Time:	N/A		
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

Notice to Contractor / Vendor / Proposer(s)
RFP#RFP160533DKR Fencing Services for Lee County

REQUEST FOR PROPOSAL (RFP)

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for
Fencing Services of Lee County.

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, Fort Myers, 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 Wednesday, March 29, 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.

There will be no Pre-proposal Conference for this RFP

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Donald Keith Raney draney@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. The envelope shall include:
 - 4.2.1. One (1) original hard copy of the proposal submittal, manually signed by an authorized representative.
 - 4.2.2. Six (6) electronic CD ROM or flash drive sets of the proposal submittal
 - 4.2.2.1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 - 4.2.2.2. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.2.3. Use a rewritable CD or flash drive and **do not lock files.**
 - 4.3. **Submission Format:**
 - 4.3.1. 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.
 - 4.3.2. 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.
 - 4.3.3. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD or Flash drive.
 - 4.3.4. Should not contain links to other Web pages.
 - 4.4. **Preparation Cost:**
 - 4.4.1. 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 may be 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. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. 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”).
- 23.2. **Evaluation Meeting(s):**
- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) will be required to provide an on-site interview/presentation.
- 23.2.3. 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.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

24. RFP – TIEBREAKER

- 24.1. 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.
- 24.1.1. 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.
- 24.1.2. 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.
- 24.1.3. 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.
- 24.1.4. 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.
- 24.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 24.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

25. RFP – SELECTION PROCEDURE

- 25.1. The selection will be made in accordance with Lee County Procurement Policy. Some of all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 25.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 25.3. 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.
- 25.4. The Procurement Management Director reserves the right to exercise their discretion to:

- 25.4.1. Make award(s) to one or multiple proposers.
- 25.4.2. Waive minor informalities in any response;
- 25.4.3. Reject any and all proposals with or without cause;
- 25.4.4. Accept the response that in its judgment will be in the best interest of Lee County

26. PRESENTATION/INTERVIEW PROCESS (if applicable)

26.1. **Formal Interview Evaluation Criteria:**

- 26.1.1. Overall impression of each Proposer's key Project Team members, i.e. Project Manager, Project Superintendent, Project Executive, Cost Estimator, etc.
- 26.1.2. Methodology presented to assure success.
- 26.1.3. Ability of Project Team to express confidence in the ability of the Proposer to complete the project within the time and cost budgeted.
- 26.1.4. Ability of Project Team to communicate during the interview process.
- 26.1.5. The Project Team's ability to effectively answer questions and problem solve in the meeting.

26.2. **Overall impression of the Proposer's Project Team. Presentation/Interview Format:**

- 26.2.1. The Proposers selected to be interviewed, in a Presentation/Question and Answer format, will be notified by the County. Each Proposer selected for further consideration shall be notified and informed of a place and time for the interview session. All members of the Selection Committee will be present during the formal interview.

26.3. **Issues to Address at Presentation/Interview:**

- 26.3.1. The intent of the formal interview process is to provide the Selection Committee with in-depth information from the Proposer in order to make a final selection of the best-suited Proposer for the contract. Proposers should consider their detailed plan for managing the cost, schedule and quality of the project, and any unique characteristics or services the Proposer offers.
- 26.3.2. Key personnel that should be present at the interview, as a minimum, shall include the Project Superintendent, Project Manager, Project Executive, and Cost Estimator.

26.4. **Final Selection:**

- 26.4.1. Candidates interviewed will be ranked, with the highest ranked Proposer selected to enter into contract negotiations. As a result of the interviews, the County will then attempt to negotiate a contract with the highest-ranked Proposer. If negotiations are not successful with the highest-ranked Proposer, the County will then negotiate with the second-ranked Proposer, and so on.

27. RFP – EVALUATION/ SELECTION COMMITTEE

- 27.1. The selection of Proposer(s) shall be by a Selection Committee consisting of five (5) staff representatives, as a minimum, from the appropriate County Departments as approved by the Procurement Management Director or designee.
- 27.2. 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 chose to short-list Proposers/Firms to be interviewed to determine final selection.

28. WITHDRAWAL OF PROPOSAL

- 28.1. 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.
- 28.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 28.3. 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:
 - 28.3.1. The proposer acted in good faith in submitting the proposal,

- 28.3.2. 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,
- 28.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
- 28.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

29. PROTEST RIGHTS

- 29.1. 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.
- 29.2. "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)
- 29.3. 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.
- 29.4. 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.
 - 29.4.1. The notice must clearly state the basis and reasons for the protest.
 - 29.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
- 29.5. 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.
- 29.6. **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.**

30. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 30.1. 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.

31. CONTRACT ADMINISTRATION

- 31.1. **Designated Contact:**
 - 31.1.1. 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.
 - 31.1.2. 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.
- 31.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
 - 31.2.1. 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.**
 - 31.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
 - 31.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 31.3. **RFP – Basis of Award:**
 - 31.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

31.4. **Agreements/Contracts:**

- 31.4.1. 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>.

31.5. **Records:**

- 31.5.1. 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.
- 31.5.2. 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:
- 31.5.2.1. Keep and maintain public records required by the County to perform the service.
- 31.5.2.2. 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.
- 31.5.2.3. 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.
- 31.5.2.4. 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.
- 31.5.3. 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>.**
- 31.5.4. 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.
- 31.6. **Termination:**
- 31.6.1. 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.

- 31.6.2. 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”.)
- 31.6.3. 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.
- 31.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 31.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 31.6.4.2. 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;
 - 31.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
 - 31.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

32. WAIVER OF CLAIMS

- 32.1. 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.

33. LEE COUNTY PAYMENT PROCEDURES

- 33.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 33.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 33.3. 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.
- 33.4. 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.

34. MATERIAL SAFETY DATA SHEETS (MSDS) (if applicable)

- 34.1. 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.

35. DEBRIS DISPOSAL (if applicable)

- 35.1. 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.

36. SHIPPING (if applicable)

- 36.1. 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 proposers 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.

36.2. 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.

37. INSURANCE (AS APPLICABLE)

37.1. 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.



Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this 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, contractual liability exposures with minimum limits of:

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

- 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:

\$1,000,000 combined single limit (CSL)
 \$500,000 bodily injury per person
 \$1,000,000 bodily injury per accident
 \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 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:

\$500,000 per accident
 \$500,000 disease limit
 \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b 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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

End of Insurance

1. 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.

2. BASIS OF AWARD

This is a "Master" contract, which is not for any specific project. All awarded vendor(s) under this contract will follow the process in Special Conditions Section 3 to obtain the opportunity to submit a proposal for each specific project. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by the requesting department. Issuance of a purchase order will serve as the Notice to Proceed if less than \$25,000.00. A formal Notice to Proceed will be issued if more than \$25,000.01, by the Procurement Management Division.

Lee County proposes to establish a pre-qualified selection of contractors to perform Fencing Services on an as needed basis.

Firm(s) must have all required license/certifications at the time the solicitation opening listed and show evidence within your submittal.

3. Each project/ Supplemental Task Order (STA), will not exceed \$200,000.00.

- 3.1. Any project/STA, **\$25,000.00 or less** may be awarded to the vendor holding a valid contract under this bid, able to meet the required schedule.
- 3.2. Any project/ STA, **\$25,000.01, but less than \$200,000.00** must be quoted by a **minimum of 3 awarded vendors** holding a valid contract under this Bid. Any project/task order **over \$100,000.00** must provide a payment and performance bond.
- 3.3. No vendor will be paid more than **\$1,000,000.00 per year**.
- 3.4. **Notice to Proceed (NTP)**
 - 3.4.1. All project/ STA, **\$25,000.00 or less** will **use the purchase order** as the notice to proceed. The start date and date or the number of day to complete the project must be included on the purchase order. If the start date is left off the purchase order then the date of the purchase order approval will default as the NTP start date.
 - 3.4.2. Projects **\$25,000.01 but less than \$200,000.00** will have a **formal NTP issued through the Procurement Management Division**.
- 3.5. The County retains the right to select any vendor to whom a multiple-vendor award has been made.
- 3.6. The County retains the right to separately and competitively bid any and all job estimates greater than **\$200,000.00**.

End of Special Conditions

LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RFP160533DKR
Fencing Services for Lee County

1. GENERAL SCOPE OF PROJECT

The purpose of this proposal is to establish a contract(s) for materials and labor as required for the installation and repair of various types of fencing on Lee County property. The Contractor(s) shall provide the plans, materials, fabrication and installation labor, supervision, equipment, tools, travel, fuel costs, removal of refuse from Lee County property, site prep and disposal of refuse necessary to perform the services required in accordance with the proposal documents or as defined prior to construction by a Lee County representative.

2. BOND/SURETY (CONSTRUCTION)

2.1. Bonding/Surety is required for construction projects over \$100,000.00 unless otherwise noted.

2.2. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Ordinance 95-2-102, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful Proposer. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Proposers performance under such Contract.

2.2.1. A public Payment and Performance bond must be properly executed, by the Surety Company and successful Proposer, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.

2.2.2. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.

2.3. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.

2.4. **Personal Checks are not acceptable to Lee County as a Bid Security.**

2.5. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

2.6. **Letter of Bondability:** This bid does not require a Bid Bond, however the Bidder must submit with their bid a Letter of Bondability from their Surety Company (not the surety agent) showing their bonding capacity which shall not be less than \$200,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of A- (Excellent) or better if Contractor's bid is over \$100,000.00.

If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-Fact, to make, execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability.

3. LIQUIDATED DAMAGES (CONSTRUCTION)

3.1. Proposers hereby agree, if this proposal is accepted, to commence work under this project on or before ten (10) calendar days from the receipt of the Notice to Proceed and to fully complete all work on the project within the contract time stipulated. The Proposer further agrees to pay the determined dollar amount in the liquidated damages for each consecutive calendar day beyond final completion of work is delayed.

3.1.1. Liquidated Damages to be determined by means of one of the following methods to be determined (TBD.)

3.1.1.1. Liquidated damages will be based on the entire project amount per calendar day using the table below:

Estimated Project Cost Over	Estimated Project Cost But Less than	Daily Charge Per Calendar Day
\$0.00	\$50,000.00	\$645.00
\$50,000.00	\$250,000.00	\$760.00
\$250,000.00	\$500,000.00	\$970.00
\$500,000.00	\$2,500,000.00	\$1,500.00
\$2,500,000.00	\$5,000,000.00	\$2,400.00
\$5,000,000.00	\$10,000,000.00	\$3,300.00
\$10,000,000.00	\$15,000,000.00	\$4,600.00
\$15,000,000.00	\$20,000,000.00	\$4,300.00
\$20,000,000.00 over		\$5,700.00 plus .00005

OR

3.1.1.2. Liquidated Damages amount to be based on the following formula:

“Contract Price or GMP/Days to Substantial Completion * 15-20% (TBD)”

The successful Proposer shall be liable to the County for per diem liquidated damages in the amount of \$TBD, for each calendar day of delay in achieving substantial completion as set forth herein. The per diem liquidated damages will be subject to change based upon the establishment of the actual contract price.

4. PERMITS (CONSTRUCTION)

- 4.1. Unless otherwise specified herein, the Contractor will secure and pay for all permits, impact fees, and licenses and will pay for all governmental charges and inspection fees necessary for the prosecution of the work. County permits and fees are required to be obtained and paid for by the Contractor.
- 4.2. The Contractor will also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 4.3. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.
- 4.4. Pursuant to the requirements of Florida Statute 218.80, this is a disclosure of permits and fees to be paid by the Contractor to complete the scope of work as described herein. This list does not relieve the successful bidder/vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.- The County will reimburse the Contractor for any permits required during the life of this contract.

5.0. MINIMUM REQUIREMENTS/RELATED PROJECT EXPERIENCE

Relevant Projects/References: Provide Three (3) commercial references. (Complete Form 1a Minimum Requirements Table) For each project include:

- 5.0.0. Project Name
- 5.0.1. Project Address
- 5.0.2. Project Contact Name
- 5.0.3. Project Contact Email
- 5.0.4. Project Contact Telephone Number
- 5.0.5. Initial and final construction costs
- 5.0.6. Planned construction schedule vs. actual construction schedule
- 5.0.7. Project Size (sq. ft.)
- 5.0.8. Summary of the project scope

- 5.1. A Proposer will be selected to provide all goods and services necessary for the successful completion of the project.

6. REQUIRED PROPOSAL FORMAT AND RESPONSE INFORMATION

- 6.0. All information for written proposals shall be included in the appropriate Tab. All other information that is undesignated shall be included in Tab 4. Place page numbers at the bottom of every page, excluding dividers. If any of the information provided by the Proposer is found to be, in the opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable this proposal may be rejected.

- 6.0.0. **TAB 1: Company Qualifications:** Provide a brief statement of company qualifications. Include office location that will be responsible for this project.
- 6.0.1. **TAB 2: Personnel Qualifications:** Firm must have all required license/certifications at the time of your submittal. Provide a list of employees with license type and number, credentials of training received in fence installation and repair.
- 6.0.2. **TAB 3: Services/References:** Insert “Form 1a Minimum Requirements Table” and any additional Service/Reference related information. Include project information which best illustrate the experience of the Proposer and current staff to be assigned to work on this project.
- 6.0.3. **TAB 4: Required Documents:** Forms, licenses, certifications, www.Sunbiz.org print-out, Bid Bond, etc. (Tab 4 information not part of page count.)

7. SCORING CRITERIA

Category	Category Title	Category Description	Points
1	Qualifications of Company	Provide a brief statement of company qualifications. Include office location that will be responsible for this project.	50
2	Personnel	Firm must have all required license/certifications at the time of your submittal. Provide a list of employees with license type and number, credentials of training received in fence installation and repair.	20
3	Services/References	Insert "Form 1a Minimum Requirements Table" and any additional Service/Reference related information. Include project information which best illustrate the experience of the Proposer and current staff to be assigned to work on this project.	30
Maximum Total Points			100

8. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, February 24, 2017	N/A
Pre-Proposal Meeting	N/A	9:30 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Wednesday, March 29, 2017	Prior to 2:30 PM
First Committee Meeting Short list discussion	N/A	TBD or 12:00 AM *
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	N/A	TBD or 12:00 AM *
Commission Meeting	TBD	

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>
---------------	--------------------------

1	<i>Solicitation Response Form</i>
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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.

1a	<i>Minimum Requirements Table (RFP)</i>
-----------	--

Provide relevant project information.

1b	<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 **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 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.

2	<i>Affidavit Certification Immigration Laws</i>
----------	--

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

3	<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.

1. **Section 1:** Bidder/Proposer to complete with reference respondent’s 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 a 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) NOT APPLICABLE*

Self explanatory.

9 *Letter of Bondability* 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.)

Form 1 – Solicitation Response Form

**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: _____ Deadline Date: 3/29/2017

SOLICITATION IDENTIFICATION: RFP160553DKR

SOLICITATION NAME: Fencing Services for Lee County

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, Fort Myers, 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.

Form#1 – Solicitation Form, Page 2

- 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

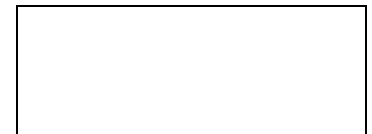
ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER.
WITNESSED AND SEALED (IF APPLICABLE)

 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 655555
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

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

Proposer Name:

Owner Name:

Project Name:

Project Address:

Owner Representative:

Representative

Telephone:

Representative E-Mail:

Project Cost:

GMP

Final

Construction Schedule:

Planned

(calendar days)

Actual

(calendar days)

Project Size:

Sq. Ft.

Summary of Project Scope:

Owner Name:

Project Name:

Project Address:

Owner Representative:

Representative

Telephone:

Representative E-Mail:

Project Cost:

GMP

Final

Construction Schedule:

Planned

(calendar days)

Actual

(calendar days)

Project Size:

Sq. Ft.

Summary of Project Scope:



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP160533DKR SOLICITATION NAME: Fencing Services for Lee County

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 # RFP160533DKR

Fencing Services for Lee County

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: _____	
Summarize Scope: _____		Project Cost: _____	

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 Name)

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 <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

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.

**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. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) _____

6. Number of available employees for this contract _____

Form 6-Sub-contractor List**SUB-CONTRACTOR LIST**

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

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.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

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 statement. (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: _____

Form#8: Trench Safety (Required for Construction Projects Only)**TRENCH SAFETY- NOT APPLICABLE**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

(serial number, if any)

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.:	RFP160533DKR
SOLICITATION TITLE:	Fencing Services for Lee County
DATE DUE:	Wednesday, March 29, 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
Note: proposals received after the time and date above will not be accepted.	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY

FIRST AMENDMENT TO AGREEMENT FOR FENCING SERVICES FOR LEE COUNTY

THIS FIRST AMENDMENT TO AGREEMENT FOR FENCING SERVICES FOR LEE COUNTY, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Century Fence Company, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for fencing services, through Solicitation RFP160553DKR with Vendor on the 11th day of December, 2017 ("Agreement"); and,

WHEREAS, the Parties desire to modify the project award procedures in the Exhibit A Scope of Services and utilize solely Purchase Orders and not Supplemental Task Authorizations for this Agreement; and,

WHEREAS, the Parties desire to raise the bond requirement in Exhibit C – Performance and Payment Bonds from \$100,000.00 to \$200,000.00; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVII. Miscellaneous of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that the entirety of the Exhibit A Scope of Services shall be removed and superseded by the following:

"Contractor shall provide fencing services in accordance with the Solicitation and Purchase Orders issued under this Agreement, if any.

Award of Project

Individual projects may be awarded, and authorized via a Purchase Order, to any of the firms approved by the Board of County Commissioners under the Solicitation. Award shall be made as follows:

- Any project/task with a total cost of \$25,000.00 or less may be awarded via a purchase order to any firm holding a valid contract under this bid to meet the required project schedule.
- Any project/task with a total cost of \$25,000.01, but less than \$200,000.00 shall be quoted by a minimum of three (3) of the approved firms holding a valid contract under Solicitation No. RFP160553DKR and awarded via a Purchase Order.

Performance of Work Under This Agreement

All work shall be provided and performed in accordance with the Technical Specifications of the Solicitation and as further described in any Purchase Order issued under this Agreement.”

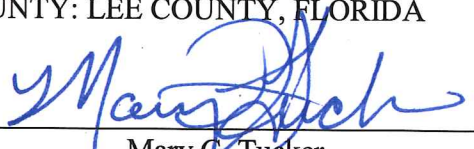
2. The Parties agree that all uses of the term “Supplemental Task Authorization” throughout the Agreement and the corresponding exhibits shall be superseded by the term “Purchase Order.”
3. The Parties agree that the term “\$100,000.00” in Exhibit C - Performance and Payment Bonds shall be superseded by “\$200,000.00.”

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective parties hereto.

DATED this 14 day of March, 2019 by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 

Mary G. Tucker

Director of Procurement Management, on
behalf of the Board of County
Commissioners

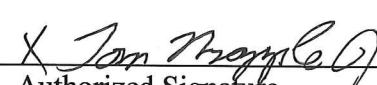
APPROVED as to Form for the Reliance of
Lee County Only

BY: 

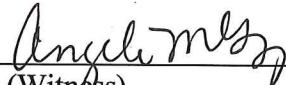
County Attorney's Office

DATED this 31 day of Jan, 19 by Century Fence Company, Inc.

ATTEST:

BY: 

Authorized Signature


(Witness)

Tom Mazzola Jr

Authorized Signature Printed Name

President

Authorized Signature Title

CORPORATE SEAL:

Century Fence Co. Inc.

1010 S.E. 9th Street

Cape Coral FL 33990

Phone 239-574-3122

10/8/21

Chelsea

Town of Ft Myers Beach

Quote for Ft Myers Beach Elementary School

Remove 77' of 6' high galvanized chain link fence including 20' cantilever slide gate and gate operator.

Price: \$ 800.00

Furnish and install 700' of 6' high galvanized chain link fence including 1-20' wide cantilever slide gate and 1-20' wide double swing gate

Price: \$ 22,340.00

Furnish and install 1 Viking H10 battery backup chain drive slide gate operator with surge protection for high voltage, stainless steel chain and ground rod. Operating system includes 2 transmit receive photo eyes across opening (one inside, one outside), one photo eye for back travel of gate, 1 safety loop, 1 free exit loop, EVAC for fire department and 1 key pad for entry. Fastners to mount photo eyes and operator to pad will be stainless steel. All low voltage wire will be pulled by us.

Price: \$ 10,250.00

Add 1 – 6' high x 20' wide double swing

Price: \$ 2,750.00

NOT INCLUDED IN PRICE: power for gate operator, conduit under road for photo eyes, back travel photo eye and key, 3 pull boxes, permit

Total price: \$ 36,140.00

Price is valid for 5 days

Tom Mazzola

1. Requested Motion:

Meeting Date: October 18, 2021

Approve Resolution 21-51, Impact fees for Bay Oaks Sidewalks, Allocate and appropriate Road Impact Funds and appropriate a contract with Scott Commercial Contracting, LLC. for concrete construction work and accessory items for Bay Oaks front parcel and School Street sidewalk in the amount of \$32,879 in the FY22 budget, piggybacking Lee County's Contract, B190074JJB - Concrete Flat Work Sidewalks, Curbs, Gutters and other Related Items Contract.

Why the action is necessary:

To construct all concrete work including sidewalks in the front parcel of Bay Oaks and along School Street.

What the action accomplishes:

Authorizes the Town Manager to execute the contract and begin the work.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

Attachments:

1. 21-51, Resolution 21-51 re Bay Oaks Sidewalks(127135486.1)-C
2. Renewal Confirmation.Scott.2022
3. B190074JJB - Concrete Flatwork - Scott - Proj Assign Am
4. Contract Summary Information Updated 8.16.21 - Scott
5. 2021.10.07 Bay Oaks-Entrance Parcel 1
6. exhibit 1 Estimate
7. 2021.10.07 Bay Oaks-School St Sidewalk 2
8. exhibit 2 Estimate

Financial Impact:

\$32,879, Road Impact Fees

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve the piggyback 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
Roger Hernstadt, Town Manager

Created/Initiated - 10/11/2021
Approved - 10/11/2021
Approved - 10/13/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

RESOLUTION NUMBER 21-51

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A PIGGYBACK CONTRACT WITH SCOTT COMMERCIAL CONTRACTING, LLC AND APPROPRIATING AND ALLOCATING ROAD IMPACT FEE REVENUE FOR THE DESIGN AND CONSTRUCTION OF NEW SIDEWALKS IN THE BOULEVARD ZONING DISTRICT, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Town wishes to design and construct new sidewalks in the “Boulevard Zoning District” to provide for pedestrian connectivity between Bay Oaks Park and Estero Boulevard (“Project”); and

WHEREAS, under the Town Code, the purchase of goods under a contract awarded by another governmental entity is authorized provided the finance department director makes a written determination that time and expense factors make it financially advantageous for the Town to do so; and

WHEREAS, Lee County and Scott Commercial Contracting, LLC (“Scott Contracting”) have entered into a competitively procured contract for concrete flatwork, sidewalks, curbs and gutters, and the Town’s finance director has determined that piggybacking on this contract is financially advantageous to the Town; and

WHEREAS, the Town wants to appropriate and allocate collected road impact fees to be utilized for the Project.

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

Section 1. The above recitals are true 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 piggyback contract between the Town and Scott Construction for the Project attached as Exhibit “A” is approved. The Town Manager is authorized to execute the contract on behalf of the Town and expend appropriated funds.

Section 3. The Town appropriates and allocates road impact fee funding in the amount of \$32,879.00 for the Project and authorizes the Town Manager make the appropriate budgetary adjustments to reflect this budget appropriation.

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

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

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

ADOPTED this 18th 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.



Kevin Ruane
District One

August 13, 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

Mr. John Scott
Scott Commercial Contracting, LLC
13999 W SR 78
Moore Haven, FL 33471

SUBJECT: Renewal of Annual Contract No. B190074JJB
Concrete Flat Work, Sidewalks, Curbs, Gutters, and Other Related Items

Dear Mr. Scott:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 9/3/21 through 9/2/22.

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 9, 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

Mr. John Scott
Scott Commercial Contracting, LLC
13999 W SR 78
Moore Haven, FL 33471

Subject: Renewal of Annual Contract B190074JJB
Concrete Flat Work Sidewalks, Curbs, Gutters and Other Related Items

Dear Mr. Scott:

The above-referenced annual contract will expire on September 2, 2021, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (9/3/21 – 9/2/22). 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 24, 2021, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

CS 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

Title

Date

Lee County:

Signature of Authorized Official

Procurement Management Director

Title

Date

P.O. Box 398, Fort Myers, Florida 33902-0398 Phone: (239) 533-2111
www.leegov.com

AN EQUAL OPPORTUNITY EMPLOYER

FIRST AMENDMENT OF AGREEMENT FOR CONCRETE FLAT WORK
SIDEWALKS, CURBS, GUTTERS, AND OTHER RELATED ITEMS

THIS FIRST AMENDMENT OF THE AGREEMENT FOR CONCRETE FLAT WORK
SIDEWALKS, CURBS, GUTTERS, AND OTHER RELATED ITEMS, made and entered into
by and between the Lee County Board of County Commissioners, a political subdivision of the
State of Florida ("County") and Scott Commercial Contracting LLC, ("Contractor"), collectively,
the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of concrete flat work
sidewalks, curbs, gutters, and other related items for Lee County, through Solicitation Number
B190074JJB with Contractor on the 11th day of September, 2019, ("Agreement"); and,

WHEREAS, Exhibit A, Scope of Services to the Agreement establishes all projects up to
\$500,000.00 must be quoted by all awarded contractors before award of the County Project
Authorization; and,

WHEREAS, it was discovered after the execution of the Agreement, that it would be in the
best interest of the County for projects with a total cost of more than \$50,000.00, but less than
\$500,000.01, to be quoted by three (3) awarded Contractors under the Contract; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Section 13.
Modification of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL
COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

[The remainder of this page intentionally left blank.]

1. Section B. Award of County Project Authorizations in Exhibit A Scope of Services shall be superseded by:

“As provided by the Solicitation, individual projects may be awarded and authorized via County Project Authorization, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

All projects with a total cost of **\$50,000.00 or less** may be awarded to any firm holding a valid contract under this bid able to meet the required project schedule.

All projects with a total cost of **more than \$50,000.00, but less than \$500,000.01**, shall be quoted by **a minimum of three (3) awarded Contractors** holding a valid contract under Solicitation No. B190074JJB before award of the County Project Authorization. When quotes are requested, the Contractor’s submittal shall be based on the unit prices provided by Exhibit B, or lower prices. The quote shall not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under the Solicitation, with the lowest quoted price, able to meet the required project schedule.”

2. The Parties agree that the Scope of Services in Exhibit A of the Agreement shall be supplemented by the following clause:

“The County retains the right to separately and competitively bid any and all projects/tasks, with a total cost of **\$500,000.01 or more**, outside of Solicitation No. B190074JJB.”

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this 16 day of January, 2019 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 
Mary G. Tucker
Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: 
County Attorney's Office

DATED this 10th day of January, 2019 by Scott Commercial Contracting LLC.

ATTEST:

BY: 
Authorized Signature


(Witness)


Authorized Signature Printed Name


Authorized Signature Title

CORPORATE SEAL:

CONTRACT SUMMARY INFORMATION

Purchase is made in accordance with the Terms and Conditions of Lee County Solicitation Number B190074JJB.

Solicitation No.: B190074JJB
Project Title: Concrete Flat Work Sidewalks, Curbs, Gutters and other Related Items - Annual
Start Date: 9/3/2019
Expiration Date: **9/2/2022** **Renewed Twice**
Board Date: 9/3/2019
Agenda Item: 14
Term: One Year
Renewal Options: Three additional one-year terms

Awarded Vendor: BRT Development, LLC dba Titan Foundations and Grading – C8525
Address Book No.: 452392
Contact Person: Marvin Courson
Phone No.: 239.222.8159
Fax No.: 239.931.9776
Email Address: Trey@TitanFG.com

Awarded Vendor: Neubert Construction Services, Inc. – C8524
Address Book No.: 106495
Contact Person: Tyler Neubert
Phone No.: 239.332.8800
Email Address: tyler@neubertconstruction.com

Awarded Vendor: Pavement Maintenance, LLC – C8523
Address Book No.: 406539
Contact Person: Joseph Ward
Phone No.: 239.334.6760
Fax No.: 239.334.6553
Email Address: Jward@pmioffortmyers.com

Awarded Vendor: Scott Commercial Contracting, LLC – C8526
Address Book No.: 440631
Contact Person: John Scott
Phone No.: 239.340.8695
Email Address: info@team-scott.com

Awarded Vendor: Villa Fuerte Construction, LLC – C8522
Address Book No.: 446658
Contact Person: Jose Villa Fuerte
Phone No.: 863.444.0143
Email Address: jose.villafuerte.albor@gmail.com

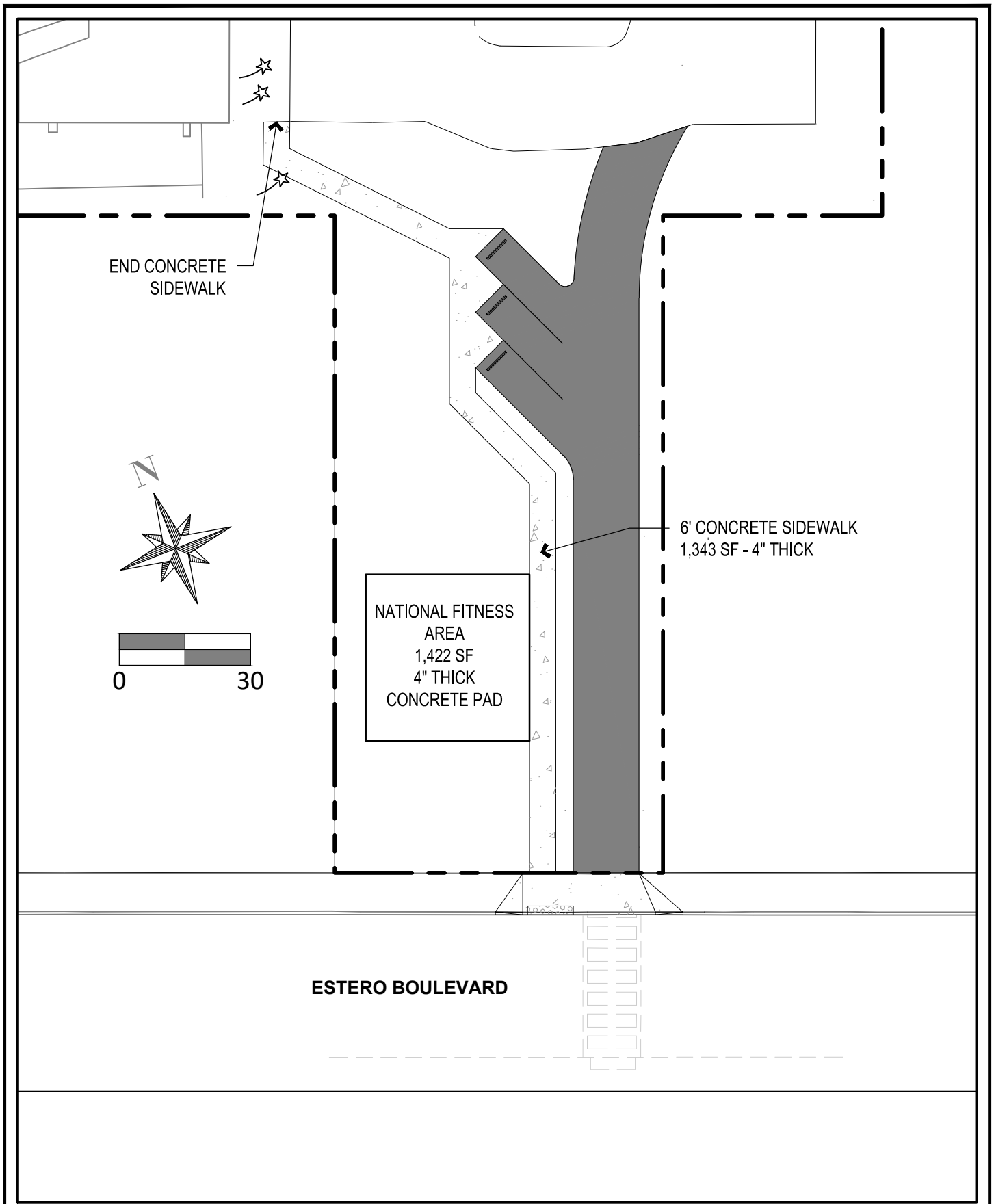
NOTES:

This is a “Master” contract, which is not for any specific project. Under this contract work shall be authorized, scheduled, funded and accounted for through the issuance of County Project Authorizations (CPA), by the requesting department, division or other governmental entity. The County’s intent is to award a pool of vendors who meet the minimum criteria and qualifications.

1. Do not commence work under the Contract until after the County has issued a written Notice to Proceed. The Contract Time shall commence to run from the date specified in the Notice to Proceed.
2. All projects with a total cost of \$50,000.00 or less may be awarded to any firm holding a valid contract under this bid able to meet the required project schedule.
3. All projects with a total cost of more than \$50,000.00, but less than \$500,000.01, shall be quoted by a minimum of three (3) awarded Contractors holding a valid contract under Solicitation No. B190074JJB before award of the County Project Authorization.
4. When quotes are requested, the Contractor’s submittal shall be based on the unit prices provided by Exhibit B, or lower prices.
5. The quote shall not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under the Solicitation, with the lowest quoted price, able to meet the required project schedule
6. The County retains the right to separately and competitively bid any and all projects/tasks, with a total cost of \$500,000.01 or more, outside of Solicitation No. B190074JJB.”
7. County will measure all work completed under the Contract in accordance with the United States Standard [International System of Units (SI) Measures]
8. Sidewalks square yards are bid at unit price for six (6) inches of thickness for thickness other than six (6) inches a multiplier will be used to calculate the square yards. All Sidewalks shall have a depth of six (6) inches unless otherwise specified in the CPA.
9. All Other Bid Items shall be measured using the unit of measure on the bid schedule.
10. The Procurement Director may authorize annual (every 365 calendar days) price adjustments based on percentage change from U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) (<https://www.bls.gov/PPI/>) for the bid materials PPI commodity groups and item codes.
11. Requests shall be in writing addressed to the Procurement Director and received thirty (30) days prior to the annual adjustment date (month and day of contract execution date of the current year). If a Contractor fails to

request a PPI price adjustment thirty (30) days prior to the adjustment date, the adjustment will be effective thirty (30) days after the Procurement Management Department receives their written request.

12. Contractors requesting price adjustments shall be responsible in providing the information using the PPI Commodity Data located on BLS website. All price adjustments calculations must be shown for verification and approval.
13. No retroactive contract price adjustments shall be allowed.



Project owner: Town Of Fort Myers Beach FL
 Project Address: 2633 Estero Blvd, Fort myers beach FL
 Estimate Date:10/07/2021
 Exhibit # 1



Item no.	Item Description	Quantity	Unit	Unit Price	Extended Amount
15	4" Thick Concrete, Install/Replacement	308	SY	\$ 61.00	\$ 18,788.00

Total price \$ 18,788.00

ACCEPTED BY:

SIGN : _____

NAME : _____

TITLE : _____

DATE : _____

PROPOSED BY:

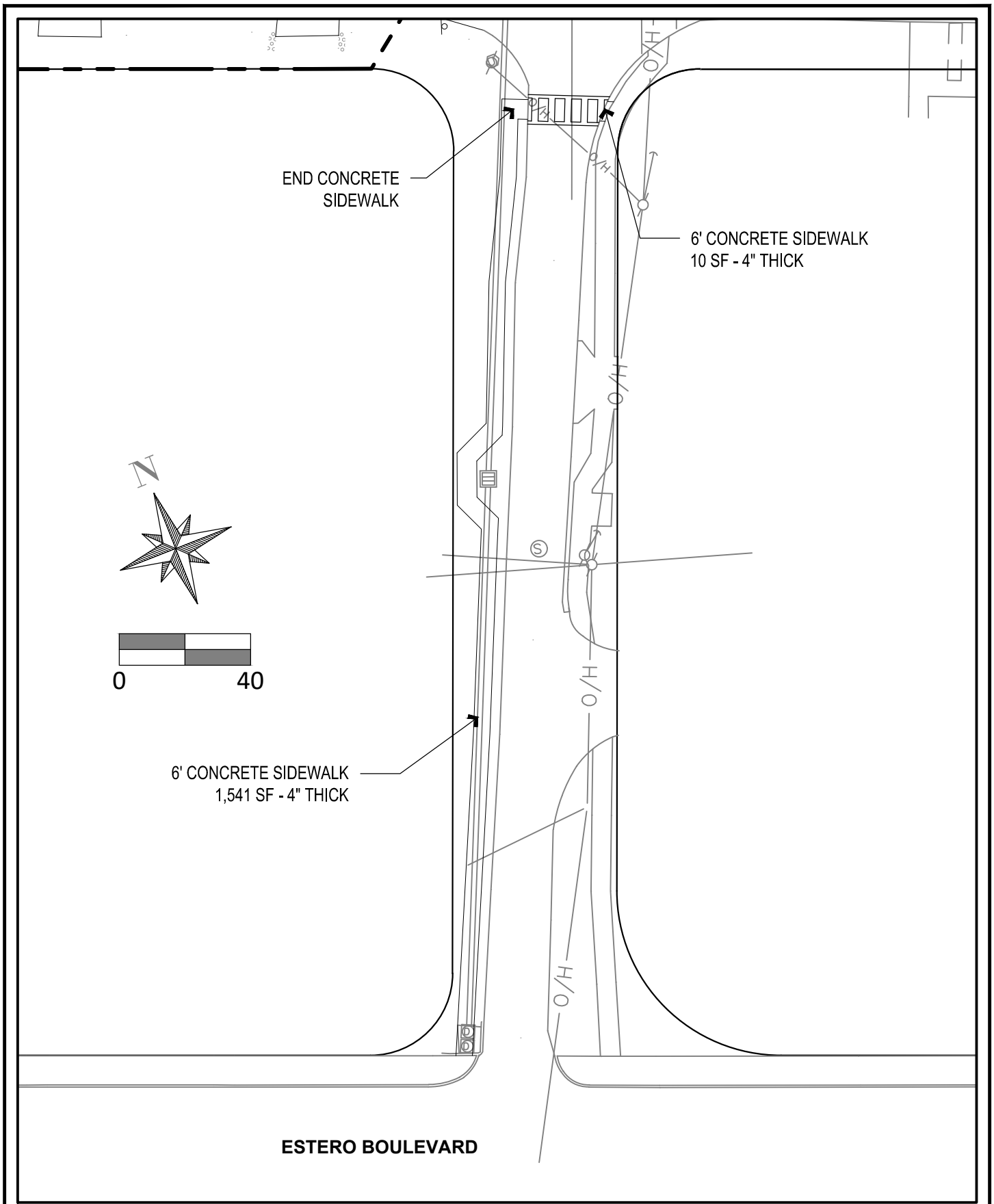
SCOTT COMMERCIAL CONTRACTING , LLC

Shaine green

Estimator/ General forman

Pricing includes one mobilization and one demobilization only
 Scott commercial contracting, LLC in not responsible for the following items
 Stakeout, Layout or survey (By others)
 Testing (other than LBR & Density)
 Rock excavation or removal from site
 Excavation of unsuitable materials
 Replacement of unsuitable materials with suitable material
 Impact fees and/or connection fees
 Bonds or permits (and fees associated)
 Sod, seed, landscaping or relocation or transplant of existing trees or landscaping
 Certified as-builds
 Dumpster/trash compactor pad or enclosure
 Removal or relocation of existing site lighting/power poles or bases
 Any and all fences or gates
 Proposed site lighting, light poles and bases
 Downspouts, gutters or Roof drains
 All underground piping will terminate 5' from building envelope
 All connections to building will be by others

Po Box 503, Alva FL, 33920
 Phone:239-340-8695
 Lic# CUC1225527-CBC1257180



Project owner: Town Of Fort Myers Beach FL
 Project Address: 2633 Estero Blvd, Fort myers beach FL
 Estimate Date:10/07/2021
 Exhibit # 2



Item no.	Item Description	Quantity	Unit	Unit Price	Extended Amount
14	4" Thick Concrete, Install/Replacement	183	SY	\$ 77.00	\$ 14,091.00

Total price \$ 14,091.00

ACCEPTED BY:

SIGN : _____

NAME : _____

TITLE : _____

DATE : _____

PROPOSED BY:

SCOTT COMMERCIAL CONTRACTING , LLC

Shaine green

Estimator/ General forman

Pricing includes one mobilization and one demobilization only
 Scott commercial contracting, LLC in not responsible for the following items
 Stakeout, Layout or survey (By others)
 Testing (other than LBR & Density)
 Rock excavation or removal from site
 Excavation of unsuitable materials
 Replacement of unsuitable materials with suitable material
 Impact fees and/or connection fees
 Bonds or permits (and fees associated)
 Sod, seed, landscaping or relocation or transplant of existing trees or landscaping
 Certified as-builds
 Dumpster/trash compactor pad or enclosure
 Removal or relocation of existing site lighting/power poles or bases
 Any and all fences or gates
 Proposed site lighting, light poles and bases
 Downspouts, gutters or Roof drains
 All underground piping will terminate 5' from building envelope
 All connections to building will be by others

Po Box 503, Alva FL, 33920
 Phone:239-340-8695
 Lic# CUC1225527-CBC1257180

1. Requested Motion:

Meeting Date: October 18, 2021

Approve Resolution 21-56, allocate and appropriate funds for contracting with Scott Commercial Contracting LLC for concrete construction work and accessory items for Fort Myers Beach Elementary School in the amount of \$27,758 as budgeted in FY22 budget, piggybacking Lee County's Contract, B190074JJB - Concrete Flat Work Sidewalks, Curbs, Gutters and other Related Items Contract.

Why the action is necessary:

To begin Fort Myers Beach Elementary School Improvements as agreed upon in the Land Exchange Interlocal.

What the action accomplishes:

Authorizes the Town Manager to contract with Scott Commercial Contracting.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

Attachments:

1. Resolution 21-56 re Piggyback Contract for School Sidewalks(127160074.1)-C
2. Contract Summary Information Updated 8.16.21 - Scott
3. Renewal Confirmation.Scott.2022
4. B190074JJB - Concrete Flatwork - Scott - Proj Assign Am
5. 2021.10.07 Bay Oaks-FMB Elementary School 3
6. exhibit 3 Estimate

Financial Impact:

\$27.758.00, Fund 41, Community Enhancement Fund

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve the piggyback 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
Roger Hernstadt, Town Manager

Created/Initiated - 10/11/2021
Approved - 10/11/2021
Approved - 10/13/2021
New - 1/1/1900

RESOLUTION NUMBER 21-56

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A PIGGYBACK CONTRACT WITH SCOTT COMMERCIAL CONTRACTING, LLC AND APPROPRIATING AND ALLOCATING FUNDING FOR THE DESIGN AND CONSTRUCTION OF NEW SIDEWALKS IN THE INSTITUTIONAL ZONING DISTRICT, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Town wishes to design and construct new sidewalks to provide for pedestrian connectivity between Fort Myers Elementary School, Bay Oaks Park, and associated playground equipment (“Project”); and

WHEREAS, under the Town Code, the purchase of goods under a contract awarded by another governmental entity is authorized provided the finance department director makes a written determination that time and expense factors make it financially advantageous for the Town to do so; and

WHEREAS, Lee County and Scott Commercial Contracting, LLC (“Scott Contracting”) have entered into a competitively procured contract for concrete flatwork, sidewalks, curbs and gutters, and the Town’s finance director has determined that piggybacking on this contract is financially advantageous to the Town; and

WHEREAS, the Town wants to enter into a piggyback contract with Scott Contracting for the Project.

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

Section 1. The above recitals are true 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 piggyback contract between the Town and Scott Construction for the Project attached as Exhibit “A” is approved. The Town Manager is authorized to execute the contract on behalf of the Town and expend appropriated funds.

Section 3. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

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

ADOPTED this 18th 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.

CONTRACT SUMMARY INFORMATION

Purchase is made in accordance with the Terms and Conditions of Lee County Solicitation Number B190074JJB.

Solicitation No.: B190074JJB
Project Title: Concrete Flat Work Sidewalks, Curbs, Gutters and other Related Items - Annual
Start Date: 9/3/2019
Expiration Date: **9/2/2022** **Renewed Twice**
Board Date: 9/3/2019
Agenda Item: 14
Term: One Year
Renewal Options: Three additional one-year terms

Awarded Vendor: BRT Development, LLC dba Titan Foundations and Grading – C8525
Address Book No.: 452392
Contact Person: Marvin Courson
Phone No.: 239.222.8159
Fax No.: 239.931.9776
Email Address: Trey@TitanFG.com

Awarded Vendor: Neubert Construction Services, Inc. – C8524
Address Book No.: 106495
Contact Person: Tyler Neubert
Phone No.: 239.332.8800
Email Address: tyler@neubertconstruction.com

Awarded Vendor: Pavement Maintenance, LLC – C8523
Address Book No.: 406539
Contact Person: Joseph Ward
Phone No.: 239.334.6760
Fax No.: 239.334.6553
Email Address: Jward@pmioffortmyers.com

Awarded Vendor: Scott Commercial Contracting, LLC – C8526
Address Book No.: 440631
Contact Person: John Scott
Phone No.: 239.340.8695
Email Address: info@team-scott.com

Awarded Vendor: Villa Fuerte Construction, LLC – C8522
Address Book No.: 446658
Contact Person: Jose Villa Fuerte
Phone No.: 863.444.0143
Email Address: jose.villafuerte.albor@gmail.com

NOTES:

This is a “Master” contract, which is not for any specific project. Under this contract work shall be authorized, scheduled, funded and accounted for through the issuance of County Project Authorizations (CPA), by the requesting department, division or other governmental entity. The County’s intent is to award a pool of vendors who meet the minimum criteria and qualifications.

1. Do not commence work under the Contract until after the County has issued a written Notice to Proceed. The Contract Time shall commence to run from the date specified in the Notice to Proceed.
2. All projects with a total cost of \$50,000.00 or less may be awarded to any firm holding a valid contract under this bid able to meet the required project schedule.
3. All projects with a total cost of more than \$50,000.00, but less than \$500,000.01, shall be quoted by a minimum of three (3) awarded Contractors holding a valid contract under Solicitation No. B190074JJB before award of the County Project Authorization.
4. When quotes are requested, the Contractor’s submittal shall be based on the unit prices provided by Exhibit B, or lower prices.
5. The quote shall not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under the Solicitation, with the lowest quoted price, able to meet the required project schedule
6. The County retains the right to separately and competitively bid any and all projects/tasks, with a total cost of \$500,000.01 or more, outside of Solicitation No. B190074JJB.”
7. County will measure all work completed under the Contract in accordance with the United States Standard [International System of Units (SI) Measures]
8. Sidewalks square yards are bid at unit price for six (6) inches of thickness for thickness other than six (6) inches a multiplier will be used to calculate the square yards. All Sidewalks shall have a depth of six (6) inches unless otherwise specified in the CPA.
9. All Other Bid Items shall be measured using the unit of measure on the bid schedule.
10. The Procurement Director may authorize annual (every 365 calendar days) price adjustments based on percentage change from U.S. Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) (<https://www.bls.gov/PPI/>) for the bid materials PPI commodity groups and item codes.
11. Requests shall be in writing addressed to the Procurement Director and received thirty (30) days prior to the annual adjustment date (month and day of contract execution date of the current year). If a Contractor fails to

request a PPI price adjustment thirty (30) days prior to the adjustment date, the adjustment will be effective thirty (30) days after the Procurement Management Department receives their written request.

12. Contractors requesting price adjustments shall be responsible in providing the information using the PPI Commodity Data located on BLS website. All price adjustments calculations must be shown for verification and approval.
13. No retroactive contract price adjustments shall be allowed.



Kevin Ruane
District One

August 13, 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

Mr. John Scott
Scott Commercial Contracting, LLC
13999 W SR 78
Moore Haven, FL 33471

SUBJECT: Renewal of Annual Contract No. B190074JJB
Concrete Flat Work, Sidewalks, Curbs, Gutters, and Other Related Items

Dear Mr. Scott:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 9/3/21 through 9/2/22.

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 9, 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

Mr. John Scott
Scott Commercial Contracting, LLC
13999 W SR 78
Moore Haven, FL 33471

Subject: Renewal of Annual Contract B190074JJB
Concrete Flat Work Sidewalks, Curbs, Gutters and Other Related Items

Dear Mr. Scott:

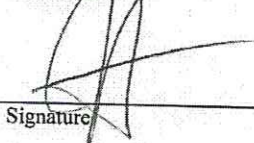
The above-referenced annual contract will expire on September 2, 2021, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (9/3/21 – 9/2/22). Therefore, we are requesting that you choose one of the following options and return this letter to 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 24, 2021, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

CS 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

CFO, owner
Title

06/11/21
Date

Lee County:


Signature of Authorized Official

Procurement Management Director
Title

8/9/21
Date

P.O. Box 398, Fort Myers, Florida 33902-0398 Phone: (239) 533-2111
www.leegov.com
AN EQUAL OPPORTUNITY EMPLOYER

FIRST AMENDMENT OF AGREEMENT FOR CONCRETE FLAT WORK
SIDEWALKS, CURBS, GUTTERS, AND OTHER RELATED ITEMS

THIS FIRST AMENDMENT OF THE AGREEMENT FOR CONCRETE FLAT WORK
SIDEWALKS, CURBS, GUTTERS, AND OTHER RELATED ITEMS, made and entered into
by and between the Lee County Board of County Commissioners, a political subdivision of the
State of Florida ("County") and Scott Commercial Contracting LLC, ("Contractor"), collectively,
the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of concrete flat work
sidewalks, curbs, gutters, and other related items for Lee County, through Solicitation Number
B190074JJB with Contractor on the 11th day of September, 2019, ("Agreement"); and,

WHEREAS, Exhibit A, Scope of Services to the Agreement establishes all projects up to
\$500,000.00 must be quoted by all awarded contractors before award of the County Project
Authorization; and,

WHEREAS, it was discovered after the execution of the Agreement, that it would be in the
best interest of the County for projects with a total cost of more than \$50,000.00, but less than
\$500,000.01, to be quoted by three (3) awarded Contractors under the Contract; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Section 13.
Modification of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL
COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

[The remainder of this page intentionally left blank.]

1. Section B. Award of County Project Authorizations in Exhibit A Scope of Services shall be superseded by:

“As provided by the Solicitation, individual projects may be awarded and authorized via County Project Authorization, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

All projects with a total cost of **\$50,000.00 or less** may be awarded to any firm holding a valid contract under this bid able to meet the required project schedule.

All projects with a total cost of **more than \$50,000.00, but less than \$500,000.01**, shall be quoted by **a minimum of three (3) awarded Contractors** holding a valid contract under Solicitation No. B190074JJB before award of the County Project Authorization. When quotes are requested, the Contractor’s submittal shall be based on the unit prices provided by Exhibit B, or lower prices. The quote shall not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under the Solicitation, with the lowest quoted price, able to meet the required project schedule.”

2. The Parties agree that the Scope of Services in Exhibit A of the Agreement shall be supplemented by the following clause:

“The County retains the right to separately and competitively bid any and all projects/tasks, with a total cost of **\$500,000.01 or more**, outside of Solicitation No. B190074JJB.”

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this 16 day of January, 2019 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: 
Mary G. Tucker
Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: 
County Attorney's Office

DATED this 10th day of January, 2019 by Scott Commercial Contracting LLC.

ATTEST:

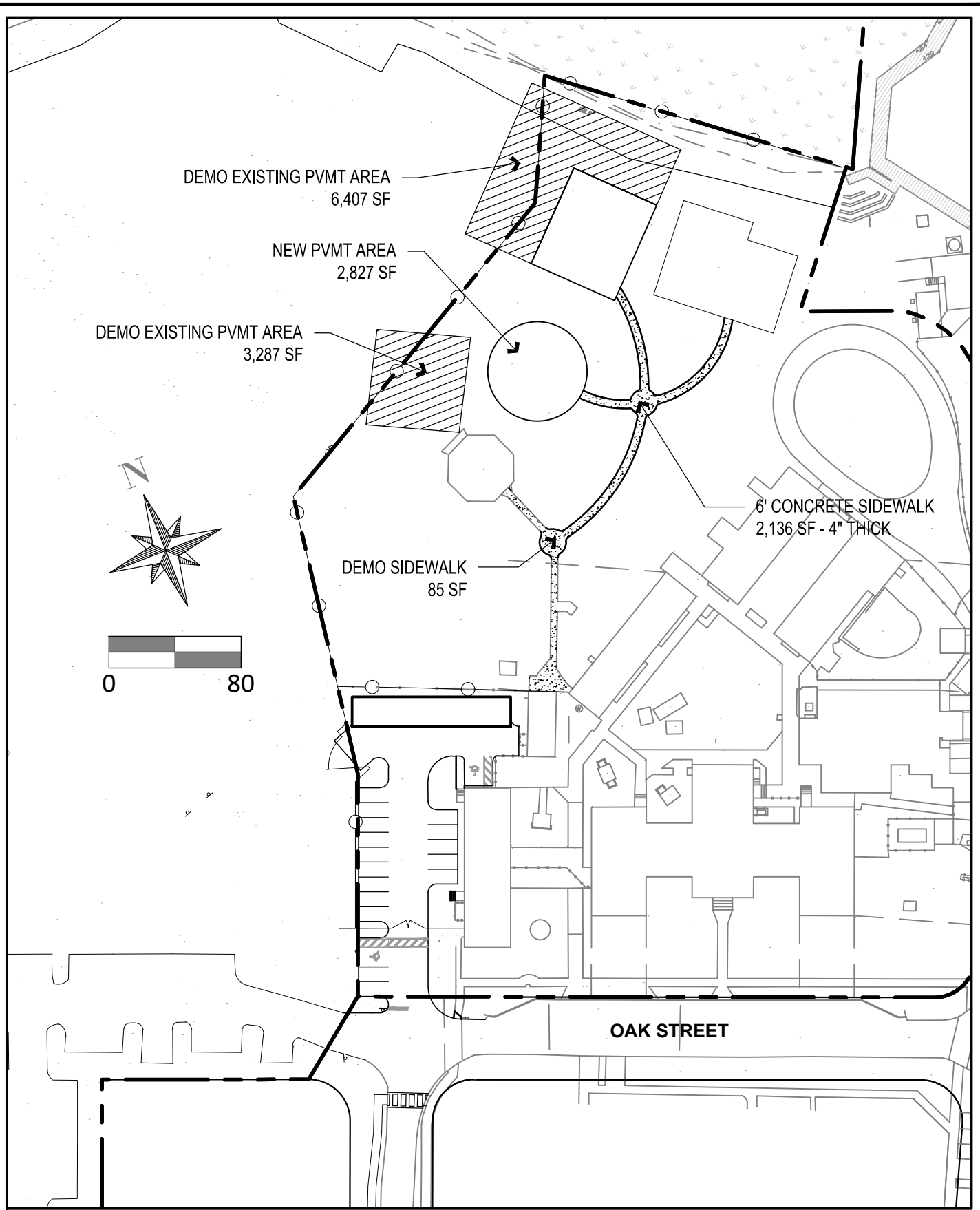
BY: 
Authorized Signature


(Witness)


Authorized Signature Printed Name


Authorized Signature Title

CORPORATE SEAL:



Project owner: Town Of Fort Myers Beach FL
 Project Address: 2751 Oak ST, Fort myers beach FL
 Estimate Date:10/07/2021
 Exhibit # 3



Item no.	Item Description	Quantity	Unit	Unit Price	Extended Amount
12	Concrete Sidewalk, Removal & Disposal of Existing	1086	SY	\$ 10.00	\$ 10,860.00
14	4" Thick Concrete, Install/Replacement	238	SY	\$ 71.00	\$ 16,898.00
Total price					\$ 27,758.00

ACCEPTED BY:

SIGN : _____
NAME : _____

TITLE : _____
DATE : _____

PROPOSED BY:

SCOTT COMMERCIAL CONTRACTING , LLC
Shaine green
Estimator/ General forman

Pricing includes one mobilization and one demobilization only
 Scott commercial contracting, LLC in not responsible for the following items
 Stakeout, Layout or survey (By others)
 Testing (other than LBR & Density)
 Rock excavation or removal from site
 Excavation of unsuitable materials
 Replacement of unsuitable materials with suitable material
 Impact fees and/or connection fees
 Bonds or permits (and fees associated)
 Sod, seed, landscaping or relocation or transplant of existing trees or landscaping
 Certified as-builds
 Dumpster/trash compactor pad or enclosure
 Removal or relocation of existing site lighting/power poles or bases
 Any and all fences or gates
 Proposed site lighting, light poles and bases
 Downspouts, gutters or Roof drains
 All underground piping will terminate 5' from building envelope
 All connections to building will be by others

Po Box 503, Alva FL, 33920
Phone:239-340-8695
Lic# CUC1225527-CBC1257180

1. Requested Motion:

Meeting Date: October 18, 2021

Authorization to install roadway lighting on Crescent Street, First Street, Second Street, Third Street and 5th Street in conjunction with the Downtown Sidewalks Project.

Why the action is necessary:

Avoid the cost of subsequent retrofits.

What the action accomplishes:

Authorizes the Town Manager to take appropriate action.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The overall stormwater/water project downtown includes pole and pull box locations need to be established, sidewalks, conduit and lighting installed on both sides of Crescent Street, First Street, Second Street, Third Street and Fifth Street.

Attachments:

Financial Impact:

Depends on Town Council's decision.

6. Alternative Action

Do not approve any lights with the project now.

7. Management Recommendations:

8. Recommended Approval:

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

Created/Initiated - 10/12/2021
Approved - 10/12/2021
Approved - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

1. Requested Motion:

Meeting Date: October 18, 2021

Approve, allocate and appropriate funds for Supplemental Task Authorization #1, in the not to exceed amount of \$212,000 for design and permitting of the Estero Island Shoreline Protection Project including additional geophysical surveys, access study, State funding requests, permit processing, final design, and stakeholder meeting administration. The Town is financially responsible for 14% of \$204,000 or \$28,560, plus \$8,000 for the southern segment beach access feasibility study.

Why the action is necessary:

The proposed Project includes restoration of designated critically eroding beaches and their long-term maintenance and nourishment. Per Section 161.088 of Florida Statutes, "Because beach erosion is a serious menace to the economy and general welfare of the people of this state and has advanced to emergency proportions... The Legislature declares that ... beach restoration and beach nourishment projects, as approved pursuant to s. 161.161, are in the public interest".

What the action accomplishes:

The scope of STA #1 will complete the Design & Permitting phase of the project.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Michael Poff with Coastal Engineering Consultants will be at the meeting to present on the project status and answer Council's questions.

The Project provides erosion control and includes beach nourishment for approximately 6.5 miles of critically eroding gulf shoreline along Estero Island, Lee County. The Project boundary extends from the terminal groin in the vicinity of Florida Department of Environmental Protection (FDEP) Reference Monument C-174A.5 to R-207. The total length of shoreline within the Project boundary is 33,923 feet. The length of shoreline within the Project boundary that is designated critically eroding by FDEP is approximately 30,905 feet (C-174A.5 to R-200, R-203 to R-207). The length of shoreline that has an established Erosion Control Line (ECL) is approximately 24,177 feet (C-174A.5 to R-198). The length of shoreline within the Little Estero Island Critical Wildlife Area (CWA) is approximately 5,662 feet (R-202 to R-207). Measurements and lengths presented herein are based on Mean High Water (MHW) measurements conducted by Coastal Engineering Consultants, Inc. (CEC) in May 2021 as part of the design survey.

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

- Restore critically eroding beaches;
- Maximize the infusion of beach-quality sand into the coastal system;
- Implement projects that contribute most significantly to addressing the state's beach erosion problems;

Attachments:

1. STA # 1 Design and Permitting of the Estero Island Shoreline Protection Project RFQ-21-09-EN

2. 21504 EI Att 5 Project Description 20210921
3. Project Presentation 21504 EI Pre-App 20211006
4. Budgeting 21504 POPCC 20210902

Financial Impact:

Currently, the State's cost share is 43%. TDC's cost share is 43%. The Town's cost share is 14%. See Attached.

6. Alternative Action

Do not approve STA #1.

7. Management Recommendations:

8. Recommended Approval:

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

Created/Initiated - 10/11/2021
Approved - 10/13/2021
Approved - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

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

X Supplemental Task Authorization

NO.: STA # 1

CONTRACT/PROJECT NAME: Design and Permitting of the Estero Island Shoreline Protection Project Phase 2

CONSULTANT: Coastal Engineering Consultants

PROJECT NO.: _____

SOLICIT NO.: RFQ-21-09-EN

CONTRACT NO.: _____

REQUESTED BY: Chadd Chustz/Daphnie Bercher Saunders DATE OF REQUEST: 10/18/2021

PURCHASE ORDER NUMBER: _____

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

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: 10/18/2021

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: 10/18/2021

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 10/18/2021

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 10/18/2021

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

RECOMMENDED:

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

ACCEPTED: Coastal Engineering Consultants

By: _____ Date _____
Consultant/Provider

TOWN APPROVAL:

By: _____ Date _____ By: _____ Date _____
Town Manager Town Attorney

Date to Proceed: _____

Cost of STA: LS \$212,000.00

Completion Due Date: _____

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Design and Permitting of the Estero Island Shoreline Protection Project - October 2021

Overview

STA NO. 1 : Design and Permitting of the Estero Island Shoreline Protection Project
Phase 2

The following services will be provided by Coastal Engineering Consultants:

TASK 8 ADDITIONAL GEOPHYSICAL SURVEYS

Conduct a detailed level combined geophysical and cultural resources survey of Pipeline Corridor 2 extending from the Borrow Area to the southern beach fill segment in the vicinity of R-204. The approximate line spacing will be 100 feet (30 meters). Appropriate “tie-lines” will be conducted perpendicular to the primary lines. The combined survey will include bathymetry, side-scan sonar, seismic, and magnetometer surveys. An RTK GPS will be utilized during the survey to accurately record track-line position. Conduct additional geophysical surveys of the Borrow Area concurrent with the design survey (prior authorization) to attempt to clear the previously identified anomalies and respective buffers. The approximate line mileage is 50 nautical miles.

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

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

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

with shipwrecks). Plot anomalies on the features target overview chart and tabulate the anomalies.

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

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

TASK 9 FUNDING PROGRAM

9A ACCESS STUDY

Assist Town staff to identify potential beach access points for improvement and/or acquisition and potential parking or conversion of upland properties to Vacation Rental Condos to increase the amount of State funds the Project would be eligible to receive. Assist Town prepare sketches and legal descriptions of two potential beach accesses through private property within the southern beach fill segment / Little Estero Island Critical Wildlife Area.

9B FY2023-2024 STATE FUNDING REQUEST

Prepare Project Description including Project length, nourishment interval, fill limits, fill volume, and length of shoreline armoring. Based on available beach profile data, compute 30-year erosion rates for Project limits and volume eroded from the design template since last renourishment project. Utilizing the inventory of existing beach accesses and associated public facilities (parking, restrooms, etc.), tabulate summaries and develop aerial maps to illustrate the length of accessible shoreline and degree of public access within the Project Area. Prepare Resolution for Town Council to approve agreeing to provide the local cost-share and affirming their support for Project and the FY2023-2024 Funding Requests. Assist the Town prepare and submit the FY2023-2024 annual funding application to the State for inclusion in the Beach Management Funding Assistance Program. Evaluate the associated State cost-share percentages that can be expected under existing State policies. Respond to one DEP Request for Additional Information per Funding Request.

9C FY2024-2025 STATE FUNDING REQUEST

Prepare Project Description including Project length, nourishment interval, fill limits, fill volume, and length of shoreline armoring. Prepare Resolution for Town Council to approve agreeing to provide the local cost-share and affirming their support for Project and the FY2024-2025 Funding Requests. Assist the Town prepare and submit the FY2024-2025 annual funding application to the State specific to monitoring only for inclusion in the Beach Management Funding Assistance Program.

TASK 10 PERMIT PROCESSING

Subsequent to submittal of the JCP application, serve as the Town’s agent for the permit process.

Compile, clarify, and provide existing information as may be requested by the agencies. Verify the JCP application processing fee amount and notify the Town when payment is due to FDEP. Seek to negotiate permit condition(s) for the Project that are acceptable to the Town. The Town will pay all required application processing and public noticing fees. Confer with the agencies to address staff questions during the permit process.

FDEP Permit Processing: Assist the Town respond to two FDEP requests for additional information (RAI). It is assumed that existing information (e.g., design details/analysis) will be sufficient to meet permit application requirements with minor adjustments, clarifications, or analysis.

USACE Permit Processing: Assist the Town respond to two USACE RAI's. Maintain informal contact with the USACE to address staff questions and expedite issuance of the USACE permit and will also respond to RAIs from the federal commenting agencies. If deemed acceptable by USACE staff:

- provide a draft of the required USACE Public Notice,
- assist the USACE with initiation of formal consultation with federal commenting agencies including NMFS, USFWS and EPA, and
- assist the USACE draft the Environmental Assessment Statement of Findings.

If FDEP or USACE mandates additional surveys, reports, modeling analysis or and studies beyond those identified herein, undertake these additional tasks under separate authorization, as directed by the Town.

Biological Opinions: Following concurrence that all required Project information has been received by the USFWS and NMFS, to facilitate preparation of their respective Biological Opinions, prepare detailed Project information including:

- Project description including equipment, vehicles, methodology; access corridors, (width, physical description, vegetation present, acreage of upland habitat to be impacted),
- biological summary of available historical nesting areas and data,
- Project specifics including identification of hours of construction, schedule for completion of the Project,
- nighttime monitoring requirements,
- proposed profile (slope, height, width),
- dune planting component of the Project and corresponding monitoring plan,
- discussion of turbidity control and monitoring,
- direct or indirect effects of the proposed fill,
- description of shore parallel dike used to confine and accommodate beach material from the pipelines (location, size),

- discussion regarding the Town lighting ordinance,
- status of FDEP and USACE permits,
- proposed hardbottom mitigation and corresponding monitoring.

TASK 11 FINAL DESIGN

11A SOUTH SEGMENT REDESIGN

Utilizing available data, make application to the Florida Department of Environmental Protection (FDEP) to request the State designate the shoreline segment between R-200 and R-203 as designated critically eroding concurrent with the JCP Application. Prepare and submit one RAI response to the FDEP. Upon successful redesignation, redesign the southern segment to address the ponding issues between R-199 and R-202 plus account for measured erosion along the shoreline between R-200 and R-203.

11B PLANS AND SPECIFICATIONS

Based on the permit processing results including comments received from the agencies, preliminary design documents approved by the Town and reviewed by FDEP, and utilizing the 2022 topographic and bathymetric surveys of the beach fill and borrow area to be conducted under separate contract, prepare final design drawings in the form of 11" x 17" construction plans. The plans will include location map; vicinity map; construction notes; survey control; schedule of values; plan views depicting beach fill, borrow area, construction access and staging areas, pipeline corridor and transport corridors; cross sections depicting dredge templates and beach fill templates; and dune plantings.

Prepare detailed construction specifications including description of work, special terms and conditions, quantity estimates, bid schedules, and technical specifications. The technical specifications will include order of work; construction standards for dredging, excavation, fill transport, fill placement, vegetative plantings, and environmental protection. Review for consistency the Town's standard bid documents including general terms and conditions.

Based on the final design documents, prepare a Final Opinion of Probable Construction Cost including a 10% contingency. Construction costs will be broken down by Project feature. Use construction contractor interviews to answer questions and reduce the risk and uncertainty. A list of assumptions will be provided.

Meet with Town to review the final design. Finalize the construction plans, construction specifications, and Opinion of Cost based on Town review and comments.

11C CONSTRUCTION EASEMENTS

Assist the Town develop a Construction Access Easement Agreement (CAEA). Prepare exhibits to accompany the CAEA. Attend three meetings with residents / property owners to provide technical support.

TASK 12 STAKEHOLDER MEETINGS AND ADMINISTRATION

Assist the Town staff with organizing and conducting two (2) stakeholder meetings for the community stakeholders. The goals of the meetings include some or all of the following:

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

Attend and present at two (2) meetings such as Town Council, Town Committees, and Tourist Development Council. Provide technical support services for the Town specific to stakeholder coordination. The Town will be responsible for publishing notices and advertising for each meeting. Prepare for and participate in the meetings. Prepare a written summary of the meetings.

Throughout the progress of work under the above sub-tasks, manage and coordinate the project team's internal efforts and maintain informal contact with the County staff. "Informal contact" includes meeting with the Town's Project Manager routinely, necessary telephone contact, emails, and similar activities not involving the requirement for developing special graphics or presentations, or travel outside the Project area. Prepare written monthly progress reports. Prepare Project schedule and update it as tasks and milestones are met.

EXCLUSIONS

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

- ◆ Permit Application Fees,
- ◆ Erosion Control Line,
- ◆ Public Noticing,
- ◆ Bid Phase Services,
- ◆ Contract Procurement Services,
- ◆ Construction Phase Services,
- ◆ Shorebird Monitoring Services, and
- ◆ Sea Turtle Monitoring and Lighting Surveys.

DELIVERABLES

Task 8

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

Task 9

- Access Study Technical Memorandum
- FY2023-2024 Funding Request
- FY2024-2025 Funding Request

Task 10

- RAI Responses
- Draft USACE Public Notice

Task 11

- Construction Plans and Specifications
- Final Opinion of Probable Construction Cost
- Construction Access Easement Agreement Exhibits

Task 12

- Written Summary of Stakeholder Meetings
- Monthly Progress Reports
- Project Schedule Updates

Total Cost (of Job): ***LS \$212,000.00***

EXHIBIT BDate: October 04, 2021COMPENSATION AND METHOD OF PAYMENT FORDesign and Permitting of the Estero Island Shoreline Protection Project - October 2021Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 8	Additional Geophysical Surveys	\$97,870	LS	W.I.P.P.
Task 9	Funding Program	\$31,770	LS	W.I.P.P.
Task 10	Permit Processing	\$26,740	LS	W.I.P.P.
Task 11	Final Design	\$36,790	LS	W.I.P.P.
Task 12	Stakeholder Meetings & Administration	\$18,830	LS	W.I.P.P.
TOTAL		\$212,000	LS	

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated October 18, 2021, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto October 18, 2021 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 18, 2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR Design and Permitting
of the Estero Island Shoreline Protection Project - October 2021

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

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

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: October 18, 2021

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR Design and Permitting of
the Estero Island Shoreline Protection Project - October 2021

CONSULTANT OR SUB-: Coastal Engineering Consultants
(A separate Attachment No. 2 should be included for each Sub-Consultant)

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

EXHIBIT C

Date: October 18, 2021

TIME AND SCHEDULE OF PERFORMANCE FOR Design and Permitting of the Estero Island Shoreline Protection Project - October 2021

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed
Task 8	Additional Geophysical Surveys	120	120
Task 9	Funding Program	730	730
Task 10	Permit Processing	490	730
Task 11	Final Design	120	730
Task 12	Stakeholder Meetings and Administration	730	730

EXHIBIT D

Date: October 18, 2021

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

Design and Permitting of the Estero Island Shoreline Protection Project - October 2021

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

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

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
Geophysical Surveys	Ocean Surveys, Inc. Old Saybrook, Connecticut				Y	
Resource Surveys	Coastal Eco-Group Deerfield Beach, Florida				Y	

ESTERO ISLAND SHORE PROTECTION PROJECT
PROJECT DESCRIPTION
CEC FILE NO. 21.504
SEPTEMBER 21, 2021

I. PROJECT DEFINITION

The Project provides erosion control and includes beach nourishment for approximately 6.5 miles of critically eroding gulf shoreline along Estero Island, Lee County. The Project boundary extends from the terminal groin in the vicinity of Florida Department of Environmental Protection (FDEP) Reference Monument C-174A.5 to R-207. The total length of shoreline within the Project boundary is 33,923 feet. The length of shoreline within the Project boundary that is designated critically eroding by FDEP is approximately 30,905 feet (C-174A.5 to R-200, R-203 to R-207). The length of shoreline that has an established Erosion Control Line (ECL) is approximately 24,177 feet (C-174A.5 to R-198). The length of shoreline within the Little Estero Island Critical Wildlife Area (CWA) is approximately 5,662 feet (R-202 to R-207). Measurements and lengths presented herein are based on Mean High Water (MHW) measurements conducted by Coastal Engineering Consultants, Inc. (CEC) in May 2021 as part of the design survey.

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

- Restore critically eroding beaches;
- Maximize the infusion of beach-quality sand into the coastal system;
- Implement projects that contribute most significantly to addressing the state's beach erosion problems;

The request is for a 10-year permit for a single renourishment event utilizing an ebb shoal sand source and FDEP approved upland quarries for hot-spot maintenance.

The activity is located on Estero Island, Lee County, along the Gulf of Mexico shoreline. Directions to the Project area include the following. Travel south on U.S. 41. Turn right onto Boy Scout Drive (2.0 mi) and head west. Turn left on Summerlin Road and head south- southwest (6.2 mi). Turn left onto Pine Ridge Road and head south then west (0.9 mi). Turn left onto FL-865/San Carlos Blvd and head south onto Estero Island (2.6 mi.).

II. PROJECT JUSTIFICATION

The proposed Project includes restoration of designated critically eroding beaches and their long-term maintenance and nourishment. Per Section 161.088 of Florida Statutes, "Because beach erosion is a serious menace to the economy and general welfare of the people of this state and has advanced to emergency proportions... The Legislature declares that ... beach restoration and beach nourishment projects, as approved pursuant to s. 161.161, are in the public interest".

III. HISTORY

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

The 2011 initial beach restoration project was constructed between April 2011 and December 2011. Approximately 403,000 cubic yards (CY) of sand were excavated and placed in the beach fill area between C-174A.5 and R-181.5. The beach was constructed to a berm height of 2.9 feet NAVD88 over a shoreline distance of approximately 6,700 feet (1.3 miles). The design berm extended seaward at the 2.9 feet NAVD88 elevation an average of 236 feet and then sloped to the -1.2 feet NAVD88 elevation at a 15H:1V slope. The design then adjusted to a 20H:1V slope seaward until it connected with existing grade. All dredging was conducted in the Borrow Area located in the Gulf of Mexico approximately 1.4 miles southwest of the Project area. The terminal groin was constructed with approximately 3,630 tons of limestone rock for a length of 240 feet with a maximum crest width of approximately 12.7 feet. A single vinyl sheetpile row was installed along the centerline of the structure to make it sand tight (Lee County, 2003).

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

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

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

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

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

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

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

III. PROPOSED ACTIVITY

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

Based on eight years of monitoring results and CEC's project performance assessment, the 2011 project has performed well. The background erosion rate was measured equal to approximately 20,000 CY/YR. The updrift and downdrift beach segments adjacent to the beach fill limits were generally accretional due to the spreading of the beach fill alongshore as well as the beneficial use of the maintenance dredging of Matanzas Pass. There were no documented adverse impacts from the terminal groin or from dredging the Borrow Area (CEC, 2020).

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

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

B. Central Segment (R-182 to R-200)

CEC applied the results of their analysis for the north segment to the central segment. The model results for the central beach profiles indicate the majority of the beach currently provides the storm damage reduction benefits for the design storm thus the 75-foot wide design template was adopted for the central segment. During the original shore protection project design and permitting, the ECL was established along the Island extending to approximately R-198. While the original fill limits ended at R-181.5, the routine maintenance dredging and beneficial use of dredge spoil has benefited this shoreline segment. The average shoreline change rate has been net accretional, averaging 7 to 8 feet per year. CEC recommends using 1 foot per year of erosion for the advanced nourishment and adopting 60 feet from the north segment analysis to account for equilibrium profile adjustment. Combining the design width (75 feet), advanced nourishment (10 feet), and equilibrium profile adjustment (60 feet) totals 145 feet. The template berm and slopes are the same as the north segment. Based on the 2021 design survey, the volume for the central segment was computed equal to 338,000 CY extending to the southern end of the ECL.

From the southern limit of the ECL (~R-198) to R-200, the Town desires to permit placement of sand (ebb shoal sand source or FDEP approved upland sources) to fill in low-lying “ponding” areas above MHW only. That is, there is no proposed placement of sand seaward of existing MHW.

C. Non-Critical Erosion Segment (R-200 to R-203)

The Town respectfully requests the FDEP review the MHW data from the 2010 pre-construction survey to the May 2021 design survey tabulated below and redesignate the reach from R-200 to R-203 as critically eroding. Bridging this short gap along Estero Island will benefit the overall performance of the renourishment, and provide additional storm damage reduction benefits. Lastly, it will enhance the north end of the CWA.

Monument	MHW (FT) March 2010	MHW (FT) May 2021	Average Change (FT/YR)
R-200	812.0	836.6	+2.2
R-201	1315.0	1303.0	-1.1
R-202	947.0	876.0	-6.4
R-203	490.0	398.7	-8.2
Average			-3.3

Sand placement from R-200 to the northern boundary of the CWA (~R-202) is also proposed to fill in low-lying “ponding” areas above MHW only. That is, there is no proposed placement of sand seaward of existing MHW.

D. South Segment (R-203 to R-207)

CEC also applied the results of their analysis for the north segment to the south segment. While some portion of the south segment beach is in good condition, the reach from R-203.5 to R-204.5 has been extremely erosional and little to no dry beach remains along multiple properties. The model results indicated the 75-foot design width would provide the desired benefit except in this reach, where an additional 40 feet of width was added to achieve the design goal. Utilizing the monitoring data, CEC computed the background erosion averaged approximately 11 feet per year. Combining the design width (75 feet), advanced nourishment (110 feet), and equilibrium profile adjustment (60 feet) totals 245 feet plus an additional 40 feet at R-204. The template berm and slopes are the same as the north and central segments. Based on the 2021 design survey, the volume for the south segment was computed equal to 316,000 CY.

D. Ebb Shoal Borrow Area

Based on the 2019 survey, the originally permitted Borrow Area located within the Matanzas Pass ebb shoal complex has over 1 MCY of available volume. It is anticipated that with shoaling between the monitoring survey and time of construction, there will be sufficient volume for Project construction.

E. Upland Sand Sources

FDEP approved upland sand sources are proposed to address hot-spot maintenance or assist with post-storm recovery efforts. Large scale mining operations within the vicinity of the Project area include but are not limited to Stewart Mining Industries' Immokalee Mine, Vulcan Materials Company's Witherspoon Mine, E.R. Jahna Industries' Ortona Mine, and CEMEX Lake Wales Mine. The proposed source will be chosen per competitive bidding and will be required to meet the specifications contained in the approved Sediment QA-QC plan.

IV. CONSTRUCTION DETAILS

A. Construction Methods

The Town proposes to permit the use of a hydraulic cutterhead dredge for excavation of the Borrow Area. Cutterhead dredges utilize a rotary excavating bit to loosen the sediment. The bit or cutter is located on the end of an arm (the ladder) that is hinged off the forward end of the dredge. The ladder can be maneuvered vertically to control its depth and the dredge and ladder maneuvered laterally and fore/aft using anchors deployed off the forward quarters in combination with vertical spuds. The loosened slurry is pumped up the ladder to a large suction pump in the dredge hull, which also pumps it ashore through a submerged pipeline, often aided by a booster pump, through the pipeline corridors. The dredged sediment will be discharged into the fill templates, where it will be graded using conventional earth moving equipment.

Two sediment delivery pipeline conveyance corridors have been delineated to connect the Borrow Area to the fill templates. They will be thoroughly surveyed for depth, sonar targets, and magnetic anomalies, and sited to avoid as many potential cultural resource targets as possible. The corridors do not require any excavation for pipeline installation, as the weighted sediment discharge pipelines will be placed directly on the sea floor.

The in-water work will be conducted using barge/vessel-based heavy equipment (vessel draft: 4' to 8' offshore, 3' to 4' inshore) with no blasting. The land-based work for beach fill construction would be conducted by bulldozers, excavators, front-end loaders, and off-road vehicles.

B. Environmental Protection

The Town proposes to conduct natural resource protection programs during construction for sea turtles, shorebirds, water quality, manatees, and smalltooth sawfish. These programs will be conducted consistent with the most current and applicable State and Federal Reasonable and Prudent Measures for protection of the pertinent threatened and endangered species including the 2015 Statewide Programmatic Biological Opinion for Sea Turtles, and the 2013 Programmatic Piping Plover Biological Opinion which shall also apply to Red Knots. The proposed sea turtle protection plan consists of daily monitoring of turtle nesting, marking and avoidance, nest relocations, escarpment removal, lighting, and beach tilling corresponding to the state and federal requirements. The proposed shorebird protection plan includes monitoring of bird activity and nesting, passive abatement measures, and marking/maintaining/enforcing appropriate construction buffers during construction events. The proposed water quality protection plan contains standard water quality monitoring provisions for turbidity monitoring. The proposed manatee, swimming sea turtle, and smalltooth sawfish protection plans contain the standard construction conditions corresponding to the state and federal requirements.

C. Construction Schedule

Dates are taken from Date of Notice to Proceed to be issued by the FDEP. Goal is to initiate construction of the Project spring of 2023.

- Mobilization: 45 days
- Dredge and Fill: 165 days
- Demobilization: 45 days

V. EXISTING AND PROPOSED UPLAND USES

Estero Island is developed and includes single family, multi-family, condominium residences, commercial uses, and beach parks (County and Town). The beaches within the Project Area are publicly accessible. No changes are proposed for the existing upland uses.

Primary structures along the Project area include the Terminal Groin constructed in 2011 (~C-174.2), Ft. Myers Beach Pier (~R-180.7), Crescent Beach Park seawall and walkovers (~R-181.2), and Newton Beach Park seawall and walkovers/ADA ramps (~R-192.3). Secondary structures include seawalls and dune walkovers for the residential and commercial properties.

VI. SUMMARY

The Town and CEC are developing the Joint Coastal Permit Application for the Project based on CEC's preliminary design. If successful with designating the segment from R-200 to R-203 as critically eroding, CEC will redesign the south end to extend the fill design to the northern boundary of the CWA (~R-202) while conserving volume.

The beach fill design template volume equates to 252,000 CY, the advanced nourishment volume to account for background erosion equates to 295,000 CY, and the volume to account for equilibrium profile adjustment equates to 383,000 CY. In total, up to 930,000 CY are proposed for Project construction. The previously utilized Borrow Area has over 1 MCY remaining and is proposed for the initial event. The Preliminary Opinion of Probable Project Cost including design and permitting, construction, construction phase services, and first year monitoring is approximately \$23,068,000.

Hot-spot maintenance and post-storm recovery through the life of the Permits will be implemented based on monitoring surveys utilizing FDEP approved upland sand sources.

VII. REFERENCES

Coastal Engineering Consultants, Inc. (2020). Estero Island Beach Renourishment Due Diligence.

Florida Department of Environmental Protection (FDEP). (2021). Strategic Beach Management Plan.

Humiston & Moore Engineers. (2018). Big Carlos Pass Channel Dredging Project Post Construction Monitoring Report #1.

Lee County. (2003). Estero Island, Lovers Key and Bonita Beach Restoration; Contingency Plan. DEP Permit 0173059-JC and 0200803-JC. Fort Myers.

Estero Island Shore Protection Project Pre-Application Meeting

OCTOBER 6, 2021



OUTLINE

- 2011 Project Performance
- Existing Conditions
- Beach Fill Design
- Borrow Area Design
- Pipeline Corridor Design
- Summary



2011 PROJECT PERFORMANCE

- Lee County Sponsored Project
- Construction: Apr–Dec 2011
- 403,000 CY
- New Terminal Groin
- Borrow Area $\sim$ 1 MCY
(Remaining -2019 Condition)





2010 PRE-CONSTRUCTION

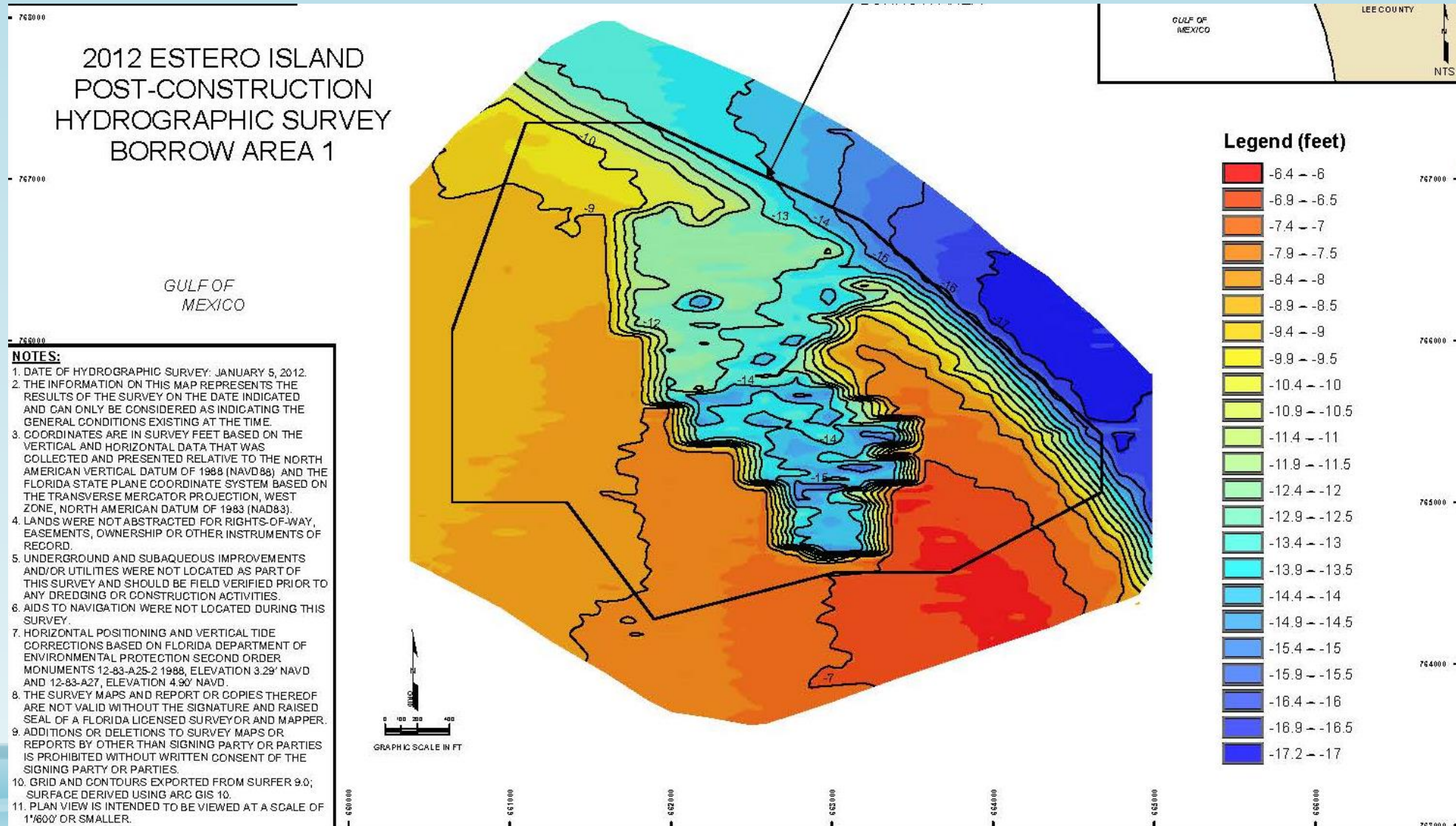
2012 Post-CONSTRUCTION

Google Earth

POST-CONSTRUCTION MONITORING REPORT (LEE COUNTY, 2012)

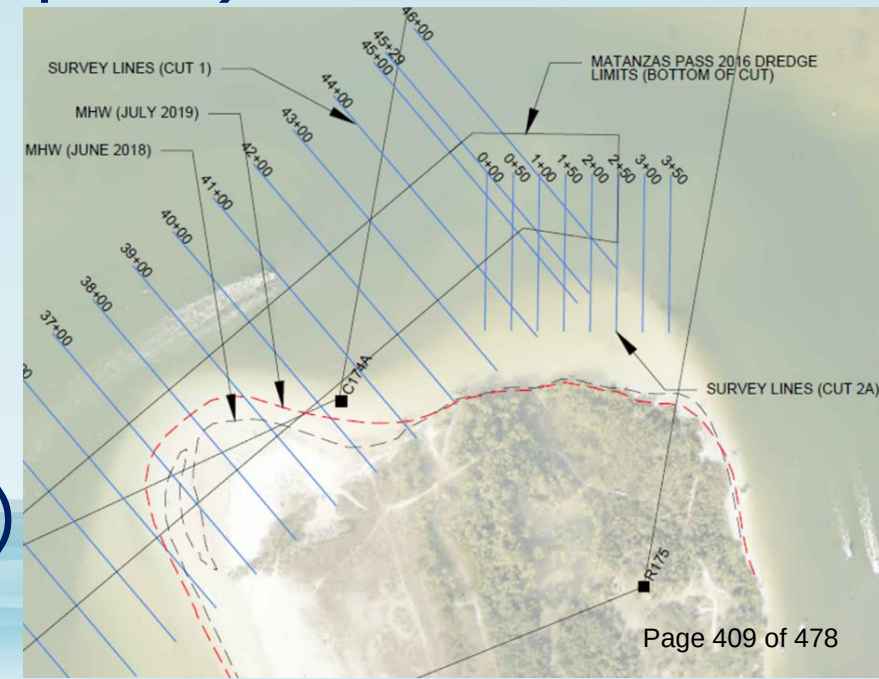


BORROW AREA POST-CONSTRUCTION SURVEY (CPE, 2012)



ADDITIONAL BEACH AND INLET MANAGEMENT ACTIVITIES

- 2016 USACE Maintenance Dredging and Beneficial Use Project
 - 130,000 CY placed ~ R-182 and R-187 (nearshore)
- 2017 Initial Dredging of Big Carlos Pass Navigation Channel
 - 55,000 CY placed ~ R-203 and R-206 (WCIND and Lee County)
- 2017 Post-Irma Truck Haul (County)
 - 2,100 CY placed on Crescent Beach ~ R-181 (upland)
- 2020 USACE Maintenance Dredging and Beneficial Use Project
 - 124,000 CY placed ~ R-182 and R-187 (nearshore)
- 2020 Post-Eta Truck Haul (County)
 - 4,000 CY placed on Lynn Hall ~ R-180 (upland)



EXISTING CONDITIONS

- Town of Ft. Myers Beach Assumed Local Sponsor Role
- 2019: Hired CEC to Perform Due Diligence
 - Analyzed 2011 Project Performance (7+ Years)
 - Recommended Proceed with Next Renourishment Using Same Design Template, Borrow Area, etc.
 - Filed Funding Application
- 2020-21: Major Storm Impacts, Stakeholders (South) Engaged with Town, Town hired CEC and Expanded Project to Include all Designated Critically Eroding Shorelines

2012-2019 Mean High Water Shoreline Changes

MONUMENT (AZIMUTH)	POSITION (FT)		2012-2019 SHORELINE CHANGE RATE (FT/YR)	2012-2019 AVERAGE SHORELINE CHANGE RATE (FT/YR)	
	POST-CON JAN. 2012	MONITORING JUL. 2019			
R-175 (az=10)	352.8	350.6	-0.3	-0.3	North Adjacent Shoreline
C-174A (az=10)	N/A	-40.3	N/A		
C-174A (az=245)	N/A	405.0	N/A		
R-175 (az=248)*	759.7	774.1	1.9	-14.5	Project Area
R-176 (az=245)	673.0	526.0	-19.6		
R-177 (az=220)*	739.8	580.2	-21.3		
R-178 (az=227)*	656.2	560.0	-12.8		
R-179 (az=230)*	564.7	439.8	-16.6		
R-180 (az=210)*	332.1	163.8	-22.4		
C-180.5 (az=205)	323.9	153.1	-22.8		
R-181 (az=205)	331.9	162.0	-22.6		
R-182 (az=204)*	394.8	440.8	6.1		
R-183 (az=205)	449.6	510.1	8.1	12.3	South Adjacent Shoreline
R-184 (az=205)	469.5	563.7	12.5		
R-185 (az=200)*	229.1	383.4	20.6		
R-186 (az=205)	296.9	358.3	8.2		

* 2012 line was shifted from adjacent azimuth

N/A = profile below MHW

2012-2019 Volume Changes

MON (AZIMUTH)	2012 to 2019				2012 to 2019 TOTAL VOLUME CHANGE (CY)	2012 to 2019 ANNUALIZED VOLUME CHANGE RATE (CY/YR)	2012 to 2019 TOTAL ANNUALIZED VOLUME CHANGE RATE (CY/YR)	
	CELL AREA (CY)	AVE CELL AREA (CY/FT)	LENGTH (FT)	VOLUME (CY)				
C-174 (az=245)	0.0				2,142		286	North Adjacent Shoreline
		4.0	531	2,142		286		
R-175 (az=248)*	8.1				-148,153		-19,750	Project Area
		-7.9	817	-6,441		-859		
R-176 (az=245)	-23.8							
		-27.5	1,160	-31,856		-4,247		
R-177 (az=220)*	-31.1							
		-19.8	1,033	-20,456		-2,727		
R-178 (az=227)*	-8.5							
		-14.3	790	-11,320		-1,509		
R-179 (az=230)*	-20.1							
		-30.0	1,244	-37,295		-4,972		
R-180 (az=210)*	-39.8							
		-39.6	500	-19,789		-2,638		
C-180.5 (az=205)	-39.4							
		-36.5	508	-18,545		-2,472		
R-181 (az=205)	-33.6							
		-2.4	1,005	-2,449		-327		
R-182 (az=204)*	28.7				108,329		14,441	South Adjacent Shoreline
		31.4	856	26,921		3,589		
R-183 (az=205)	34.2							
		26.9	1,070	28,770		3,835		
R-184 (az=205)	19.6							
		30.1	980	29,491		3,931		
R-185 (az=200)	40.6							
		24.4	948	23,147		3,086		
R-186 (az=205)	8.3							

* 2012 line was shifted
from adjacent azimuth

2021 AERIAL

Google Earth

Image © 2021 TerraMetrics



BEACH FILL DESIGN

- Beach Fill Segments
 - North: C-174.5 (Terminal Groin) to R-182
 - Central: R-182 to R-200
 - Non-Critical Erosion Segment: R-200 to R-203
 - South: R-203 to R-207
 - Non-Critical Erosion Segment: R-207 to R-210
- 25-Year Design Storm Event
- Shoreline Change Analysis
 - Background Erosion
 - Equilibrium Profile Adjustment
- SBEACH Model Study

BEACH FILL DESIGN: SHORELINE CHANGE ANALYSIS

* 2012 line was shifted from adjacent azimuth

** Apr 2013-May 2021

*** Mar 2010-May 2021

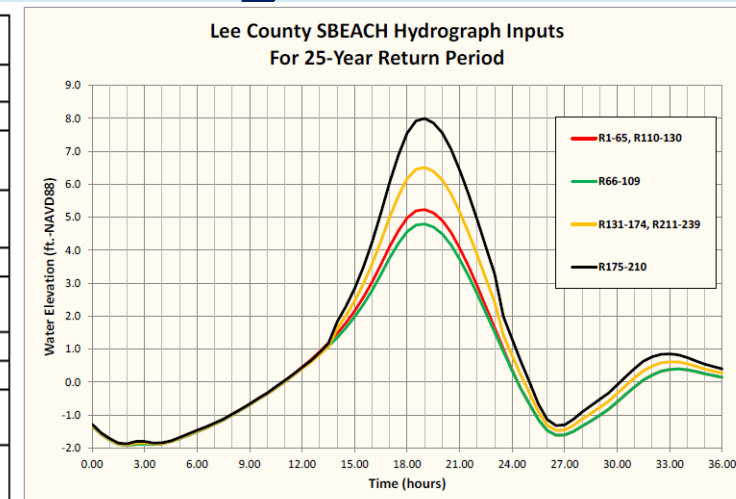
N/A = profile below MHW

Monument	Segment	Fill Placed Mar 2010- Jan 2012 (feet)	MHW Change Rate (Equilibration) Jan 2012-Apr 2013 (feet per year)	MHW Change Rate ** Background Erosion (feet per year)	MHW Change Rate *** Background Erosion (feet per year)	Average Fill Placed Mar 2010- Jan 2012 (feet)	Avg Change Rate (Equilibration) Jan 2012-Apr 2013 (feet per year)	Avg Change Rate Background Erosion (feet per year)
R-175 (248)*	North	320.1	6.0	-0.5	Terminal Groin Influence	232.7	-61.1	-9.8
R-176 (245)		325.2	-65.6	-6.6				
R-177 (220)*		284.0	-74.1	-11.5				
R-178 (227)*		184.0	-35.6	-10.4				
R-179 (230)*		211.0	-38.3	-10.8				
R-180 (210)*		214.8	-59.3	-13.1				
C-180.5 (205)		191.1	-66.1	-11.5				
R-181 (205)	Central	218.8	-88.8	-4.9				7.8
R-182 (204)*					7.6			
R-183 (205)					12.2			
R-184 (205)					11.7			
R-185 (200)*					16.3			
R-186 (205)					16.6			
R-187					5.2			
R-188					6.9			
R-189					5.0			
R-190					3.8			
R-191					3.7			
R-192					6.1			
R-193					4.4			
R-194					4.2			
R-195					7.1			
R-196					9.8			
R-197					7.1			
R-198					5.5			
R-199	South of ECL				5.2			
R-200					2.2			
R-201	Non-Critical				-1.1			
R-202					-6.4			
R-203	South				-8.2			-10.7
R-204					-12.6			
R-205					2.1			
R-206					-18.1			
R-207					-16.9			
R-208	Non-Critical				-7.0			Page 415 of 478
R-209					19.5			
R-210					62.0			

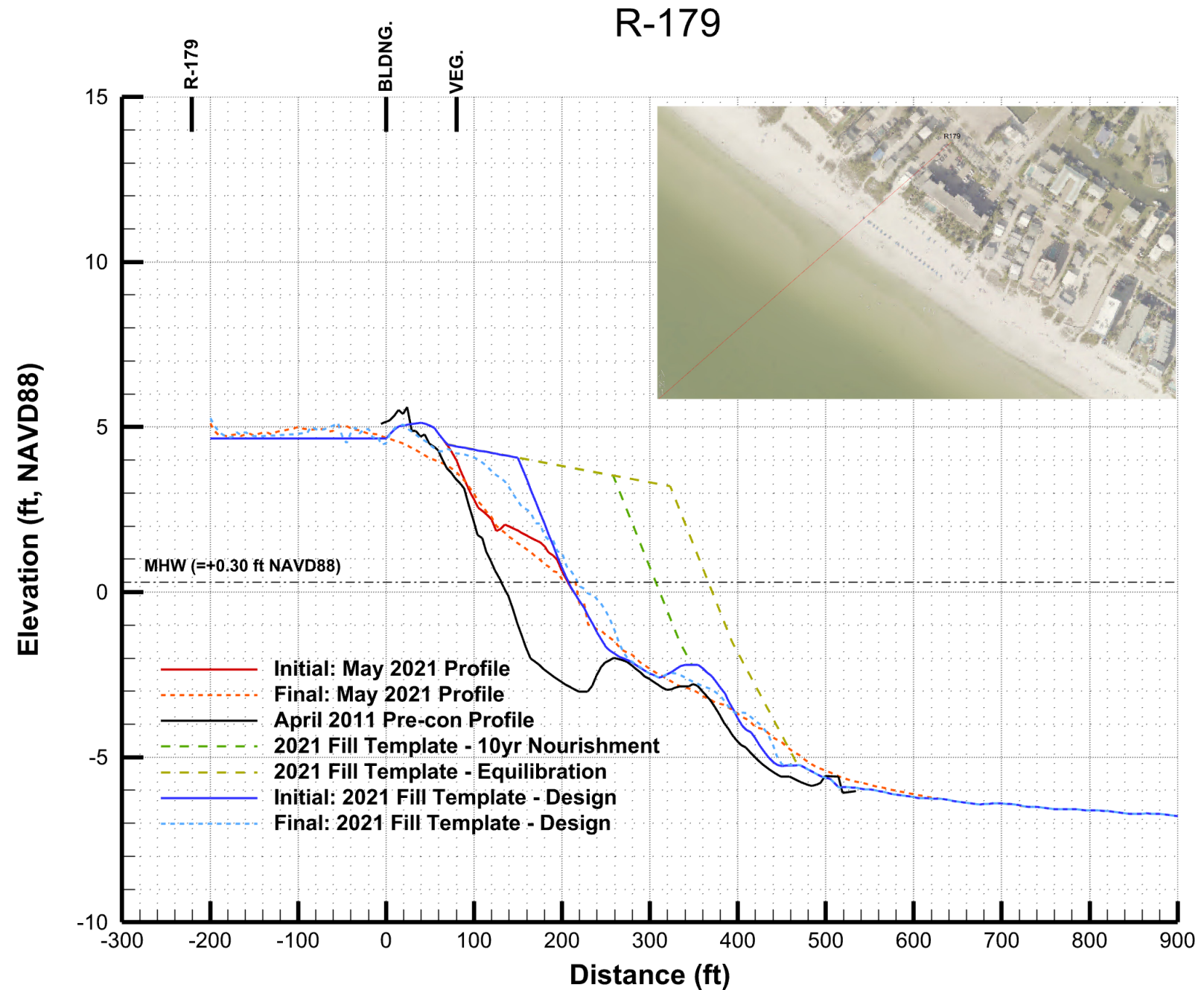
SBEACH MODEL STUDY

- Lee County Storm Tide Frequency Restudy (Wang, 2012)
- Lee County SBEACH Model Study (Wang&Manausa, 2015)
- Ran 2021 Monitoring Profiles to Identify Shoreline Reaches with Structures Susceptible to 25-Year Storm
- Developed Fill Templates to Yield Storm Damage Reduction Benefits

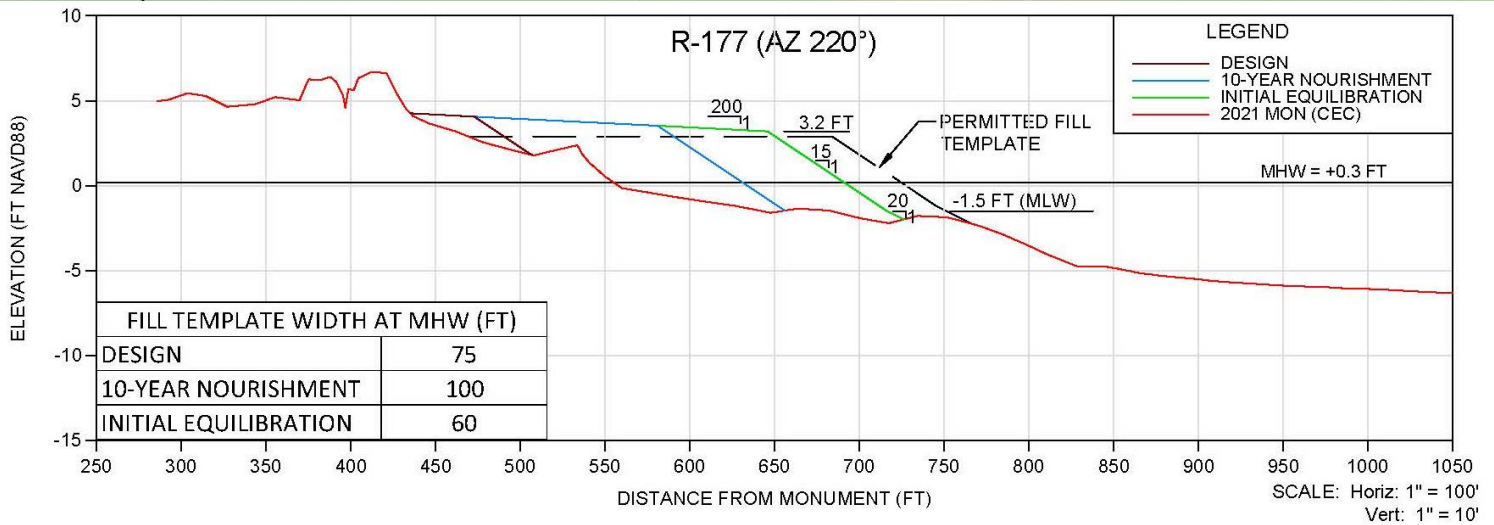
Range Segments	R1 - R130	R131 - R174, R211 - R239	R175 - R210
Transport Rate Coefficient, K	0.5×10^{-6}	0.5×10^{-6}	0.5×10^{-6}
Overwash Transport Parameter	0.002	0.002	0.002
Coefficient for Slope Dependent Term, ϵ	0.005	0.005	0.005
Transport Rate Decay Coeff. Multiplier, λ	0.5	0.5	0.5
Landward Surf Zone Depth (ft.)	1.0	1.0	1.0
Maximum Slope Prior to Avalanching	15	15	15
Constant Wave Height (ft.)	10	10	10
Constant Wave Period (sec.)	10	10	10
Adjusted 15-year Hydrograph Peak Elevation (ft.)	6.5	7.3	8.2
Adjusted 25-year Hydrograph Peak Elevation (ft.)	7.7	8.7	9.7



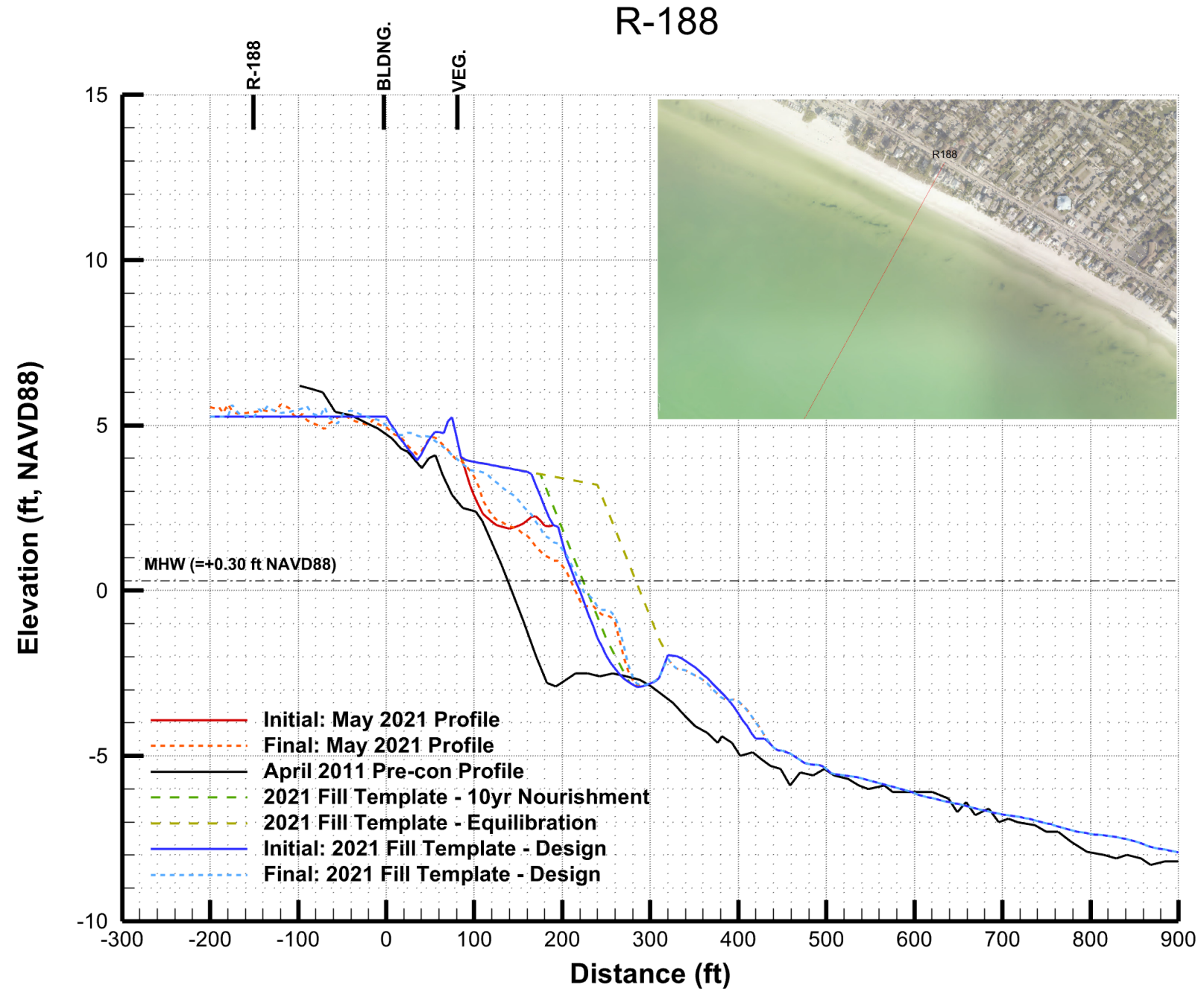
MODEL RESULTS: NORTH



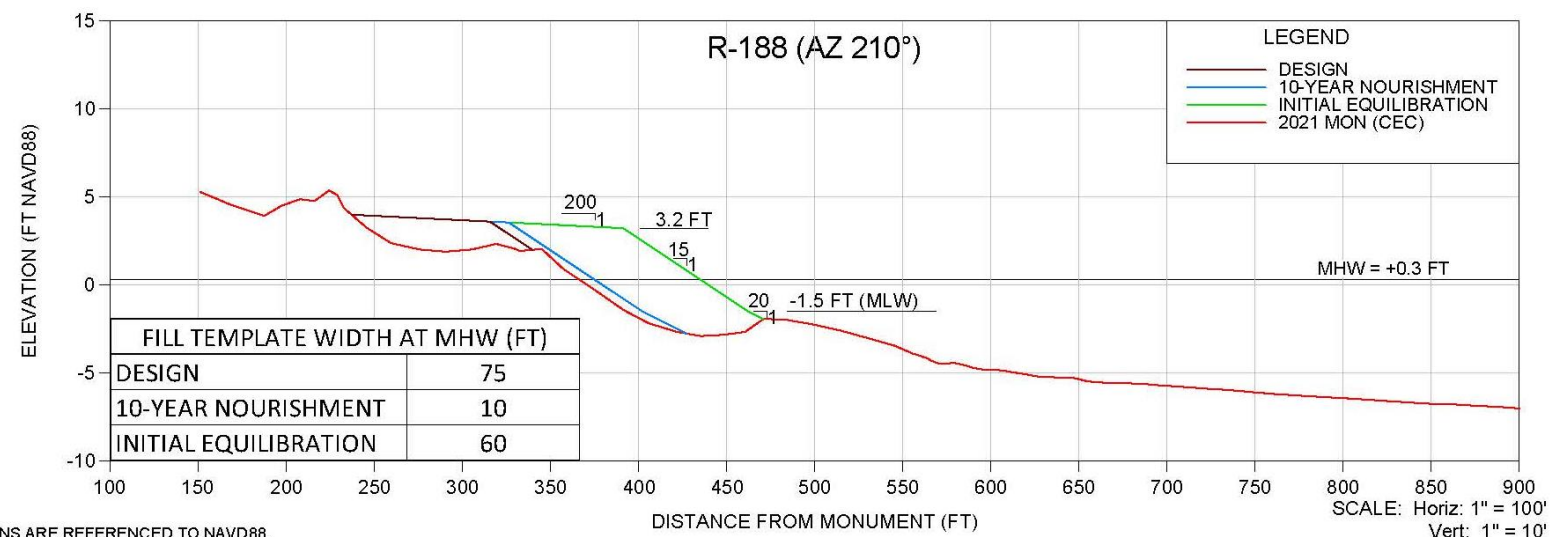
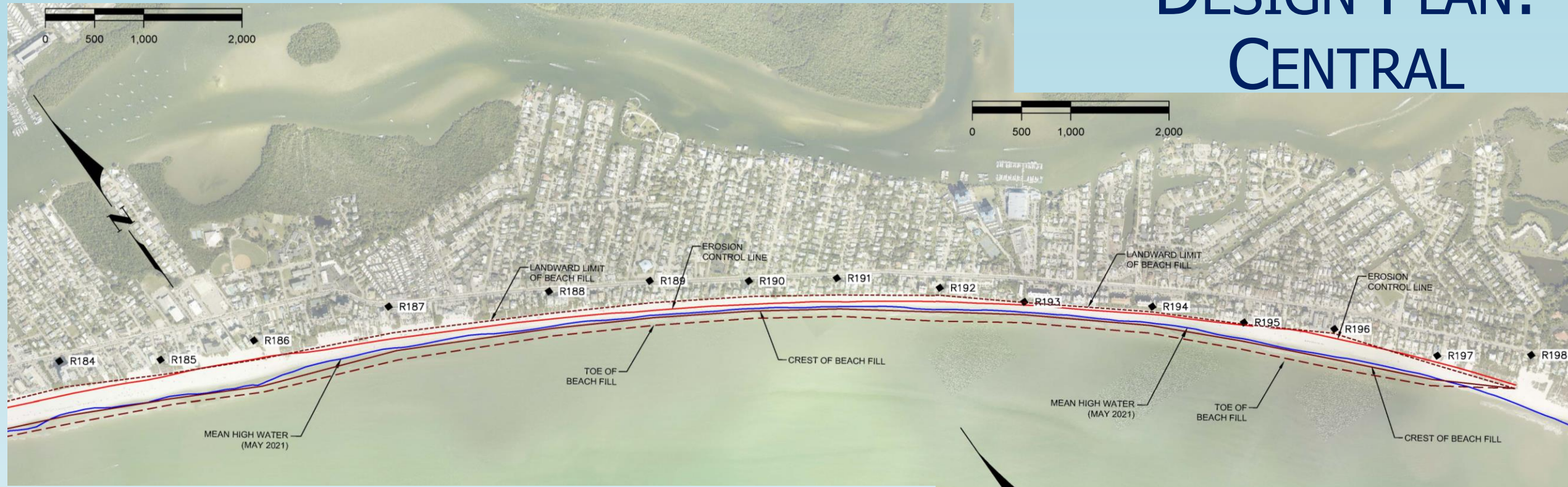
DESIGN PLAN: NORTH



MODEL RESULTS: CENTRAL

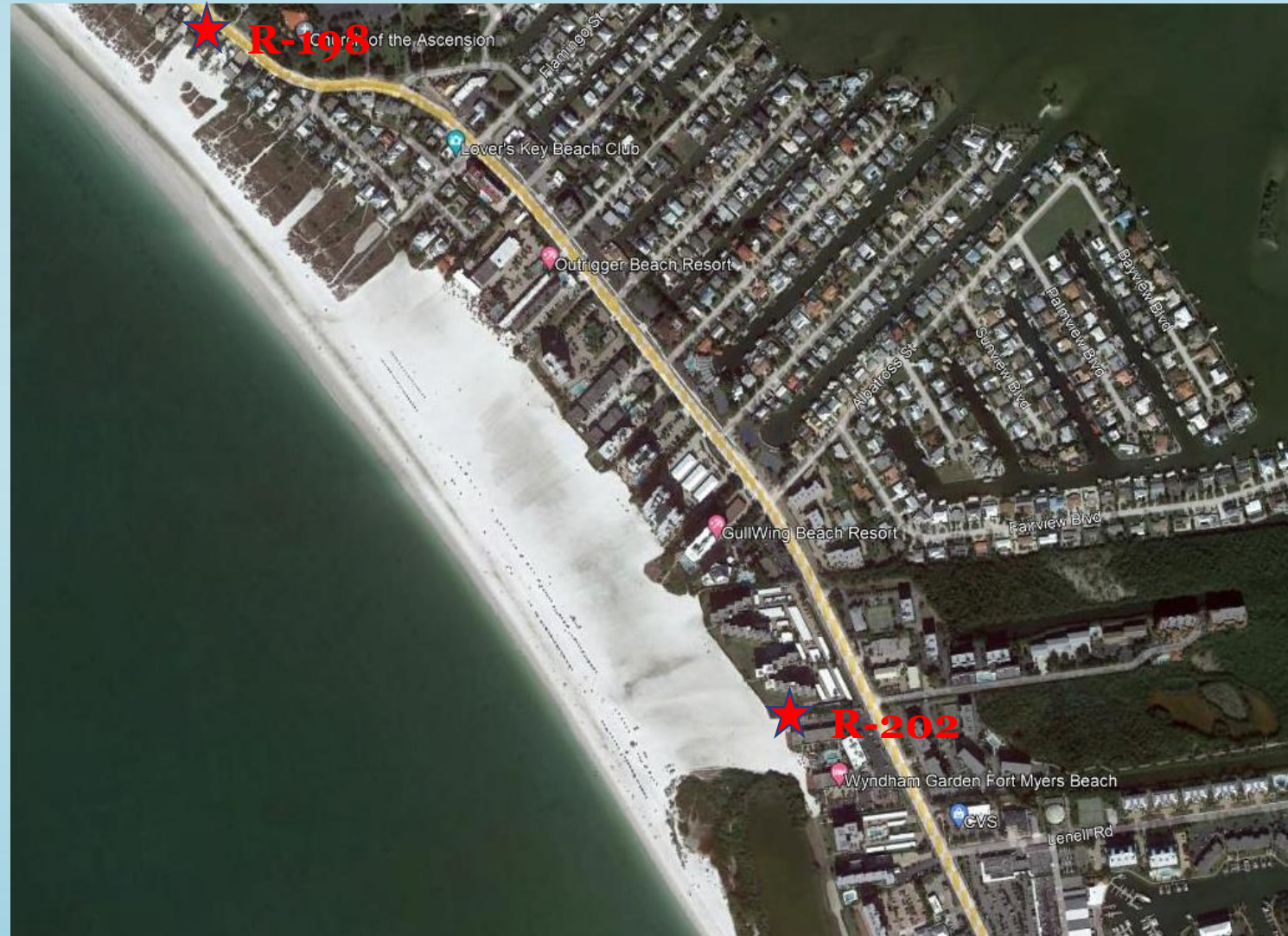


DESIGN PLAN: CENTRAL

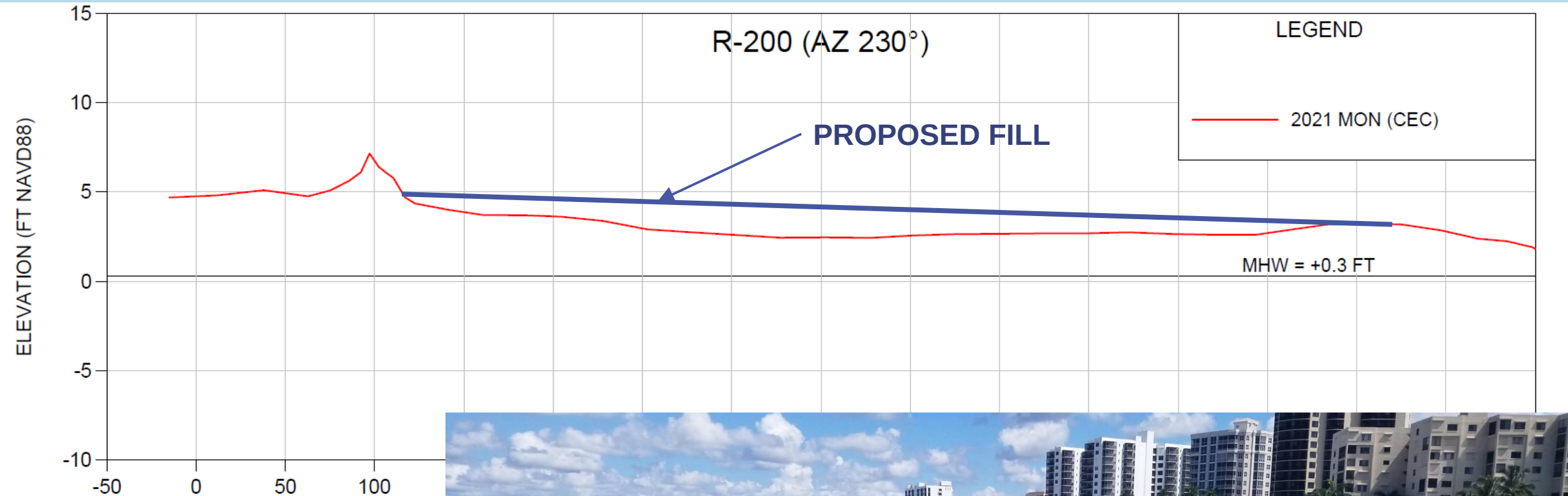


DESIGN PLAN: R-198 TO R-202

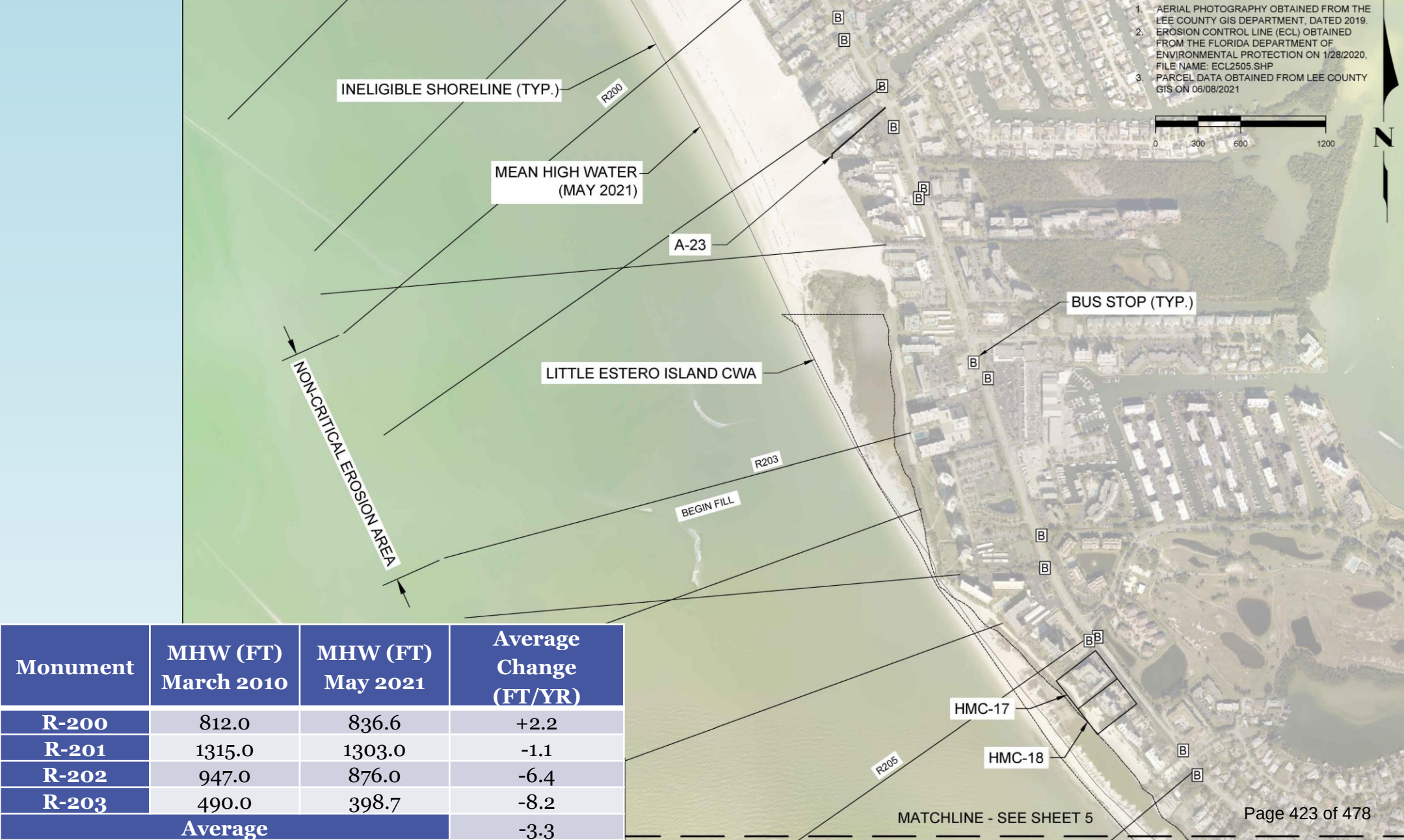
- ECL Ends ~ R-198
- Little Estero Island CWA Begins ~ R-202
- Upland Development set back from Gulf Shoreline; Wide Open Sandy Beach Area
- Address Ponding Issues: Import Fill & Maintenance Grading



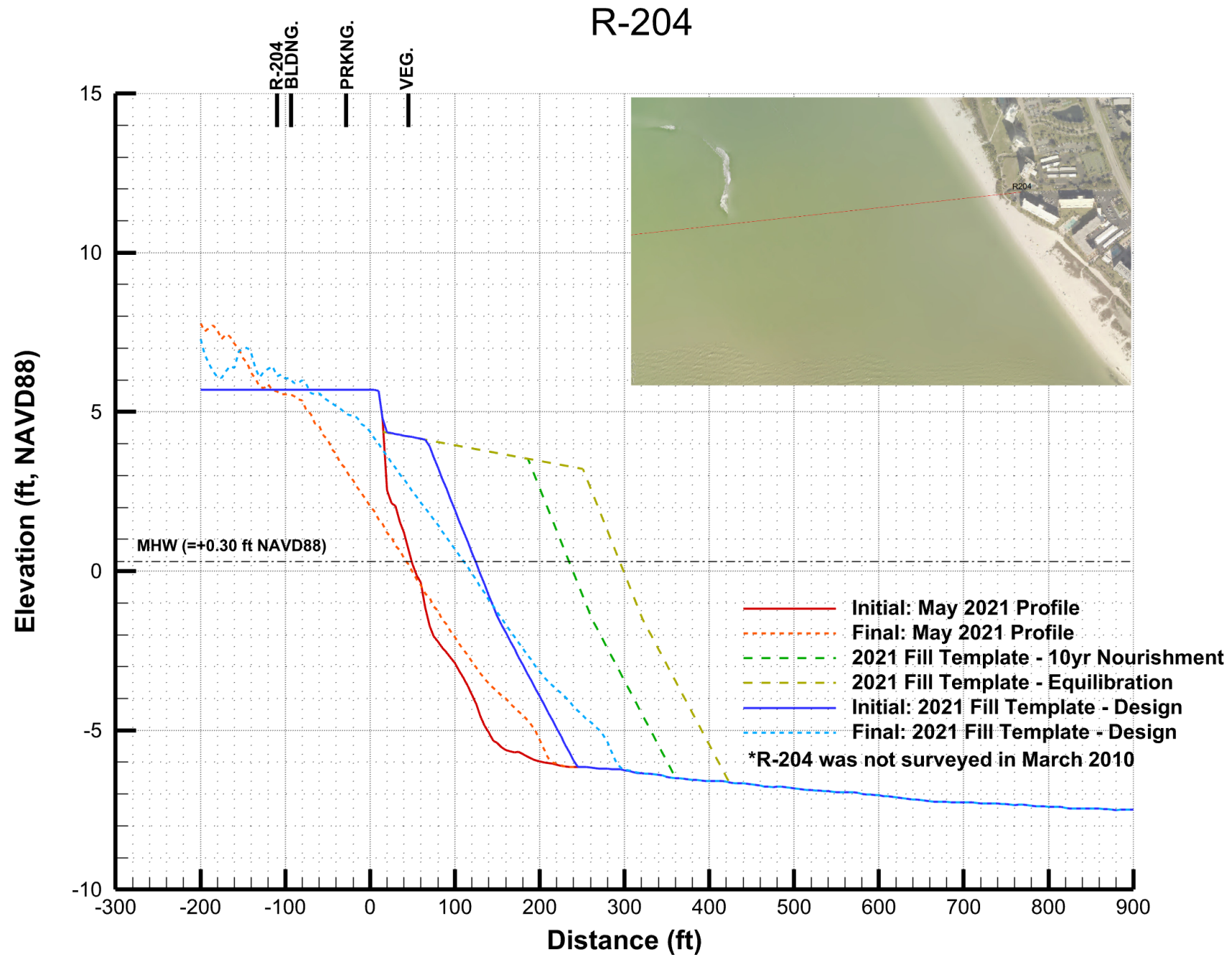
TYPICAL DESIGN SECTION



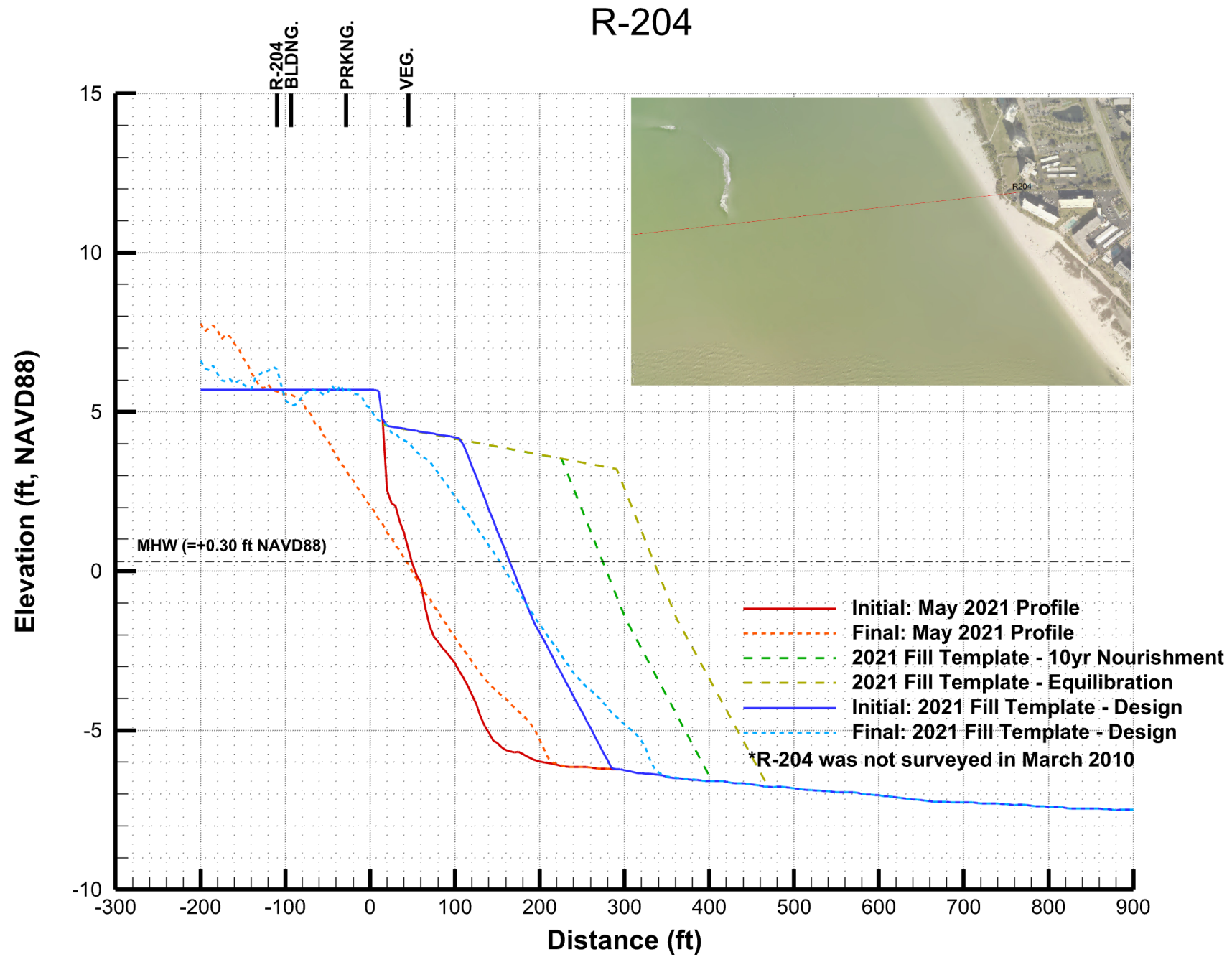
NON-CRITICALLY ERODING SEGMENT: R-200 TO R-203



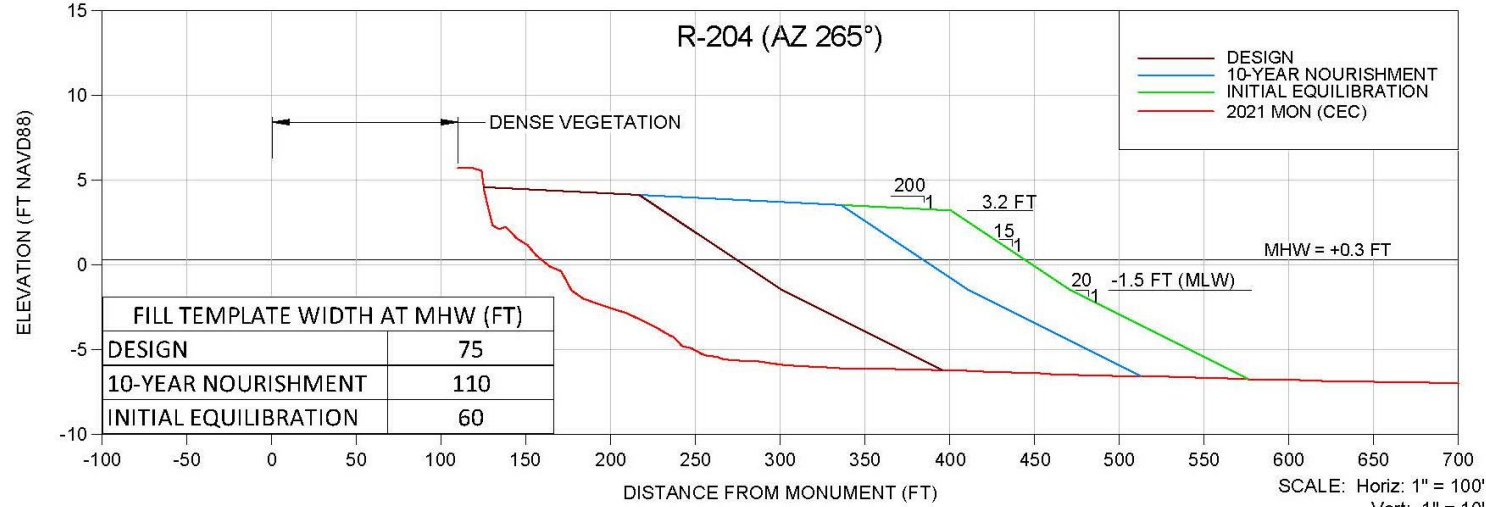
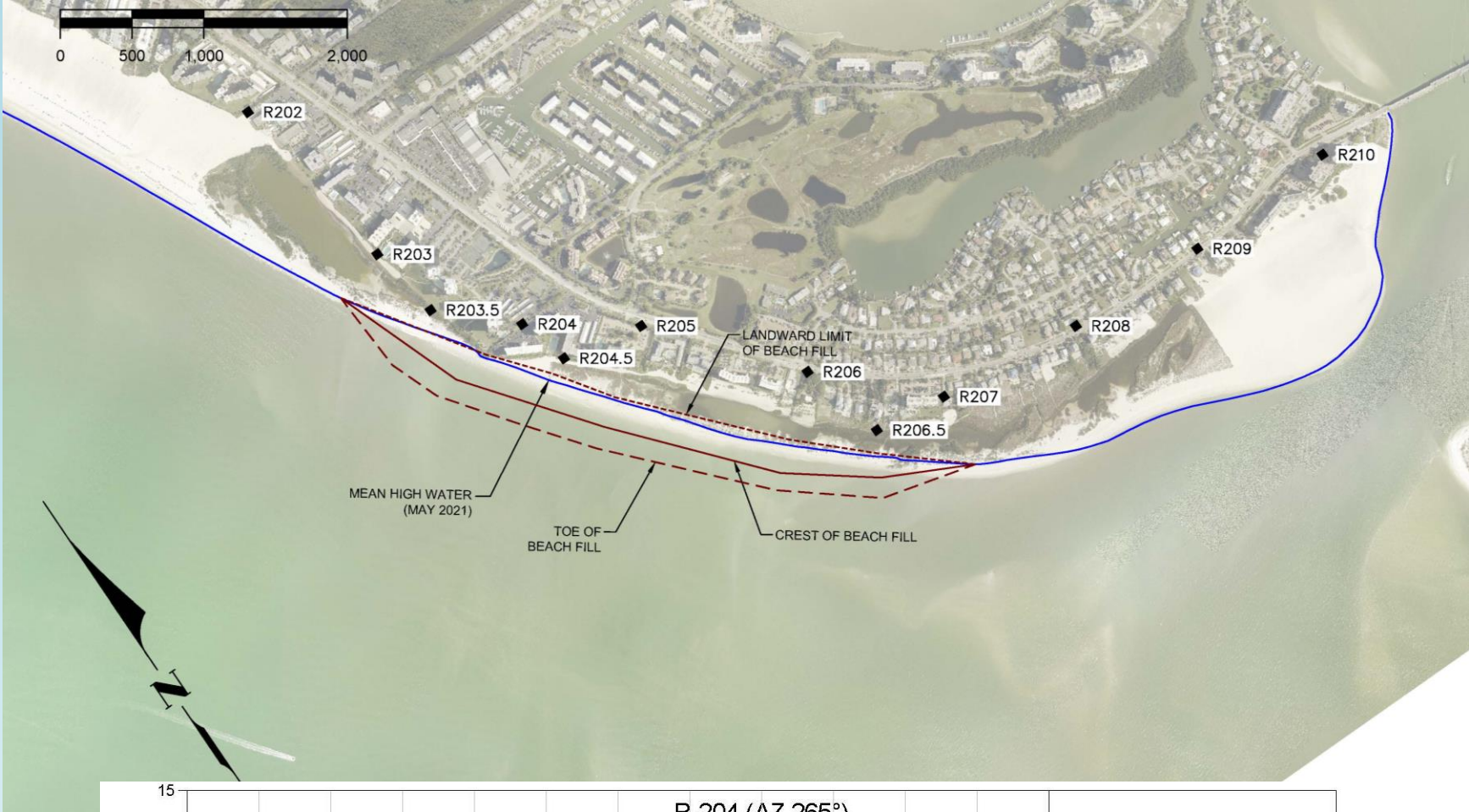
MODEL RESULTS: SOUTH VERSION 1



MODEL RESULTS: SOUTH VERSION 2



DESIGN PLAN: SOUTH



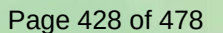
NON-CRITICALLY ERODING SEGMENT: R-207 TO R-210

Mar 2010-May 2021

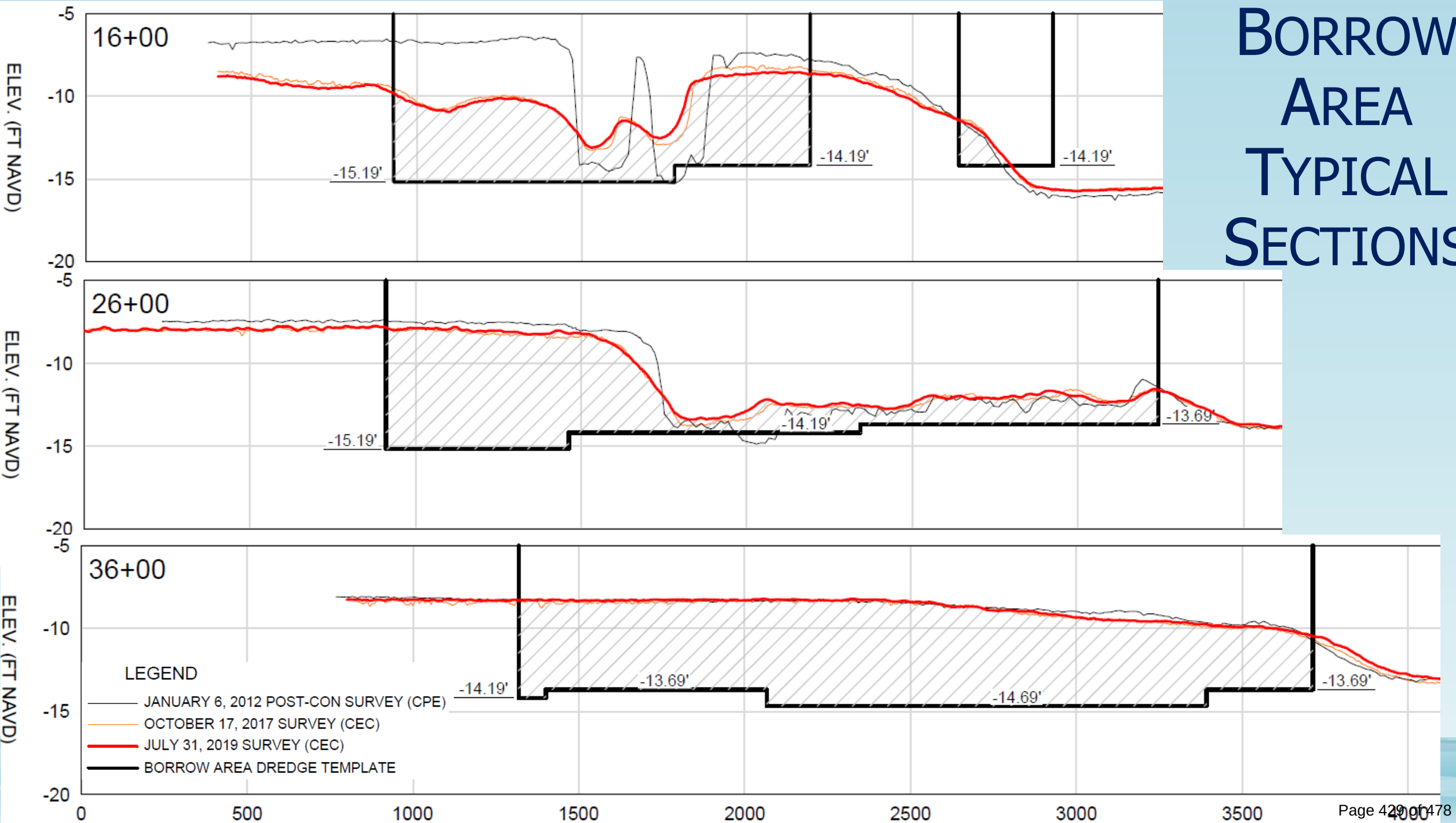
R-205	South	2.1
R-206		-18.1
R-207		-16.9
R-208	Non-Critical	-7.0
R-209		19.5
R-210		62.0



- 2001-2003 G&G Investigations
- 2019 Condition Survey
 - 1 MCY Available



BORROW AREA TYPICAL SECTIONS



PIPELINE CORRIDOR DESIGN

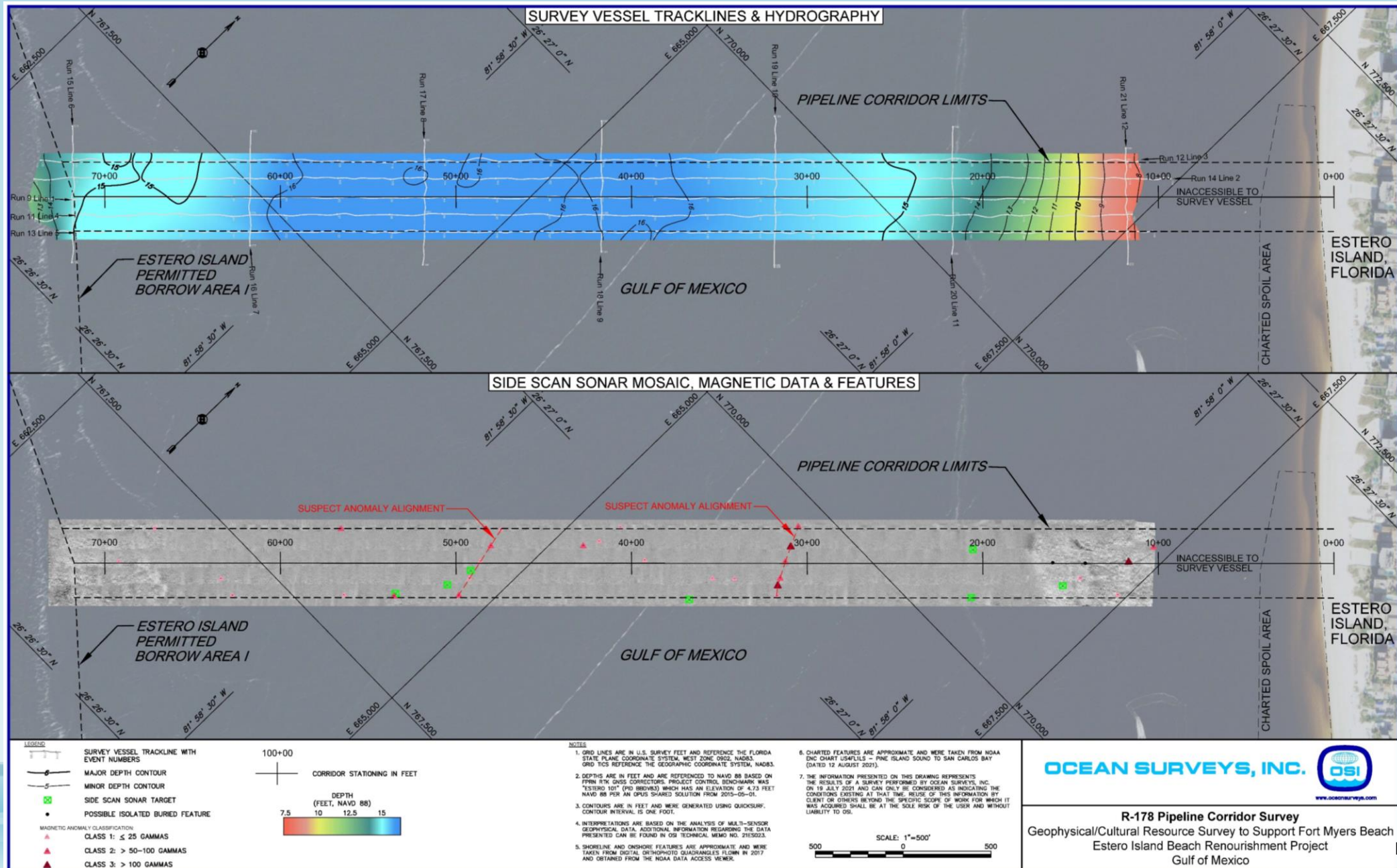
- Detailed Geophysical and Cultural Resource Investigation

- 2021 Survey

- Primary – North Segment @ R-178
- Secondary – South Segment @ R-204



PIPELINE CORRIDOR DESIGN



SUMMARY

- JCP Application in Development (~ Nov 2021 Submittal)
- 10-Year Permit
 - Initial Event ~ Up to 930,000 CY
 - Hot Spot Maint / Post-Storm Recovery ~ Upland Quarries
 - Maintenance Grading (Ponding Areas)
- Original Borrow Area
 - 1 MCY Available
 - Rerunning Geophysical & Archy Review to Clear Anomalies

SUMMARY

- Two Pipeline Corridors
 - Primary Route – Completed
 - Secondary Route – To Be Surveyed Prior to Construction
- Two Sections Designated Non-Critical
 - R-200 to R-203 – Request Redesignation to Critical
 - ✓ If Successful ~ Redesign South Segment to extend to R-202
 - R-207 to R-210 – To Be Determined

SEPTEMBER 2, 2021 UPDATE

BUDGET FOR TOWN FOR FY2022 (D&P)

Entity	D&P Cost Share	Cost Allocation
FDEP	43.0%	\$164,291
Lee County TDC	43.0%	\$164,291
TFMB	14.0%	\$53,419
Total	100%	\$382,000

2022 Mon
Bch Prfls

2022 Mon
Wntr Birds

2022 PA
Access Stdy

2022 R200-203
Redesign

TOWN 2022

\$15,000

\$15,000

\$8,500

\$8,000

\$99,919

BUDGET FOR TOWN FOR FY2023 (CONST)

Entity	D&P Cost Share	Cost Allocation
FDEP	61.7%	\$13,904,570
Lee County TDC	28.2%	\$6,355,721
TFMB	10.1%	\$2,263,710
Total	100%	\$22,524,000

BUDGET FOR TOWN FOR FY2024 (MON)

Entity	D&P Cost Share	Cost Allocation
FDEP	50.0%	\$81,000
Lee County TDC	43.0%	\$69,673
TFMB	7.0%	\$11,327
Total	100%	\$162,000

1. Requested Motion:

Meeting Date: October 18, 2021

Authorize the Town Manager to execute an agreement for Tier 1 (17 side streets) - Water and Stormwater SRF Technical Services During Construction in the amount of \$157,050.00 on proposal 240-000-0114 with Angie Brewer & Associates.

Why the action is necessary:

Authorizes the Town Manager to execute an agreement with Angie Brewer for Tier 1 (17 side streets).

What the action accomplishes:

Ensures compliance with the SRF program.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

Angie Brewer & Associates will provide the following services: Program Coordination, Funding Reconciliation, Processing, Program Management, Davis-Beacon Compliance and American Iron and Steel Compliance (AIS).

The streets receiving improvements as part of Tier 1 are listed below:

Little Carlos Lane, Lovers Lane, Anchorage St, Sterling Ave, Pepita St, Shell Mound Blvd, Madison Ct, Mid Island Dr, Andre Mar Dr, Mandalay Rd, Gulfview Ave, Bayland Rd, Williams Dr, Fairview Blvd, Estrellita Dr, Bahia Via and Albatross St.

Attachments:

1. 240-000-0114 Water-SW STA #1

Financial Impact:

6. Alternative Action

Do not approve

7. Management Recommendations:

Approve

8. Recommended Approval:

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

Created/Initiated - 10/12/2021
Approved - 10/12/2021
Approved - 10/13/2021
Approved - 10/13/2021
Final Approval - 10/13/2021

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

X Supplemental Task Authorization

NO.: STA #1

CONTRACT/PROJECT NAME: 240-000-0114 Water-SW SRF Tech Services During Construction - Tier 1

CONSULTANT: Angie Brewer & Associates, LC

PROJECT NO.: _____

SOLICIT NO.: _____

CONTRACT NO.: _____

REQUESTED BY: Christy Cory

DATE OF REQUEST: 09/22/2021

PURCHASE ORDER NUMBER: _____

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

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: 09/22/2021

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: 09/22/2021

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 09/22/2021

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: N/A

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

RECOMMENDED:

By: [Signature]
Department Director

9/29/21
Date

By: [Signature]
Contracts Manager

9/29/21
Date

ACCEPTED: Angie Brewer & Associates, LC

By: [Signature]
Consultant/Provider

9/23/2021
Date

TOWN APPROVAL:

By: _____
Town Manager Date

By: _____
Town Attorney Date

Date to Proceed: _____

Cost of STA: \$157,050.00

Completion Due Date: _____

Date: September 22, 2021

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

240-000-0114 Water-SW SRF Tech Services During Construction - Tier 1 – 2021-2022

Overview

STA NO. 1: 240-000-0114 Water-SW SRF Tech Services During Construction - Tier 1 – 2021-2022

The following services will be provided by Angie Brewer & Associates, LC:

1: Program Coordination

Program Coordination – The Consultant shall coordinate with Town, FDEP, Consulting Engineers, Project Representatives and others as necessary to ensure that all requirements are met. This includes ongoing contact with all personnel related to the project. The Consultant will coordinate and be involved in site visits by funding agency representatives, ie. FDEP, EPA, OIG or DOL. The Consultant shall act as the Liaison between FDEP and the Town to identify and resolve issues regarding the SRF Loan Program. Also, all status and other reporting will be accomplished for successful management and completion of the project.

2: Funding Reconciliation

Funding Reconciliation – The Consultant shall review and compare the project information with the funding documents to ensure that all SRF requirements are met and consistency between all aspects of the project is achieved.

3: Processing

Pay Estimate(s) – The Consultant shall provide professional services to review and verify eligible costs per contractor pay estimate.

Engineering Invoice(s) – The Consultant shall provide professional services to review and verify eligible costs related to engineering.

FDEP Reimbursement Request(s) – The Consultant shall compile required documents and prepare Reimbursement Requests for submittal to FDEP. The Reimbursement Request shall include all properly authorized expenditures for which documentation is available on the date of preparation. The Consultant shall submit the Reimbursement Request to the Engineer for Certification and then to the Town for signature. The Consultant shall be responsible to ensure appropriate parties receive copies of the Reimbursement Request upon receiving the originally signed copy at its office.

Change Order(s) – The Consultant shall review and process Construction Contract Change Orders/Field Changes. This will result in a request for eligibility determination to be submitted to FDEP. Upon receipt of eligibility determination, all appropriate project information will be modified to allow

for the eventual reimbursement of costs if applicable.

4: Program Management

Program Management Meeting(s) – The Consultant shall prepare for and attend Program Management Meetings. Meeting minutes shall be prepared and disseminated to appropriate parties upon completion. These meetings are held for the purpose of discussing FDEP program requirements, reimbursement requests, eligibility requests' status, construction progress, contract changes/issues, payment procedures/status, monitoring issues, additional funding needs and other information regarding the project.

MBE/WBE Monitoring – The Consultant shall provide a form to be completed by the contractor and submitted with each pay estimate. The information submitted by the contractor shall be used to prepare the Minority/Women's Business Enterprises (MBE/WBE) Utilization Report. This report shall be submitted to the Town and FDEP on a monthly basis during construction.

Agency Monitoring Visit(s) – The Consultant shall prepare for and attend agency monitoring visits. The Consultant shall provide responses to any agency questions.

5: Davis-Bacon Compliance

Contractor Compliance Preparation – The Consultant shall review the contractor and subcontractors current Davis Bacon practices and policies to determine compliance with the funding program and funding agreement requirements. The Consultant shall suggest changes required to ensure compliance with the program requirements.

Provide Required Signage – The Consultant shall provide digital or physical copies of required signage with directions for posting the signs. The contractor is responsible for the production and display of the signs.

Compliance Monitoring – The Consultant shall provide monthly monitoring of Federal Labor Standards requirements, including labor interviews and verification of information reported by the contractors and subcontractors during construction.

Certified Payroll(s) – The Consultant shall provide professional services to review and verify certified payrolls as submitted by the contractors and subcontractors. The Consultant shall prepare detailed exception reports as required.

Coordination – The Consultant shall monitor all applicable federal and state regulations. The Consultant shall assist the contractors with conformance of additional wage rates as required for the program.

6: American Iron and Steel (AIS) Compliance

Contractor Compliance Preparation – The Consultant shall review the contractor and subcontractors current materials acquisition processes to determine compliance with the funding program and funding agreement requirements. The Consultant shall suggest methods to ensure compliance with the program requirements.

American Iron and Steel Compliance – The Consultant shall provide monthly monitoring of the project for compliance with the American Iron

EXHIBIT BDate: September 22, 2021**COMPENSATION AND METHOD OF PAYMENT FOR****240-000-0114 Water-SW SRF Tech Services During Construction - Tier 1 – 2021-2022****Section 1. BASIC SERVICES/TASK(S)**

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	SRF Tech Services During Construction	\$157,050	NTE	WIPP
TOTAL (Unless list is continued on next page)		\$157,050.00	NTE	

and Steel requirements. The Consultant shall complete the required documentation for compliance.

4: Closeout and Audit Assistance

Project Closeout – Consultant shall prepare closeout information required for FDEP regarding the project. The Final Request for Reimbursement is included in this task. This includes the Final Construction Inspection, Preliminary Administrative Closeout, and Final Administrative Closeout conducted by FDEP representatives. The necessary closeout documents shall be prepared regarding final eligibility for construction, engineering, administration, design and other project costs and submitted to FDEP to allow closeout of the loan. This effort will result in the preparation, review and approval of the Final Loan Amendment.

Annual Audit Assistance – The Consultant shall provide necessary data to the Town to allow inclusion of the loan in the required Single Audit Report prepared as part of the Annual Audit. This also includes corresponding with FDEP regarding eligibility requests and assistance during the annual audit.

Project Specific Audit – The Consultant will also provide closeout and other information to the Town's Independent Auditors in order to allow for the required Project Audit within 12 months of execution of the Final Loan Amendment.

Hourly Breakdown:

Labor Category	Principal	Sr. Funding Manager	Senior Project Manager II	Sr. Project Manager	Project Manager	Sr. Funding Coordinator	Sr. Funding Specialist	Funding Specialist	Admin/ Clerk II	Admin/ Clerk I
Rate	\$185.00	\$155.00	\$135.00	\$130.00	\$125.00	\$110.00	\$100.00	\$88.00	\$63.00	\$54.00
Hours	120.00	240.00	96.00	0.00	0.00	144.00	180.00	225.00	300.00	225.00

Total Cost (of Job): **\$157,050.00**

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated September 22, 2021, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto September 22, 2021 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: September 22, 2021

**CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
240-000-0114 Water-SW SRF Tech Services During Construction - Tier 1 – 2021-2022**

Consultant or Sub-consultant Name: Angie Brewer & Associates, LC
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule As Included with Proposal Hourly Rates are fully burdened to include all costs per Collier County Contract			

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: September 22, 2021

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
240-000-0114 Water-SW SRF Tech Services During Construction - Tier 1 – 2021-2022

CONSULTANT OR SUB-CONSULTANT NAME: Angie Brewer & Associates, LC
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
N/A – Hourly Rates are fully burdened to include all costs per Collier County Contract	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

EXHIBIT C

Date: September 22, 2021

TIME AND SCHEDULE OF PERFORMANCE FOR

240-000-0114 Water-SW SRF Tech Services During Construction - Tier 1 – 2021-2022

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
#1	SRF Tech Services During Construction	450 days	450 days

EXHIBIT D

Date: September 22, 2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
240-000-0114 Water-SW SRF Tech Services During Construction - Tier 1 – 2021-2022

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

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

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



Angie Brewer & Associates, LC
 9080 58th Drive East, Suite 200
 Bradenton, Florida 34202
 Ph: (941) 756-5800

Cost Proposal

Project Information	
Project Name	Water-SW SRF Tech Services DuringConstruction - Tier 1
ABA Proposal Number	240-000-0114
Community Name	Town of Fort Myers Beach, FL
Client Name	Town of Fort Myers Beach, FL

Services	
Technical Services During Construction	\$ 157,050.00
SUBTOTAL	\$ 157,050.00
TOTAL PROPOSAL	\$ 157,050.00

Scope of Services	
Scope Attached	Yes
Number of Pages	3
Special Conditions	N/A

Offer and Acceptance	
Offered By:	
	Mark A. Brewer, President
	Date: 9/22/2021

Accepted By:	

Scope of Services

Project Information	
Project Name	SRF Tech Services – Tier 1
ABA Proposal Number	240-000-0114
Community Name	Town of Fort Myers Beach, FL
Client Name	Town of Fort Myers Beach, FL

Technical Services During Construction – Tier 1

This Scope of Services is based on a 12-month Construction Period and 3-month Closeout Period. Extensions resulting from Construction Contract Change Orders may result in additional costs.

(Monthly - The tasks listed are typical and are anticipated to occur during the project. Each individual task may not occur each month. However, all required work to ensure compliance with the SRF program will be completed during each month.)

Program Coordination	<i>Program Coordination</i> – The Consultant shall coordinate with Town, FDEP, Consulting Engineers, Project Representatives and others as necessary to ensure that all requirements are met. This includes ongoing contact with all personnel related to the project. The Consultant will coordinate and be involved in site visits by funding agency representatives, ie. FDEP, EPA, OIG or DOL. The Consultant shall act as the Liaison between FDEP and the Town to identify and resolve issues regarding the SRF Loan Program. Also, all status and other reporting will be accomplished for successful management and completion of the project.
Funding Reconciliation	<i>Funding Reconciliation</i> – The Consultant shall review and compare the project information with the funding documents to ensure that all SRF requirements are met and consistency between all aspects of the project is achieved.
Processing	<i>Pay Estimate(s)</i> – The Consultant shall provide professional services to review and verify eligible costs per contractor pay estimate. <i>Engineering Invoice(s)</i> – The Consultant shall provide professional services to review and verify eligible costs related to engineering. <i>FDEP Reimbursement Request(s)</i> – The Consultant shall compile required documents and prepare Reimbursement Requests for submittal to FDEP. The Reimbursement Request shall include all properly authorized expenditures for which documentation is available on the date of preparation. The Consultant shall submit the Reimbursement Request to the Engineer for Certification and then to the Town for signature. The Consultant shall be responsible to ensure appropriate parties receive copies of the Reimbursement Request upon receiving the originally signed copy at its office. <i>Change Order(s)</i> – The Consultant shall review and process Construction Contract Change Orders/Field Changes. This will result in a request for eligibility determination to be submitted to FDEP. Upon receipt of eligibility determination, all appropriate project information will be modified to allow for the eventual

**Town of Fort Myers Beach
240-000-0114
SRF Tech Services – Tier 1
Scope of Services Continued**

	reimbursement of costs if applicable.
Program Management	<i>Program Management Meeting(s)</i> – The Consultant shall prepare for and attend Program Management Meetings. Meeting minutes shall be prepared and disseminated to appropriate parties upon completion. These meetings are held for the purpose of discussing FDEP program requirements, reimbursement requests, eligibility requests' status, construction progress, contract changes/issues, payment procedures/status, monitoring issues, additional funding needs and other information regarding the project. <i>MBE/WBE Monitoring</i> – The Consultant shall provide a form to be completed by the contractor and submitted with each pay estimate. The information submitted by the contractor shall be used to prepare the Minority/Women's Business Enterprises (MBE/WBE) Utilization Report. This report shall be submitted to the Town and FDEP on a monthly basis during construction. <i>Agency Monitoring Visit(s)</i> – The Consultant shall prepare for and attend agency monitoring visits. The Consultant shall provide responses to any agency questions.
Davis-Bacon Compliance	<i>Contractor Compliance Preparation</i> – The Consultant shall review the contractor and subcontractors current Davis Bacon practices and policies to determine compliance with the funding program and funding agreement requirements. The Consultant shall suggest changes required to ensure compliance with the program requirements. <i>Provide Required Signage</i> – The Consultant shall provide digital or physical copies of required signage with directions for posting the signs. The contractor is responsible for the production and display of the signs. <i>Compliance Monitoring</i> – The Consultant shall provide monthly monitoring of Federal Labor Standards requirements, including labor interviews and verification of information reported by the contractors and subcontractors during construction. <i>Certified Payroll(s)</i> – The Consultant shall provide professional services to review and verify certified payrolls as submitted by the contractors and subcontractors. The Consultant shall prepare detailed exception reports as required. <i>Coordination</i> – The Consultant shall monitor all applicable federal and state regulations. The Consultant shall assist the contractors with conformance of additional wage rates as required for the program.
American Iron and Steel (AIS) Compliance	<i>Contractor Compliance Preparation</i> – The Consultant shall review the contractor and subcontractors current materials acquisition processes to determine compliance with the funding program and funding agreement requirements. The Consultant shall suggest methods to ensure compliance with the program requirements. <i>American Iron and Steel Compliance</i> – The Consultant shall provide monthly monitoring of the project for compliance with the American Iron and Steel requirements. The Consultant shall complete the required documentation for compliance.

Town of Fort Myers Beach
240-000-0114
SRF Tech Services – Tier 1
Scope of Services Continued

Closeout and Audit Assistance – Tier 1	
Project Closeout	<i>Project Closeout</i> – Consultant shall prepare closeout information required for FDEP regarding the project. The Final Request for Reimbursement is included in this task. This includes the Final Construction Inspection, Preliminary Administrative Closeout, and Final Administrative Closeout conducted by FDEP representatives. The necessary closeout documents shall be prepared regarding final eligibility for construction, engineering, administration, design and other project costs and submitted to FDEP to allow closeout of the loan. This effort will result in the preparation, review and approval of the Final Loan Amendment.
Audit Assistance	<i>Annual Audit Assistance</i> – The Consultant shall provide necessary data to the Town to allow inclusion of the loan in the required Single Audit Report prepared as part of the Annual Audit. This also includes corresponding with FDEP regarding eligibility requests and assistance during the annual audit. <i>Project Specific Audit</i> – The Consultant will also provide closeout and other information to the Town's Independent Auditors in order to allow for the required Project Audit within 12 months of execution of the Final Loan Amendment.

1. Requested Motion:

Meeting Date: October 18, 2021

Approve Resolution 21-52, Estero Boulevard Roadway Safety Lighting Recommendation ratifying the decision made at the October 7th Management and Planning Session to recommend to Lee County to install amber lighting along Estero Boulevard that functions as an arterial roadway in its day to day use and authorize the Mayor to coordinate implementation.

Why the action is necessary:

Ratify the recommendation made at the October 4th Management and Planning Session.

What the action accomplishes:

Makes a recommendation to Lee County from Town Council.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

After an extensive review and discussion of roadway safety lighting options for Estero Boulevard, the Town Council of the Town of Fort Myers Beach discussed at their October 4th Management and Planning session recommend to Lee County to install amber lighting along Estero Boulevard.

Attachments:

1. Resolution 21-52 re Estero Boulevard Lighting Recommendation(127159419.1)-C

Financial Impact:

6. Alternative Action

Do not approve the resolution.

7. Management Recommendations:

Approve the Resolution.

8. Recommended Approval:

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

Created/Initiated - 10/14/2021
Approved - 10/14/2021
Approved - 10/14/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

RESOLUTION NUMBER 21-52

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING THE TOWN COUNCIL'S OCTOBER 7TH, 2021, DECISION REGARDING THE RECOMMENDATION TO LEE COUNTY FOR AMBER ROADWAY SAFETY LIGHTING ALONG ESTERO BOULEVARD; AUTHORIZING THE MAYOR AS THE COUNCIL LIAISON WITH LEE COUNTY REGARDING THIS MATTER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Fort Myers Beach's arterial road - Estero Boulevard - requires adequate road safety lighting to maximize vehicular, pedestrian, and bicyclist safety; and

WHEREAS, the Town of Fort Myers Beach has long been concerned about climate change and wildlife protection and has been committed to undertaking significant environmental sustainability; and

WHEREAS, Estero Boulevard, is owned and maintained by Lee County; and

WHEREAS, Town Lighting Engineers and Town staff have worked diligently to incorporate the Metropolitan Planning Organization (MPO) and Florida Department of Transportation (FDOT) study recommendations, community input, Florida Fish and Wildlife Conservation Commission (FWC), Sea Turtle Conservancy, Florida Department of Environmental Protection, and FDOT standards for roadway safety lighting for vehicles, pedestrians, and bicyclists to design a roadway lighting solution that addresses all of the needs and interests of the community; and

WHEREAS, on September 16, 2021, after a Town Lighting Engineers presentation, the Town Council selected amber 3000 Kelvin shielded fixtures as its preferred lighting for Estero Boulevard.

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

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

Section 2. This Resolution memorializes and ratifies the decision of the Town Council, as discussed at the October 7, 2021 Management and Planning Session, that the Town of Fort Myers Beach Council supports installing roadway safety lighting along Estero Boulevard using 3000 Kelvin amber shielded fixtures through Florida Power and Light (FPL); and

Section 3. This Resolution recommends that Lee County utilize amber shielded lighting at 3000 Kelvin and at wattage levels that provide for adequate lighting based on the photometrics on Estero Boulevard, taking into consideration the Illumination Engineering Society of North America (IES), FPL, FDOT and FWC guidelines for illumination levels, and providing a light level comparable to the current lighting on the streets in areas that are adequately lit and, for the majority of residential streets; and

Section 4. That Lee County should enter into an agreement with FPL or another entity of its choosing to expeditiously implement the system on the county-owned and maintained Estero Boulevard as soon as possible as the Town's residents, visitors, and Public Safety Committee have expressed safety concerns for many years; and

Section 5. That the Town of Fort Myers Beach will work cooperatively with Lee County to facilitate roadway safety lighting; and

Section 6. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this _____ 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 October 2021.

1. **Requested Motion:**

Meeting Date: October 18, 2021

Initial discussion of FMB camera project documentation from Flock Safety and Greenwire (at time of publication of the agenda, Greenwire had not been confirmed to be in attendance).

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Backup of Flock Safety Presentation

Attachments:

1. Flock Safety
2. Greenwire

Financial Impact:

6. **Alternative Action**

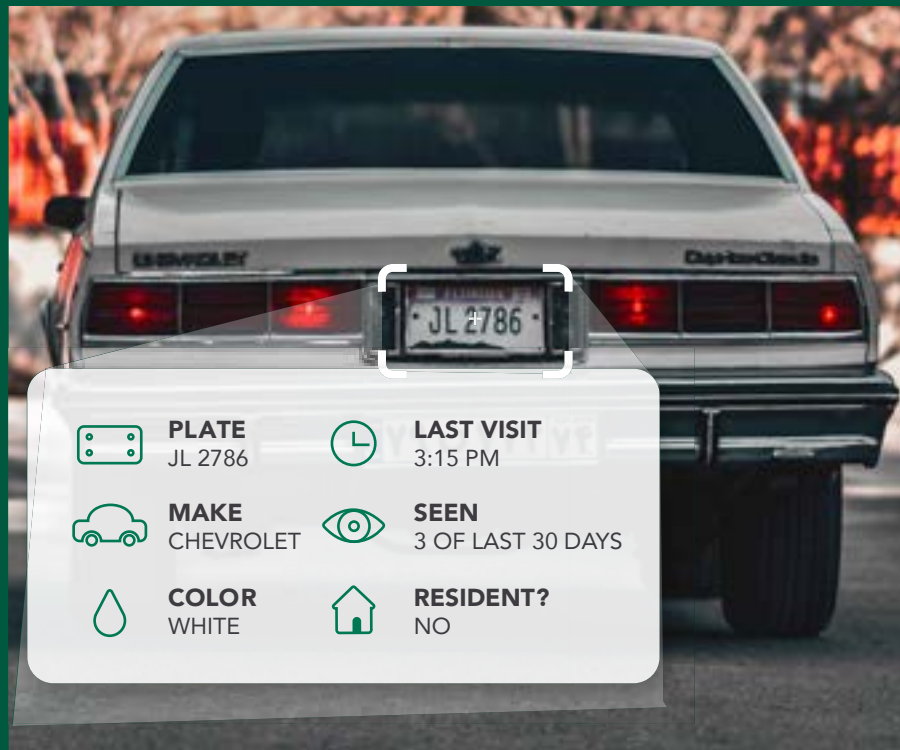
7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 10/12/2021
Approved - 10/14/2021
Final Approval - 10/14/2021

Your partner in eliminating crime



Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a public safety operating system that empowers private communities and law enforcement to work together to eliminate crime. We build devices that detect and capture objective evidence, machine learning that uncovers investigative leads, and real-time alerts that prepare officers to be effective in the field.

What makes Flock Safety's technology different



PUBLIC & PRIVATE PARTNERSHIPS

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



VEHICLE FINGERPRINT™ TECHNOLOGY

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.



INFRASTRUCTURE FREE

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.



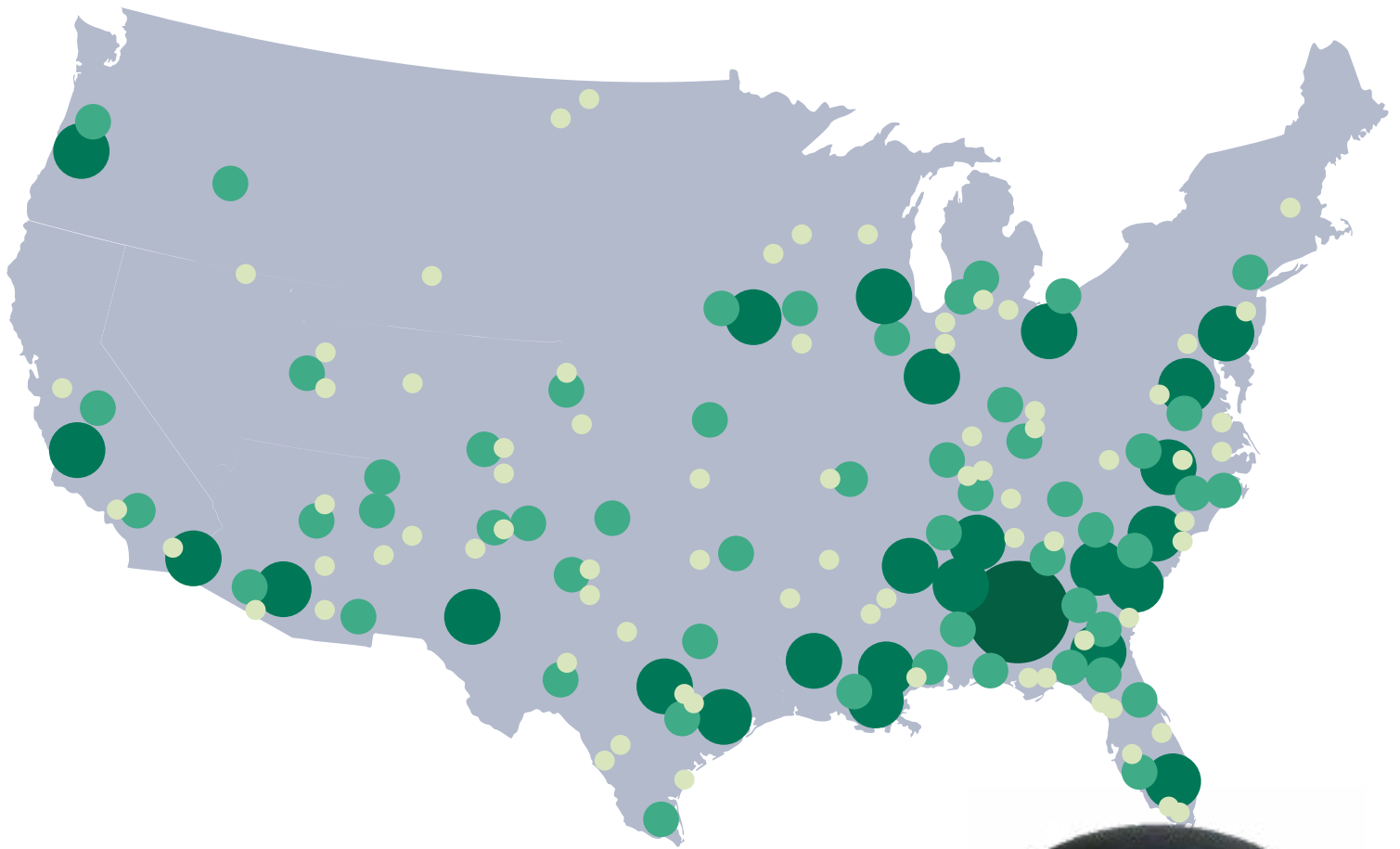
SIMPLE & AFFORDABLE

Our cameras cost \$2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,

flock safety



600+

Police
departments

1000+

US cities

120

Stolen vehicle
reads/hr



Flock Safety's technology includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

30% ▲

Our solution **captures 30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.

34% ▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

60% ▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest



Company Overview

Flock Safety's mission is to eliminate crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety devices deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock

Safety camera systems live in over 1000 cities in 38 states and over 600 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

Customer Results

Flock Safety unites law enforcement and the communities they serve in the pursuit of a safer, more equitable society, with the use of force-multiplying technology. Our devices, which are owned by both public and private customers, see like a detective. They capture objective evidence, decode investigative leads using machine learning technology, and deliver real-time, actionable alerts to officers so they can clear cases more efficiently. Over 1000 U.S. cities enlist the help of Flock Safety's public safety operating system to reduce crime by up to 70%. These are some of their stories.



JERSEY VILLAGE, TEXAS

A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

MARIETTA, GEORGIA

34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created





COBB COUNTY, GEORGIA

Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

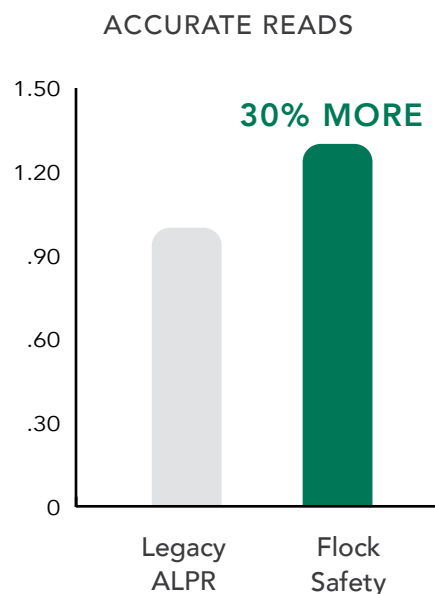
- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at stuart.vanhoozer@

LOS ANGELES, CALIFORNIA

Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).





Product

Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review. The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).



Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts

Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
 - Date and time
 - Vehicle Characteristics
 - Plate (partial/full)
 - Plate Type (in state, out of state, temporary tag)
 - Build & Color
 - Resident status
 - Location/Date/Time



Insights

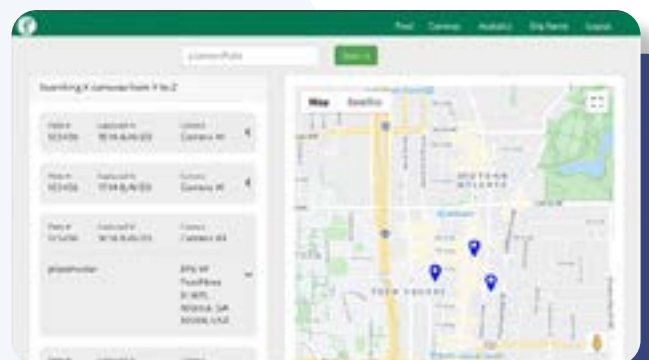
Give city council an ROI report

- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

Lookup

Search plates across your jurisdiction

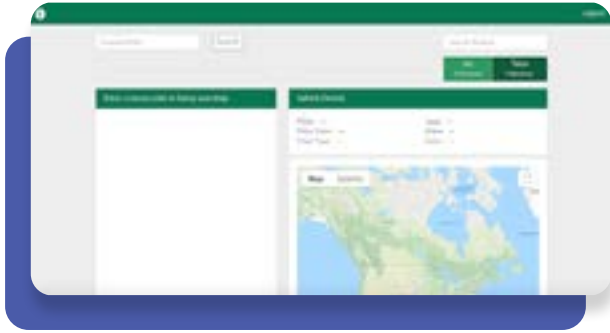
- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network



Shared Footage Search Network for Law Enforcement

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 1B + monthly reads
- Attached to "Lookup" experience



Peformance

DAY TIME FOOTAGE



NIGHT TIME FOOTAGE



TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC



CAMERA SPECIFICATIONS

Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)

Data

16GB local storage, ~2 weeks

Image

5MP Image Sensor

Motion

Passive Infrared Motion Detection

Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

Production

Designed & manufactured in the U.S.

Night Vision

850nm Custom IR Array

Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

CAMERA PERFORMANCE

Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

Processing Power

1.4GHz

64-bit quad-core CPU

Image Capture

20-90 ft from vehicles

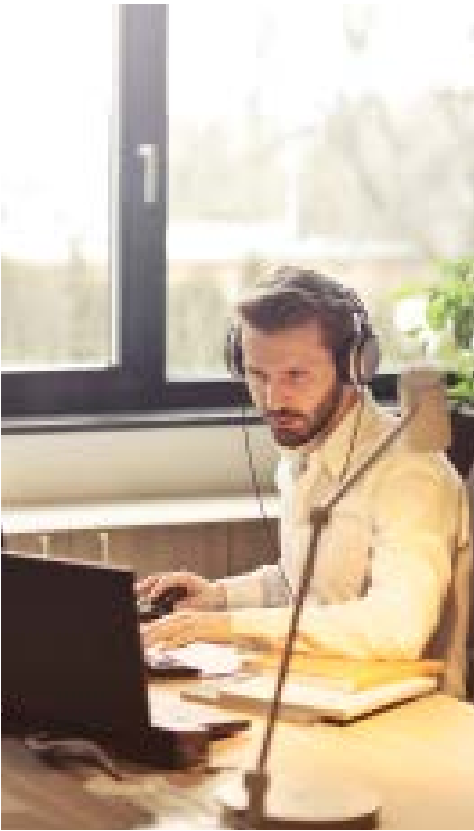
Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)





Training, Ongoing Support & Timeline

New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the **support@flocksafety.com** inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

SAFETY-AS-A-SERVICE

- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera

INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

City intersection
Solar & existing pole



Entrance to Hotel
Solar & Flock 14 foot pole



City Foot Traffic Street
Electric & existing pole



wing

The Wing™
integration



Transform your cameras into cameras that see like a detective.

The Flock Safety Wing integration is for law enforcement agencies who want to transform existing cameras into cameras that see like a detective. Unlike buying new hardware, you can upgrade your existing cameras with the power of Flock Safety's Vehicle Fingerprint™ technology.

Detectives are key to solving crime

They see things differently, pick up on clues, and identify leads. They might notice that a suspect vehicle had a roof rack, tinted windows, a trailer hitch, bumper stickers, step boards, aftermarket wheels, etc. Those details can unlock an investigation and solve crime.

Cities already have 100s or 1000s of cameras

For years, cameras have promised a safer future. But who has the resources to scroll through hours and hours of footage? Even if you do have time, how can you be sure that you'll catch all the unique features of a suspect vehicle? When every second matters, you need to find the single frame that gives an investigator a lead.



Learn how your agency can take advantage of the Wing integration.

flocksafety.com/police

flock safety

Solve more crime by putting Flock Safety software on your IP cameras.



Black Chevy truck

Day Footage



Nissan car
Lic: 7VYB613

Night Footage

Filter hours of footage to find actionable evidence

Leverage Flock Safety's patented Vehicle Fingerprint technology on your 3rd party camera and use machine vision to find your suspect vehicle. Think:

- Vehicle make, type, color
- License plate (full, partial, missing)
- Temporary tags and state of plate



Let's get started today. Transform your cameras into cameras that see like a detective.

flock safety

flocksafety.com/police

Is the Wing integration right for my cameras?

The Wing integration is compatible with all Axis ® cameras and a variety of other IP cameras. If your cameras meet the requirements listed here, the Wing integration is right for you.

Axis ® Camera Requirements

- ✓ Camera can talk outbound to the cloud (over 80/443)
- ✓ Camera contains an SD card (>1GB)
- ✓ Camera produces clear footage

Other IP Camera Requirements

- ✓ Real-Time Streaming Protocol (RTSP) is secure and publicly available
- ✓ Camera has stable bandwidth, either wired wireless, excluding 4G

**Still not sure? Speak with a Wing
integration specialist to learn more.**

Pricing

\$79/camera per month
+
base implementation fee*

* ≤ 15 licenses = \$1500 +
\$75 implementation fee per
each additional license

📞 Call Us
866-522-8863

✉ Email Us
police@flocksafety.com

💻 Learn More
flocksafety.com/police



Subscription Details	Price	QTY	Subtotal
1 Year Warranty			
Annual Subscription Price per year	\$2,500.00	10	\$25,000.00
Automatic License Plate Reader (ALPR) Solar or DC Power 1 Year Maintenance Warranty	\$0.00	10	\$0.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	\$0.00	10	\$0.00
Implementation Camera Setup Shipping & Handling	\$250.00	10	\$2,500.00
Other Cellular Mounting Equipment	\$0.00	10	\$0.00

Total \$27,500.00

Special terms:

- None

FMB Camera/LPR Project

In partnership, between the City of Fort Myers Beach and the Lee County Sheriff's Office, the attached document are proposed site locations for camera systems and license plate readers on the beach. The concept behind the project is to have camera systems/license plate readers installed that live stream back to the Lee County Sheriff's Office Real Time Intelligence Center to assist with crimes occurring on the beach. Direct access to these assets will allow the Lee County Sheriff's Office to more efficiently and effectively obtain suspect description/suspect vehicle information quickly and provide a much higher probability of solving crime.

Pricing

License Plate Readers (Solar/No power needed)

Approximate Cost: \$500 one time install fee

\$2,500 per year – minimum 2 year lease agreement

License Plate Reader (LPR) can capture one lane, one direction

Proposal: (2) LPRs at the base of Mantazas Bridge (captures both directions)

(2) LPRs at the base of Big Carlos Pass Bridge (captures both directions)

Estimated total cost: \$12,000

Pricing

Cameras

TBD – Waiting on estimated pricing quote from Greenwire

Proposed Locations:

- ▶ Mantanzas Bridge – Capturing vehicle traffic on the bridge
- ▶ Times Square – Capturing pedestrians on beach and in Times Square
- ▶ Area of 1250 Estero Blvd – Capturing pedestrians on beach
- ▶ 1560 I St – Capturing pedestrians on beach
- ▶ Area of 1600 Estero Blvd – Capturing pedestrian/vehicle traffic on Estero Blvd
- ▶ San Carlos Pass Bridge – Capturing vehicle traffic on the bridge

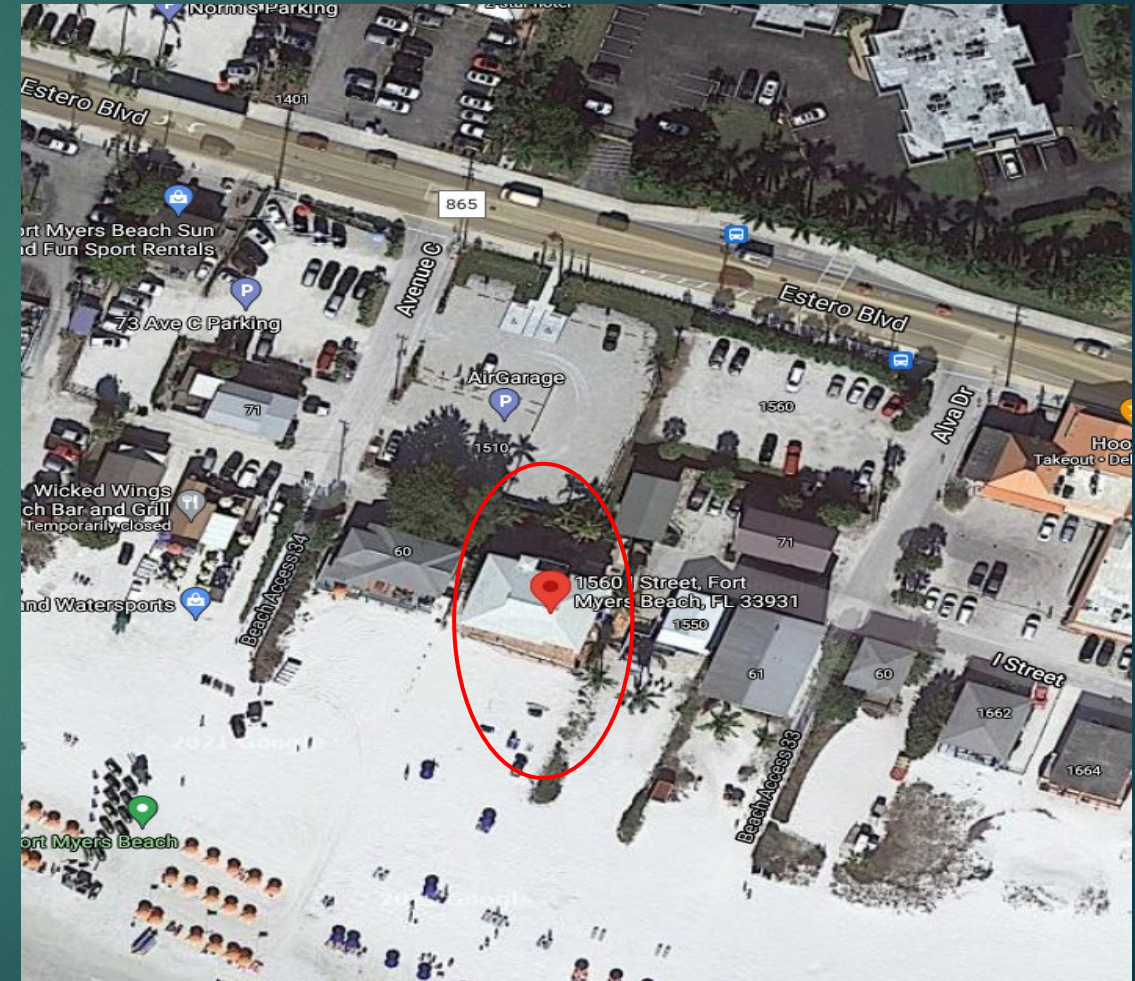
San Carlos Blvd/Fifth St (Base on Mantazas Bridge – Beach Side)

Camera and/or License Plate Reader Options (View of vehicle traffic on bridge)



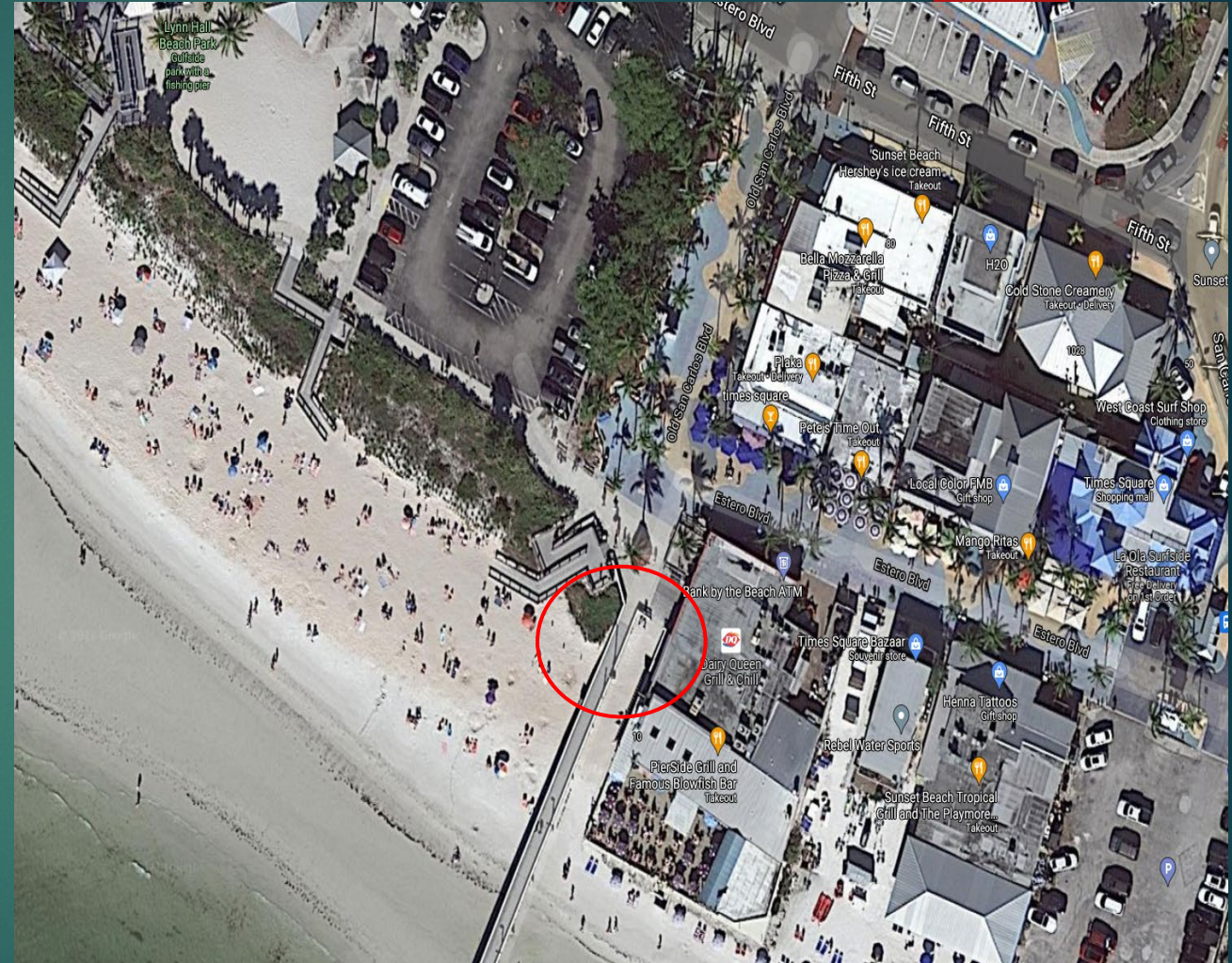
1560 Estero Blvd (Pending approval from property owner)

Camera option (view of beachside)



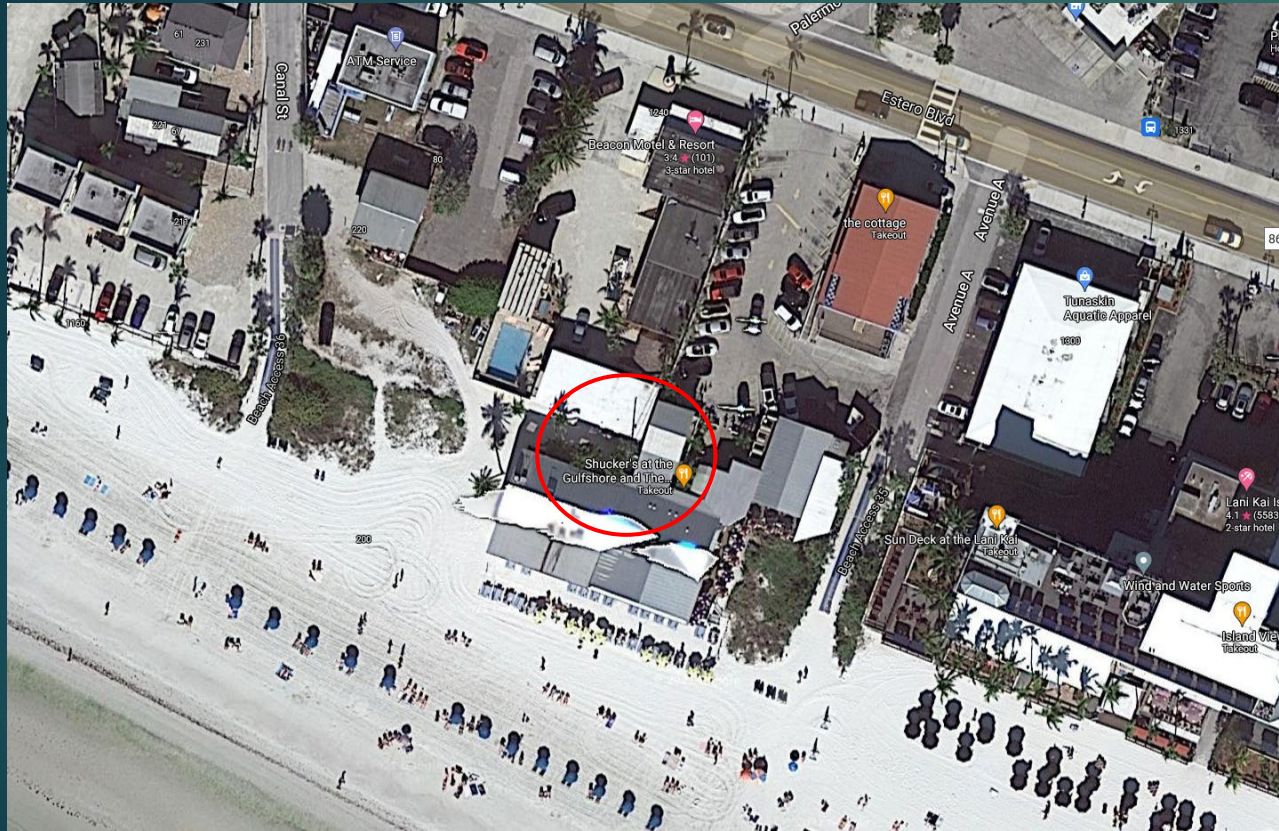
Pier/Times Square

Camera Option (View of beach/Times Square)



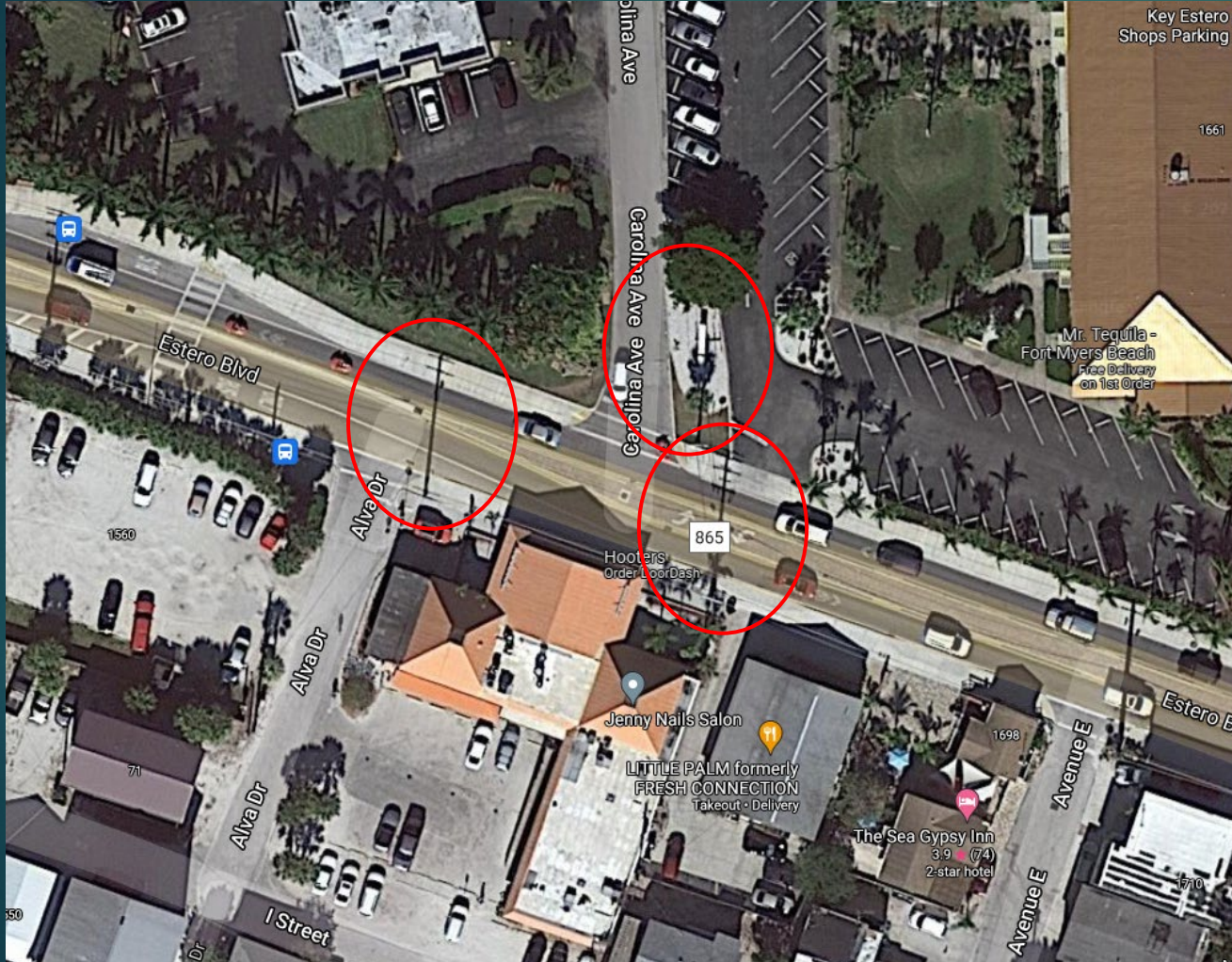
1250 Estero Blvd

Camera Option (View of beach side)



1600 Estero Blvd (Estero Blvd/Carolina Ave)

Camera Option (View of Estero Blvd)



Big Carlos Pass Bridge (8405 Estero Blvd)

Camera and/or License Plate Reader Options (View of vehicle traffic on bridge)

