



Fort Myers Beach Town Council

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

Agenda

Monday, November 15, 2021

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. REORGANIZATION OF COUNCIL**
 - A. Selection of Mayor and Vice Mayor
Selection of Mayor and Vice Mayor in accordance with the Town Charter.
- VI. PUBLIC COMMENT**
- VII. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VIII. ADVISORY COMMITTEES ITEMS AND REPORTS**
- IX. APPROVAL OF MINUTES**
 - A. November 1, 2021 Town Council
 - B. November 1, 2021 Joint Session w/LPA
 - C. November 4, 2021 Management & Planning Session
 - D. November 4, 2021 Joint Session w/PSC
- X. PRESENTATION**
 - A. FMB Camera Project - Greenwire Technology Solutions

XI. CONSENT AGENDA**A. New Year's Eve Fireworks and Bridge Closure**

Motion to approve the temporary south bound closure of the Matanzas Pass Bridge to southbound traffic on December 31, 2021 at midnight until January 1, 2022 at 1:30 am for the New Year's Fireworks Event

XII. PUBLIC HEARINGS**A. Ordinance 21-07: Commercial Boulevard Zoning District**

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, DIVISION 5, SUBDIVISION V, SECTIONS 34-701 THROUGH 34-707 "CB ZONING DISTRICT" TO CLARIFY WHAT CONSTITUTES AN EXISTING USE AND HOW AND WHEN THAT EXISTING USE CAN BE CONTINUED OR MODIFIED; TO ALLOW THE CONTINUATION OF EXISTING USES; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Second reading for final adoption.

B. VAR20210039: 71 Chapel Street Setback Variance

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/DENYING VARIANCE 20210039 TO ALLOW A 10 FEET REDUCTION OF THE 25 FEET STREET SETBACK TO ALLOW A SETBACK OF 15 FEET AT 71 CHAPEL STREET; AND PROVIDING FOR AN EFFECTIVE DATE

XIII. ADMINISTRATIVE AGENDA**A. Resolution 21-62; Court Street Name Change**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, SUPPORTING THE RESIDENTS OF COURT STREET REQUEST TO CHANGE THE STREET NAME TO FLAMINGO COURT; AND PROVIDING FOR AN EFFECTIVE DATE.

B. LCSO Extra Duty Traffic Detail(s)

Approve Lee County Sheriff's Office Extra Duty Traffic Detail contract(s) for Fiscal Year 2021-2022 in the amount of \$70,580.00; Authorize the Town Manager to execute contract documents as approved in FY2022 budget.

C. Resolution 21-61; Community Aesthetic Feature Agreement with FDOT

Adopt Resolution 21-61; Community Aesthetic Feature Agreement (Town entrance sign) with FDOT for the welcome sign and allowing for all associated documents to be executed by the Town Mayor and/or Town Manager or his designee.

- D. Resolution 21-59; Parking Shade Structure
Approve Resolution 21-59 to allocate and appropriate funds for the purchase of a parking shade structure and accessory items for Fort Myers Beach Elementary Parking Lot pursuant to the Town's agreement with the Lee County School Board in the amount of \$82,942 as budgeted in FY22 budget, piggybacking Lee County School District Contract, C177288LN - Walkway Covers Contract Number.
- E. STA #11; CEI & Construction Admin - Bayside Park
Approve Supplemental Task Authorization #11 with DRMP, Inc. for construction inspection services and construction administration to Bayside Park in the not to exceed amount of \$42,500 and authorize the Town Manager to execute the contract documents.
- F. Lighting Purchase - Bayside Park
Approve, allocate and appropriate funds in the FY22 budget, for the purchase of lights and accessory items for Bayside Park in the amount of \$112,771.25, waiving the procurement policy as these lights are manufactured by a sole-source, Sesco Lighting.

XIV. FINAL PUBLIC COMMENT

XV. TOWN MANAGER'S ITEMS

XVI. TOWN ATTORNEY'S ITEMS

XVII. COUNCILMEMBERS ITEMS AND REPORTS

- A. Council Representation to Town Advisory Committees
Designation of a Council representative to the six Town advisory boards/committees.
- B. Council Representation on Outside Committees
Designation of a Council representative and alternate to the seven outside committees on which Council members have previously served.

XVIII. ADJOURNMENT

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

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

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

1. Requested Motion:

Meeting Date: November 15, 2021

Selection of Mayor and Vice Mayor in accordance with the Town Charter.

Why the action is necessary:

Required by the Town Charter

What the action accomplishes:

2. Agenda:

REORGANIZATION OF COUNCIL

3. Requirement/Purpose:

Other

4. Submitter of Information:

5. Background:

Sec. 4.02. Mayor. At the first meeting after the second Tuesday in November, the council, by majority vote, shall elect from its membership a Mayor. The Mayor shall serve as chairperson during meetings of the council and shall serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance. The Mayor shall also serve as the ceremonial head of the Town.

Sec. 4.03. Vice mayor. At the first meeting after the second Tuesday in November, the council, by a majority vote, shall elect from among its membership a Vice Mayor who shall serve as Mayor during the absence or disability of the Mayor and, if a vacancy occurs, shall become interim mayor pursuant to section 4.08 of this charter.

Attachments:

Financial Impact:

6. Alternative Action

7. Management Recommendations:

8. Recommended Approval:

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

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



Fort Myers Beach Town Council

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

Minutes

Monday, November 1, 2021

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

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

Motion carried unanimously.

V. PUBLIC COMMENT

Brandon Prince, Assistant Project Manager from Deangelis Diamond Construction (Margaritaville), was available to answer questions.

Ron Martin, the newly appointed Fire Chief for the Fort Myers Beach Fire Control District presented himself.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Allers thanked Bay Oaks and volunteers for Fright Night, and Beach Baptist for their Trunk or Treat event.

Vice Mayor Hosafros thanked Beach Baptist and the volunteers for their successful Trunk or Treat event.

Council Member Atterholt stated he and some of his fraternity brothers had a reunion and he thanked Maxine from the Wyndham, Mike from Pinchers, Al and Kathy Durrett from Fishtale, Craig, Christy, Jason and the wait staff from the Sandbar and Susan from Olivers. He thanked everyone for their hospitality.

Council Member Veach thanked Jennifer Rusk and her husband for installing a

little free library on Miramar. He encouraged people to contact him if they were interested in the program.

Mayor Murphy thanked Director Alison Giesen, staff and the fire department for Fright Night.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS

A. Anchorage Advisory Committee

Chair Katherine Light noted an outline of activities was provided in their packets. She reported that they were trying to include the dinghy dock under the bridge in the submerged land lease. Town Manager Hernstadt believed that the dock was in the town's riparian rights. Chair Light indicated that the office at the Harbor House opened on October 1, 2021, but restrooms, showers and laundry facilities were still leased out from Matanzas. A fob system will be used for patrons to access facilities. She noted that office hours would be monitored and adjusted if needed and she explained the Dockwa system. Chair Light stated that they did not expand their shower facilities by renting the office at Harbor House. It was a transitional location until a permanent solution was found. She reported that the pump-out boat would lose the dock at Matanzas soon. She questioned whether the Virginia site would be feasible, even though it did not have a seawall or a dock. Town Manager Hernstadt replied that they were exploring short-term alternatives.

Vice Mayor Hosafros supported utilizing the Virginia property to store the boat and noted they did not have to build a seawall. Town Attorney Herin, Jr. explained the right of use of the Virginia property.

Chair Light stated that the committee would be working on the Harbor Management and Strategic Plans over the next few months. She described Cruiser's Appreciation Day and noted they would no longer partner with Matanzas. She questioned whether the Council approved of AAC hosting the event next year. Chair Light received support. She questioned the Council's priorities for AAC. Mayor Murphy replied that they would get back with her.

VIII. APPROVAL OF MINUTES

A. October 18, 2021 Town Council

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

Motion carried unanimously.

IX. PUBLIC HEARINGS**A. Ordinance 21-06: Prohibition of Non-Marine Biodegradable Straws**

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-MARINE BIODEGRADABLE STRAWS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE. Second reading and final adoption.

Mayor Murphy read the title of the ordinance. Town Attorney Herin, Jr. stated the hearing was properly noticed. He noted the ordinance was modified to include "marine" in the definition of biodegradable. He indicated that Council could set the effective date.

Public comment:

The Phade representative stated that two of his competitors agreed to add marine biodegradable to their packaging.

Public comment closed.

Council Member Veach moved to approve Ordinance 21-06; second by Vice Mayor Hosafros.

Council Member Veach requested that businesses be allowed to use up their inventory. There was no objection.

Motion carried unanimously by roll-call vote.

B. Ordinance 21-07: Commercial Boulevard Zoning District

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING THE TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, DIVISION 5, SUBDIVISION V, SECTIONS 34-701 THROUGH 34-708 "CB ZONING DISTRICT" TO CLARIFY WHAT CONSTITUTES AN EXISTING USE AND HOW AND WHEN THAT EXISTING USE CAN BE CONTINUED OR MODIFIED; TO ALLOW THE CONTINUATION OF EXISTING USES; PROVIDING FOR SEVERABILITY; CODIFICATION; ACRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on November 15, 2021 at 9:00 AM

Mayor Murphy read the title of the ordinance. Community Development Planner Sarah Propst reviewed the proposed new language. She stated that the ordinance would affect several areas in the CB district, not only the bank in Seagrape Plaza. Town Manager Hernstadt discussed intensity issues and previous uses of a parcel. Planner Propst explained that the CB zoning was not intended to be permanent and she had never seen language like that. She noted the ordinance was specific because the code listed financial institutions as offices, but not if they had drive-thru lanes. Council Member Allers

questioned the definition of small outdoor displays. Attorney Beverly Grady from Roetzel and Andress represented Robert Himmelstein, who owned the bank in Seagrape Plaza. She reviewed the history of commercial zoning and explained what the owner wanted to do with the property. Council Member Allers requested a definition of a small outdoor space. Attorney Grady replied that she could include a definition by the second reading. Council Member Veach brought up possible unintended consequences. Vice Mayor Hosafros explained that the change would make the code more normal because it was unusually restrictive. Council Member Atterholt stated that vacant buildings did not add value to the island and the ordinance could help develop vacancies. Council Member Allers discussed creating potential consequences and requested that staff look at other CB properties. Vice Mayor Hosafros agreed with the request. Planner Propst revealed that the comprehensive plan update would allow additional changes to the code to accommodate other parcels.

No public comment.

Vice Mayor Hosafros moved to schedule the second hearing of Ordinance 21-07 and final adoption on November 15, 2021, at 9:00 a.m. and that staff provides a list of CB properties on the island with a history of prior uses; second by Council Member Atterholt.

Motion carried unanimously by roll-call vote.

X. ADMINISTRATIVE AGENDA

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

Approve and authorize the Town Manager to execute contract documents with Wright Construction for the Bayside Park Improvements in the amount of N.T.E. \$885,346 including \$44,267.30 contingency and appropriate and allocate additional funds from Fund 41 as necessary.

Vice Mayor Hosafros requested that coconut palms be replaced with native palms due to liability.

Vice Mayor Hosafros moved to authorize the Town Manager to execute the contract documents; second by Council Member Veach.

Paul Benvie from DRMP explained that there were slight changes to the overall project to help reduce costs. Shade sails were enlarged to reduce the number of poles for better visibility. The round stage was cost-prohibitive and was changed to an open amphitheater type. The number of trees stayed the same except one was removed due to the cost of moving it. He reviewed smaller changes in the design.

Vice Mayor Hosafros was disappointed that the tree was removed, especially since the Gumbo Limbo was the town tree. Town Manager Hernstadt stated that he would find a spot for a Gumbo Limbo in the Town.

Mr. Benvie indicated there was an open space for a veterans' memorial.

Motion carried unanimously by roll-call vote.

B. STA NO. 16 Addition Tier 1 Services

Authorize the Town Manager to approve STA NO. 16 for additional Tier 1 Services with Tetra Tech under Contract No. 20-22-AD for \$52,105.

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

Motion carried unanimously.

C. Clean Vessel Act Grant: Pump Out Boat Replacement

Authorize Town Staff to apply to the State for the Clean Vessel Act grant for the trade in and purchase of a replacement pump out boat from Pumpout USA in the amount of \$153,754.67 and authorize the Town Manager to execute contract documents. (Trade in value = grant match)

Town Manager Hernstadt stated that the grant required a 25% match, and the trade-in value of the pump-out boat covered the 25%.

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

Motion carried unanimously.

XI. FINAL PUBLIC COMMENT

No public comment.

XII. TOWN MANAGER'S ITEMSA. TPI / Margaritaville Construction Staging Plan

Town Manager Hernstadt referred to the diagram in the packet and felt it was the best approach.

Brandon Prince from Deangelis Diamond Construction stated their goal was to alleviate traffic on Estero Blvd. He indicated that they would try to limit congestion, but construction traffic would be continuous. Council Member Allers questioned whether they would shut down for holidays. Town Manager Hernstadt replied that they were on a tight schedule, but they would try to work with the Town.

B. Town Entrance Signs

Town Manager Hernstadt provided a sample design for the signs.

XIII. TOWN ATTORNEY'S ITEMS

No items.

XIV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Veach questioned whether they could create a finite time limit, or calendar, regarding accrued fines. Town Attorney Herin, Jr. explained the process to bring properties into compliance and noted that accrued fines eventually triggered a request to lien. He indicated they could file for foreclosure in some cases before the property was sold. Council Member Veach described a home that was sold with fines attached, but the seller did not have to pay the fines. The buyer had to resolve the situation with the town. Vice Mayor Hosafros stated that if they pursued legal action before a sale was in progress, the town would have to pay legal fees. Town Attorney Herin, Jr. stated that the statute allowed them to request a lien if the owner did not come into compliance within three months. He indicated that he and the staff would review current cases with large outstanding fines and report back to the Council.

Council Member Atterholt described replacing the bocci ball courts at Newton Park with a swing set. He shared a picture of the equipment. Vice Mayor Hosafros suggested that the swings could be added to the memorial bench program.

Vice Mayor Hosafros noted that the AAC voted to authorize staff to explore whether the Virginia property could be used as a place to store the pump-out boat. The majority of Council agreed, and Town Manager Hernstadt will research the feasibility.

Council Member Allers reported that the Lee County bomb squad was bringing their robot and bomb-sniffing dog for an outdoor presentation at the Woman's Club on Wednesday at 6:30.

Mayor Murphy stated that tomorrow was the opening day of softball season for 50 and over players and he was invited to throw out the first pitch.

XV. ADJOURNMENT

Council Member Veach moved to adjourn; second by Council Member Atterholt. Motion carried unanimously.

The meeting was adjourned at 11:27 a.m.



**Fort Myers Beach Town Council
Joint Session with Local Planning Agency**

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

Minutes

Monday, November 1, 2021

1:00 PM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Murphy, Vice Mayor Hosafros, Council Member Allers, Council Member Atterholt and Council Member Veatch.
LPA Members present: Chair Heil, Anita Cereceda, Forrest Critser, Jane Plummer, Scott Safford and Karen Woodson.

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. Additional Setbacks on Consolidated Lots

Discussion of proposed regulatory modification(s) regarding consolidated lot setbacks.

Chair Heil stated that they came up with four options to discuss. Community Development Planner Sarah Propst displayed and explained Option 1: Adding Up the Setbacks; Option 2: Lot Percentages and Option 2: Lot Percentages Additional Examples.

Vice Mayor Hosafros liked the flexibility and Council Member Veatch liked the percentages. Planner Propst commented that the percentage could apply to all consolidated lots. She noted that many communities used a percentage. Town Attorney Herin, Jr. agreed that a percentage was typical in his experience.

The placement of mechanical equipment was discussed.

Council Member Allers supported the percentage but was unsure of the specific number. He was comfortable with doubling the setback but not tripling. Planner Propst explained that no one could go over the 40% buildable area of the lot. She discussed incentivizing people to keep an open

view at the lower level. LPA Member Plummer agreed that people building large houses would not be inclined to leave the lower level open because they had items that needed protection. LPA Member Cereceda questioned what they hoped to accomplish. She discussed their mistake 25 years ago because they did not anticipate how the rules would affect the community 25 years later. She noted that the Comprehensive Plan talked about open space and view corridors. She stated that if they wanted to preserve the view corridors, setbacks alone would not accomplish that. Mayor Murphy questioned whether everyone felt the same way and whether it was relevant today. Vice Mayor Hosafros stated that it wasn't just about the view corridor but about light and air. She remarked that houses with three and a half stories blocked the sunlight from their neighbor's house. She felt that they had to make sure that people had a livable community.

Council Member Veach stated that people walked through view corridors even though a beach access was next door to his house. He discussed lights on the beach with view corridors during turtle season. Council Member Safford indicated that they had to develop a plan for the entire island, not just the beach.

Mayor Murphy confirmed that the majority supported a percentage basis with minimum side setbacks.

Planner Propst displayed a map of a slab as-built in Glenview subdivision on Randy Lane with a 26-foot setback on one side and 12 feet on the other side. She felt it was a good example of visibility on the side, even though it was not 15% on both sides.

Council Member Veach brought up duplexes. Chair Heil commented that they were single lots and fell under the regular setbacks. Town Manager Hernstadt brought up the 80/20 rule and stated that if they took care of 80%, 20% of property owners could request a variance.

Discussion was held concerning the house on Randy Lane and the view corridor. Chair Heil brought up stilt homes on Pensacola Beach. Planner Propst noted that people would be more likely to build their homes on stilts if they disallowed fill. Chair Heil commented that fill caused drainage issues on the island. Council Member Veach stated that FEMA and economics forced the island to change. Council Member Atterholt questioned whether a tax credit could be offered as a carrot to help offset taxes for those who decided to maintain the view corridor. Vice Mayor Hosafros countered that the Fort Myers Beach tax benefit was minimal. Council Member Atterholt suggested packaging more than one incentive. Mayor Murphy did not think a tax credit would work. Council Member Veach mentioned charging an affordability fee to owners who decided to close in the lower level. The fee would go towards workforce housing.

Town Manager Hernstadt indicated that the house on Randy Lane was a good example, but some homes should be looked at. He stated that people who were building those homes were not worried about money. Council Member Atterholt questioned whether height was an issue for new owners and whether it could be a trading tool. Planner Propst replied that it might be

effective with smaller lots.

Vice Mayor Hosafros commented that many people could afford to store their toys off the island and she did not see that as a disincentive for them to fight for open space under the buildings. LPA Member Cereceda stated that she was fighting for open space and Vice Mayor Hosafros agreed.

Mayor Murphy suggested polling the community regarding whether the view corridor on Estero Blvd. was important to them. Vice Mayor Hosafros remarked that they received emails regarding the large homes. Mayor Murphy felt the majority of the community wanted to preserve the views and he encouraged feedback from residents.

Council Member Allers verified that the modifications would apply across the board. LPA Member Cereceda brought up the new stilted homes on Delmar and noted the houses kept the character of the neighborhood. Chair Heil described her street and stated that if she had to put her home on stilts, her pool would not get as much sun, and she would not be able to enjoy her backyard.

Planner Propst will look at percentage options. Council Member Allers suggested that if an owner wanted to build their home on stilts and left the bottom level open, they could have a 7.5-foot setback. Council Member Veach thought the same rules should apply to every lot, not just consolidated lots.

B. Front setbacks and façade length for large residential structures.
Discussion of regulatory modification(s) regarding massing of large homes (exceeding 65 feet in length) and setback requirements.

Planner Propst displayed Building Massing Examples and noted the house on Randy Lane was a good example. She explained that the 65' front facade would provide enough width for the first floor. Town Manager Hernstadt noted the house on Randy Lane had different depths and heights, which made it look and feel better. LPA Member Cereceda suggested providing bad examples of massing.

Chair Heil questioned whether they could use percentages. Town Manager Hernstadt replied that they had to create a threshold. Vice Mayor Hosafros asked whether the modifications could be expanded to include large homes on single lots. Planner Propst replied affirmatively but added they would have to use different numbers. LPA Member Safford questioned what other communities were doing. Planner Propst replied that not a lot of communities had architectural requirements across the board.

Consensus was reached to go with 65'. Planner Propst will look at additional options and examples.

Council Member Atterholt discussed creating a fast-track designation for certain LPA decisions. Town Attorney Herin, Jr. commented that items approved by a resolution could be added to a quasi-judicial consent agenda and voted up or down. Items that required a public hearing like ordinances or rezoning had to go through the public hearing process. He added that

roughly 40-50% of jurisdictions had a similar approach. Town Manager Hernstadt indicated that very few cases would qualify for a fast-track designation. He stated that if an example came up in the next month or so, he would bring it forward.

IV. ADJOURNMENT

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

The meeting was adjourned at 3:09 p.m.



Fort Myers Beach Management & Planning Session

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

Minutes

Thursday, November 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 Veach.

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. Lee County Update

An update of Lee County projects on Fort Myers Beach

Council Member Atterholt questioned Lee County Department of Transportation (LDOT) Rob Phelan about ideas to help direct pedestrians to crosswalks and mitigate traffic issues on Estero Blvd. Mr. Phelan described overpass problems and noted a signalized crosswalk at Crescent and Estero Blvd. would be installed. He explained that underpasses used a lot of property, the water table was very high and there were utilities in the area.

Handrails were difficult due to the number of driveways.

Council Member Veach questioned whether an HOV lane could be added to San Carlos. Mr. Phelan replied that it was evaluated several years ago. He indicated the design plan was at the 60% stage and Town Council should have received a copy. Town Manager Hernstadt understood that the county was going to have another public meeting about the project. He indicated that Council could request that it be prioritized.

Council Member Atterholt questioned how many people used Estero Blvd. as a shortcut. Mr. Phelan replied that a previous study estimated about 10% of the vehicles in both directions were through traffic. Council Member Atterholt brought up a water taxi service and a shuttle service to and from the airport. Mr. Phelan noted that they continued to discuss alternative modes of

transportation. Mayor Murphy added that installing another bridge had been discussed for years, but there were pros and cons to consider. He noted that any solution would take cooperation between all entities involved.

Mr. Phelan stated that they were still on track and the final structural course would be complete in December. He indicated they are still on track to finish by early 2022. He did not know the status of the cantilevered section of the bridge. Town Manager Hernstadt noted that FDOT had to perform additional analysis.

Mr. Phelan did not know the projected start date for the Big Carlos Pass Bridge. He described improvements made to help mitigate traffic and improvements to the drainage system.

Council Member Allers questioned the status of bike lane markings, adding markings where the lane ends by Red Coconut and shelters at trolley stops. Mr. Phelan did not have an update, but he indicated conversations regarding trolley shelters were ongoing. He stated the county intended to add green bike lane markings according to the Florida Department of Transportation (FDOT) green book requirements. He explained the purpose of skip (or dashed) lines in turn lanes. Mr. Phelan addressed divided sidewalks and noted the Council could bring the topic up and the county would evaluate. He explained ADA requirements in driveway locations and how they affected bicyclists. Mr. Phelan described green book requirements concerning colors and configurations in crosswalks and indicated there were levels of enhancements.

B. Discussion of Removal/Installation Tree Requirements for Single Family Homes

Council Discussion: Minimum Tree Requirements for Single Family Homes

Town Manager Hernstadt reviewed the topic and noted an ordinance was in place. He questioned whether they were interested in taking different actions to enforce the ordinance. Council Member Allers questioned whether they could tag trees to be saved. Town Manager Hernstadt described several steps they could implement. Vice Mayor Hosafros indicated they were not enforcing the ordinance and regulations. She questioned whether they needed to attach the tree permit to the demo permit since trees were being torn down during demolition. Town Manager Hernstadt replied that some people had removed the trees before approaching the town.

Council Member Veach stated that the town approved a permit for a property owner to tear down all the trees on an undeveloped lot. A building was built and there were no trees on the lot. Town Manager Hernstadt stated that he would make sure that staff understood the ordinance. Environmental Project Manager Chadd Chustz referred to the green sheet regarding challenges and ideas from other municipalities that could be implemented.

Vice Mayor Hosafros questioned whether Project Manager Chustz would add anything to the code to help. Project Manager Chustz replied affirmatively and offered language. He remarked that trees had to be removed from

undeveloped lots to make room for a building and accessories. Town Attorney Herin, Jr. read the FL statute from their packet of information. He stated that they could be more forceful upfront and could enhance the post-development landscape requirements. Consensus was reached for Town Attorney Herin, Jr. to move forward with enhancements.

Vice Mayor Hosafros suggested that pictures be taken of lots when they receive a demo permit. Town Manager Hernstadt agreed. Town Manager Hernstadt noted they could also conduct a town tree survey and he will investigate the cost involved. Council Member Allers reiterated his idea of marking trees.

Council Member Veach questioned whether their vision would apply to new construction only. Town Manager Hernstadt mentioned a minimum landscaping requirement and indicated he would consult with the Project Manager and Town Attorney. Council Member Allers preferred to maintain or increase the tree canopy. Town Manager Hernstadt stated he would present opportunities for further enhancements to be consistent with that objective.

C. Traffic and Parking

Council discussion: Traffic and Parking in Fort Myers Beach

Council Member Veach described the 2001 CRSPE Study and noted they came up with similar ideas regarding traffic. He indicated that installing barriers on Estero Blvd. to direct pedestrians to crosswalks might impede emergency vehicles. He was not sure how to prevent pedestrians from crossing the road wherever they wanted. Council Member Allers remarked that using deputies in the past to direct pedestrians kept the traffic moving. Council Member Veach agreed that it was effective at the base of the bridge but questioned how it would work on a long stretch of Estero Blvd. Council Member Allers suggested that coordinating traffic lights should keep the traffic flowing better. Mayor Murphy commented that Sanibel hired people to keep pedestrians on the sidewalks during season. Vice Mayor Hosafros stated the difference was that Sanibel had its own police department. Town Attorney Herin, Jr. agreed and noted that the people directing traffic worked under the police department and met minimum training requirements. Mayor Murphy suggested spreading VOICE (Volunteer Observer Impacting Community Effort) members up and down Estero Blvd. Council Member Atterholt supported considering the idea and noted that combining several steps in specific areas could help the traffic and pedestrian flow. He felt water taxis and airport shuttles could work and he was open to exploring all the options. Council Member Veach stated that water taxis were discussed in the past, but they did not have a public dock. Council Member Atterholt indicated that the Weston in Cape Coral did have a shuttle service to the beach. Council Member Veach described an educational campaign to encourage pedestrians to use crosswalks.

Council Member Atterholt mentioned a parking opportunity on the north side of the bridge or across the street from Lover's Key. Council Member Veach noted that residents on San Carlos Island did not want to be the parking lot for the beach. He commented that a parking garage would take up a lot of real estate.

D. Street Renaming

Discussion: Changing the name of a street

Mayor Murphy brought the topic up as a result of an inquiry from a resident. Town Attorney Herin, Jr. stated that it was relatively simple to change the name and a matter of coordinating with other agencies. Vice Mayor Hosafros did not think the Council should be involved. Council Member Veach and Mayor Murphy felt they should be involved.

Town Attorney Herin, Jr. stated that the Lee County Property Appraiser's Office and the fire department would be involved with the name change. Town Manager Hernstadt noted that they could give the neighborhood instructions on moving forward, forward their request, or facilitate and implement the change for the neighborhood. Town Attorney Herin, Jr. provided examples from other municipalities. Vice Mayor Hosafros stated they did not have anything on the books to stop them from changing the name now, but she would support a resolution. Council Member Allers supported Vice Mayor Hosafros. Town Attorney Herin, Jr. reminded the Council that there was a cost involved. Town Manager Hernstadt received support to draft a resolution.

E. American Rescue Plan

Council discussion: American Rescue Plan

Town Manager Hernstadt recommended that Council submit their ideas to Town Clerk Baker. He stated that he would share future information with Council Members. He explained that there were guidelines for spending the money, but they were not all clear.

IV. AGENDA MANAGEMENT

- A. November 2021 Add tree ordinance.
Add VOICE volunteers for traffic control.

V. ADJOURNMENT

Mayor Murphy adjourned the meeting at 11:09 a.m.



Fort Myers Beach Management & Planning Session

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

Minutes

Thursday, November 4,
2021

11:00 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.

PSC Members present: Chair Thomas, PSC Member Bahan, PSC Member Childs, PSC Member Goggin, PSC Member Jungwirth and PSC Member Knickle.

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. Open Items for Council Prioritization

Discussion with Public Safety Committee members on open items Chair Thomas stated their goal was to develop ideas and solutions to keep the town and its residents and visitors safe. She suggested that Council and the PSC work together on finding solutions to action items.

Council Member Allers suggested that they start by discussing items they could control first. PSC Member Goggin clarified that items not under their control, such as pursuing an interlocal regarding the number of crosswalks, were a good example. If Council were not interested in pursuing an interlocal, PSC would drop it from their agenda. Chair Thomas questioned removing street lighting since a decision was made. Vice Mayor Hosafros did not think there was anything else they could do concerning lighting. Council Members recommended they remove lighting from their agenda. Council Member Veach brought up consulting with their Council Liaison.

The sidewalk project was scheduled to be completed in 2022 and the PSC was not involved anymore. Town Manager Hernstadt questioned whether they wanted to work on evaluating sidewalks on other streets. He mentioned the uproar from Connecticut St. residents regarding adding sidewalks in front of their houses. Mayor Murphy thought it would be worthwhile to explore adding sidewalks to neighborhoods without them. Council Member Veach felt that neighborhoods without a lot of traffic should be last on the list. Vice Mayor Hosafros described the Connecticut St. blowback. The sidewalk from the parking lot to the Mound House was crucial, but because the residents disagreed, Council dropped it. PSC Member Goggin stated that if Council was not interested in adding sidewalks to certain areas, the PSC should not do the research. Vice Mayor Hosafros preferred that they work on something that could be accomplished. Council Members Veach and Atterholt agreed.

Chair Thomas inquired about crosswalks. Council Member Atterholt discussed controlling their destiny and working in sync with the PSC to advocate for a solution that benefited the Town. Council Member Veach stated that the crosswalk issue was settled and could be removed from their agenda. Vice Mayor Hosafros agreed.

PSC Member Goggin reported that the county asked them to look at where additional crosswalks should be located. They discussed flashing lights, eye fatigue and excessive signage. The county did not act on their suggestions. Because of the cost, he did not think the county would change or add any crosswalks down Estero Blvd. He reported that results from their survey indicated that 77% of people stated that markings on crosswalks were insufficient and supported more flashing lights. PSC Member Goggin disagreed that the current RRFBs (Rectangular Rapid Flashing Beacons) on Estero Blvd. caused eye fatigue. He indicated that he was supposed to meet with Mr. Phelan regarding the foot of the bridge to compare the green book with the options they wanted. The discussion was delayed due to Covid, but the meeting was never rescheduled. He felt that Council should tell the county what they wanted and why. PSC Member Knickle commented that RRFBs did not flash simultaneously, so eye fatigue was not an issue. He felt that adding RRFBs to certain crosswalks would be beneficial. Council Member Atterholt felt there was a chance they could be successful if they worked together to prioritize RRFBs in certain intersections. Discussion was held regarding pedestrian safety islands and RRFBs on a three-lane road. PSC Member Goggin reported that they met with Mr. Phelan and identified three places where they would be appropriate. PSC Member Jungwirth noted that she would forward their crosswalk map to Director O'Riley for distribution. Mayor Murphy stated that the town should own Estero Blvd. and he wanted to take it back after the improvements were completed.

Town Manager Hernstadt suggested they pare down their list before meeting with the county because they would not get RRFBs everywhere they wanted. PSC Member Jungwirth replied that they had prioritized their list and she would forward it to Director O'Riley. Town Manager Hernstadt reminded Council Members that a previous Council had endorsed one of the maps presented by the county. PSC Member Jungwirth commented that the PSC

submitted a map to Council previously.

Chair Thomas stated that they would take crosswalks off their list and offered to work with Council in the future if needed. She received support from Vice Mayor Hosafros.

Chair Thomas brought up the lack of emergency calling equipment in the safe haven shelter on Bay St. She noted funding was not allocated in the budget. Vice Mayor Hosafros commented that the county insisted on advertising to pay for them, but the Council did not approve advertising. Chair Thomas remarked that the PSC identified six locations and the Bay St. location was their prototype. The cost of the shelter was approximately \$9,500.00. Council Member Allers questioned allowing advertising. Vice Mayor Hosafros remembered the county telling them that they would have to pay the entire amount for the safe havens with emergency equipment and allow advertising. PSC Member Goggin stated that the emergency calling equipment was free-standing and located close to the shelters. He noted that visitors with cell phones did not know where they were. Council Member Veach argued that 911 knew where the caller was located. He questioned whether the shelters were lightning safe and wondered whether the PSC discussed other options. Council Member Allers expressed concern regarding liability for an emergency shelter. Town Attorney Herin, Jr. replied negatively and added that LeeTran would not add shelters without advertising. Council Member Allers supported allowing advertising. PSC Member Jungwirth stated that a code blue safety shelter was approved two years ago, but the shelter still did not have the emergency equipment installed. Mayor Murphy questioned whether the code blue equipment could be installed for the existing shelter without advertising. Town Manager Hernstadt offered two potential options from Lee County but felt that Council had to clarify their policy before deciding to move forward.

PSC Member Goggin explained that the code blue shelters were a public safety issue for visitors and residents. He questioned whether they wanted to move forward with the safe-haven shelters. Vice Mayor Hosafros received support to add the topic to a future agenda. Chair Thomas will remove the item from her list.

Chair Thomas questioned whether they could mandate that rental companies install bells and lights on their bicycles. PSC Member Jungwirth noted that state law required lights and bells on bicycles. Town Attorney Herin, Jr. stated that unless someone was caught riding a bike without a light at night, they could not issue a citation. The town could adopt an ordinance requiring bike rental companies to install bells and lights on all rental bicycles. Council Member Allers received support to add the item to a future agenda.

PSC Member Goggin questioned whether the Council wanted them to expand restrictions on riding bikes in congested areas other than Times Square. Council Member Allers responded that they were trying to promote bicycles. Chair Thomas agreed to table the topic.

Vice Mayor Hosafros stated that sidewalk markings should be removed from their list due to safety issues. Chair Thomas agreed.

The next item was bike lane markings down Estero Blvd. Council Member Allers commented that the county was looking at options and he would continue to push the county. Chair Thomas deleted it.

Chair Thomas brought up the homeless community. Vice Mayor Hosafros remarked that the ministerial group was looking forward to a meeting that was canceled. PSC Member Goggin noted that it was canceled due to PSC reorganization and the joint meeting. He received an extensive list of activities from the group and indicated they would move forward with another meeting if Council determined it a priority. Vice Mayor Hosafros reported that the ministerial association was waiting to hear from the PSC. PSC Member Goggin replied that he updated the representative. Chair Thomas stated that they would keep the topic on their list.

Chair Thomas deleted crossing aids and the parking app. Neighborhood watch programs would remain on the list. She stated they would work with Communications Coordinator concerning educational programs and training regarding short-term rentals. PSC Member Goggin described how short-term rental registrations could be linked to educational materials provided by the fire department since short-term rentals with fewer than three units did not require an inspection. Vice Mayor Hosafros supported providing information, but inspections were under the fire department's jurisdiction. Town Manager Hernstadt pointed out that the rental registration was public information and was available to the fire department. He noted that if the fire department wanted the town to distribute their materials they would be happy to. PSC Member Jungwirth that fire inspections were not free and property owners were charged based on the size of the home.

IV. ADJOURNMENT

Meeting was adjourned at 1:10 p.m. by Mayor Murphy.

1. Requested Motion:

Meeting Date: November 15, 2021

Motion to approve the temporary south bound closure of the Matanzas Pass Bridge to southbound traffic on December 31, 2021 at midnight until January 1, 2022 at 1:30 am for the New Year's Fireworks Event

Why the action is necessary:

The Town Council's approval is needed for the bridge closure in order to acquire the Florida Department of Transportation Permit to close the bridge to southbound traffic.

What the action accomplishes:

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

The Town Council's approval is needed for the bridge closure in order to acquire the Florida Department of Transportation Permit to close the bridge to southbound traffic.

Attachments:

Financial Impact:

6. Alternative Action

7. Management Recommendations:

Approve

8. Recommended Approval:

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

Created/Initiated - 11/5/2021
Approved - 11/9/2021
Approved - 11/9/2021
Approved - 11/10/2021
Final Approval - 11/10/2021

1. Requested Motion:

Meeting Date: November 15, 2021

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, DIVISION 5, SUBDIVISION V, SECTIONS 34-701 THROUGH 34-707 "CB ZONING DISTRICT" TO CLARIFY WHAT CONSTITUTES AN EXISTING USE AND HOW AND WHEN THAT EXISTING USE CAN BE CONTINUED OR MODIFIED; TO ALLOW THE CONTINUATION OF EXISTING USES; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Second reading for final adoption.

Why the action is necessary:

Replacement uses within the CB district have faced challenges when switching between uses that were previously permitted. Unintended limitations have been created due to unclear language within the text of the LDC.

What the action accomplishes:

Corrects overly restrictive language that can be interpreted to prohibit uses that were, or are, permitted on properties zoned as CB.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Ordinance, Text amendment to the LDC.

4. Submitter of Information:

5. Background:

Several complaints have been received by both staff and the Town Council about the interpretations of, and limitations within, the Commercial Boulevard (CB) Zoning District. The LDC addresses which uses and how those uses can be developed within the CB district. However, the CB district provides vague language about changing uses within existing developments and how those previous uses are treated. This is particularly unclear when addressing multi-tenant buildings, strip centers, and similar existing structures. Staff has developed amendments to multiple sections within Subdivision V to address the confusion and to allow for uses that have previously been allowed to continue to be allowed. The proposed amendments do not introduce new uses for the CB district.

At the LPA meeting on October 20th, Beverly Grady presented an additional amendment to Subdivision V which requested that existing space previously used as a financial institution with drive-through be permitted to convert to retail, small with outdoor display. At the November 1st Town Council Hearing, several questions were raised regarding outdoor display areas and allowed uses in the unit versus the parcel. The ordinance has been amended with a double underline for those changes since the first hearing.

Attachments:

1. Ordinance 21-07
2. CB Town Council Memo
3. Exhibit B Doc from B Grady

Financial Impact:

6. **Alternative Action**

Deny, modify text

7. **Management Recommendations:**

Staff recommends the strike-through underline language in Ordinance 21-07 to modify how the code defines continuation of an existing use.

8. **Recommended Approval:**

Kendra Rosa, Zoning Coordinator/Planner 1
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk

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

ORDINANCE 21-07

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN AMENDMENT TO TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, DIVISION 5, SUBDIVISION V, SECTIONS 34-701 THROUGH 34-707 CB ZONING DISTRICT; PROVIDING FOR SCRIVENER'S ERRORS 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 Council desires update the Fort Myers Beach Land Development Code to clarify, improve, and create consistency among sections; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on October 20, 2021, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 6-0, with one member absent, to recommend approval of the requested amendment to Sec. 34-701 through 34-707 with additional language discussed during the meeting, and

WHEREAS, on November 1, 2021 the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the request of the proposed edits to the Land Development Code, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons; and

WHEREAS, the Town Council set a second reading of the proposed Ordinance and a public hearing on this matter to be legally advertised and held before the Town Council on November 15, 2021; at which time the Town Council gave full and complete consideration to the request, the recommendation of the LPA, the recommendation of staff, consistency with the Comprehensive Plan and Land Development Code, the documents in the record, and the testimony of all interested persons; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS¹:

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. Subdivision V – CB Zoning District, Section 34-701 through Section 34-707 of the Fort Myers Beach Land Development Code is hereby amended as shown in “Exhibit A”

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 ~~strike through~~.

Section 3. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted LDC or Town Code provision, ordinance or statute, the most restrictive shall apply.

Section 4. 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 5. Any typographical errors that do not affect intent may be corrected with notice to and authorization of the Town Manager without further process.

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

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

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

ADOPTED this 15th day of November, 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

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

John R. Herrin, JR., Town Attorney

EXHIBIT A

CHAPTER 34, DIVISION 5, SUBDIVISION V. CB ZONING DISTRICT

Sec. 34-701. - Purpose.

The purpose of the CB (Commercial Boulevard) district is to provide standards for existing commercial uses and certain other uses along those portions of Estero Boulevard where the "boulevard" classification of the Fort Myers Beach Comprehensive Plan promotes a mixed-use development pattern.

Sec. 34-702. - Applicability.

- (a) *Continued use.* The regulations in this code section subdivision ~~allow apply to~~ the continued use of existing buildings and structures for allowable uses as defined in § 34-703 below, on all properties zoned CB.
- (b) *Enlarging or replacing buildings for existing commercial uses.* The regulations in this code section subdivision also allow apply to the following activities:
 - (1) Physical enlargement of buildings or structures containing existing commercial uses, provided that the improvements do not constitute a "substantial improvement" as that term is defined in § 6-424 ~~6-405~~ of this code, and
 - (2) Replacement buildings for existing commercial uses that will not increase the existing floor arearatio, as that term is defined in § 34-633 of this chapter.
- (c) *Enlarging or replacing buildings for all other allowable uses.* The regulations in this code section subdivision also allow apply to the physical enlargement of and replacement of buildings for all allowable uses, other than existing commercial uses (which are governed by subsection (b) of this section) or new or expanded commercial uses (which are governed by subsection (d) of this section).
- (d) *New or expanded commercial uses.* In accordance with Policies 4-B-5 and 4-C-3-iv of the Fort MyersBeach Comprehensive Plan:
 - (1) New or expanded commercial uses in the "boulevard" category of the Fort Myers Beach Comprehensive Plan require rezoning as a commercial planned development (see § 34-951 of this chapter).
 - (2) Physical enlargements of existing commercial buildings that constitute a "substantial improvement" as that term is defined in § 6-424 ~~6-405~~ of this LDC also require rezoning as a commercial planned development.
 - (3) For purposes of this section only, the following types of re-use of existing floor area shall be deemed a continuation of an existing commercial use rather than a new or expanded commercialuse:
 - a. Conversion of an existing space to office, retail or restaurant use, when that use previously existed in that unit; ~~An existing office use converted to another office use;~~

- b. ~~An existing retail use converted to another retail use or to an office use;~~
- c. ~~An existing restaurant converted to another restaurant or to a retail or office use;~~
- bd. An existing bar or cocktail lounge converted to another bar or cocktail lounge or to a restaurant, retail, or office use.
- c. Existing areas of outdoor dining may be converted to another outdoor dining area.
- d. Existing areas of outdoor display of merchandise may be converted to another outdoor display of merchandise area.
- e. Conversion of existing space previously used as a financial institution with drive-through to small retail store, with outdoor display. Outdoor display may be located in the area previously utilized as drive-through, parking spaces may not be used for outdoor display.

Sec. 34-703. - Allowable uses.

- (a) In the CB district, allowable uses are defined as any of the following:
 - (1) Those uses defined in Table 34-2 for the CB district;
 - (2) Continuation of commercial uses that were lawfully existing on March 3, 2003; and
 - (3) Those additional commercial uses of existing floor space as provided by § 34-702(d)(3) of this chapter.
- (b) Any landowner wishing to place other new or expanded commercial uses on property that is zoned CB must rezone the property to commercial planned development.
- (c) Any landowner wishing to subdivide land that is zoned CB into residential homesites must comply with all of the setback, lot size, intensity, and density regulations for the RC zoning district as described in Table 34-3. Compliance with these regulations shall substitute for the building placement standards that are found in § 34-704 below, and for the intensity standard found in § 34-705(c) of this chapter.

Sec. 34-704. - Building placement.

- (a) *Build-to lines established.* Build-to lines (see § 34-662 of this chapter) for Estero Boulevard are established at five to ten feet from front property lines. Awnings, canopies, and marquees over sidewalks and pedestrian walkways are encouraged by the commercial design standards (§§ 34-991—34-1010 of this chapter).
- (b) *Setback lines established.* Setback lines (see § 34-662 of this chapter) are established as follows:
 - (1) For principal buildings:
 - a. Minimum street setbacks for all streets other than Estero Boulevard are ten feet.
 - b. Minimum rear setbacks are 20 feet from rear property lines.
 - c. Minimum side setbacks are five feet from side property lines.
 - d. Minimum setbacks from waterbodies are set forth in § 34-638(d)(3) of this

chapter.

- (2) For accessory structures, minimum setbacks are set forth in §§ 34-1171—34-1176.

Sec. 34-705. - Building size.

- (a) *Building frontage.* Building frontage limits (see § 34-663 of this chapter) are established as follows:
- (1) For Estero Boulevard, building frontages shall be at least 50 percent of the lot frontage. This percentage may be reduced to 35 percent for properties between Estero Boulevard and the Gulf of Mexico provided that the open space thus created allows open views to the Gulf of Mexico.
 - (2) For multiple adjoining lots under single control, or for a single lot with multiple buildings, the percentages above apply to the combination of lot(s) and building(s).
- (b) *Building height.* Building heights (see § 34-631 of this chapter) shall be limited to:
- (1) For properties that front on the bay side of Estero Boulevard and all streets other than Estero Boulevard, a maximum of 30 feet above base flood elevation and no taller than two stories, except that an elevated building without enclosed space on the first story may be three stories tall (but still limited to 30 feet above base flood elevation).
 - (2) For properties that front on the beach side of Estero Boulevard, a maximum of 40 feet above base flood elevation and no taller than three stories.
- (c) *Floor area ratio (FAR).* Floor area ratios (see § 34-633 of this chapter) shall not exceed 1.0.

Sec. 34-706. - Circulation and parking.

- (a) *Parking lot locations.* Off-street parking lots shall be placed in side or rear yards (see Figure 34-5). Off-street parking lots are not permitted in front yards.
- (b) *Under-building parking.* Off-street parking may be provided under commercial or mixed-use buildings provided that all under-building parking spaces are screened in accordance with § 34-693(1) ~~34- 992(a)(2)~~ of this chapter.
- (c) *Parking lot interconnections.* Wherever physically possible, parking lots for abutting properties fronting along Estero Boulevard shall be interconnected to eliminate or minimize driveways to Estero Boulevard.
- (1) To ensure the effective use of these connections, the first to develop shall be required to make an irrevocable offer of cross-access to the adjacent parcel (prior to issuance of a development order), and must design and build the parking lot to accommodate cross-access.
 - (2) When adjacent owners seek development orders, they will also be required to reciprocate with a similar cross-access agreements and then must complete the physical connection.
 - (3) Individual property owners shall control all rights to the use of their own parking spaces, but may choose to allow wider use of these spaces for a fee of their choosing or

through reciprocal arrangements with other parties.

- (d) *Driveway connections for properties fronting on Estero Boulevard.* Existing driveways and parking spaces shall be relocated from Estero Boulevard to other streets and new driveways shall connect only to other streets, except where these requirements would prohibit all reasonable access to a property. When a driveway onto Estero Boulevard is unavoidable, the driveway shall be shared with an adjoining property if that property also has access only to Estero Boulevard. Otherwise, the driveway shall be spaced as far as practical from other driveways or intersections.

Sec. 34-707. - Commercial design standards.

The commercial design standards (§§ 34-991—34-1010 of this chapter) shall apply to all commercial and mixed-use buildings, or portions thereof, that are being newly built, and to "substantial improvements" to such buildings as defined in § ~~6-424~~ ~~6-405~~ of this LDC.

Secs. 34-708—34-930. - Reserved.



**Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT**

To: Fort Myers Beach Town Council
From: Sarah Propst, Community Development
Date: November 15, 2021
Re: CB Zoning District Language, Second Hearing Ordinance 21-07

Background

When the Commercial Boulevard (CB) zoning district was developed, it was designed to disallow expansion of uses and many change of uses without a planned development rezoning. Many parcels in this zoning district are built out with usable structures and infrastructure but the use of the units are limited by the previous use. This has resulted in a zoning district with decreasing usability over time. Staff was directed to provide solutions to maintain the usability of the Commercial Boulevard zoning district.

Proposed Solution

Staff proposes the strike-through underline language in Ordinance 21-07 to modify how the code defines continuation of an existing use. The previous language defined existing commercial use as the use that was within the specific space, directly prior to the request for the use permit. The new language would allow a use permit for an office, retail or restaurant use within an existing space that had ever previously housed that use, not just directly prior to the request. For instance, if a retail store wanted to move into a previous office space, currently the code would not allow that. The new code would allow a retail use in that space if a retail use had been in existence in that space at some time in the past.

This is not an expansion of allowed uses but it does allow the historical uses to be maintained. Bars and cocktail lounges may only be located in spaces where bar and cocktail lounges were directly prior to the use permit request, that use may not be expanded. Language has been included to allow existing outdoor dining areas and existing outdoor display of merchandise to be converted to another outdoor dining area or outdoor display area. That would not be an expansion of the use, simply a continuation of that use in that space.



Other changes made to this section of code were changes in wording to make the language more clear and correction of code references.

LPA and 1st Town Council Hearing

At the LPA hearing on October 20, 2021 the LPA heard staff's proposal. Beverly Grady, Esq. who represents an owner of property within the CB zoning district, submitted documents for consideration (attached as Exhibit B). After discussion, the LPA recommended inclusion of both staff's and Ms. Grady's proposed language for Town Council's consideration.

At the November 1st Town Council hearing the Council voiced concern regarding the area of outdoor display for the retail store with outdoor display. The language presented in the code today limits the area of outdoor display to the area previously utilized as the drive-through. No parking spaces may be utilized for outdoor display. Another concern mentioned at the meeting was regarding expanding the allowed uses to the entire parcel rather than the specific unit. This has been addressed in the proposed ordinance. The language has also been changed from "retail store, small" to "small retail store", for clarity.

Attachments

Exhibit A -Ordinance 21-07

Exhibit B – Documents submitted by B. Grady, Esq. during the LPA Hearing



October 18, 2021

Jason Green, Director
Town of Fort Myers Beach Community Development
2525 Estero Boulevard
Fort Myers Beach, FL 33931

RE: LDC Amendment to CB (Commercial Boulevard) Zoning District LPA
Meeting October 20, 2021

Dear Mr. Green:

Please be advised that this firm represents Himmelstein Associates LLC, the owner of 2815 Estero Boulevard, STRAP No. 30-46-24-W2-003L0.0050. Enclosed is a copy of the Fort Myers Beach zoning map reflecting the zoning designation of CB for the Subject Property (1). In addition, enclosed is a copy of an aerial from the Property Appraiser's website reflecting the Subject Property (2).

Background: Enclosed is the first page of a memorandum dated December 22, 1997 by Bill Spikowski discussing the adoption of Ordinance 97-21 (3). Note that Section 3 of the Ordinance provided

“on an interim basis development order applicants in C-1A, C-1 and C-2 zoning districts must rezone to planned development districts (except for any project that qualifies for “limited review” or any project in the redevelopment overlay zone at Times Square).”

Also attached as Composite Exhibit 3 is a copy of that portion of FMB Ordinance 97-21, Section 3. (4)

The Lee County C-1A, C-1 and C-2 zoning districts permitted numerous commercial districts and residential uses. When the Town was incorporated, the Lee County regulations stayed in effect. Those commercial zoning districts were in effect in the Town and the Town wanted on an “interim basis” ensure that certain commercial uses would not be permitted as a matter of right. In 2003 and 2004 the Town adopted its Land Development Code, including Chapter 34, and a zoning map respectively regarding the CB zoning district (formerly the C-1A, C-1 & C-2 parcels), which retained the restrictive limitation of the interim 1997 ordinance to only permit the existing use or require a rezoning to planned development district zoning.

As acknowledged in the staff report, the Town has received several complaints regarding the restrictiveness and limitations within the CB zoning district. It is the most restrictive zoning

district which limits property to a single primary use. A building was built in 1975 which has had the use of financial institution with 5 drive throughs. We would respectfully submit that use which his not listed in the use tables of the LDC is closest to retail.

We would request one (1) additional modification to the Ordinance which is very limited in scope.

The Subject Property is developed property with a 2,600+ square foot building and a drive-through area with 5 lanes and appropriate vehicle stacking area for the drive-throughs. It has extensive parking on the site. Enclosed is a survey (5)

The owner acquired the Subject Property in May 2021 and had to deed restrict the property from being used as a financial institutions for two years. The owner met with staff and shared the intent to occupy the site with a furniture & design business. The furniture includes Tommy Bahama furniture which franchise also permits the sale of some Tommy Bahama clothing, though that would be a relatively small area. The site has existing parking that far exceeds the demand of the proposed uses. Staff had shared with the buyer, then owner that staff was amending the CB section which would accommodate reasonable use. So will attend the LPA meeting to confirm that this ordinance will permit the intended uses.

After reviewing the draft we would request an additional to the language in Section 34-702(d), New or expanded commercial uses to be assured that retail is permitted upon adoption as follows:

- (3) For purposes of this section only, the following types of re-use of existing floor area shall be deemed to continuation of an existing commercial use rather than a new or expanded use: ...

(e) Conversion of existing space previously used as financial institution with drive-throughs to retail, small with outdoor display area.

We have placed our requested revision in the new Ordinance and placed in it in *italics* and placed it in green print so it stands apart from the staff proposed changes to the CB zoning district. See 6

Although the sale of furniture and providing design services is not specifically listed in the Land Development Code tables, we respectfully believe that it would fall under retail to be confirmed by the Director. Also financial institution is not listed in the table of uses in the LDC.

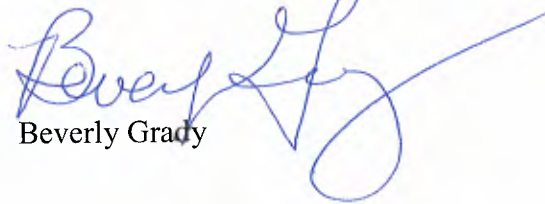
We believe that a financial institution with 5 drive throughs is equivalent to retail use.

Enclosed is the staff draft ordinance with the additional revision requested. We would request that the LPA support this modification to the draft ordinance to permit this retail use.

Very truly yours,

Jason Green, Director
Town of Fort Myers Beach Community Development
October 18, 2021
Page 3

ROETZEL & ANDRESS, LPA



Beverly Grady

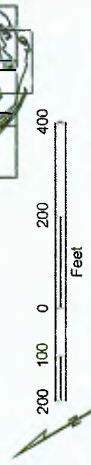
BG

Enclosures:

- 1)FMB zoning map reflecting the zoning designation of CB for the Subject Property
- 2)Aerial from the Property Appraiser's website reflecting the Subject Property
- 3)First page of a memorandum dated December 22, 1997 by Bill Spikowski discussing the adoption of Ordinance 97-21
- 4)Portion of FMB Ordinance 97-21, Section 3
- 5) survey
- 6)requested modification to draft ordinance regarding CB zoning district

Exhibit A Fort Myers Beach Official Zoning Map
(updated through April 1, 2004)

-- Zoning districts are surrounded by solid line --
-- For dotted outlines, see table for key --



zoning
map
not
extend
street

Streets



Folio	Owner Name	Site Address	Last Trans. Date	Last Trans. Amt	Just Value	Taxable Value
00000000	000000000000000000	000000000000000000	000000	000000000	00000000	00000000

Z

SPIKOWSKI PLANNING ASSOCIATES

1617 Hendry Street, Suite 307
Fort Myers, Florida 33901-2947

telephone: (941) 334-8866
fax: (941) 334-8878

e-mail: bill@spikowski.com
web site: <http://www.spikowski.com>

3

MEMORANDUM

TO: Mary Gibbs, Community Development Director
FROM: Bill Spikowski
DATE: December 22, 1997
SUBJECT: Recent Amendments to the Fort Myers Beach Land Development Code

Attached are the code amendments adopted by the Fort Myers Beach town council on December 15, 1997. The most important changes are as follows:

- SECTION 2:**
- ☐ Individual owners of condo units will be notified of zoning changes within 375 feet of their development.
 - ☐ Zoning applicants must submit sketches that indicate the physical character of what they are proposing to build.

- SECTION 3:**
- ☐ On an interim basis, development order applicants in C-1A, C-1 and C-2 zoning districts must rezone to a planned development district (except for any project that qualifies for "limited review" or any project in the redevelopment overlay zone at Times Square).

- SECTION 4:**
- ☐ [clarification of detailed standards in the redevelopment overlay district]

- SECTION 5:**
- ☐ The original requirement that all parking garages and commercial parking lots need a special exception has been restored.

- SECTION 6:**
- ☐ [clarification of detailed standards in the redevelopment overlay district]

- SECTION 7:**
- ☐ [clarification of detailed standards in the redevelopment overlay district]

AN ORDINANCE AMENDING THE TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, PROVIDING AUTHORITY; AMENDMENTS TO 34-202, GENERAL SUBMITTAL REQUIREMENTS FOR APPLICATIONS REQUIRING PUBLIC HEARING. SUBPARAGRAPH (B) OWNER-INITIATED APPLICATIONS; AMENDMENTS TO SEC. 34-841. PURPOSE AND INTENT. SUB PARAGRAPH (B) C-1A, C-1 AND C-2 COMMERCIAL DISTRICTS; AMENDMENTS TO SEC. 34-1141. PURPOSE AND INTENT. SUB PARAGRAPH (A) PURPOSE AND AFFECTED AREA; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (C) PERMITTED USES TABLE 1, PARKING LOT; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (C) PERMITTED USES FOOTNOTES TO TABLE 1; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (D) PROPERTY DEVELOPMENT REGULATIONS; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (E) OFF-STREET PARKING.(3) REQUIRED NUMBER OF SPACES; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (E) OFF-STREET PARKING.(4) JOINT USE OF OFF-STREET-PARKING LOTS. (D); AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (G) SANDWICH SIGNS; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (H) DEVELOPMENT STANDARDS; AMENDMENTS TO SEC. 34-1145. MODIFIED DEVELOPMENT REGULATIONS SUB PARAGRAPH (J) BUILDING REGULATIONS. (4); AMENDMENTS TO SEC. 34-1177. ACCESSORY APARTMENTS NOT REQUIRING OWNER-OCCUPANCY PARAGRAPH (B) APPLICABILITY; AMENDMENTS TO SEC. 34-1178. GUEST HOUSES; AMENDMENTS TO SEC. 34-1264. SALE OR SERVICE FOR ON-PREMISES CONSUMPTION. (B) LOCATION; PARKING; ADDING SEC. 34-1264. SALE OR SERVICE FOR ON-PREMISES CONSUMPTION. (K) ALCOHOLIC BEVERAGES IN RESTAURANTS; AMENDMENTS TO SEC. 34-1802. PROPERTY DEVELOPMENT REGULATIONS; AMENDMENTS TO SEC. 34-2020. REQUIRED [PARKING] SPACES; AMENDMENTS TO SEC. 34-2022. TEMPORARY PARKING LOTS; PARAGRAPH (B) SUB-PARAGRAPH (17); PROVIDING SEVERABILITY; EFFECT OF ORDINANCE AND EFFECTIVE DATE.

IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

SECTION 1. Authority. This Ordinance is enacted pursuant to the provisions of Chapter 95-494, Laws of Florida, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. Amendments to 34-202. General submittal requirements for applications requiring public hearing. subparagraph (b) Owner-initiated applications.

34-202. General submittal requirements for applications requiring public hearing. subparagraph (b) Owner-initiated applications.is amended to read as follows:

(b) Owner-initiated applications. Every application involving changes in zoning district boundaries, or a request for special exception, variance or special permit, initiated by a landowner, or his authorized agent, for his own property, shall include the following:

- (1) Authority. [no change]
- (2) Legal description. [no change]
- (3) Property owners list. The application shall include a complete list of all property owners, and their mailing addresses, for all property within 375 feet of the perimeter of the subject parcel or the portion thereof that is the subject of the request. This list shall include the owners of all individual condominium units within the 375-foot perimeter, plus the managing entity of any timeshare properties. For the purpose of this subsection, names and addresses of property owners, condominium owners, and timeshare managers will be deemed to be those appearing on the latest tax rolls of the county. The applicant shall be responsible for the accuracy of such list. This list is for the purpose of mailing notice to property owners within 375 feet of the property described. The notice is a courtesy only and is not jurisdictional. Accordingly, failure to mail or to timely mail such notice or failure of any affected property owner to receive mailed notice will not constitute a defect in notice or bar the public hearing as scheduled.
- (4) Property owners map. [no change]
- (5) Deed restrictions. [no change]
- (6) Land use classification. [no change]
- (7) Affidavit regarding proposed use. [no change]
- (8) ~~Hazardous materials emergency plan for port facilities. Any applicant seeking a rezoning for a private port facility must submit a hazardous materials emergency plan, which will be subject to the approval of the county divisions of emergency management, water resources and planning, and of the appropriate fire district. The plan must provide for annual monitoring for capacity and effectiveness of implementation. At the minimum, the plan must comply with the spill prevention control and countermeasure plan (SPCC) called for in the federal oil pollution prevention regulations, 40 CFR 112, as amended.~~
- (9) ~~(8) Additional material. Additional material, depending on the specific type of action requested, shall be required as set forth in section 34-203(a) through (g). In addition, all applications for PD planned development zoning, variances, special exceptions, and special permits must be accompanied by a sketch or sketches that indicate the physical character of the proposed building(s), and in the case of variances, the difference between the proposal and the configuration that would be allowed without the variance.~~

SECTION 3. Amendments to Sec. 34-841. Purpose and intent. sub paragraph (b) C-1A, C-1 and C-2 commercial districts.

Sec. 34-841. Purpose and intent. sub paragraph (b) C-1A, C-1 and C-2 commercial districts. is amended to read as follows:

(b) C-1A, C-1 and C-2 commercial districts. The purpose and intent of the C-1A, C-1 and C-2 districts is to regulate the continuance of commercial and select residential land uses and structures lawfully existing in the C-1A, C-1 and C-2 districts as of August 1, 1986, and as originally permitted by the county zoning regulations of 1962, as amended, and 1978, as amended, respectively. Subsequent to February 4, 1978, no land or water shall be rezoned into the C-1A, C-1 or C-2 districts. In no case shall new development be permitted in any existing C-1A, C-1 or C-2 district which is not consistent with the Lee Plan. Subsequent to [date of amendment adoption], as an interim measure during the formulation and implementation of a new comprehensive plan for the town of Fort Myers Beach, development orders within the town limits on private property zoned C-1, C-1A or C-2 must be preceded by the rezoning of said property to one of the PD planned development districts, except for following types of development:

(1) Development or redevelopment pursuant to the Fort Myers Beach Redevelopment Overlay District (see Section 34-1145), provided all activities fully comply with the overlay district, including all provisions otherwise considered optional.

(2) Development that qualifies for the "limited review" process under Section 10-174 of this code.

SECTION 4. Amendments to Sec. 34-1141. Purpose and intent. Sub paragraph (a) Purpose and affected area

Sec. 34-1141. Purpose and intent. Sub paragraph (a) Purpose and affected area is amended to read as follows:

(a) Purpose and affected area. This redevelopment overlay district is designed to stimulate the revitalization of the original commercial district on Estero Island. This district is known as the Downtown of Fort Myers Beach and is described in a set of maps attached hereto and incorporated herein by reference. One of these maps, entitled Proposed Land Use by District, shows four distinct districts: (1) Old San Carlos; (2) Time Square; (3) Crescent Street; and (4) Estero/Beachfront. Some regulations herein apply only to one or more of these districts, which are referred to by these names (for example, permitted uses in Table 1). In other cases the context indicates that special regulations only apply to parcels directly fronting on one of these streets (for example, street setbacks in Table 2).

SECTION 5. Amendments to Sec. 34-1145. Modified development regulations sub paragraph (c) Permitted uses TABLE 1, Parking lot.

Sec. 34-1145. Modified development regulations sub paragraph (c) Permitted uses TABLE 1, Parking lot is amended to read as follows:

LAND USES	SPECIAL NOTES	OLD SAN CARLOS DR.	TIMES SQ.	CRESCENT	ESTERO
Parking lot	34-3049				BEACH
Accessory		P	P	P	P
Commercial		P SE	SE	-	SE
Garage, public parking		P SE	SE	-	SE
Temporary	34-2022	P	P	P	P

SECTION 6. Amendments to Sec. 34-1145. Modified development regulations sub paragraph (c) Permitted uses footnotes to TABLE 1.

Sec. 34-1145. Modified development regulations sub paragraph (c) Permitted uses footnotes to TABLE 1 are amended to read as follows:

~~Original notes from Table 34-934: (reprinted here only when referenced above)~~
Notes applying to the Fort Myers Beach Downtown District only;

SECTION 7. Amendments to Sec. 34-1145. Modified development regulations sub paragraph (d) Property development regulations.

Sec. 34-1145. Modified development regulations sub paragraph (d) Property development regulations is amended to read as follows:

(d) Property development regulations. In the same manner as for Table 1, new property development regulations for the Fort Myers Beach Downtown District are shown in Table 2.



www.exactaland.com | Office: 866.755.1916 | Fax: 866.744.2882



PROPERTY ADDRESS:
2815 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931

SURVEY NUMBER: FL2102.4794

DATE OF SURVEY: 03/16/21

FIELD WORK DATE: 3/9/2021

REVISION DATE(S):

(REV1 3/16/2021) (REV1 3/9/2021)

POINTS OF INTEREST

1 ASPHALT PARKING OVER FLORIDA POWER AND LIGHT EASEMENT

SURVEYORS CERTIFICATE

I hereby certify that this Survey of the lands described herein was made under my direct supervision, and to the best of my knowledge and belief is a true and accurate representation of said lands and meets the Standards of Practice set forth in Chapter SJ-15.053, Florida Administrative Code, pursuant to section 472.027, Florida Statutes. This survey is not valid without the signature and original notated seal of a Florida licensed surveyor and mapper, except when the electronic signature and seal of a Florida licensed surveyor and mapper is affixed hereto.



KENNETH L. WARD
State of Florida Professional Surveyor and Mapper
License Number 5646
Exacta Land Surveyors, LLC | LBR 2291

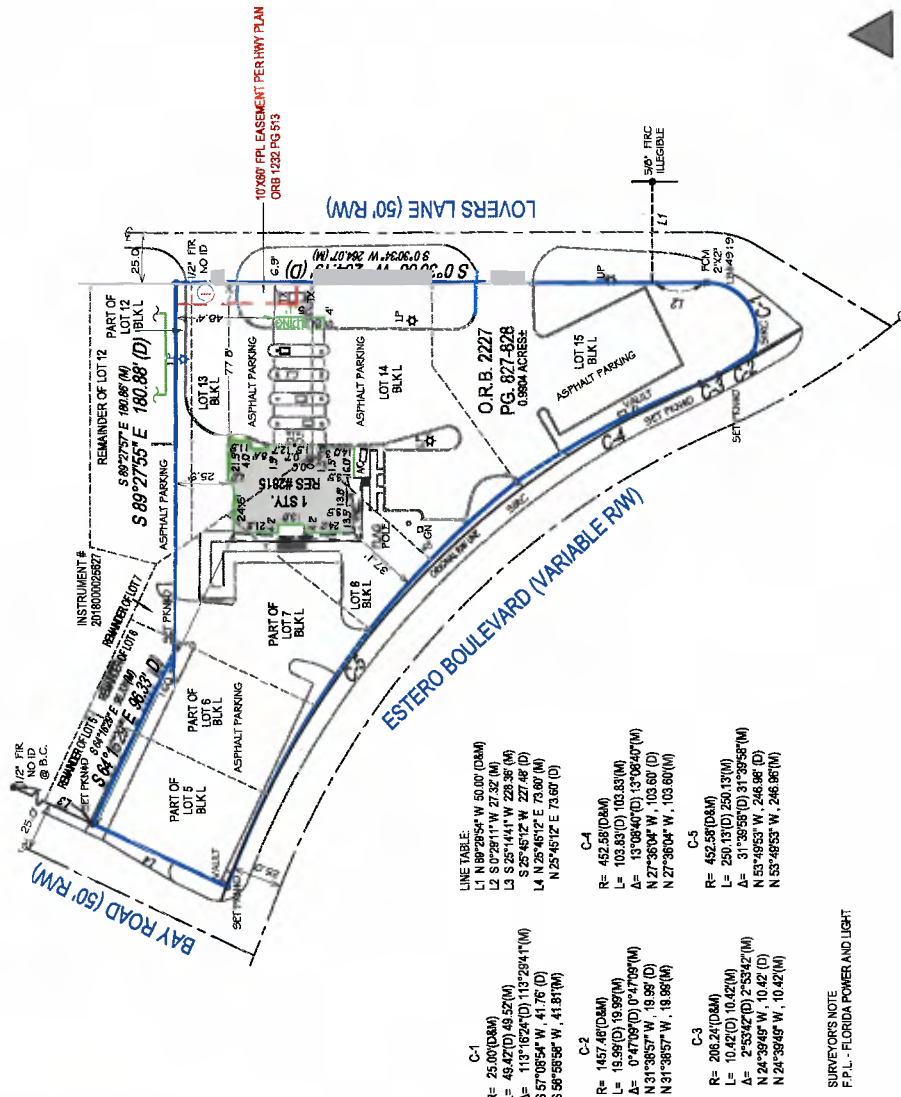


Exacta Land Surveyors, LLC
c: 866.755.1916 | f: 866.744.2882
11746 Fowler Lakes Drive, Suite 117, Fort Myers, FL 33913



AFFILIATE MEMBERS

FL2102.4794
BOUNDARY SURVEY
LEE COUNTY



SURVEYORS NOTE
F.P.L. - FLORIDA POWER AND LIGHT

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

6

Subdivision V. - CB Zoning District

Sec. 34-701. - Purpose.

The purpose of the CB (Commercial Boulevard) district is provide standards for existing commercial uses and certain other uses along those portions of Estero Boulevard where the "boulevard" classification of the Fort Myers Beach Comprehensive Plan promotes a mixed-use development pattern.

Sec. 34-702. - Applicability.

- (a) *Continued use.* The regulations in this code section subdivision ~~allow~~ apply to the continued use of existing buildings and structures for allowable uses as defined in § 34-703 below, on all properties zoned CB.
- (b) *Enlarging or replacing buildings for existing commercial uses.* The regulations in this code section subdivision also ~~allow~~ apply to the following activities:
 - (1) Physical enlargement of buildings or structures containing existing commercial uses, provided that the improvements do not constitute a "substantial improvement" as that term is defined in § ~~6-424~~ 6-105 of this code, and
 - (2) Replacement buildings for existing commercial uses that will not increase the existing floor area ratio, as that term is defined in § 34-633 of this chapter.
- (c) *Enlarging or replacing buildings for all other allowable uses.* The regulations in this code section subdivision also ~~allow~~ apply to the physical enlargement of and replacement of buildings for all allowable uses, other than existing commercial uses (which are governed by subsection (b) of this section) or new or expanded commercial uses (which are governed by subsection (d) of this section).
- (d) *New or expanded commercial uses.* In accordance with Policies 4-B-5 and 4-C-3-iv of the Fort Myers Beach Comprehensive Plan:
 - (1) New or expanded commercial uses in the "boulevard" category of the Fort Myers Beach Comprehensive Plan require rezoning as a commercial planned development (see § 34-951 of this chapter).
 - (2) Physical enlargements of existing commercial buildings that constitute a "substantial improvement" as that term is defined in § ~~6-424~~ 6-105 of this LDC also require rezoning as a commercial planned development.
 - (3) For purposes of this section only, the following types of re-use of existing floor area shall be deemed a continuation of an existing commercial use rather than a new or expanded commercial use:
 - a. Conversion of an existing space to office, retail or restaurant use, when that use previously existed on that parcel; An-existing-office-use-converted-to-another-office-use;
 - ~~b.~~ An existing retail use converted to another retail use or to an office use;
 - ~~c.~~ An existing restaurant converted to another restaurant or to a retail or office use;
 - ~~b~~d An existing bar or cocktail lounge converted to another bar or cocktail lounge or to a restaurant, retail, or office use.
 - c. Existing areas of outdoor dining may be converted to another outdoor dining area.
 - d. Existing areas of outdoor display of merchandise may be converted to another outdoor display of merchandise area.
 - e. Conversion of existing space previously used as financial institution with drive-through to retail, small with outdoor display.

7

Sec. 34-703. - Allowable uses.

- (a) In the CB district, allowable uses are defined as any of the following:

1. Requested Motion:

Meeting Date: November 15, 2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/DENYING VARIANCE 20210039 TO ALLOW A 10 FEET REDUCTION OF THE 25 FEET STREET SETBACK TO ALLOW A SETBACK OF 15 FEET AT 71 CHAPEL STREET; AND PROVIDING FOR AN EFFECTIVE DATE

Why the action is necessary:

The application for a variance is required to be reviewed by the LPA and a recommendation provided to the Town Council. At a properly notice public hearing the Town Council considers the application/applicant's presentation, public comment, LPA recommendation and staff's report and recommendations before approving/approving with conditions/denying a request.

What the action accomplishes:

Approval of a variance will permit a home to be constructed at a reduced street setback along Cottage Avenue.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Resolution reviewed by the
Town Council

4. Submitter of Information:

5. Background:

Ronald Yanke, the applicant for 71 Chapel Street, is requesting a variance from the Town's Land Development Code (LDC). The applicant is seeking a variance of 15 feet from LDC Table 34-3, which establishes a 25-foot street setback. The current principal structure is a 1940s single-family home located on the corner of Chapel St and Cottage Ave. The existing home has a street setback of 10 feet from Cottage Ave and 57 feet from Chapel St.

The applicant wishes to build a new single-family home on the parcel with a 10-foot setback from Cottage Ave and a 25-foot setback from Chapel St. The applicant is also proposing a 27-foot rear setback (side adjacent to 70 Mango St) and an 8-foot side setback (side adjacent to Mom's Restaurant).

The nonconforming lot is approximately 50 feet by 100 feet making it a 5,000 square foot lot. The minimum lot size for an RM lot, in the LDC, is 75 feet by 100 feet, or 7,500 square feet. The setbacks for RM zoning are right-of-way (ROW) 25 feet, Side (for single or two-family home) 7.5 feet, and Rear 20 feet.

This is a corner property. In accordance with the code, both property lines fronting a street must meet the street setback of 25 feet. The rear property line is considered "the line most nearly parallel to or concentric with and most distant from the front lot line most prevalent along the block." (Sec. 34-2 Definitions. Lot line, rear) Based on the typical design of an interior lot, the front and rear property lines are shorter and the side property lines are longer. This allows for a buildable area with a larger street and rear setback. The proposed setbacks mimic encroachments allowed by porches and stairs within the LDC, providing a 15-foot setback along Cottage Ave, rather than the 25-foot street setback.

The LPA voted 6-0 to recommend approval of staff's recommendation and conditions. The discussion included allowance for roof overhangs and the appropriateness for additional

encroachment as part of a request to vary from the adopted setback regulations.

Attachments:

1. 21-63, VAR20210039 71 Chapel St
2. VAR20210039 - 71 Chapel St - Staff Report - LPA_final
3. 9743777-Correct application- Public hearing- variance
4. 8764404-71 Chapel St. Surveys
5. 9743776-exhibit and labels

Financial Impact:

6. Alternative Action

Approve/Approve with conditions/Deny

7. Management Recommendations:

Approve with conditions

8. Recommended Approval:

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

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

RESOLUTION NUMBER 21-63

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/DENYING VARIANCE 20210039 TO ALLOW A 10 FEET REDUCTION OF THE 25 FEET STREET SETBACK TO ALLOW A SETBACK OF 15 FEET AT 71 CHAPEL 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 Ronald Yanke, is requesting a variance from Table 34-3 of the Town of Fort Myers Beach Land Development Code, which establishes street right-of-way setbacks for the principal structure; and

WHEREAS, the STRAP number for the subject property is 19-46-24-W3-0120A.0090 (“Property”)

WHEREAS, the Property is located in the “Boulevard” category of the Future Land Use Map of the Comprehensive Plan and the “Residential Multi-Family” zoning districts 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 October 10, 2021, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-87 of the LDC. The LPA voted 5-0 to recommend approval with conditions.

WHEREAS, on November 15, 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 meets 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 to allow the construction of a single-family dwelling to encroach 10 feet within the street setback, for a setback of 15 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/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. No portion of the home may encroach further than 10 feet into the Cottage Ave. setback, this includes awnings and overhangs.
- C. The driveway entrance onto Cottage Ave will be removed and the right-of-way and drainage restored to meet all Town standards and existing conditions along Cottage Avenue.

D. A 10-foot wide, Type B buffer will be provided along the Cottage Ave property line, extending the length of the house.

F. The variances shall only apply to the proposed principal structure 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 17th day of November 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 November 2021.



Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: Variance

CASE NUMBER: VAR20210039

CASE NAME: 71 Chapel Street, to allow the principal structure to encroach 10 feet into the street setback.

LPA

HEARING DATE: October 20, 2021 at 1:30 PM

STAFF

RECOMMENDATION: Approve with conditions

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

I. APPLICATION SUMMARY

Applicant/Owner: Ronald Yanke

Request: The applicant is seeking a 10-foot variance from the street side setback in Table 34-3, to allow a principal structure 15 feet from the ROW property line.

Subject property: See attached site plan

Physical Address: 71 Chapel Street

STRAP #: 19-46-24-W3-0120A.0090

FLU: Boulevard

Zoning: Residential Multi-family (RM)

Adjacent zoning and land uses:

North: COMMERCIAL BUSINESS (CB)

Office/Restaurant

South: RESIDENTIAL MULTI-FAMILY (RM)
Multi-Family

East: COMMERCIAL PLANNED DEVELOPMENT (CPD)
Vacant Lot

West: RESIDENTIAL MULTI-FAMILY (RM)
Multi-Family

II. BACKGROUND AND ANALYSIS

Background:

Ronald Yanke, the applicant for 71 Chapel Street, is requesting a variance from the Town's Land Development Code (LDC). The applicant is seeking a variance of 15 feet from LDC Table 34-3, which establishes a 25-foot street setback. The current principal structure is a 1940s single-family home located on the corner of Chapel St and Cottage Ave. The existing home has a street setback of 10 feet from Cottage Ave and 57 feet from Chapel St.

The applicant wishes to build a new single-family home on the parcel with a 10-foot setback from Cottage Ave and a 25-foot setback from Chapel St. The applicant is also proposing a 27-foot rear setback (side adjacent to 70 Mango St) and an 8-foot side setback (side adjacent to Mom's Restaurant).

Analysis:

The nonconforming lot is approximately 50 feet by 100 feet making it a 5,000 square foot lot. The minimum lot size for an RM lot, in the LDC, is 75 feet by 100 feet, or 7,500 square feet. The setbacks for *RM* zoning are right-of-way (ROW) 25 feet, Side (for single or two-family home) 7.5 feet, and Rear 20 feet.

This is a corner property. In accordance with the code, both property lines fronting on a street must meet the street setback of 25 feet. The rear property line is considered "the line most nearly parallel to or concentric with and most distant from the front lot line most prevalent along the block." (Sec. 34-2 Definitions. Lot line, rear) Based on the typical design of an interior lot, the front and rear property lines are shorter and the side property lines are longer. This allows for a buildable area with a larger street and rear setback. The proposed setbacks mimic encroachments allowed by porches and stairs within the LDC, providing a 15-foot setback along Cottage Ave, rather than the 25-foot street setback.

If the applicant were to provide the code required street setback of 25 feet, along Cottage Ave, the buildable area of the house would be severely impacted. The maximum width of the house would be 17.5 feet.

Neighborhood Compatibility:

The proposed street setback variance along Cottage Ave will result in a house that is similarly situated to the house to the west, along Cottage Ave. Utilizing the measuring feature in the Lee County Property Appraiser GIS website, the house to the west is setback approximately 10 feet. The homes located on the south side of Cottage Ave, facing this property, appear to meet or exceed the minimum street setback.

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 lot is a 50-foot wide lot. While this is not exceptionally narrow for an interior lot, it is narrow for a corner lot which would have two street setbacks applied.

- 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's actions. The lot is existing. The applicant is proposing a new home, which could be more narrow than the existing home, however application of the required setbacks would result in a particularly narrow home.

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

The variance is to relieve the applicant of the code requirement. The variance is to allow the proposed home to encroach the Cottage Ave ROW setback since the lot is a corner lot with two ROW setbacks.

- 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 this variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare. The existing house is built to the proposed setback and staff recommended conditions will further limit impacts to adjacent properties. The new home will be required to remove the driveway entrance on Cottage Ave and restore the pavement, landscaping

and drainage in the right of way. Additionally, staff is recommending a 10-foot wide Type B buffer along Cottage Ave, to screen visibility of the new home.

- 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.*

While corner lot street setback variances are one of the more common requests, the majority of corner lots on the island were platted to be wider to accommodate additional setbacks. This lot is particularly narrow for a corner lot. At some point in the future it may be wise to reconsider the corner lot setback requirements.

III. RECOMMENDATION

Staff finds that a variance of 10 feet, to allow a 15-foot street side setback adjacent to Cottage Ave is appropriate for this property.

Therefore, staff recommends **APPROVAL WITH CONDITIONS** of VAR20210039, a 10-foot variance from the street side setback, to allow a principal structure 15 feet from the ROW property line.

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. No portion of the home may encroach further than 10 feet into the Cottage Ave. setback, this includes awnings and overhangs.*
- 3. The driveway entrance onto Cottage Ave will be removed and the right-of-way and drainage restored to meet all Town standards and existing conditions along Cottage Avenue.*
- 4. A 10-foot wide, Type B buffer will be provided along the Cottage Ave property line, extending the length of the house.*

Staff Report Exhibits:

A – Site Plan

B – Complete Application

C – Letter to Adjacent Property Owners



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: 71 Chapel St Fort Myers Beach, FL 33931

STRAP Number: 19-46-24-W3-0120A.0090

Applicant: Ronald Yanke

Phone: 815-228-4663

Contact Name: Ronald Yanke

Phone: 815-228-4663

Email: boatin11@sbcglobal.net

Fax: _____

Current Zoning District: RM

Future Land Use Map (FLUM) Category: RM

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

PART I - General Information

A. Applicant*: Ronald Yanke Phone: 815-228-4663

**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: 2431 Cottage Ave Fort Myers Beach, FL 33931

Email: boatin11@sbcglobal.net

Fax: _____

Contact Name: Ronald Yanke

Phone: 815-228-4663



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: _____ Phone: _____

Address: _____

Email: _____ 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 - 87
- ☐ 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: Ronald Yanke Phone: 815-228-4663

Mailing Address: 2431 Cottage Ave Fort Myers Beach, FL 33931

Email: boatin11@sbcglobal.net Fax: _____

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

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

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

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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 *Ronald Yanke*

Ronald Yanke

Printed Name

STATE OF FL COUNTY OF LEE

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

presence OR ☐ online notarization, this 1 day of Sept, 2021, by

RONALD YANKE, ☐ who is personally known to me OR ☐ who has produced

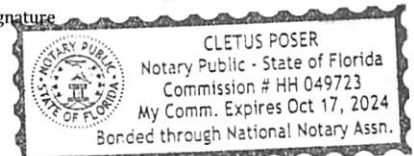
DR LIC as identification.

(SEAL)

Cletus Poser
Notary Public Signature

PART V

Property Ownership (Multiple Owners)



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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address

Percentage Ownership



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Date of Contract: _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

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

_____	_____
Signature	Printed Name

AFFIDAVIT

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

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



**COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING**

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

Signature

Title

Typed or Printed Name

Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was certified and subscribed before me by means of ____ physical presence OR ☐ online notarization, this ____ day of _____, 20____, by _____, ☐ who is personally known to me OR ☐ who has produced _____ as identification.

Seal

Notary Public Signature

PART VI- Property Information

A. Legal Description:

STRAP: 19-46-24-W3-0120A.0090

Property Address: 71 Chapel St 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 6-1.

☒ Yes. Property identified in subdivision: Seagrape

Book: 4 Page: 17 Unit: _____ Block: A Lot(s): 9

B. Boundary Survey:

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 50 feet

Depth (please provide an average width if irregular in shape) 100 feet

Frontage on street: 50 feet. Frontage on waterbody: _____ feet

Total land area: 5000 ☐ acres ☒ square feet

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

from Sky bridge south on Estero Blvd to Chapel St, turn right and house is on left.

☒ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

☐ Low Density

☒ Mixed Residential

☐ Boulevard

☐ Pedestrian Commercial

☐ Marina

☐ Recreation

☐ Wetlands

☐ Platted Overlay



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address

Percentage of Interest

_____	_____
_____	_____
_____	_____
_____	_____

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

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____
_____	_____

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

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____



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: 71 Chapel St Fort Myers Beach, FL 33931
Authorized Applicant: Ronald Yanke
LeePA STRAP Number: 19-46-24-W3-0120A.0090

Current Property Status: Single Family	
Current Zoning: RM	
Future Land Use Map (FLUM) Category: RM	
Comp Plan Density:	Platted Overlay? ☐ Yes ☐ No

Variance is requested from:

LDC Section Number

Title of Section or Subsection

34-87	Variances

Complete the narrative statements below for EACH variance requested.



Case # _____

Date Received: _____

PART I
Narrative Statements

Request for variance from **34-87** (LDC Section number)

Explain the specific regulation contained in this section from which relief is sought:

To get a 15' variance for the Cottage side of 71 Chapel St lot.

Reasons for request

Explain why the variance is needed:

The current structure is in need of many repairs. We would like to build a home that is wind rated. The current single family structure has a side setback of 10' We would like to keep the same setback we currently have to build a new home.



Case # _____

Date Received: _____

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

The variance should not effect the neighbors. The Estero side of the lot adjoins the rear of a commercial building. (Keller Williams) I own the property behind 71 Chapel and the parking lot on the corner of Estero and Mango. Across the front of Chapel is a vacant lot. The homes located on the gulf side of Cottage Ave face the gulf.

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

The 25' side setback would only allow a 17' wide home to be built. It would be very difficult to build a desireable or functional home 17' wide. We are requesting to build a 32' wide structure which is the width of the existing structure. Most of the 50' lots on Fort Myers Beach have 35' wide homes.



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.

71 Chapel is an exceptional lot, as it is a 50' corner lot and has two 25' setbacks

The home is in the same condition as purchased. No alterations were made

15' is the minimum variance to relieve the applicant of an unreasonable burden

Granting of this variance would not be injurious to the neighborhood

The conditions and circumstances make it practical to amend the regulation

D = DELTA
R = RADIUS
CB = CHORD BEARING
CD = CHORD
A = ARC LENGTH
T = TANGENT
GAR = GARAGE
RR = RAILROAD
GV = GUY WIRE
SEC = SECTION
PB = PLAT BOOK
FND = FOUND

R/V = RIGHT-OF-WAY
TY = TIN TAB
BLK = BLOCK
RNG = RANGE
BH = BENCHMARK
FH = FIRE HYDRANT
TYP = TOWNSHIP
PR = PRORATED
H = MEASURED
C = CALCULATED
MH = MANHOLE
SV = SEAVALL

LEGEND OF SYMBOLS AND ABBREVIATIONS

CONC = CONCRETE
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CTB = CATCH BASIN
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E/P = EDGE OF PAVEMENT
OU = OVERHEAD UTILITY
CLF = CHAINLINK FENCE
SS = SANITARY SEWER

NGV.D. = NATIONAL GEODETIC VERTICAL DATUM
PRM = PERMANENT REFERENCE MONUMENT
FIR = FOUND IRON ROD 5/8"
PK = PARKER KALON
FFE = FINISHED FLOOR ELEVATION
CBS = CONCRETE BLOCK STRUCTURE
FCM = FOUND CONCRETE MONUMENT
SIR = SET 5/8" IRON ROD LS4706
PIC = POINT OF COMMENCEMENT
SPKD = SET PK NAIL & DISK LS4706
FPKD = FOUND PK NAIL AND DISK
DPULE = DRAINAGE AND PUBLIC UTILITY EASEMENT

WV = WATER VALVE
WM = WATER METER
POB = POINT OF BEGINNING
CTV = CABLE TELEVISION RISER
A/C = AIR CONDITIONER
UP = UTILITY POLE
W/M = WATER MAIN
C/L = CENTERLINE
PTRAN = TRANSFORMER PAD
ELEV = ELEVATION
TEL R = TELEPHONE RISER
F.B. = FIELD BOOK

SUBJECT PROPERTY LIES IN FLOOD ZONE "VE", ELEVATION 14'; PER "FLOOD INSURANCE RATE MAP" (F.I.R.M.) COMMUNITY PANEL NUMBER 12071C0554 F, LAST REVISION DATE: 08/28/2008

SURVEYORS NOTES

THIS PLAT OF THE HEREON DESCRIBED PROPERTY IS A TRUE AND CORRECT PRESENTATION OF A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE STATE OF FLORIDA AS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 427, FLORIDA STATUTES. THIS SURVEY WAS PERFORMED BASED ON A DESCRIPTION ISSUED VERBALLY BY THE CLIENT AND WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THE SURVEYOR HAS MADE NO INDEPENDENT SEARCH FOR EASEMENTS, OWNERSHIP, RESTRICTIVE COVENANTS OR OTHER FACTS THAT MAY AFFECT TITLE.

NOTE: SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD. THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT THOSE SHOWN.

ELEVATIONS SHOWN HAVE BEEN SURVEYED FROM DATA DERIVED FROM NORTH AMERICAN VERTICAL DATUM (NAVD 88) MONUMENTS (1988 DATUM) EXCEPT WHEN ELEVATIONS ARE NOTED AS BEING ASSUMED. ONLY ABOVE GROUND EVIDENCE OF UNDERGROUND UTILITIES SHOWN.

THIS SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP, TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES AND IS ONLY FOR THE LANDS DESCRIBED ABOVE.

THIS SURVEY IS FOR THE SOLE PURPOSES INTENDED BY THE SURVEYOR AND ONLY FOR THE INDIVIDUALS AND / OR INSTITUTIONS LISTED ABOVE UNDER "CERTIFIED TO".

MEASURED DISTANCES (M) ARE NOTED ONLY WHERE THEY DIFFER FROM PLAT (P) OR CALCULATED (C) DISTANCES.

PROPERTY SURVEY FOR:
MR. RONALD YANKE
YANKE PROPERTY
2341 COTTAGE AVENUE
FORT MYERS BEACH, FLORIDA 33931

ADDRESS OF PROPERTY SURVEYED:
71 CHAPEL STREET
FORT MYERS BEACH, FLORIDA 33931

SPOT ELEVATIONS ARE IN FEET AND DECIMAL PARTS AND ARE SHOWN THUS: 4.71'

BEARINGS ARE BASED ON THE CENTERLINE OF COTTAGE AVENUE BEING THE RECORDED PLAT BEARINGS OF N68°28'31"W.

BOUNDARY AND TOPOGRAPHIC SURVEY

JOB # 1686
STRAP# 19-46-24-W3-0120A.0090
ELECTRONIC FIELD BOOK E/JOBS/2021/FORT MYERS BEACH/SEAGRAPE/1686/NOTES1686
DATE OF FIELD WORK, MARCH 29, 2021.

LEGAL DESCRIPTION:

Lot 9, Block A, SEAGRAPE SUBDIVISION, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court in Plat Book 4, Page 17, Public Records of Lee County, Florida.

CERTIFIED TO: RONALD YANKE
YANKE PROPERTY
CITY OF FORT MYERS BEACH, FLORIDA



(SIGNED) 
CHARLES L. DEGRAFF PSM #4706
DATE SIGNED APRIL 01, 2021.

REFER TO SHEET 2 OF 2 FOR SURVEY DRAWING

SURVEY VALID ONLY TO THE DATE OF FIELD SURVEY SHOWN HEREON.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CHARLES DEGRAFF LAND SURVEYOR

Land Surveyors and Mappers
301 Hazeltine Drive, Debary, Florida 32713

Phone (239) 699-8572
Email charles.degraff@gmail.com
SHEET 1 OF 2



D = DELTA
R = RADIUS
CB = CHORD BEARING
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GAR = GARAGE
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BEARINGS ARE BASED ON THE CENTERLINE OF COTTAGE AVENUE BEING THE RECORDED PLAT BEARINGS OF N68°28'31"W.

PROPOSED BUILDING SITE PLAN

JOB # 1686

STRAP# 19-46-24-W3-0120A.0090

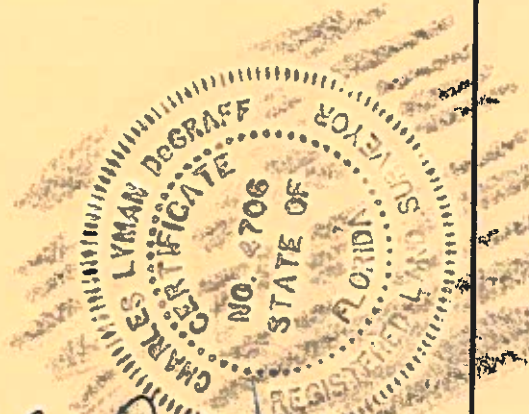
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DATE OF FIELD WORK, MARCH 29, 2021.

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CERTIFIED TO: RONALD YANKE
YANKE PROPERTY
CITY OF FORT MYERS BEACH, FLORIDA



(SIGNED)

CHARLES L. DEGRAFF PSM 4706
DATE SIGNED APRIL 19, 2021.

REFER TO SHEET 2 OF 2 FOR SURVEY DRAWING

SURVEY VALID ONLY TO THE DATE OF FIELD SURVEY SHOWN HEREON.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CHARLES DEGRAFF LAND SURVEYOR

Land Surveyors and Mappers
301 Hazeltine Drive, Debary, Florida 32713

Phone (239) 699-8572
Email charles.degraff@gmail.com

SHEET 1 OF 2



BLOCK CORNER
FIR 5/8"
LB4819

4
BLOCK A
DEVELOPED

8
BLOCK A
DEVELOPED
SEAGRAPE SUBDIVISION
PLAT BOOK 4, PAGE 17

4' WOOD FENCE (TYPICAL)

FIR 5/8"
NO IDENTITY

50.00' P
50.06' M
5.20'

N68°28'31"W
N68°30'22"W

N68°28'31"W 100.00' P
N68°28'23"W 98.72' M

FIR 3/4"
NO IDENTITY

N21°31'29"E
N21°46'14"E

#71 CHAPEL STREET
PROPOSED BUILDING

N68°28'30"W
N68°28'31"W

4.70'

4.90'

8.0'

100.00' P

100.03' M

50.11' P

50.00' M

FIR 5/8"
NO IDENTITY

11.1'

18.0'

30.0'

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

R/W

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

BENCHMARK #1 TOP NORTH RIM
MANHOLE ELEVATION 4.80'
NAVD 88 DATUM

COTTAGE AVENUE

CHAPEL STREET

CENTERLINE (30' R/W)

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

EDGE PAVEMENT

BENCHMARK #2 TOP SPIKE AND DISK
FPKD LB 6952 ELEVATION 4.81'
NAVD 88 DATUM

FPKD LB6952

SANITARY
MANHOLE

4.81'

5.18'

4.81'

4.81'

4.81'

4.81'

4.81'

REFER TO SHEET 1 OF 2 FOR SURVEY DRAWING
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CHARLES DEGRAFF LAND SURVEYOR

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Phone (239) 699-8572

www.surveycaprecord.com

GRAPHIC SCALE 1"=20'

REFER TO SHEET 1 OF 2 FOR DESCRIPTION, LEGEND AND SURVEYOR'S NOTES.

SHEET 2 OF 2

Exhibit 6-2

LEGEND OF SYMBOLS AND ABBREVIATIONS			
D = DELTA	R/V = RIGHT-OF-WAY	CONC = CONCRETE	NGVD = NATIONAL GEODETIC VERTICAL DATUM
E = EMBLEM	TY = TIN TAB	P = PLAT	PMN = PERMANENT MONUMENT
CB = CHORD BEARING	BLK = BLOCK	TYP = TYPICAL	FIR = FOUND IRON ROD 3/8"
CD = CHORD	RNG = RANGE	OC = OCCUPIED	PK = PARKER KALON
A = ARC LENGTH	BM = BENCHMARK	CTB = CATCH BASIN	FTE = FINISHED FLOOR ELEVATION
T = TANGENT	BN = BENCH MARK	CC = CONCRETE CURB	CS = CONCRETE BLOCK STRUCTURE
GR = GARAGE	TYP = TOWNSHIP	PT = POINT OF TANGENT	FCM = FOUND CONCRETE MONUMENT
RR = RAILROAD	PR = PRORATED	PI = POINT OF INTERSECTION	SIR = SET 3/8" IRON ROD L54706
GV = GUY WIRE	H = MEASURED	E/P = EDGE OF PAVEMENT	POC = POINT OF COMMENCEMENT
SEC = SECTION	C = CALCULATED	OU = OVERHEAD UTILITY	SPK = SET PK NAIL & DISK L54706
PS = PLAT BOOK	MM = MANHOLE	CLF = OVERHEAD UTILITY	FPK = FOUND PK NAIL AND DISK
FO = FOUND	SV = SEAWALL	SS = SANITARY SEWER	DPUE = DRAINAGE AND PUBLIC UTILITY EASEMENT
			VV = WATER VALVE
			WM = WATER METER
			POB = POINT OF BEGINNING
			CTV = CABLE TELEVISION RISER
			A/C = AIR CONDITIONER
			UP = UTILITY POLE
			V/M = WATER MAIN
			C/L = CENTERLINE
			PTM = TRANSFORMER PAD
			ELEV = ELEVATION
			TEL = TELEPHONE RISER
			F.B. = FIELD BOOK

SUBJECT PROPERTY LIES IN FLOOD ZONE "VE", ELEVATION 14', PER "FLOOD INSURANCE RATE MAP" (F.I.R.M.) COMMUNITY PANEL NUMBER 12071C0554 F, LAST REVISION DATE: 08/28/2008

SURVEYOR'S NOTES

THIS PLAT OF THE HEREIN DESCRIBED PROPERTY IS A TRUE AND CORRECT PRESENTATION OF A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE STATE OF FLORIDA AS PER CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 427, FLORIDA STATUTES. THIS SURVEY WAS PERFORMED BASED ON A DESCRIPTION ISSUED VERBALLY BY THE CLIENT AND WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THE SURVEYOR HAS MADE NO INDEPENDENT SEARCH FOR EASEMENTS, OWNERSHIP, RESTRICTIVE COVENANTS OR OTHER FACTS THAT MAY AFFECT TITLE.

NOTE: SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD. THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT THOSE SHOWN. ELEVATIONS SHOWN HAVE BEEN SURVEYED FROM DATA DERIVED FROM NORTH AMERICAN VERTICAL DATUM (NAVD 83) MONUMENTS (1985 DATUM) EXCEPT WHEN ELEVATIONS ARE NOTED AS BEING ASSUMED. ONLY ABOVE GROUND EVIDENCE OF UNDERGROUND UTILITIES SHOWN. THIS SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP, TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES AND IS ONLY FOR THE LANDS DESCRIBED ABOVE. THIS SURVEY IS FOR THE SOLE PURPOSES INTENDED BY THE SURVEYOR AND ONLY FOR THE INDIVIDUALS AND / OR INSTITUTIONS LISTED ABOVE UNDER "CERTIFIED TO". MEASURED DISTANCES (M) ARE NOTED ONLY WHERE THEY DIFFER FROM PLAT (P) OR CALCULATED (C) DISTANCES.

SPOT ELEVATIONS ARE IN FEET AND DECIMAL PARTS AND ARE SHOWN THUS: 1.71

BEARINGS ARE BASED ON THE CENTERLINE OF COTTAGE AVENUE BEING THE RECORDED PLAT BEARINGS OF N85°25'31"W.

PROPERTY SURVEY FOR:
MR. RONALD YANKE
YANKE PROPERTY
2341 COTTAGE AVENUE
FORT MYERS BEACH, FLORIDA 33931

ADDRESS OF PROPERTY SURVEYED:
71 CHAPEL STREET
FORT MYERS BEACH, FLORIDA 33931

BOUNDARY AND TOPOGRAPHIC SURVEY
JOB # 1686
STRAP# 19-46-24-W3-0120A.0090
ELECTRONIC FIELD BOOK E/JOBS/2021/FORT MYERS BEACH/SEAGRAPE/1686/NOTES1686
DATE OF FIELD WORK, MARCH 28, 2021.

LEGAL DESCRIPTION:
Lot 9, Block A, SEAGRAPE SUBDIVISION, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court in Plat Book 4, Page 17, Public Records of Lee County, Florida.

CERTIFIED TO: RONALD YANKE
YANKE PROPERTY
CITY OF FORT MYERS BEACH, FLORIDA

(SIGNED) 
CHARLES L. DEGRAFF PSM #4706
DATE SIGNED APRIL 01, 2021.

REFER TO SHEET 2 OF 2 FOR SURVEY DRAWING

SURVEY VALID ONLY TO THE DATE OF FIELD SURVEY SHOWN HEREON.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

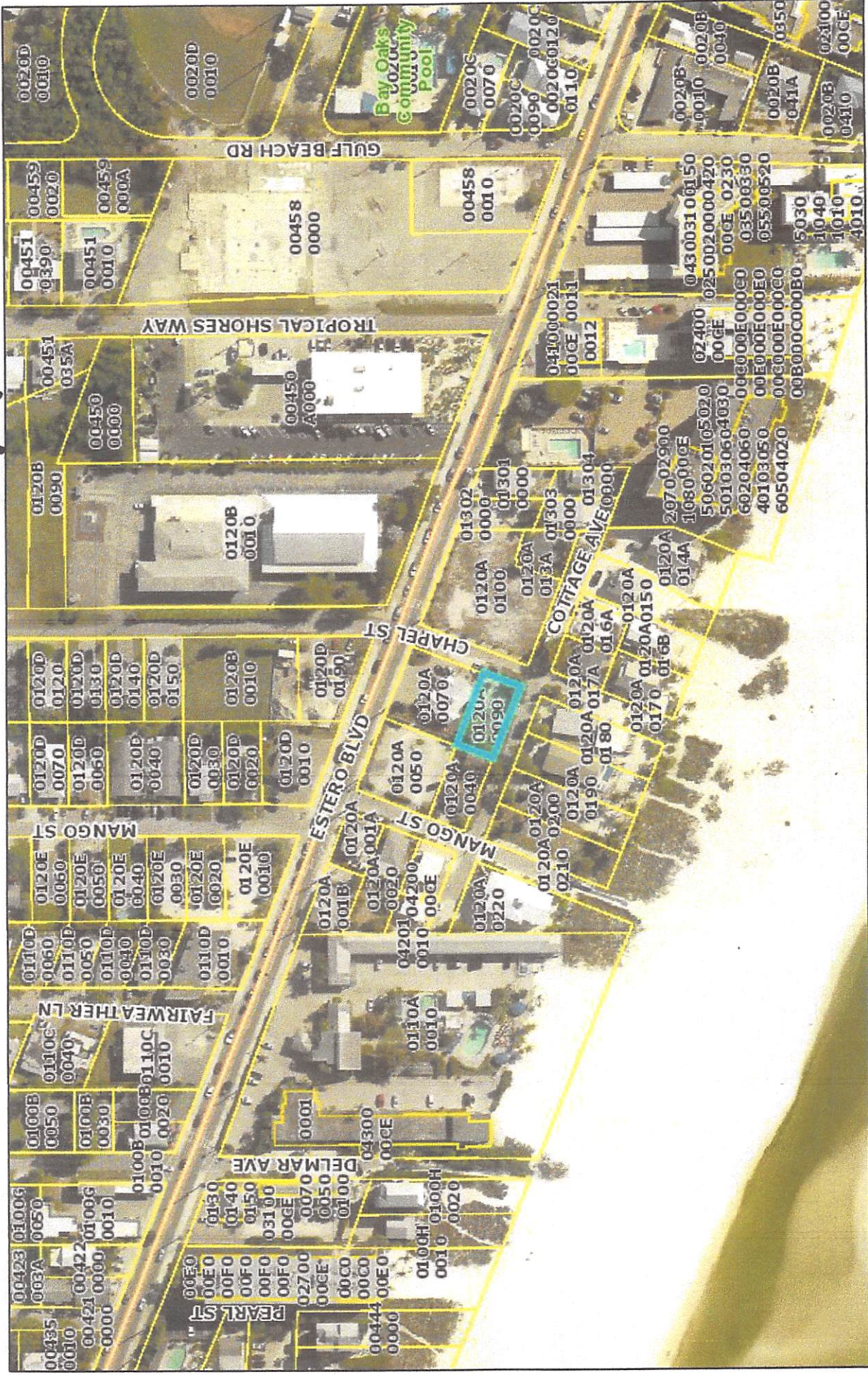
Carl,
You have the
original surveys
in the previous
submittal.

Jx.
Diane
Jayne

CHARLES DEGRAFF LAND SURVEYOR Land Surveyors and Mappers 301 Hazeltine Drive, Debary, Florida 32713	Phone (239) 699-8572 Email charles.degraff@gmail.com SHEET 1 OF 2	
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Exhibit 6-3

GeoView Map



August 31, 2021

Air Photos: 2021 Hi-Res (4 inch)

1:2,133

H Hospital Locations

S School Locations

L Library Locations

CCC_Parks

CCC_Parks

CCC_Parks

County Boundary

US 41

Other Highways

Other Roads

Other Roads

Other Roads

Parcels Near

US 41

Other Highways

Other Roads

Other Roads

Other Roads

0 100 200 400 ft

0 25 50 100 m

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.

Exhibit 6-7



Date of Report: August 31, 2021
 Buffer Distance: 500 feet
 Parcels Affected: 130
 Subject Parcel: 19-46-24-W3-0120A.0090

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

Exhibit 6-6

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
TOWN OF FORT MYERS BEACH FINANCE DEPT 2525 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-00450.A000 2523/2525 ESTERO BLVD FORT MYERS BEACH FL 33931	HILLS T.P.SUBD. PB 3 PG 84 BEG AT SW COR LOT 31 TH N	1
FORT MYERS BEACH FIRE CONTROL 100 VOORHIS ST FORT MYERS BEACH FL 33931	19-46-24-W3-00458.0000 2545 ESTERO BLVD FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 PT LT 33 DESC OR 1965/302	2
BLUE VISTA CAPITAL LLC 3412 COMMERCIAL AVE NORTHBROOK IL 60062	19-46-24-W3-0110A.0010 2316/2320 ESTERO BLVD FORT MYERS BEACH FL 33931	BEACH ESTS PB6 PG68 BLKA+B +ALLEY + WATSON WW SUB BLKA PB5 PG67 LTS 1THRU10 LESS CONDO INST#2007000193360	3
B + B CASH GROCERY STORES INC PO BOX 1808 #78 TAMPA FL 33601	19-46-24-W3-0110C.0010 2211 ESTERO BLVD FORT MYERS BEACH FL 33931	BEACH ESTATES BLK.C PB 6 PG 68 LOTS 1 2 3	4
CJT PROPERTIES LLC 435 DONORA BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-0110D.0010 2301/2307 ESTERO BLVD FORT MYERS BEACH FL 33931	BEACH ESTATES BLK D PB 6 PG 68 LOTS 1 + 2	5

DYE GARY A & LOIS + S53 W31115 OLD VILLAGE RD MUKWONAGO WI 53149	19-46-24-W3-0110D.0030 110 FAIRWEATHER LN FORT MYERS BEACH FL 33931	BEACH ESTATES BLK.D PB 6 PG 68 LOT 3 LESS WLY 11 FT OR 227 PG 413	6
BEHRENS EDITA + KLOVENSTEENWEG 117 B HAMBURG 22559 GERMANY	19-46-24-W3-0110D.0040 118 FAIRWEATHER LN FORT MYERS BEACH FL 33931	BEACH ESTATES BLK D PB 6 PG 68 LOT 4 LESS WLY 11 FT OR 227 PG 417	7
WOLFPACK PROPERTIES LLC 567 SIMBURY ST COLUMBUS OH 43228	19-46-24-W3-0120A.001A 2370 ESTERO BLVD FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 ELY 71 FT LOT 1	8
WOLFPACK PROPERTIES LLC 567 SIMBURY ST COLUMBUS OH 43228	19-46-24-W3-0120A.001B 2330 ESTERO BLVD FORT MYERS BEACH FL 33931	SEAGRAPE SUBD. BLK A PB 4 PG 17 LOT 1 LESS ESTLRY 71 FT	9
NANKO RAYMOND S 919 WEST JACKSON ST MUNCIE IN 47305	19-46-24-W3-0120A.0020 81 MANGO ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD. BLK.A PB 4 PG 17 LOT 2	10
YANKE RONALD 328 BUCKLIN ST LA SALLE IL 61301	19-46-24-W3-0120A.0040 70 MANGO ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 LOT 4	11
YANKE RONALD 328 BUCKLIN ST LA SALLE IL 61301	19-46-24-W3-0120A.0050 2440 ESTERO BLVD FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 LOTS 5 + 6	12
THOMAS E SWANBECK PA 2450 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-0120A.0070 2450 ESTERO BLVD FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 LOTS 7 + 8	13
EMPIRE HOLDING CORP TR PO BOX 19492 INDIANAPOLIS IN 46219	19-46-24-W3-0120A.0100 2500 ESTERO BLVD FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 LTS 10 11 + 12 + PT 13	14
GISE PROPERTY LLC 414-71ST ST MIAMI BEACH FL 33141	19-46-24-W3-0120A.013A 2543 COTTAGE AVE FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 PT LOT 13 DESC IN OR 1759 PG 0091	15
FRENCH EDWIN T III PO BOX 22538 INDIANAPOLIS IN 46222	19-46-24-W3-0120A.014A 2550 COTTAGE AVE FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 PT OF LT 14 DESC 3269/725	16
FRENCH EDWIN T III PO BOX 22538 INDIANAPOLIS IN 46222	19-46-24-W3-0120A.0150 2548 COTTAGE AVE FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 E 40 FT LOT 15	17
COASTAL COTTAGES LLC 6850 W SOUTH LAKE GAGE DR ANGOLA IN 46703	19-46-24-W3-0120A.016A 2520 COTTAGE AVE FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 NLY 70 FT LOT 16	18
COASTAL COTTAGES LLC 6850 W SOUTH LAKE GAGE DR ANGOLA IN 46703	19-46-24-W3-0120A.016B 2522 COTTAGE AVE FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 PT LOTS 16 + 15	19
TEZAK HELEN C TR 50 CHAPEL ST #4 FORT MYERS BEACH FL 33931	19-46-24-W3-0120A.0170 50 CHAPEL ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD. BLK.A PB 4 PG 17 LOT 17 S 100 FT + LT 16 W 7.75 FT	20
GOLDBERG GENNIE M TR 11793 ROYAL TEE CT CAPE CORAL FL 33991	19-46-24-W3-0120A.017A 2518 COTTAGE AVE FORT MYERS BEACH FL 33931	SEAGRAPE SUBD. BLK.A PB 4 PG 17 LOT 17 N 70 FT	21
FMB COTTAGE LLC 2440 COTTAGE AVE FORT MYERS BEACH FL 33931	19-46-24-W3-0120A.0180 2440 COTTAGE AVE FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 LOT 18	22
BONFIGLI ANDREW & SUSAN 2434 COTTAGE AVE FORT MYERS BEACH FL 33931	19-46-24-W3-0120A.0190 2434/2436 COTTAGE AVE FORT MYERS BEACH FL 33931	SEAGRAPE SUBD. BLK.A PB 4 PG 17 LOT 19	23
HANNON JODI 5293 BUSINESS US 51 CLINTON IL 61727	19-46-24-W3-0120A.0200 2430 COTTAGE AVE FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 LOT 20	24

MCLAUGHLIN SAMUEL R + KIMBERLY 4700 EDEN PARK DR ZANESVILLE OH 43701	19-46-24-W3-0120A.0210 2426 COTTAGE AVE FORT MYERS BEACH FL 33931	SEAGRAPE SUBD. BLK.A PB 4 PG 17 LOT 21	25
SCHLICHTE EDITH 61 MANGO ST FORT MYERS BEACH FL 33931	19-46-24-W3-0120A.0220 61/63 MANGO ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK A PB 4 PG 17 LOT 22	26
CHAPEL BY THE SEA PO BOX 2997 FORT MYERS BEACH FL 33932	19-46-24-W3-0120B.0010 100 CHAPEL ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD.PB 4 PG 17 BLK.B LTS 1-8 + BLK D LTS 16 -18 + OR 221 PG 436	27
GERSTENHABER RAM + FRIDA TR BEACH CONNECTION 2401 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-0120D.0010 2401 ESTERO BLVD FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK D PB 4 PG 17 LOT 1	28
CZULEWICZ MARYLU TR 4281 ORANGE RIVER LOOP RD FORT MYERS FL 33905	19-46-24-W3-0120D.0020 110 MANGO ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK D PB 4 PG 17 LOT 2	29
BOREK TINA D + 1605 PENNSAUKEN ST CINNAMINSON NJ 08077	19-46-24-W3-0120D.0030 112 MANGO ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK D PB 4 PG 17 LOT 3	30
MANGO STREET LLC 126 MANGO ST FORT MYERS BEACH FL 33931	19-46-24-W3-0120D.0040 126 MANGO ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK D PB 4 PG 17 LOTS 4 + 5	31
PAOLERCIO WILLIAM 136 MANGO ST FORT MYERS BEACH FL 33931	19-46-24-W3-0120D.0060 136 MANGO ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD. BLK.D PB 4 PG 17 LOT 6	32
LIGHT JAY S + KATHERINE K 151 CHAPEL ST FORT MYERS BEACH FL 33931	19-46-24-W3-0120D.0130 151 CHAPEL ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK D PB 4 PG 17 LOT 13	33
PAFFINGER HEDWIG TR JAMES SCHULTZ 1030 SPINDLE HILL RD WOLCOTT CT 06716	19-46-24-W3-0120D.0140 145 CHAPEL ST FORT MYERS BEACH FL 33931	SEAGRAPE BLK.D PB 4 PG 17 LOT 14	34
RYAN JAMES 139 CHAPEL ST FORT MYERS BEACH FL 33931	19-46-24-W3-0120D.0150 139 CHAPEL ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD. BLK.D PB 4 PG 17 LOT 15	35
CHAPEL BY THE SEA PO BOX 2997 FORT MYERS BEACH FL 33932	19-46-24-W3-0120D.0190 2471 ESTERO BLVD FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK D PB 4 PG 17 LT 19 LEASEHOLD INT	36
CJT PROPERTIES LLC 435 DONOAR BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-0120E.0010 2311 ESTERO BLVD FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK E PB 4 PG 17 LOT 1	37
CJT PROPERTIES LLC 435 DONOAR BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-0120E.0020 111 MANGO ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK E PB 4 PG 17 LOT 2	38
CJT PROPERTIES LLC 435 DONOAR BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-0120E.0030 121 MANGO ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK E PB 4 PG 17 LOT 3	39
BESSEY JAMES D 2 BARTLETT RD NANTUCKET MA 02554	19-46-24-W3-0120E.0040 125 MANGO ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK E PB 4 PG 17 LOT 4	40
TOMMAR INC 9616 ROUND LAKE BLVD WHITE LAKE MI 48386	19-46-24-W3-0120E.0050 135 MANGO ST FORT MYERS BEACH FL 33931	SEAGRAPE SUBD BLK E PB 4 PG 17 LOT 5	41
EMPIRE HOLDING CORP TR PO BOX 19492 INDIANAPOLIS IN 46219	19-46-24-W3-01301.0000 2518 ESTERO BLVD FORT MYERS BEACH FL 33931	BLAKES SUBD PB 4 PG 44 LOT 1	42
EMPIRE HOLDING CORP TR PO BOX 19492	19-46-24-W3-01302.0000 2510 ESTERO BLVD	BLAKES SUBD PB 4 PG 44	43

INDIANAPOLIS IN 46219	FORT MYERS BEACH FL 33931	LOT 2	
OLOUGHLIN LTD 30111 BATES RD PERRYSBURG OH 43551	19-46-24-W3-01303.0000 2553 COTTAGE AVE FORT MYERS BEACH FL 33931	BLAKES SUBD PB 4 PG 44 LOT 3	44
WHITEHEAD LELAND S + SUSAN ANN 1155 NW 97TH DR CORAL SPRINGS FL 33071	19-46-24-W3-01304.0000 2563 COTTAGE AVE FORT MYERS BEACH FL 33931	BLAKES SUBD PB 4 PG 44 LOT 4	45
ISLAND HOUSE BEACH CLUB ASSN 2560 ESTERO BLVD OFC FORT MYERS BEACH FL 33931	19-46-24-W3-02400.00CE 2562 ESTERO BLVD FORT MYERS BEACH FL 33931	A CONDO LOCATED IN SEC 19 TWP 46 R 24 AS DESC IN OR 1250 PG 1197 COMMON ELEMENTS	46
PELICAN WATCH CONDO ASSOC BOBACK COMMERCIAL GROUP STE 203 10491 SIX MILE CYPRESS PKWY FORT MYERS FL 33966	19-46-24-W3-02900.00CE 2530 ESTERO BLVD FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO DESC OR BK 1532 PG 0083 COMMON ELEMENTS	47
TROPICAL SHORES ASSN 2550 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W3-04100.00CE TROPICAL SHORES C/E FORT MYERS BEACH FL 33931	TROPICAL SHORES DESC OR 4081 PG 2543 COMMON ELEMENTS	48
SEA BREEZE ESTATES CONDO ASSN 325 W LOCUST LN KENNETT SQUARE PA 19348	19-46-24-W3-04200.00CE SEA BREEZE ESTATES CONDO C/E FORT MYERS BEACH FL 33931	SEA BREEZE ESTATES CONDO DESC IN OR 4753 PG 4012 COMMON ELEMENTS	49
71 MANGO LLC 15440 CATALPA COVE LANE FORT MYERS FL 33908	19-46-24-W3-04201.0010 2401 COTTAGE AVE FORT MYERS BEACH FL 33931	SEA BREEZE ESTATES CONDO DESC IN OR 4753 PG 4012 BLD 1 UNIT 1	50
71 MANGO LLC 15440 CATALPA COVE LN FORT MYERS FL 33908	19-46-24-W3-04202.0020 71 MANGO ST FORT MYERS BEACH FL 33931	SEA BREEZE ESTATES CONDO DESC IN OR 4753 PG 4012 BLD 2 UNIT 2	51
NEPTUNE INN CONDO ASSN INC BLUE VISTA CAPITAL LLC PO BOX 508 RICHMOND IL 60071	19-46-24-W3-04300.00CE NEPTUNE INN C/E FORT MYERS BEACH FL 33931	NEPTUNE CONDO DESC IN INST# 2007000193360 COMMON ELEMENTS	52
WHITE NELSON E + ANN A 1831 ARDMORE RD FORT MYERS FL 33901	19-46-24-W3-02401.00B0 2560 ESTERO BLVD #1B FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 1-B	53
GAFFNEY JOSEPH J + MARGARET 4914 WEST CHESTER PIKE NEWTOWN SQUARE PA 19073	19-46-24-W3-02401.00C0 2560 ESTERO BLVD #1C FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 1-C	53
DELROSE GLORIA L/E 10715 FINTAN CT MOKENA IL 60448	19-46-24-W3-02401.00D0 2560 ESTERO BLVD #1D FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 1-D	53
SCHRAM JULIE TR 566 SUNSET DR SOUTH SIOUX CITY NE 68776	19-46-24-W3-02402.00A0 2560 ESTERO BLVD #2A FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 2-A	54
TOWNSEND THOMAS & AMY 13000 W BETHEL AVE YORKTOWN IN 47396	19-46-24-W3-02402.00B0 2560 ESTERO BLVD #2B FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 2-B	54
TOWNSEND AMY E & THOMAS A 13000 W BETHEL AVE YORKTOWN IN 47396	19-46-24-W3-02402.00C0 2560 ESTERO BLVD #2C FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 2-C	54
ISLAND HOUSE 2D LLC 1015 W JACKSON ST MUNCIE IN 47305	19-46-24-W3-02402.00D0 2560 ESTERO BLVD #2D FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 2-D	54
PLOCHA EDWARD M & JANICE F + 9838 GLADIOLUS BULB LOOP FORT MYERS FL 33908	19-46-24-W3-02402.00E0 2560 ESTERO BLVD #2E FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 2-E	54
MONKS ROBERT C	19-46-24-W3-02403.00A0	ISLAND HOUSE BCH CLUB	55

1073 FAIR BIRCH DR MISSISSAUGA ON L5H 1M4 CANADA	2560 ESTERO BLVD #3A FORT MYERS BEACH FL 33931	OR 1250 PG 1197 UNIT 3-A	
KROULAUDIS JOHN J SR + DIANA R 2560 ESTERO BLVD #3B FORT MYERS BEACH FL 33931	19-46-24-W3-02403.00B0 2560 ESTERO BLVD #3B FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 3-B	55
CARROLL ROBERT B 78 NIAGARA SHORE DR TONAWANDA NY 14150	19-46-24-W3-02403.00C0 2560 ESTERO BLVD #3C FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 3-C	55
HART HOWARD E + 1620 EAST CASS ST JOLIET IL 60432	19-46-24-W3-02403.00D0 2560 ESTERO BLVD #3D FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 3-D	55
WHITEHOUSE KATHLEEN M 21 HIGHLAND MEADOWS CIR # 11 HIGHLAND HEIGHTS KY 41076	19-46-24-W3-02403.00E0 2560 ESTERO BLVD #3E FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 3-E	55
AUSMAN PAMELA 60 SPRINGWATER CHASE NEWMAN GA 30265	19-46-24-W3-02404.00A0 2560 ESTERO BLVD #4A FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 4-A	56
SUTTON JOSEPH CHARLES TR 711 N MILLER AVE MARION IN 46952	19-46-24-W3-02404.00B0 2560 ESTERO BLVD #4B FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 4-B	56
RALSON JEFFREY S TR 560 W FULTON ST UNIT 605 CHICAGO IL 60661	19-46-24-W3-02404.00C0 2560 ESTERO BLVD #4C FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 4-C	56
TUBBS THOMAS A TR 8665 RIVER CORNERS RD HOMERVILLE OH 44235	19-46-24-W3-02404.00D0 2560 ESTERO BLVD #4D FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 4-D	56
IRWIN RANDALL N + 1325 W WHITTAKER ST APT D SALEM IL 62881	19-46-24-W3-02404.00E0 2560 ESTERO BLVD #4E FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 4-E	56
GABOR PETER + 701 INDEPENDENCE PL UNIT 206 RALEIGH NC 27603	19-46-24-W3-02405.00A0 2560 ESTERO BLVD #5A FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 5-A	57
MCCAFFREY WILLIAM F TR + 7400 BELLAIRE AVE DUBLIN OH 43017	19-46-24-W3-02405.00B0 2560 ESTERO BLVD #5B FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 5-B	57
NELSON WILLIAM M + HELAINE Q 36 KENNINGTON CT DALLAS TX 75248	19-46-24-W3-02405.00C0 2560 ESTERO BLVD #5C FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 5-C	57
MANNING NATALIE 2560 ESTERO BLVD #5D FORT MYERS BEACH FL 33931	19-46-24-W3-02405.00D0 2560 ESTERO BLVD #5D FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 5-D	57
PEKOL ROBERT J + 3010 DEER PATH JOLIET IL 60435	19-46-24-W3-02405.00E0 2560 ESTERO BLVD #5E FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1259 PG 1197 UNIT 5-E	57
KADO KELLY JOE & TERESA JO 2560 ESTERO BLVD #6A FORT MYERS BEACH FL 33931	19-46-24-W3-02406.00A0 2560 ESTERO BLVD #6A FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 6-A	58
LEVINE STEPHEN M + DIANE E 16480 RAINBOW MEADOWS CT FORT MYERS FL 33908	19-46-24-W3-02406.00E0 2560 ESTERO BLVD #6E FORT MYERS BEACH FL 33931	ISLAND HOUSE BCH CLUB OR 1250 PG 1197 UNIT 6-E	58
BURGETT RUSSELL E TR 2532 ESTERO BLVD #101 FORT MYERS BEACH FL 33931	19-46-24-W3-02900.1010 2532 ESTERO BLVD #101 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 101+ (XF-GAR#21)	59
SHEPHARD ROBERT W & JOAN G 12392 EAGLE RIDGE CT ESTERO FL 33928	19-46-24-W3-02900.1020 2532 ESTERO BLVD #102 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 102	59
TAYLOR GLENN + ANDREE 440 POPLAR AVE	19-46-24-W3-02900.1030 2532 ESTERO BLVD #103	PELICAN WATCH CONDO OR 1532 PG 83	59

ELMHURST IL 60126	FORT MYERS BEACH FL 33931	UNIT 103+ (XF-GAR#2)	
OWENS JAMES L + DIANNE L 567 DAWES AVE GLEN ELLYN IL 60137	19-46-24-W3-02900.1040 2532 ESTERO BLVD #104 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 104+ (XF-GAR#18)	59
MINOR KEVIN L & WENDY N74 W22552 TWIN OAKS CT SUSSEX WI 53089	19-46-24-W3-02900.1050 2532 ESTERO BLVD #105 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 105	59
JERRY LEE & DARLENE LOUISE WEA 2532 ESTERO BLVD #106 FORT MYERS BEACH FL 33931	19-46-24-W3-02900.1060 2532 ESTERO BLVD #106 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 106+ (XF-GAR#15)	59
LACAVA JOYCE L/E 2 SULLIVAN FARM NEW MILFORD CT 06776	19-46-24-W3-02900.2010 2532 ESTERO BLVD #201 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 201+ (XF-GAR #1)	59
STAHL JUDITH A TR 2532 ESTERO BLVD #202 FORT MYERS BEACH FL 33931	19-46-24-W3-02900.2020 2532 ESTERO BLVD #202 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 202+ (XF-GAR#20)	59
BRIESATH RANDAL TR + 2868 KENDRIDGE LN AURORA IL 60502	19-46-24-W3-02900.2030 2532 ESTERO BLVD #203 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 203	59
KRAUSE RANDY STEVEN & JAN A 12281 N CR 2950 E MASON CITY IL 62664	19-46-24-W3-02900.2040 2532 ESTERO BLVD #204 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 204+ (XF-GAR#19)	59
PETER WILLIAM C TR 2532 ESTERO BLVD #205 FORT MYERS BEACH FL 33931	19-46-24-W3-02900.2050 2532 ESTERO BLVD #205 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 205+ (XF-GAR #14)	59
BRUNER RICHARD T + 2821 NE 46TH ST LIGHTHOUSE POINT FL 33064	19-46-24-W3-02900.2060 2532 ESTERO BLVD #206 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 206	59
VREDENBURG JOHN F TR 21750 483RD LN CHARITON IA 50049	19-46-24-W3-02900.3010 2532 ESTERO BLVD #301 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 301	59
GRENZ LYLE R TR 600 S TAYBERRY AVE SIOUX FALLS SD 57106	19-46-24-W3-02900.3020 2532 ESTERO BLVD #302 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 302+ (XF-GAR#27)	59
ALICE A BRUNETTI TRUST + 333A OLD SUTTON RD BARRINGTON IL 60010	19-46-24-W3-02900.3030 2532 ESTERO BLVD #303 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 303+ (XF-GAR #11)	59
WINDFALL INC 3317 E LAKE DR N ELKHART IN 46514	19-46-24-W3-02900.3040 2532 ESTERO BLVD #304 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 304	59
SUTTON MAVIS M 850 CEDAR ST WATERLOO IN 46793	19-46-24-W3-02900.3050 2532 ESTERO BLVD #305 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 305+ (XF-GAR#3)	59
AMESBURY WILLIAM ROBIN JR & 12915 KINGSMILL WAY FORT MYERS FL 33913	19-46-24-W3-02900.3060 2532 ESTERO BLVD #306 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 306+ (XF-GAR#29)	59
BURNSTINE HARRY M TR 56860 SR 15 BRISTOL IN 46507	19-46-24-W3-02900.4010 2532 ESTERO BLVD #401 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 401+ (XF-GAR#23)	59
SMITH DON SCOT TR 2532 ESTERO BLVD #402 FORT MYERS BEACH FL 33931	19-46-24-W3-02900.4020 2532 ESTERO BLVD #402 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 402+ (XF-GAR#24)	59
HAWES GARY R & 2788 EDGEMERE DR ROCHESTER NY 14612	19-46-24-W3-02900.4030 2532 ESTERO BLVD #403 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 403+ (XF-GAR #30)	59
BANERIAN KIRK G + LESLIE N 2950 WOODCREEK WAY BLOOMFIELD HILLS MI 48304	19-46-24-W3-02900.4040 2532 ESTERO BLVD #404 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 404	59

BUSCH FAMILY PROPERTIES LLC 17769 HIGHWAY W CLARKSVILLE MO 63336	19-46-24-W3-02900.4050 2532 ESTERO BLVD #405 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 405	59
WINDFALL INC 3317 E LAKE DR N ELKHART IN 46514	19-46-24-W3-02900.4060 2532 ESTERO BLVD #406 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 406+ (XF-GAR#7)	59
STICKLEY KIM A + PAMELA S 26725 COUNTY ROAD 52 NAPPANEE IN 46550	19-46-24-W3-02900.5010 2532 ESTERO BLVD #501 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 501+ (XF-GAR#4)	59
OOYKAAS DICK E & PATRICIA T + 17026 W MANHATTAN RD ELWOOD IL 60421	19-46-24-W3-02900.5020 2532 ESTERO BLVD #502 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 502	59
OOYKAAS DICK E & PATRICIA T + 17026 W MANHATTAN RD ELWOOD IL 60421	19-46-24-W3-02900.5030 2532 ESTERO BLVD #503 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 503+ (XF-GAR# 16)	59
SPE HOLDINGS LLC 43 ROCKVIEW DRIVE ROCKFORD MI 49341	19-46-24-W3-02900.5040 2532 ESTERO BLVD #504 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 504+(XF-GAR#17)	59
DORNFELD LEE V + DONNA 303 KIRKWOOD GLEN CIR LOUISVILLE KY 40207	19-46-24-W3-02900.5050 2532 ESTERO BLVD #505 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 505	59
BARRETT HILARY W + JAFFREY M WELLS 3668 GORDON RD ELKHART IN 46516	19-46-24-W3-02900.5060 2532 ESTERO BLVD #506 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 506+ (XF-GAR #6)	59
FIELDS GARY L TR 4751 OLSON LAKE TRAIL N LAKE ELMO MN 55042	19-46-24-W3-02900.6010 2532 ESTERO BLVD #601 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 601+ (XF-GAR #25)	59
FRANCIS J GALVIN TRUST + 1171 STANDISH CT NAPERVILLE IL 60540	19-46-24-W3-02900.6020 2532 ESTERO BLVD #602 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 602+ (XF-GAR#13)	59
OOYKAAS DICK E + PATRICIA T 17026 W MANHATTAN RD ELWOOD IL 60421	19-46-24-W3-02900.6030 2532 ESTERO BLVD #603 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 603+ (XF-GAR#10)	59
SPITZER ARDEN L + SANDRA C 555 DEER LAKE DR FINDLAY OH 45840	19-46-24-W3-02900.6040 2532 ESTERO BLVD #604 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 604+ (XF-GAR#5)	59
MCKEOWN PATRICK G & 2532 ESTERO BLVD #605 FORT MYERS BEACH FL 33931	19-46-24-W3-02900.6050 2532 ESTERO BLVD #605 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 605+ (XF-GAR#8)	59
PELICAN PARTNERS 5201 WASHINGTON BLVD INDIANAPOLIS IN 46220	19-46-24-W3-02900.6060 2532 ESTERO BLVD #606 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 606+ (XF-GAR#22)	59
OOYKAAS DICK E & PATRICIA T + 17026 W MANHATTAN RD ELWOOD IL 60421	19-46-24-W3-02900.1070 2532 ESTERO BLVD #107 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 107	60
SAMFORD BARBARA B 2532 ESTERO BLVD #108 FORT MYERS BEACH FL 33931	19-46-24-W3-02900.1080 2532 ESTERO BLVD #108 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 108	60
BERKEY BRIAN D TR 5849 CHAMPIONSHIP CT YORKVILLE IL 60560	19-46-24-W3-02900.2070 2532 ESTERO BLVD #207 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 207	60
PETER WILLIAM C + 2532 ESTERO BLVD #205 FORT MYERS BEACH FL 33931	19-46-24-W3-02900.2080 2532 ESTERO BLVD #208 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 208	60
SIEFRING RICHARD M TR 3374 ARLINGTON PL BEAVERCREEK OH 45434	19-46-24-W3-02900.3070 2532 ESTERO BLVD #307 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 307	60
MEYER STEPHEN P	19-46-24-W3-02900.3080	PELICAN WATCH CONDO	60

2532 ESTERO BLVD #308 FORT MYERS BEACH FL 33931	2532 ESTERO BLVD #308 FORT MYERS BEACH FL 33931	OR 1532 PG 83 UNIT 308 + (XF-GAR#9)	
MARSHALL MARYLU B L/E 2532 ESTERO BLVD #407 FORT MYERS BEACH FL 33931	19-46-24-W3-02900.4070 2532 ESTERO BLVD #407 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 407+ (XF-GAR#26)	60
SPITZER ARDEN L + SANDRA C 555 DEER LAKE DR FINDLAY OH 45840	19-46-24-W3-02900.4080 2532 ESTERO BLVD #408 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 408	60
WILTSE GARY ALAN & 1146 CAMELOT DR PINCKNEY MI 48169	19-46-24-W3-02900.5070 2532 ESTERO BLVD #507 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 507+ (XF-GAR#12)	60
ONKEN JAMES H & LYNNE E + 314 W ROOSEVELT RD MASON CITY IL 62664	19-46-24-W3-02900.5080 2532 ESTERO BLVD #508 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 508	60
GROLMUS MARY JO ANN 872 FOSTER RD IOWA CITY IA 52245	19-46-24-W3-02900.6070 2532 ESTERO BLVD #607 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 607	60
ROBSHAW RICHARD P 2532 ESTERO BLVD # 608 FORT MYERS BEACH FL 33931	19-46-24-W3-02900.6080 2532 ESTERO BLVD #608 FORT MYERS BEACH FL 33931	PELICAN WATCH CONDO OR 1532 PG 83 UNIT 608	60
TROPICAL SHORES LLC 5302 BROOKSIDE LN WASHINGTON MI 48094	19-46-24-W3-04100.0011 2550 ESTERO BLVD #11 FORT MYERS BEACH FL 33931	TROPICAL SHORES DESC IN OR 4081/2543 UNIT 11	61
MAROTTA JAMES + LINDA 83 VAN DYKE RD HOPEWELL NJ 08525	19-46-24-W3-04100.0012 2550 ESTERO BLVD #12 FORT MYERS BEACH FL 33931	TROPICAL SHORES DESC IN OR 4081/2543 UNIT 12	61
TROPICAL SHORES LLC 5302 BROOKSIDE LN WASHINGTON MI 48094	19-46-24-W3-04100.0021 2550 ESTERO BLVD #21 FORT MYERS BEACH FL 33931	TROPICAL SHORES DESC IN OR 4081/2543 UNIT 21	61
TROPICAL SHORES LLC 5302 BROOKSIDE LN WASHINGTON MI 48094	19-46-24-W3-04100.0022 2550 ESTERO BLVD #22 FORT MYERS BEACH FL 33931	TROPICAL SHORES DESC IN OR 4081/2543 UNIT 22	61
BLUE VISTA CAPITAL LLC 3412 COMMERCIAL AVE NORTHBROOK IL 60062	19-46-24-W3-0430N.0001 2310 ESTERO BLVD FORT MYERS BEACH FL 33931	NEPTUNE CONDO A TIMESHARE DESC IN INST# 2007000193360 PH I BLDG N 34 UNITS	62

1. **Requested Motion:**

Meeting Date: November 15, 2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, SUPPORTING THE RESIDENTS OF COURT STREET REQUEST TO CHANGE THE STREET NAME TO FLAMINGO COURT; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

This item was discussed by Town Council members at their November 1, 2021 regular meeting. Residents of Court Street in Fort Myers Beach wish to change the name of their street to Flamingo Court.

This Resolution memorializes that Town Council gives their support to the residents of Court Street to pursue changing the name of their street.

Attachments:

1. 21-62; Ratification of Court St to Flamingo Court name change-C

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

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

RESOLUTION NUMBER 21-62

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, SUPPORTING THE RESIDENTS OF COURT STREET REQUEST TO CHANGE THE STREET NAME TO FLAMINGO COURT; 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, Court Street is within the jurisdictional limits of the Town of Fort Myers Beach; and

WHEREAS, the residents of Court Street have made know to the Town their desire to change the name of their street to Flamingo Court and asked the Town Council to support their efforts to change the name of their street; and

WHEREAS, the Town Council supports the efforts of the residents of Court Street to apply to the proper agencies and pursue changing the name of their street to Flamingo Court.

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 the discussion at the November 1, 2021 Regular Town Council meeting, wherein the Town Council expressed its support of the efforts of the residents of Court Street to pursue legally changing the name of the street to Flamingo Court.

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

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

Raymond P. Murphy, Mayor
Rexann Hosafros, Vice Mayor

Dan Allers, Council Member
Bill Veach, Council Member
Jim Atterholt, Council Member

ADOPTED this 15th day of November 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 _____ 2021.

1. Requested Motion:

Meeting Date: November 15, 2021

Approve Lee County Sheriff's Office Extra Duty Traffic Detail contract(s) for Fiscal Year 2021-2022 in the amount of \$70,580.00; Authorize the Town Manager to execute contract documents as approved in FY2022 budget.

Why the action is necessary:

To provide extra traffic duty detail at the light at the base of the bridge by Times Square and enforcement of the signal at Old San Carlos Boulevard and Estero Boulevard (Fifth Street).

What the action accomplishes:

Authorizes the Town Manager to execute the contract documents and expend the funds.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The Agreements cover:

OSC Signal Enforcement beginning Thanksgiving Weekend through January 15th.

Traffic Lights beginning Thanksgiving Weekend through April 17th.

Traffic Light coverage on Memorial Day, 4th of July and Labor Day Coverage.

The agreements do not cover additional beach or road patrol for high-volume days and holidays.

Attachments:

Financial Impact:

\$70,570 budgeted in Gas Tax

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve the contract(s).

8. Recommended Approval:

Chelsea O'Riley, Public Works Director

Chelsea O'Riley, Public Works Director

Amy Baker, Town Clerk

Roger Hernstadt, Town Manager

Created/Initiated - 11/10/2021

Approved - 11/10/2021

Approved - 11/10/2021

Final Approval - 11/10/2021

1. Requested Motion:

Meeting Date: November 15, 2021

Adopt Resolution 21-61; Community Aesthetic Feature Agreement (Town entrance sign) with FDOT for the welcome sign and allowing for all associated documents to be executed by the Town Mayor and/or Town Manager or his designee.

Why the action is necessary:

This is part of the permitting process for FDOT to approve the installation of the welcome sign.

What the action accomplishes:

Authorizes the application and execution of contract documents for the Community Aesthetic Feature (CAF) with FDOT.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The Florida Department of Transportation requires municipalities to go through an approval process for aesthetic features. According to FDOT, the proposed entrance sign requires a resolution to be adopted as well as a community enhancement agreement to be executed.

Attachments:

1. Resolution 21-61 re Community Aesthetic Feature Agreement with FDOT (Welcome Sign)(127890000.1)-C
2. CAF- standard agreement

Financial Impact:

\$18,144, funded from Capital Signage

6. Alternative Action

Do not adopt and execute agreement.

7. Management Recommendations:

Adopt the resolution and execute the agreement.

8. Recommended Approval:

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

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

RESOLUTION NUMBER 21-61

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A LOCAL IDENTIFICATION MARKER LOCATED NEAR THE BASE OF MATANZAS PASS BRIDGE ON SAN CARLOS ISLAND IN LEE COUNTY, FLORIDA, 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 has the opportunity to design, install and maintain a stand-alone local identification marker community aesthetic feature (“Project”) on certain right of way owned by the Florida Department of Transportation (“FDOT”), which is located on State Road 865 (San Carlos Boulevard), Section 12004 at Main Street MP 0.614 near the base of Matanzas Pass Bridge on San Carlos Island in Lee County, Florida; and

WHEREAS, installation of such a community aesthetic feature would serve a valid public purpose; and

WHEREAS, FDOT is requesting that the Town, approve, execute, and deliver to FDOT a Community Aesthetic Feature Agreement to implement the Project in accordance with the terms and conditions of the agreement.

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 Community Aesthetic Feature Agreement (“Agreement”) between the Florida Department of Transportation and the Town of Fort Myers Beach for the Project attached as Exhibit “A” is approved. The Town agrees to fund all costs for the design, installation, and maintenance of the Project in accordance with the terms of the Agreement.

Section 3. The Town Manager or his designee is authorized to apply for any necessary FDOT permits to implement the Project and is authorized to execute the Agreement and any

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amendments, extensions, terminations, and novation changes to the Agreement and expend budgeted funds on behalf of the Town.

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 15th day of November 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 November 2021.

127135486.1

127890000.1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COMMUNITY AESTHETIC FEATURE AGREEMENT

625-010-10
ROADWAY DESIGN
OGC - 08/17
Page 1 of 12

State Road/Local Road _____ Section No. _____ CAFA No. _____

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and _____ ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Agency has requested permission from the Department to install a [**CHOOSE ONE:** ☐ Public Art, ☐ Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road _____ at MP _____ in _____ County, Florida ("Project").
- B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through _____, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within _____ (_____) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [**CHOOSE ONE:** ☐ Public Art, ☐ Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

- a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at _____. The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such plans and improvements satisfies the Department's requirements, and the Department expressly

disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, _____, at (____) ____ - ____ or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.
- g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the responsible professional for the project, the form of which is attached to this

Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ _____. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to \$2000.00.

District Maintenance Engineer, _____ Date: _____.

- n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT _____ PROGRAM MANAGER

Phone: _____
Fax: _____

_____ COUNTY [OR CITY], FLORIDA

Phone: _____
Fax: _____

7. TERMINATION OF AGREEMENT. The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees

that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. _____ CAFA No. _____

AGENCY

By: _____

Print Name: _____

Title: _____

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: _____

Print Name: _____

Title: _____

Date: _____

Legal Review:

Section No. _____ CAFA No. _____

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

[Provide a description of the improvements proposed within the Department's right-of-way]

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by _____, P.E./R.L.A./Architect and dated _____. Any revisions to these plans must be approved by the Department in writing.

Section No. _____ CAFA No. _____

EXHIBIT "B"

SPECIAL PROVISIONS

Section No. _____ CAFA No. _____

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Section No. _____ CAFA No. _____

EXHIBIT "D"

AGENCY RESOLUTION

Section No. _____ CAFA No. _____

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S
CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL:

Name: _____

Date: _____

1. Requested Motion:

Meeting Date: November 15, 2021

Approve Resolution 21-59 to allocate and appropriate funds for the purchase of a parking shade structure and accessory items for Fort Myers Beach Elementary Parking Lot pursuant to the Town's agreement with the Lee County School Board in the amount of \$82,942 as budgeted in FY22 budget, piggybacking Lee County School District Contract, C177288LN - Walkway Covers Contract Number.

Why the action is necessary:

To adhere with the agreed upon requirements of the interlocals with the Lee County School Board for the land exchange.

What the action accomplishes:

Meets 1 of the requirements of improvements to the Fort Myers Beach Elementary School Property.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

Attachments:

1. Resolution Binder

Financial Impact:

\$82,942 from 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 - 11/3/2021
Approved - 11/3/2021
Approved - 11/10/2021
Approved - 11/10/2021
Final Approval - 11/10/2021

RESOLUTION NUMBER 21-59

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A PIGGYBACK PURCHASE CONTRACT BETWEEN THE TOWN AND ARCHITECTURAL METALS OF SW FLORIDA, FOR THE PURCHASE AND INSTALLATION OF ALUMINUM COVERED PARKING STRUCTURES AT FORT MYERS BEACH ELEMENTARY SCHOOL, AND APPROPRIATING AND ALLOCATING FUNDING, 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 contract for purchase and installation of aluminum covered parking structures for the Fort Myers Beach Elementary School (“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 Lee County School District and Architectural Metals of SW Florida, (“AMSWFL”) have entered into a competitively procured contract for Covered Walkways, 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 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 AMSWFL Inc., dba Architectural Metals of SW Florida, 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 Community Enhancement funding in the amount of \$82,942 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 15th day of November 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 November 2021.

**AGREEMENT TO PIGGYBACK A CONTRACT FOR GOODS AND SERVICES
COMPETITIVELY PROCURED BY ANOTHER GOVERNMENTAL ENTITY**

THIS AGREEMENT is made and entered into this ___ day of November, 2021, by and between the Town of Fort Myers Beach, Florida (“Town”), a Florida municipal corporation whose principal place of business is 2525 Estero Blvd., Ft. Myers Beach, FL 33391 and AMSWFL Inc., dba Architectural Metals of SW Florida, a Florida corporation, (“Contractor”) whose principal place of business is 4700 Laredo Avenue, Fort Myers, FL. 33905 (“Contract”). Town and Contractor may also be referred collectively as the “Parties.”

WHEREAS, Contractor and Lee County, Florida entered into a competitively procured contract known as C177288LN – Walkway Covers, as amended (“County Contract”); and

WHEREAS, Town needs fencing services to implement portions of the Interlocal Agreement between the Town and the Lee County School Board regarding the shared use of Fort Myers Elementary School and Bay Oaks Recreational Campus (“Project”); and

WHEREAS, the Town desires to have Contractor construct the Project; and

WHEREAS, under the Town Code, the purchase of goods and services 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, Contractor is willing to construct the Project, subject to the terms and conditions of the County Contract, with the specific modifications set forth herein; and

WHEREAS, the Town’s finance department director has determined that piggybacking on the County Contract is financially advantageous to the Town.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

1. Incorporation of County Contract. This Contract incorporates by reference, the Lee County School District Contract, which is attached as Exhibit A.
2. Scope of Service. During the Term of this Contract, Contractor will construct the Project.
3. Pricing. The Town will pay Contractor a sum not to exceed \$82,942.00 for the Project. This sum will be Contractor’s sole compensation for the goods and services provided by Contractor under this Contract.
4. Contract Term. The Term of this Contract begins on the date set forth above and ends one hundred eighty (180) days thereafter. The Town has the option to renew this Contract up to two (2) ninety (90) day periods with written notice to the Contractor at least thirty (30) days before the Contract expires.

5. Designated Representative. The Town's Public Works Director, or designee, shall be the Town's Designated Representative in matters arising under Contract.

Ms. Chelsea O'Riley, Public Works Director
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL. 33931
(Chelsea@fmbgov.com)

6. Modifications to County Contract. Notwithstanding the incorporation of the County Contract into this Contract as referenced, the Parties hereby agree to certain modifications to the County Contract, as follows:

- a. All references in the County Contract to terms such as "County" or "City" will be deemed to refer to the Town. In addition, all references within the County Contract to specific officers/departments/divisions, or to specific locations (such as for delivery of goods/services, receipt of Contractor invoicing, etc.), if not specifically addressed in this Contract, will be deemed to refer to the equivalent Town officers/departments/divisions, and Town locations, as hereafter designated by the Town's Designated Representative.
- b. Town's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Town Council.
- c. The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of §448.095, Fla. Stat., and maintain a copy of such affidavit for the duration of the Contract.
- d. This section serves as notice to the Contractor regarding the requirements of §448.095, Fla. Stat., specifically sub-paragraph (2)(c)l, and the Town's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated §448.09(1), Fla. Stat. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Town reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Town develop a good faith belief that the subcontractor has knowingly violated §448.095(1), Fla. Stat.
- e. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law,

the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

- f. The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the Town to perform the services required under this Contract. Upon request from Town's custodian of public records, Contractor shall provide Town with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall 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's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and maintain public records required by Town to perform the services required under the Contract. If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with Town's information technology systems.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below.

TOWN OF FORT MYERS BEACH

CONTRACTOR

Roger T. Hernstadt, Town Manager

By: _____
Its: _____

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



CONTRACT
School District of Lee County
Department of Procurement Services
(239) 337-8180 Phone

Date: March 9, 2017
CONTRACT No.: C177288LN
CONTRACT Title: **WALKWAY COVERS**
Contact: Lorie Nein, LorieLN@leeschools.net

SUBMITTAL CHECKLIST

For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.

- | | |
|---|--|
| ☐ Response Form (Attachment A) | ☐ Copy of current Lee, Collier or Charlotte County Local Business Tax receipt or Municipality Tax receipt |
| ☐ Sample Task Response Form (Attachment A-1) | ☐ Copy of current State contractor license |
| ☐ Insurance Requirements Form (Attachment B) | ☐ (see specifications) |
| ☐ Debarment Form (Attachment C) | ☐ Welders Certification |
| ☐ Drug Free Workplace Certification Form (Attachment D) | ☐ Florida State Engineering License for Exterior design. |
| ☐ Public Entities Crime Form (Attachment E) | ☐ Evidence of business operation for 3 years. (SunBiz webpage) |
| ☐ <u>must be notarized</u> | ☐ Statement from Surety the Proposer is bondable in the minimum amount of \$200,000 |
| ☐ Guarantee/Compliance/Distance (Attachment F) | ☐ One (1) manually signed proposal, six (6) copies, and an electronic version on CD/DVD or flash drive |
| ☐ Corporate overview, experience, and key personnel (Attachment G) | |

Business Name: _____

Taxpayer Identification Number: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____ Fax: _____

Name of Owner or Authorized Officer/Agent: _____

Title: _____ Date: _____

Email Address: _____ Internet URL: _____

Signature of Owner or Authorized Officer/Agent: _____

(Contract must be signed by an officer or employee having authority to legally bind the proposer)

Anti-Collusion Statement/Public Domain: I, the proposer, have not divulged, discussed, or compared this contract with any other proposer and have not colluded with any other proposer in the preparation of this contract in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.

Contract Certification: By my signature, I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **Submittal Checklist**, I further certify complete and unconditional acceptance of the contents inclusive of this Request of Proposal, and all appendices and the contents of any addenda released hereto.

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WALKWAY COVERS
CONTRACT No. C177288LN

GENERAL CONDITIONS

1. **Definitions:** The following words and phrases shall have these meaning:
 - a) "District" shall mean The School District of Lee County, Florida.
 - b) "Contractor" shall mean any person, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees who agrees to sign this contract.
2. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
3. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not enter into a contract to provide any goods or services to a public entity, may not enter into a contract with a public entity for the construction or repair of a public building or public work, may not enter into a contract for leases of real property to a public entity, may not enter into a contract to perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
4. **Specification Variances:** No variances from specifications, terms and/or conditions regardless of how slight will be accepted. If variations are not identified by the Contractor, it shall be assumed that the identified product or service fully complies with the specifications, terms and conditions herein.
5. **Original and Renewal Term:** Unless otherwise indicated in the detailed specifications this contract shall be in effect for three (3) year commencing upon Board approval or until new contract is issued. This contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, or extended for a period up to 180 days beyond the term, including the final term, upon mutual agreement of both parties, under the same terms and conditions as the original contract. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend prior to the end of the current contract period. The Contractor will be notified when the recommendation has been acted upon by The District. The Contractor agrees to these conditions by signing this contract.
6. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered in the contract, must be clearly indicated on each invoice.
7. **Brands:** No substitution of brands shall be permitted. Contractor shall be obligated to furnish the item(s) specified by detailed specifications. .
8. **Warranty/Guarantee:** All materials and/or services furnished under this contract shall be warranted by the Contractor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Contractor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. Further, in the event a unit requires a return to the manufacturer for repairs and/or replacements, freight charges both ways shall be the responsibility of the Contractor. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from The District
9. **Notification of Agreement/Purchase Orders:** Upon Board approval of a contract, Contractor shall be notified in writing by the Department of Procurement Services. Contractors are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of contract is not to be construed as authorization to provide goods or services.
10. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
 - a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
 - b) The School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach and Sanibel. The District's enrollment is approximately 80,000 K-12 students. With approximately 11,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.
11. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
 - a) The volatility is due to causes wholly beyond the Contractor's control
 - b) The volatility affects the marketplace or industry, not just the particular Contractor's source of supply
 - c) The effect on pricing or availability of supply is substantial
 - d) The volatility so affects the Contractor that continued performance of the contract would result in substantial loss or financial hardship. The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period.
12. **Substitutions:** Should a particular product become unavailable due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or be unacceptable in quality or compatibility as solely determined by the District, Contractor may propose a substitute

product to the District. The Contractor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Contractor will also provide documentation as to the unavailability of the original product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

13. **Contractor Performance:** The Contractor shall provide competent, suitable, qualified personnel to perform any project required by the contract. The Contractor shall at all times maintain good discipline and order while on District property. Contractor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

- a) The Contractor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Contractor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Contractor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Contractor's employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Contractor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Contractor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.
- f) Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
- i) The Contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Contractor.
- j) The Contractor shall be responsible for all damages caused by the Contractor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.

- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of any project.
- l) Contractor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Contractor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Contractor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Contractor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Contractor shall take all actions necessary and required to immediately restore such Utilities service. If Contractor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Contractor within five (5) business days of written demand for same from The District.
- n) Contractor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Contractor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- o) When requested, Contractor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

1. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
2. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
3. The Contractor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
4. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
5. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

14. **Inspection, Identification and Acceptance:** Contractors shall be responsible for delivery of items in new condition meeting specification at point of destination. Contractors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
15. **Worker's Compensation:** Contractors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Contractor shall require subcontractors similarly to provide Workers' Compensation Insurance.
16. **Cancellation/Termination:** In the event any of the provisions of the contract are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Contractor from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:
 - a) Contractor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - b) Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
 - c) 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; or
 - d) Contractor has been engaging in business operations in Cuba or Syria.

17. **Default:** In the event that the Contractor should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
18. **Liability:** Where Contractors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a contract, the Contractor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to Attachment C, Insurance Requirements form for District insurance requirements.
19. **Indemnity:** **This General Condition is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless Contractor is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Contractor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor's limit of, or lack of, sufficient insurance protection.
20. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
21. **Occupational Safety Hazards Act Requirements:** The Contractor certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Contractor further certifies that if he or she is the Contractor and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Contractor.
22. **Ethics:** All Contractors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
23. **Confidentiality:** Contractors shall be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.
24. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts issued by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item represented by this contract if it is in its best interest to do so.
25. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department. The Contractor will provide

two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.

- a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
 - b) In the event of errors, a credit or debit (as the case may be) is to be issued against the invoice as it was presented to the designated representative.
 - c) The credit or debit shall show the original invoice number, date, delivery location and error being corrected on the face of said credit or debit.
 - d) All invoices are to clearly show the District's name and delivery location. Such as "Allen Park Elementary School Cafeteria."
26. **Liquidated Damages Recovery:** Contractor agrees to the use of Liquidated Damages Recovery in the event the Contractor fails to perform in accordance with contract provisions. On any occasion where the Contractor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Contractor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Contractor.
27. **Contact Information:** The Contractor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Contractor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
28. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- a) Keep and maintain public records required by the District to perform the service.
 - b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - c) 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 District.
 - d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District
29. **Contractor Background Screening Requirements:** Contractor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Contractor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Contractor providing any services on campus while students are present. The Contractor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. Contractor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Contractor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Contractor agrees that in the event the Contractor or any employee who the Contractor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Contractor will notify The District within 48 hours of such.
- a) The parties agree that in the event that Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this paragraph of the Florida Statutes.
 - b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Contractor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Contractors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Contractors to be fingerprinted in every District in which they provide services.
 - c) Contractor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
 - d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Contractor.
30. **Contractor Process for Fingerprinting:** Upon Board approval of this contract, Contractor is required to comply with the requirements of Florida Statutes, Section 1012.465. **COST:** \$87.50 / Fingerprint (Price includes fingerprints, 5 year retention fee, badge, and processing fees). Contractors who will never be present on a school

district campus are not required to be fingerprinted.

Effective May 12, 2014, fingerprinting services for contractors with the School District of Lee County will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS

DETAILED SPECIFICATIONS
WALKWAY COVERS
CONTRACT No. C177288LN

1. **Overview:** Service to be performed under this contract shall be the furnishing and installation of extruded aluminum walkway covers and entry canopies; and/or canvas walkway covers and entry canopies, as may be required at various locations throughout the District. Services shall include the preparation of all required drawings by a Florida registered design professional in compliance with Florida laws, rules, building and life safety codes.

The District anticipates awarding one or more contracts to one or more Proposers, at the District's sole discretion, for a period of performance of three (3) years plus options for three (3) additional one (1) year periods. Post award, project work will be distributed at the discretion of the District.

- Proposers may bid on one or both of the following types of walkway cover related services:
 - a. Aluminum Walkway Covers and Entry Canopies.
 - b. Canvas Walkway Covers and Entry Canopies.
- Proposers are required to submit with the contract a statement from a Surety that the Proposer is bondable in the minimum amount of \$200,000.00.
- When service is required, the District will request by phone a cost estimate. Contractors are required to return the phone call acknowledging the request for an estimate within 1 business day, and provide the estimate within four (4) business days of the call or site visit (if a site visit is requested).

School District Locations are provided in Exhibit 1, School District of Lee County Locations.

2. **Minimum Qualifications:** The following requirements are necessary for contracts to be considered for evaluation.

1. Proposers shall possess a current Lee, Collier, or Charlotte County Local Business Tax receipt or Municipality tax receipt prior to the contract due date, and shall provide a copy with the contract.
2. Proposer shall hold a current State Contractor's license. A copy of the license shall be submitted with the contract.
3. Proposer shall hold a Welder's certification by at least one current employee. A copy of the certification shall be submitted with the contract.
4. Proposer shall hold a Florida State Engineering License for Exterior Design by at least one current employee. A copy shall be submitted with the contract.
5. Proposer must have been in operation under submitted name and ownership for a minimum of three (3) years as evidenced by SunBiz.

3. **Project Manager Requirements:** The District requires Proposers to designate a Project Manager who will be the primary point of contact and will manage the project with the District.

4. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by The District. The Proposer agrees to this condition by signing the contract.

5. **Orders:** The awarded Proposer(s), hereinafter Contractor(s) will be notified when individual projects are required. A quote for each project will be requested and reviewed for award, at the discretion of the District. The District may request a site visit prior to receiving quotes. There is no guarantee of the number or size of projects that may be required under this bid. The covers/canopies will be ordered on an as needed basis and may consist of multiple orders and purchase order numbers. All orders will be placed directly to the awarded Contractor by the District's Maintenance Services Department via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. By mutual agreement of the parties, a time limit for completion shall be determined for each job based on the extent of work to be performed. In the event of an emergency

where the awarded Contractor cannot complete the work in the time frame required, the District reserves the right to employ another Contractor without breaching this contract.

6. **Addition or Deletion of Sites:** The District reserves the right to add or delete locations at its discretion at any time throughout the term of this bid. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
7. **Substitutions/Additions:** For the duration of the awarded contract, upon request of the District, products of a similar nature and cost may be substituted or added, when approved in writing by the District in advance, and upon completion of successful price negotiations between the District and the Contractor.
8. **Guarantee/Warranty:** All Contractors must state guarantee/warranty policy on items purchased under this contract. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be removed and returned at no cost to the District and must be replaced within 72 hours from time of notice of unacceptability, with an acceptable product. Consistent delivery of unacceptable product will result in immediate termination of this contract. Contractors shall submit their guarantee/warranty policy with their bid.
 - a. Contractor shall warrant the entire installation against defects in labor and materials for a period of one (1) year commencing upon acceptance by the District.
 - b. Intention of this warranty is the Contractor will come onto the jobsite and perform all work necessary to effect corrections of any deficiencies.
 - c. Prima Facie Evidence of defects in labor and material may include but is not limited to, one or more of the following:
 1. Moisture leaks
 2. Metal failure including excessive deflection
 3. Fastener failure
 4. Finish failure
9. **Qualifications:** Contracts will be considered only from Contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The contractor must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.
10. **Bonding Requirements:** Within seven (7) business days following School Board approval of the CONTRACT, each successful Proposer, hereinafter Contractor, shall furnish the District a PUBLIC PAYMENT AND PERFORMANCE BOND that has been **recorded in the Public Records of Lee County, Florida** in the minimum amount of \$200,000 or the amount of the award, for the category of work to be performed, as specified by the District. If the award is made to multiple Contractors, the bond for each Contractor shall be in a minimum amount of \$200,000 and the Contractor may be required to provide the bond in a greater amount or to increase the amount of the bond during the contract term, at the discretion of the District and based on distribution of projects to awarded Contractors. The amount of the bond shall always be no less than the contract price for work to be done by the Contractor for all work over \$200,000. The bond shall be issued by a surety which is satisfactory to the District, has fulfilled any previous obligations to the District and is licensed to do business in the state of Florida. The estimated value for the contract resulting from this solicitation is \$850,000.00.

If within seven (7) business days following School Board approval of the CONTRACT, Contractor refuses or otherwise fails to furnish the required, recorded Public Payment and Performance Bond, or fails to submit the required Certification of Insurance and a W-9 Form, then the District may annul the Notice of Intent and/or Award to the non-compliant Contractor.

11. **Submittal:** In order to maintain comparability and facilitate the review process, it is required that contracts be organized in the manner specified below. Include all information requested herein with your submittal. All responses to the CONTRACT shall be submitted in an 8 ½" x 11", edge-bound format. Include one (1) original, manually signed contract, six (6) copies, and an electronic version on CD/DVD or flash drive identical to the original. **Failure to comply with submittal requirements may be grounds for rejection.**

11.1 Title Page: Include CONTRACT number, subject, the name of the proposer, address, telephone number and the date.

11.2 Table of Contents: Include a clear identification of the material by section and by page number.

11.3 Letter of Transmittal: Proposer shall include the following information in the letter of transmittal:

- a. Names of the persons who will be authorized to make representations for the proposer, their titles, addresses, email addresses and telephone numbers.
- b. Indicate if Proposer is offering services for one or both of the following services:
 - Aluminum Walkway Covers and Entry Canopies.
 - Canvas Walkway Covers and Entry Canopies.
- c. Include a copy of Proposer's current Lee, Charlotte, or Collier County business tax receipt or municipality receipt.
- d. Proposers shall possess a current State of Florida Contractors License and provide a copy with the contract.
- e. Proposers are to submit copies of Welders Certificates, Florida State Engineering for Exterior design, and/or all relevant licenses.
- f. Include evidence of conducting business for at least three (3) years. Submit with the contract a copy of Contractor's business license or copy of SunBiz webpage illustrating compliance with this criteria.
- g. Include a statement from a Surety that the Proposer is bondable in the minimum amount of \$200,000.00. Note: Prior to performing projects, awardees shall submit a public payment and performance bond, recorded in the public records of Lee County Florida, in the amount of \$200,000.00 or a higher amount as specified by the District.
- h. Include an electronic copy of the contract, identical to the original on a flash drive. Attachment A shall be in usable Excel Format (not locked).
- i. Indicate any and all variances from the CONTRACT specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the CONTRACT.

11.4 Required Submittal Checklist: Proposer shall complete and submit the Required Submittal Checklist coversheet, page 1 of the CONTRACT, with all required information completed and all signatures (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause contract to be rejected.

11.5 Attachment A-1: Response Form (Pricing): Submit proposed hourly labor rates and material costs. Pricing shall include all materials, and equipment (beyond what is provided by the District) required to perform the installation/maintenance according to the specification. Pricing shall be all inclusive. For example, pricing shall include all required insurance, licenses, and bonds; overhead; profit; vehicles; and labor per hour and supervision. Pricing for labor provided in Proposer's response shall be inclusive of all labor regardless of day of week/time of day work is performed. For medium to large scale projects it is anticipated that contractors will be required to work outside of normal school hours. School hours vary by site. The District reserves the right, at its sole discretion, to furnish equipment and materials for any and all jobs or work performed pursuant to this contract.

11.6 Attachment A-2: Sample Tasks: Describe in detail the Proposer's approach to supporting the District for Sample Task 1 and Sample Task 2. Include a description of the preparation activities, and detailed drawings for each sample task. It is anticipated that the Proposer's response is reflective of how projects will be supported, and priced, if the Proposer were to receive a contract award.

13.6.1 SAMPLE TASK 1: ALUMINUM WALKWAY COVER

DESCRIPTION OF ITEM

QUANTITY

Free standing Aluminum Walkway Cover Structural Column and Beam Assemblies

50' long Section 10' wide with fascia based on aluminum truss members not connecting to an existing walkway.

Item 1 – Aluminum Walkway Cover Structural Column and Beam Assemblies	12 each
Item 2 – Aluminum Roof Deck Sections, including all fasteners	960 SQ
Item 3 – Aluminum Fascia for all Exposed Edges, including all fasteners	240 LF
Item 4 – Concrete Footings, including all anchor bolts	24 each

Based on Aluminum Walkway Specifications included in this bid.

SUBMITTALS

- a. Project Drawings: Submit detailed drawings, including partial site plan, layout of walkway cover system, bent locations (identify drain columns and wet bents), all mechanical joint locations with complete details, connections, jointing and accessories. Include details of concrete footings and bent anchorage.
- b. Product Data: Submit manufacturer's product data, specifications, component performance data and installation instructions.

13.6.2 SAMPLE TASK 2: CANVAS WALKWAY COVER

DESCRIPTION OF ITEM	QUANTITY
Canvas Walkway Cover Structural Column and Beam Assemblies (four required) 45' long Section 8' wide with fascia based on aluminum truss members not connecting to an existing walkway.	
Item 1 – Canvas Roof Deck Sections, including all fasteners	360 SQ
Item 2 – Concrete Footings 30" deep with 12" round bolt, including all fasteners	8 each
Item 3 – Rear Entry Canopy Cover with a 5' x 5' slope	1 each

Based on Canopy Specifications included in this bid.

SUBMITTALS

- a. Project Drawings: Submit detailed drawings, including partial site plan, layout of walkway cover system, bent locations (identify drain columns and wet bents), all mechanical joint locations with complete details, connections, jointing and accessories. Include details of concrete footings and bent anchorage.
- b. Product Data: Submit manufacturer's product data, specifications, component performance data and installation instructions.

11.7 Attachment C - Insurance Requirements Form: Proposer shall respond to the District insurance requirements.

11.8 Attachment D - Addenda Acknowledgement Form: Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for your contract to be considered.

11.9 Attachment E – Debarment Form: Proposers shall complete the certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions, certifying they have not been debarred or suspended, and confirming they will notify the District should they become disbarred or suspended.

11.10 Attachment F – Drug Free Workplace Certification: Proposer shall complete form with all required information and all signatures as specified. The enclosed Drug Free Workplace Form must be signed and returned.

11.11 Attachment G – Public Entity Crime Form: Proposer shall complete the required sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes. **Form shall be signed and notarized.**

11.12 Attachment H – Guarantee/ Compliance/ Distance: Proposer shall complete the form with all required information and all signatures as specified.

11.13 Attachment I – Corporate Overview, Experience, and Project Manager: Proposer shall complete the form with all required information.

- A. **Corporate Overview:** Provide the location of the office from which service is to be performed and the number of partners, managers, supervisors, senior management and other professional staff employed at that office. Indicate the number of years the business has been in operation.

Disclose under what other or former name(s) the Proposer is currently operating or has operated.

Provide a statement of any litigation or regulatory action that has been filed against the Proposer, any affiliates, and/or subcontractors in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against the Proposer, provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

- B. Experience and Qualifications:** Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the CONTRACT.
- C. Project Manager:** Proposer shall identify a Project Manager who shall be assigned to the District. Describe the experience of the individual that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products.

12. GENERAL REQUIREMENTS (FOR ALL WORK)

12.1 Fabrication

- a. Comply with indicated profiles, dimensioned requirements and structural requirements.
- b. Use sections true to details with clean, straight, sharply defined profiles and smooth surfaces of uniform color and texture, free from defects impairing strength and durability.
- c. All welding to be done by heli-arc process.
- d. Bents shall consist of shop welded one piece units. When size of bents do not permit shipment as a welded unit, concealed mechanical joints may be used.
- e. Mechanical joints shall consist of shop stainless steel bolts with a minimum of two (2) bolts per fastening. Bolts and nuts shall be installed in a concealed manner utilizing ½" thick by 1 ½' aluminum bolt bars welded to structural members. All such mechanical joints must be detailed on shop drawings showing all locations.
- f. Roof Deck: Extruded Aluminum shapes, interlocking self-flashing sections. Shop fabricate to lengths and panels widths required for field assembly. Depth of sections to comply with structural requirements. Provide shop induced camber in deck units with spans greater than 16'-0" to offset dead load deflections. Welded dams are to be used at non-draining ends of deck.
- g. Expansion joints, design structure for thermal expansion and contraction. Provide expansion joints as required.
- h. Exposed rivets used to fasten bottom of fascia to deck to have finish to match fascia.
- i. Apply a shop applied dip-coat of clear acrylic enamel to each column end terminating in concrete to insulate from electrolytic reaction. Column ends shall be pierced to "key" grout to bent for maximum uplift protection.

- 12.2 Execution** Deliver, store and handle covered walkway system components as recommended by manufacturer. Handle and store in a manner to avoid deforming members and avoid excessive stresses.

12.3 Examination

- a. Examine adjacent work for conditions that would prevent quality installation of system.
- b. Do not proceed until defects are corrected.

12.4 Field Dimensions

- a. Contractor shall field confirm bent locations, dimensions and elevations shown on shop drawings prior to fabrication.
- b. Column Sleeves (Styrofoam blockouts) shall be furnished by walkway cover manufacturer and placed by Contractor.

12.5 Installation

- a. Set roof support frames (bents) into pockets provided in top of footings; set to required elevations, align, plumb and level; and grout in place with 2,000 p.s.i. Portland cement grout. Assure that grout fills all voids and "keys"

- to columns. Fill downspout units with grout to bottom of discharge level. Install aluminum deflectors after grouting. Follow manufacturer's instructions. Match to finish and elevation of adjacent sidewalks.
- b. Install roof deck sections, accessories and related flashing in accordance with manufacturer's instructions. Provide roof slope for rain drainage without ponding water. Align and anchor roof deck units to structural support frames.
- c. Assemble all components in a neat, workmanlike manner.

12.6 Flashing

Flashing is required between covered walkway system and adjoining structures.

12.7 Cleaning and Protection

- a. Damaged Units: Remove and replace roof deck panels and other components of the work which have been damaged or have deteriorated beyond successful minor repair.
- b. Cleaning: Remove protective coverings at time in project construction sequence which will afford greatest protection of work. Clean finished surfaces as recommended by manufacturer. Maintain in a clean condition during construction.
- c. Protection: Advise District of protection and surveillance procedures, as required to ensure that work of this section will be without damage or deterioration at time of substantial completion.

12.8 Reinforced Concrete Design

All reinforcing steel shall be minimum grade 40 and identified in accordance with ASTM A615, A616, or A617. Splice lengths shall be a minimum of 25" for No. 5 reinforcing bars. Reinforcement may be bent in the shop or in the field, and the diameter of the bend, measured on the inside of the bend, shall not be less than six bar diameters. All concrete shall achieve 3000 p.s.i. compressive strength at 28 days unless otherwise noted on drawings.

12.9 Concrete Formwork

- a. The Contractor is responsible for furnishing, erecting, and maintaining formwork to support loads and to achieve dimensioned and surface correctness specified as well as for removal of formwork to insure safety of the structure.
- b. The Contractor shall comply with the latest edition of the following codes and standards, except as otherwise specified:
 1. American Concrete Institute:
 2. ACI 347 Recommended Practices for Concrete Formwork
 3. American Plywood Association:
 4. APA Form V345 Plywood for Concrete Forming
 5. U.S. Product Standard:
 6. PS 1-83 Construction & Industrial Plywood
 7. PS 20 American Softwood Lumber Standard
- c. Design Criteria
 1. General: Conform to ACI 347, Chapter 2- Design.
 2. Plywood: Conform to tables for form design in APA Form V345, including strength.
 3. Allowable Tolerances: Conform to ACI 347, 3.3

12.10 Materials

- a. Lumber/Wood items must conform with ACI 347, Chapter 4.
 1. Softwood Framing Lumber: Kiln dried, PS 20 Grade marked by grading rules Agency approved by American Lumber Standards Committee. Hanger Inserts: Malleable iron, integral loop at back, threaded or slotted as suited for attachment of hanger type required.
 2. Boards for Basic Forms: Construction Standard Grade.

3. Plywood: Exterior grade softwood plywood, PS1. Each panel stamped or branded indicating veneer grade, species, type and identification.
4. B-B Plyform: Class II APA, mill-oiled and edge sealed, except use Class I HDO Plyform where rubbed finish is indicated.

12.11 Accessories

- a. Internal Liners
 1. Type: Plywood
 2. Surface Texture: Brushed.
Materials to form drips, reveals, rustication strips, or weep holes:
 3. Corner Formers (chambers): PVC or rubber with ½ inch radius to produce uniform smooth external corners and tight edge joint.
- b. Form Ties: Factory fabricated, removable or snap-off metal ties of design that will not allow form deflection and will not spill concrete upon removal. Provide solid backing for each tie. Fit ties with devices that will leave holes in the concrete surface not less than 3/8 inch diameter and of the depth not less than 1 inch. The portion of the tie remaining in the concrete after removal of the exterior parts shall be at least 1 ½ inch back from any surface of the concrete. Coat bolts and rods that are to be completely withdrawn with a non-staining bond breaker.
- c. Form Coating: Shall not stain or soften concrete, shall serve as parting compound or chemical releasing agent to prevent sticking of concrete to forms, and shall act as sealer or protective coating for form.
 1. DUOGARD BY W.R. MEADOWS, INC.
MANUFACTURER'S PRODUCT DATA
MANUFACTURER'S CATALOG # 310, 1981
 2. EUCOSLIP BY EUCLID CHEMICAL COMPANY
MANUFACTURER'S PRODUCT DATA
MANUFACTURER'S CATALOG 1978
 3. CAST-OFF BY SONNEBORNE- CONTECH
MANUFACTURER'S PRODUCT DATA
MANUFACTURER'S FORM SC-227 10M 4/77MP
OR APPROVED EQUAL

12.12 Flashing and Anchorage Items

Items for anchoring nailers, bumpers, miscellaneous mechanical and electrical items to concrete shall be:

1. Hanger Inserts: Malleable iron, integral loop at back, threaded or slotted as suited for attachment of hanger type required.
2. Shelf Angle Inserts: Malleable iron, with integral loop at back and slotted for wedge head bolt of size and location indicated on the drawings, complete with bolts, nuts and washers.
3. Gang Inserts: Continuous slotted inserts for horizontal or vertical bolting with minimum thickness of 3/16 inch and anchors at 6 inch intervals on each side.
4. Anchor Bolts: For nailer or similar wood items: bent or square headed bolts of size and length indicated with washers and square or hexagonal nuts, in accord with ASTM A307.
5. Expansion Joint Filler: Not less than ½ inch thick, full depth of slab and in accord with ASTM D1751.
6. Waterstops: Polyvinyl- chloride: Unless otherwise noted, 4" x 3/16" ribbed type.

12.13 Form Construction

- a. Except as noted otherwise, conform to ACI 347, Chapter 3, Construction.
- b. Framing, Bracing and plywood Form Liners: APA Form V345.
- c. Provide temporary openings in framework for concrete placement.

- d. Construct forms to shape, line grades and dimensions indicated.
- e. Earth Forms: Footing sides may be earth if soil permits; otherwise, use wood forms.
- f. Rest posts and shores supporting forms on wedges which may be adjusted and removed without producing stress in concrete.
- g. Build bulkheads with keys in walls, footings, beams and slabs where necessary to stop placing of concrete.
- h. Submit locations of construction joints not indicated on drawings to Architect for review before placing concrete. In all cases, construction joints shall occur at sections of minimum shear.
- i. Box out for slots, chases, recesses, or other openings indicated on the drawings and for the work by any other trades. Box out for temporary openings and build forms to seal same.
- j. Clean form surfaces of dirt, debris and foreign matter before use.

12.14 Form Coating

Before placing reinforcement, cover faces of forms in contact with concrete with form coating specified in accordance with manufacturer's instructions.

12.15 Form Readjustment

During and immediately after placing concrete in forms, tighten posts and shores and readjust to maintain grades and levels.

12.16 Miscellaneous Built-in items

Unless indicated otherwise, place expansion joint filler where slabs supported on earth abut wall, columns, curbs or other vertical surfaces. Unless otherwise shown, provide ½ inch thick expansion joint material to previously placed material and to surface to receive fresh concrete.

12.17 Removal of Forms

- a. General: Under ordinary weather conditions, wall forms may be removed in two days providing concrete is not injured by so doing, and curing is continued in accord with Concrete section.
- b. Cleanup: Remove temporary forms from site after completion of concrete work. Under no circumstances shall wood be buried in fill or left in contact with earth.

12.18 Reuse of Forms

- a. Clean and repair surfaces of forms that are to be reused.
- b. Split, frayed, delaminated, patched or otherwise damaged form facing material will not be acceptable.
- c. Apply new form coating to contact form surfaces as specified herein.

13. ALUMINUM COVER SPECIFICATIONS - GENERAL DESCRIPTION OF WORK

Aluminum walkway or cover shall be made entirely of aluminum extrusions. Structural framing shall consist of heli-arc welded one-piece rigid structural bents (column and beam assemblies), decking, fascia, accessory items and hardware to provide a complete system.

Internal Drainage: Water flow shall be directed and drain from deck into designated beams and down columns, for discharge at ground level through weep holes. Drain openings shall be grouted to prevent standing water.

16.1. Components

- a. Columns: Shall be radius-cornered tubular extrusions required for maximum drainage and wind-loading.
- b. Beams: All drainage beams shall be open-top tubular extrusions
- c. Fascia: Side fascia and the end fascia shall be of 6 ¼ "x .70" minimum

16.2. Dimensions

- a. Contractor shall field-verify all bent locations, dimensions and elevations, as shown on shop drawings, prior to fabrication.

16.3. Quality assurance

- a. Codes and Standards: Comply with provisions of the following except as otherwise indicated:
 - 1. Florida Building Code, 2010 or newer with amendments, if any.
 - 2. AWS (American Welding Society) standards for structural aluminum welding.
- b. Manufacturer: Obtain aluminum covered walkway system from only one (1) manufacturer, although several may be indicated as offering products complying with requirements.
- c. Installer Qualification: Contractor shall not have less than three (3) years experience in installation of aluminum walkway covers of the type, quantity and installation method similar to the work of this section.
- d. Field Measurements: Take field measurements prior to the preparation of shop drawings and fabrication where possible, to insure proper fitting of work. However, allow for adjustments within specified tolerations wherever taking of field measurements before fabrication might delay work.
- e. Shop Assembly: Preassemble units in shop to greatest extent possible and disassemble as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- f. Coordination: Coordinate work of this section with work of other sections which interface with covered walkway system (sidewalks, curbs, building fascias, etc)

16.4. Performance Requirements

- a. System Performance: Provide aluminum covered walkway system that has been designed, produced, fabricated and installed to withstand normal temperature changes as well as live loading, dead loading and wind loading in compliance with Standard Building Code requirements for geographic area in which work is located and as follows:
 - 1. Live Load: 30 p.s.f. minimum
 - 2. Structural design for wind forces: Comply with ANSI A58.1-1982
 - 3. Design Wind Velocity: 160 m.p.h. or current (FBC three-second gust)
 - 4. Stability Criteria: Florida Building Code, Section 1604.
- b. Sizes listed in specifications are to be considered minimum.
- c. Structure shall be capable of sustaining severe icing, hail, hurricane force winds and supporting a concentrated load such as being walked upon.

16.5. Acceptable Manufacturers

- a. Ditt-Deck Extruded Aluminum Walkway Cover System by Dittmer
- b. Eastern Metal Supply, Inc.
- c. Metals USA Inc./ Royal Aluminum
- d. Perfection Architectural Systems, Inc.

- e. Equivalent systems by other manufacturers may be considered by submitting documentation demonstrating the products meet or exceed the quality of the above listed manufacturer products. Additional manufacturers will be approved at the sole discretion of the District.

16.6. Materials

- a. All aluminum extrusions shall be alloy 6063 heat treated to a T-6 temper.
- b. Standard finish for all components shall be satin anodize 204-R1 meeting Aluminum Association Specification AA-M-10C-22A-21.

16.7. Fasteners

- a. Deck Screws (rivets not permitted): Type 18-8 non-magnetic stainless steel sealed with a neoprene "O" ring beneath 5/8" outside dimension, conical washer.
- b. Fascia Rivets: Size 3/16" by 1/2" grip range aluminum rivets with aluminum mandrel.
- c. Bolts: All bolts, nuts and washers to be 18-8 non-magnetic stainless steel.
- d. Tek Screws: not permitted

17. CANVAS CANOPY SPECIFICATIONS - GENERAL DESCRIPTION OF WORK

- 17.1. All material to be .125 thickness aluminum alloy 6063-T5
- 17.2. All joints and connections to be aluminum welded except attachment of roof framing to columns.
- 17.3. All material to be .125 thickness aluminum.
- 17.4. Use type "A" base where concrete walkway is available for footer.
- 17.5. Use type "B" base where concrete walkway is not available and a footer must be dug and filled
- 17.6. Awning material will be "coast plus", a fiberglass reinforced vinyl by weblon. ASTM E84-95 with a flame spread rating of Class A or 10, install and caulk preformed riglet at connection to existing structures to prevent dripping.
- 17.7. Concrete shall be 3000 lb. mix.
- 17.8. Submit shop drawing of connections for approval prior to construction.
- 17.9. Wind zone is 160 mph or meet current Florida Code Requirements, however the wind uplift used is 25 lb. per square foot max because fabric used will tear, fail or rupture at 25lb. or less.
- 17.10. Canopies shall not be attached to the existing sidewalks.
- 17.11. Contractor shall include with their bid the availability of colors.

EXHIBIT 1 - SCHOOL DISTRICT OF LEE COUNTY LOCATIONS

Adult and Career Education 2855 Colonial Blvd Fort Myers, FL 33966	Allen Park Elementary 3345 Canelo Drive Fort Myers, FL 33901	Bayshore Elementary 17050 Williams Road North Fort Myers, FL 33917
Bonita Springs Elementary 10701 Dean Street S. E. Bonita Springs, FL 34135	Bonita Springs Middle Center for the Arts 10141 West Terry Street Bonita Springs, FL 34135	Buckingham Exceptional Center 3291 Buckingham Road Fort Myers, FL 33905
Caloosa Elementary 620 South Del Prado Blvd Cape Coral, FL 33990	Caloosa Middle 610 South Del Prado Blvd Cape Coral, FL 33990	Cape Coral High 2300 Santa Barbra Blvd Cape Coral, FL 33991
Cape Coral Technical College 360 Santa Barbara Blvd. Cape Coral, FL 33993	Cape Elementary 4519 Vincennes Blvd Cape Coral, FL 33904	Challenger Middle 624 Trafalgar Parkway Cape Coral, FL 33991
Colonial Elementary 3800 Schoolhouse Road East Fort Myers, FL 33916	Cypress Lake High 6750 Panther Lane Fort Myers, FL 33919	Cypress Lake Middle 8901 Cypress Lake Drive Fort Myers, FL 33919
Diplomat Elementary 1115 N.E. 16th Terrace Cape Coral, FL 33909	Diplomat Middle 1039 N.E. 16th Terrace Cape Coral, FL 33909	Dr. Carrie D. Robinson Littleton Elementary 700 Hutto Road N. Fort Myers, FL 33903
Dunbar Community School 1857 High Street Fort Myers, FL 33916	Dunbar High 3800 E. Edison Avenue Fort Myers, FL 33916	Early Childhood Learning Services 3650 Michigan Ave., Suite 4 Fort Myers, FL 33916
East Lee County High 715 Thomas Sherwin Avenue Lehigh Acres, FL 33974	Edgewood Elementary 3464 Edgewood Avenue Fort Myers, FL 33916	Edison Park Creative and Expressive Arts School 2401 Euclid Avenue Fort Myers, FL 33901
Estero High 21900 River Ranch Road Estero, FL 33928	Fort Myers Beach Elementary 2751 Oak Street Fort Myers Beach, FL 33931	Fort Myers High 2635 Cortez Blvd. Fort Myers, FL 33901
Fort Myers Technical College 3800 Michigan Avenue Fort Myers, FL 33916	Fort Myers Middle Academy 3050 Central Avenue Fort Myers, FL 33901	Franklin Park Elementary 2323 Ford Street Fort Myers, FL 33916
G. Weaver Hips Elementary 1200 Homestead Rd. N. Lehigh Acres, FL 33936	Gateway Elementary 13280 Griffin Drive Fort Myers, FL 33913	Gulf Elementary 3400 S.W. 17th Place Cape Coral, FL 33914
Gulf Middle 1809 S.W. 36th Terrace Cape Coral, FL 33614	Hancock Creek Elementary 1601 Skyline Drive N. Fort Myers, FL 33903	Harns Marsh Elementary 1800 Unice Avenue N. Lehigh Acres, FL 33971
Harns Marsh Middle 1820 Unice Avenue N. Lehigh Acres, FL 33971	Hector A. Cafferata, Jr. Elem. 250 Santa Barbara Blvd. Cape Coral, FL 33993	Heights Elementary 15200 Alexandria Court Fort Myers, FL 33908
Ida S. Baker High 3500 Agualinda Blvd Cape Coral, FL 33914	Island Coast High 2125 De Navarra Pkwy Cape Coral, FL 33909	J. Colin English Elementary 120 Pine Island Road North Fort Myers, FL 33903

James Stephens Int'l Academy 1333 Marsh Avenue Fort Myers, FL 33905	Lehigh Acres Middle 104 Arthur Ave Lehigh Acres, FL 33936	Lehigh Elementary 200 Schoolside Drive Lehigh Acres, FL 33936
Lehigh Senior High 901 Gunnery Road Lehigh Acres, FL 33971	Lexington Middle 16351 Summerlin Road Fort Myers, FL 33908	Manatee Elementary 5301 Tice Street Fort Myers, FL 33905
Mariner High 701 Chiquita Blvd Cape Coral, FL 33993	Mariner Middle 425 Chiquita Blvd Cape Coral, FL 33993	Mirror Lakes Elementary 525 Charwood Avenue S. Lehigh Acres, FL 33936
North Fort Myers Academy for the Arts 1856 Arts Way N. Ft. Myers, FL 33917	North Fort Myers High 5000 Orange Grove Road N. Ft. Myers, FL 33903	Oak Hammock Middle 5321 Tice Street Fort Myers, FL 33905
Orange River Elementary 4501 Underwood Drive Fort Myers, FL 33905	Orangewood Elementary 4001 De Leon Street Fort Myers, FL 33901	Patriot Elementary 711 S.W. 18th Street Cape Coral, FL 33991
Paul Laurence Dunbar Middle 4750 Winkler Ave. Ext. Fort Myers, FL 33966	Pelican Elementary 3525 S.W. 3 rd Ave. Cape Coral, FL 33914	Pine Island Elementary 5360 Ridgewood Drive Bokeelia, FL 33922
Pinewoods Elementary 11900 Stoneybrook Golf Drive Estero, FL 33928	Ray V. Pottorf Elementary 4600 Challenger Blvd Fort Myers, FL 33912	Rayma C. Page Elementary 17000 S. Tamiami Trail Fort Myers, FL 33908
Riverdale High 2600 Buckingham Road Fort Myers, FL 33905	River Hall Elementary 2800 River Hall Parkway Alva, FL 33920	Royal Palm Exceptional Center 3050 Indian Street Fort Myers, FL 33916
San Carlos Park Elementary 17282 Lee Road Fort Myers, 33967	Skyline Elementary 620 S.W. 19th Street Cape Coral, FL 33991	South Fort Myers High 14020 Plantation Road Fort Myers, FL 33912
Spring Creek Elementary 25571 Elementary Way Bonita Springs, FL 34135	Sunshine Elementary 601 Sara Avenue Lehigh Acres, FL 33971	Support Services Annex 3308 Canal Street Fort Myers, FL 33916
Tanglewood Elementary 1620 Manchester Blvd Fort Myers, FL 33919	The Alva School 17500 Church Avenue Alva, FL 33920	The Sanibel School 3840 Sanibel-Captiva Road Sanibel, FL 33957
Three Oaks Elementary 19600 Cypress View Drive Fort Myers, FL 33967	Three Oaks Middle 18500 Three Oaks Pkwy. Fort Myers, FL 33912	Tice Elementary 4524 Tice Street Fort Myers, FL 33905
Tortuga Preserve Elementary 1711 Gunnery Road N. Lehigh Acres, FL 33971	Trafalgar Elementary 1850 S.W. 20th Avenue Cape Coral, FL 33991	Trafalgar Middle 2120 Trafalgar Pkwy Cape Coral, FL 33991
Treeline Elementary 10900 Treeline Avenue Fort Myers, FL 33913	Tropic Isles Elementary 5145 Orange Grove Blvd. North Fort Myers, FL 33903	Varsity Lakes Middle 801 Gunnery Road Lehigh Acres, FL 33971
Veterans Park Academy for the Arts 49 Homestead Road S. Lehigh Acres, FL 33936	Villas Elementary 8385 Beacon Blvd. Fort Myers, FL 33907	Lee County Public Education Center 2855 Colonial Blvd. Fort Myers, FL 33966
District Warehouse Operations 3308 Canal Street	Vince Smith Center 2450 Prince Street	Lee Adolescent Mothers Program (LAMP)

Fort Myers, FL 33916-6594	Fort Myers, FL 33916	3650 Michigan Ave. Suite 2 Fort Myers, FL 33916
Student Assignment Lehigh Acres Office 1262 Wings Way Suite 207 Lehigh Acres, FL 33936	SW Florida Public Service Academy 4312 Michigan Avenue Fort Myers, FL 33905	Transportation Central 3234 Canal Street Fort Myers, FL 33916
Transportation East 3291 Buckingham Road Fort Myers, FL 33905	Transportation Leonard 301 Leonard Blvd. Lehigh Acres, FL 33971	Transportation South 14701 Ben C. Pratt Six Mile Cypress Parkway Fort Myers, FL 33912
Transportation West 450 N.W. 14th Avenue Cape Coral, FL 33909	PACE Center for Girls of Lee County 3800 Evans Avenue Fort Myers, FL 33901	AMI Kids Southwest Florida 1190 Main Street Fort Myers, FL 33931
SW Florida Detention Center 2525 Ortiz Avenue Fort Myers, FL 33906	Success Academy 3650 Michigan Avenue Fort Myers, FL 33916	

ATTACHMENT A-1 - RESPONSE FORM**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCURMENT SERVICES
CONTRACT No. C177288LN
WALKWAY COVERS**

DATE SUBMITTED: _____

PROPOSER NAME: _____

TO: The School District of Lee County Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet the specifications:

ITEM #	ITEM DESCRIPTION		
ITEM NO.	ALUMINUM COVER	UOM	COST
1.a.	Aluminum Walkway Cover Structural Column and Beam Assemblies	per square foot	
1.b.	Removal of Aluminum Walkway	per hour	
2.a.	Aluminum Roof Deck Sections	per square foot	
3.	Aluminum Fascia for All Exposed Edges	per linear foot	
4.	Concrete Footings	per square foot	
ITEM NO.	CANVAS COVER	EA	
5.	Canvas Walkway Canopy	per square foot	
6.	Canvas Entry Canopies (5'x5' as specified)	per canopy	
7.	Removal of Walkway Canopy	per hour	
8.	Reinstallation of Walkway Canopies and Entry Canopies Walkway Canopies	per square foot	
9.	Entry Canopy	per square foot	
10.	Concrete Footings	per square foot	
	OTHER WORK AS NEEDED	EA	
11.	Labor- Flat Hourly Rate	Hourly	
12.	Materials-Percentage (%) Markup over Cost not to exceed 5%	%	

Printed Name: _____

Signature of authorized contractor representative:

Date: _____

ATTACHMENT A-2 – SAMPLE TASK RESPONSE FORM

THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCURMENT SERVICES
CONTRACT No. C177288LN
WALKWAY COVERS

DATE SUBMITTED: _____

PROPOSER NAME: _____

TO: The School District of Lee County Fort Myers, Florida

Describe in detail the Proposer's approach to supporting the District for Sample Task 1 and Sample Task 2. Include a description of the preparation activities, and detailed drawings for each sample task. It is anticipated that the Proposer's response is reflective of how projects will be supported, and priced, if the Proposer were to receive a contract award.

ITEM #	ITEM DESCRIPTION	UOM	COST
SAMPLE TASK 13.8.1.	ALUMINUM WALKWAY COVER Free standing Aluminum Walkway Cover Structural Column and Beam Assemblies. 50' long Section 10' wide with fascia based on aluminum truss members not connecting to an existing walkway.		
1.	Aluminum Walkway Cover Structural Column and Beam Assemblies, quantity 12	each	
2.	Aluminum Roof Deck Sections, including all fasteners, 960 square feet.	per square foot	
3.	Aluminum Fascia for All Exposed Edges, including all fasteners 240 linear feet.	per linear foot	
4.	Concrete Footings, including all anchor bolts, quantity 24	each	
SAMPLE TASK 13.8.2.	CANVAS WALKWAY COVER Canvas Walkway Cover Structural Column and Beam Assemblies (four required) 45' long Section 8' wide with fascia based on aluminum truss members not connecting to an existing walkway.		
1.	Canvas Roof Deck Sections, including all fasteners. 360 square feet	per square foot	
2.	Concrete Footings 30" deep with 12" round bolt, including all fasteners, quantity 8	each	
3.	Rear Entry Canopy Cover with a 5' x 5' slope, quantity 1	each	

Detail of approach to Sample Task 1:

Detail of approach to Sample Task 2:

Printed Name: _____

Signature of authorized contractor representative:

Date: _____

ATTACHMENT B - INSURANCE REQUIREMENTS FORM

The School Board of Lee County Florida Insurance Requirements

INSURANCE TYPE	REQUIRED LIMITS	
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.	
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form.	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000.00</u>	Single Limit Per Occurrence
<u>X</u> 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.		
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u>	Each Occurrence
<u>X</u> 5. Other Insurance as indicated below:		
a) Professional Liability	<u>\$1,000,000.00</u>	
b) Builder's Risk	<u>\$ -0-</u>	

The School Board of Lee County Florida Insurance Requirements
(Continued)

- X 6. Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Lee County with certificates of insurance meeting the required insurance provisions.
- X 7. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for Commercial General Liability.
- X 8. The School Board of Lee County shall be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:

**The School Board of Lee County, Florida
Attn: Procurement Services
2855 Colonial Boulevard
Fort Myers, Florida 33966**

- X 9. **Thirty (30) Days Cancellation Notice is required.**
- X 10. **The Certificate must state the Bid Number and Title.**

CONTRACTOR’S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the bid. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for Commercial General Liability. The School Board of Lee County desires proof of insurability at levels required for this bid.

A current certificate of insurance is attached: _____ YES _____ NO

Contractor Name

Contractor Title

Signature of Contractor

ATTACHMENT C – DEBARMENT FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "contract," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include the clause titled 6. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ATTACHMENT D - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature of Authorized Officer _____

Date _____

ATTACHMENT E - PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____ (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 the individual signing this sworn statement: _____.
3. My name is _____ and my relationship to _____ (entity name above) is _____.
4. 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, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation 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.
6. 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. as 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.
7. 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 CONTRACT's 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 an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any 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, members, 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, AND (Please indicate which additional statement applies.)

_____ The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally known to me or provided the following identification _____, and affixed his/her signature in

the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires: _____

Form PUR 7068 (Rev. 11/89)

ATTACHMENT F – GUARANTEE / COMPLIANCE / DISTANCE TO SITE

A. Guarantee/Warranty for Labor and Material

_____, warranties that all products and services will be free from defect for one
(Organization Name)
(1) year from date of completion. Any manufacturer warranty extending past one (1) year will be
transferred/forwarded to the District.

Name and Title of Authorized Representative

Date

Organization

B. Statement of Compliance with District Requested Response Time

_____, will comply with the requested response time per Lee County District
(Organization Name)
CONTRACT # C177288LN – Walkway Covers.

Name and Title of Authorized Representative

Date

Organization

C. Distance to Site

_____, confirms that their business is located within 150 miles of 3308 Canal Street,
(Organization Name)
Fort Myers, FL 33916. The business office location from which this CONTRACT will be supported is: _____
(Business Address)

Name and Title of Authorized Representative

Date

Organization

ATTACHMENT G

CORPORATE OVERVIEW, COMPANY EXPERIENCE AND KEY PERSONNEL

Corporate Overview: (Company location(s); in business since; operated under other names; any company litigations or regulatory actions filed against; type of licenses). See CONTRACT pg. 14.

Company Location(s):

Number of employees: (number of full time and number of part time)

In Operation since: _____

Operated under any other names, if so list names and dates:

Any litigation or regulatory action in past 3 years? If so provide details.

Company Experience and Qualifications: (List and describe projects similar in size, scope and complexity to those in the CONTRACT).

Project Manager: Designate a Project Manager who shall be assigned to the District. Describe the experience of the individual that demonstrates their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products

Contract name
CONTRACT No. Cxxxxxx

SIGNATURE PAGE

Company Name agrees to enter into this contract with **The School District of Lee County.**

This agreement is based on all conditions, specifications and provisions identified herein. Signature of authorized representative with the authority and responsibility to legally bind the firm is required.

Lee County School District
Board Chair printed name

Lee County School District

Date

Company Name
Representative printed name

Company Name
Representative Signature

Date

Approved as to Form:

By: _____
School Board Attorney

Bid Proposal: C177288LN



Architectural Metals of SW Florida
4700 Laredo Avenue
Fort Myers, FL 33905
CGC1530565

PHONE (239) 334-7433 FAX (239) 694-9085

www.archmetalsfl.com

DATE 10/21/2021

PROPOSAL NO. P21-086

OWNER NAME

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

PROJECT

FMB EI- Covered Parking

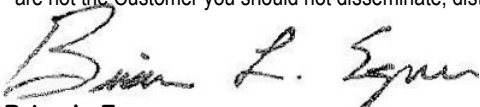
DATE OF PLANS

4/27/2021

DIVISION OF WORK Aluminum Walkway

DESCRIPTION OF PROPOSAL	QTY	UNIT COST	AMOUNT
Fort Myers Beach Elementary School - Covered Parking per DRMP Plan Parking Exhibit Refer to Sketch - Illustrates 18' deep x 96' long Covered Parking - 10 Total Spaces Utilizes the current SDLC Contract with adjustments for structure size and foundation system			
Aluminum Walkway Cover Structural Column and Beam Assemblies - Cost per Unit	20	1,140.00	22,800.00
Aluminum Roof Deck Sections - Cost per Square Foot	1,728	16.00	27,648.00
Aluminum fascia for All Exposed Edges - Cost per Linear Foot	228	10.50	2,394.00
Concrete Footings - Cost per Unit Basis of Bid = 1.5 ft cube = 3.4 cubic feet / proposed 3.5 sf x 2 f deep = 24.5 cubic feet	86	350.00	30,100.00

This Bid Proposal is valid for 30 days. This Bid Proposal has been assembled based on the Unit of Measure pricing provided by Architectural Metals and listed in Contract C177288LN with The School District of Lee County, FL. Unit of Measure prices that differ from those listed in Contract C177288LN shall be clarified in the description portion of that specific item. This Bid Proposal contains CONFIDENTIAL information and is intended only for viewing by the above named Customer. If you are not the Customer you should not disseminate, distribute or copy this Bid Proposal. Please notify Architectural Metals immediately if you have received this Bid Proposal by mistake and delete this from your system.


Brian L. Egnor

TOTAL PROPOSAL AMOUNT

\$82,942.00

1. Requested Motion:

Meeting Date: November 15, 2021

Approve Supplemental Task Authorization #11 with DRMP, Inc. for construction inspection services and construction administration to Bayside Park in the not to exceed amount of \$42,500 and authorize the Town Manager to execute the contract documents.

Why the action is necessary:

Review the Construction Engineering Inspection and Construction Administration services required to facilitate the Bayside Park Improvement Project.

What the action accomplishes:

Authorizes the Town Manager to execute the contract documents.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

Attachments:

1. STA 11 - Bayside Park CEI Admin

Financial Impact:

Funding for this will come out of Fund 41, Community Enhancement Fund.

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve the contract.

8. Recommended Approval:

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

Created/Initiated - 11/5/2021
Approved - 11/10/2021
Approved - 11/10/2021
Final Approval - 11/10/2021

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: STA # 11

CONTRACT/PROJECT NAME: BAYSIDE CONSTRUCTION ADMINISTRATION (CA)
SERVICES AND CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES

CONSULTANT: DRMP, INC

PROJECT NO.: _____

SOLICIT NO.: RFQ-19-06-PW/ RFQ-19-17-AD

CONTRACT NO.: _____

REQUESTED BY: CHELSEA O'RILEY / FMB PUBLIC WORKS DIRECTOR

DATE OF REQUEST: 10/22/2021

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: 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: DRMP, INC

By:  10/22/2021
Consultant/Provider Date

TOWN APPROVAL:

By: _____ Date: _____ By: _____ Date: _____
Town Manager Town Attorney

Date to Proceed: _____

Cost of STA: \$42,500

Completion Due Date: 9/30/2022

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

BAYSIDE CONSTRUCTION ADMINISTRATION (CA) SERVICES AND CONSTRUCTION
ENGINEERING INSPECTION (CEI) SERVICES -

The following services will be provided by DRMP, INC:

Project Understanding

As an amendment to our existing engineering services agreement, the Town of Fort Myers Beach (the "Town") has requested DRMP (the "Consultant") to provide CA and CEI Services for the improvements to Bayside Park. The scope from the current Supplemental Task Authorization (STA #3) generally included the furnishing of complete, permitted design plans and specifications for bidding and construction purposes of the park. The Town directed the Consultant to specifically exclude these services from STA #3 until construction of the project was eminent. These services described in this revised scope of work are supplemental to the previous scope of work.

Project Assumptions

This phase includes CEI services for the civil engineering design, as permitted and advertised for bid. Changes to the construction documents may require additional compensation. The scope required to deliver CEI services is outlined in detail below.

- This scope assumes a four (4) month construction period. In the event of delays and contract period is exceeded, the construction phase services will be billed on an hourly time and materials basis at the rate sheet provided;
- Client will prepare necessary document packages for submittal to TFMB and permit agencies as required.
- This Agreement includes performing all services described herein on a one-time basis, unless otherwise noted. Rework due to Town directed changes is considered supplemental services and is not included within this scope of services;
- Supplemental services outside of this scope, and when requested by the Town, may require additional compensation. Fees for individual tasks may be moved from tasks with surplus budget to those with a deficit;
- The Town's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Consultant services. Comments, if from a committee, client or multiple interested entities, must be a consolidation of all comments in order to provide clear direction to the Consultant and to avoid delays;
- Town's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Consultant services. Comments, if from a committee, multiple interested entities, or other groups shall be consolidated by the Town with clear and concise direction to the Consultant to avoid delays. Delays outside of Consultant's control shall be added to the agreed upon schedule.
- Other services are excluded from this scope of work. The scope and fees for those services may be negotiated at a later date.

Scope of Work

Task 1: Construction Administration Services and Construction Engineering Inspection Services

Task 1.1: Construction Administration Services

Consultant will assist the Town with administering the construction contract and close out/certify permits as required. Services to include assistance with requests for information (RFI), shop drawing review, contractor coordination, and progress meetings. Construction observation services will include up to three (3) hours per site visit/meeting, during the anticipated construction period. Construction observation is required to certify project completion to the Town and permitting agencies.

- Onsite meetings include one (1) kickoff meeting, four (4) progress/observation meetings and two (2) site certification walkthrough meetings;
- Review shop drawing submittals, up to one time for each submittal;
- Respond to up to three RFI's;
- Review, evaluate, and make recommendations to Town on up to three (3) change orders;
- Provide final site certification confirming construction in general conformance with the plans and specifications, as required by permit;
- Prepare "record drawings" of improvements relative to permit drawing set.

Task 1.2: Construction Engineering Inspection Services

Consultant will assist the Town with the inspection of construction activities to ensure compliance with permits and construction documents. Services to include part time inspections, measurement & payment, and review of contractor payment applications. Part time CEI services include an average of 10 hours per week during the 16-week anticipated construction period.

- Part-time inspection during construction activities;
- Review of up to five (5) pay applications.

Hourly Breakdown:

REFER TO RFQ 19-06-PW

Total Cost (of Job): *NTE: \$42,500.00*

EXHIBIT BDate: 10/22/2021COMPENSATION AND METHOD OF PAYMENT FORBAYSIDE CONSTRUCTION ADMINISTRATION (CA) SERVICES AND CONSTRUCTION
ENGINEERING INSPECTION (CEI) SERVICESSection 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	Construction Administration Services and Construction Engineering Inspection Services	\$42,500.00	NTE	
TOTAL (Unless list is continued on next page)		\$42,500.00	NTE	

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 10/22/2021, 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 10/22/2021 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 10/22/2021

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR BAYSIDE
CONSTRUCTION ADMINISTRATION (CA) SERVICES AND CONSTRUCTION ENGINEERING
INSPECTION (CEI) SERVICES

Consultant or Sub-consultant Name: DRMP, INC
(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: 10/22/ 2021

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR BAYSIDE
CONSTRUCTION ADMINISTRATION (CA) SERVICES AND CONSTRUCTION
ENGINEERING INSPECTION (CEI) SERVICES

CONSULTANT OR SUB-CONSULTANT NAME: DRMP, INC.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: 10/22/ 2021

TIME AND SCHEDULE OF PERFORMANCE FOR
BAYSIDE CONSTRUCTION ADMINISTRATION (CA) SERVICES AND CONSTRUCTION
ENGINEERING INSPECTION (CEI) SERVICES

This EXHIBIT "C" establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
#1	Construction administration services and construction engineering inspection services	365 days	365 days

EXHIBIT D

Date: 10/22/ 2021

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR

**BAYSIDE CONSTRUCTION ADMINISTRATION (CA) SERVICES AND CONSTRUCTION
ENGINEERING INSPECTION (CEI) SERVICES**

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
Support of Task 1.1	Ensite					X
Support of Task 1.1	RG Architects					X

1. Requested Motion:

Meeting Date: November 15, 2021

Approve, allocate and appropriate funds in the FY22 budget, for the purchase of lights and accessory items for Bayside Park in the amount of \$112,771.25, waiving the procurement policy as these lights are manufactured by a sole-source, Sesco Lighting.

Why the action is necessary:

Authorizes the direct purchase from Sesco Lighting for dual board lights in Bayside Park.

What the action accomplishes:

Authorizes the Town Manager to execute contract documents and procure the materials.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

Attachments:

1. BAYSIDE PARK SQ061173
2. SQ061173 - BAYSIDE PARK - - TOWNFTMB - LSU
3. 2021-04-01 Times Square Park & Bayside Park - WE-EF 10 Yr Warranty
4. BAYSIDE PARK Lighting Control Submittal 2021104

Financial Impact:

\$112,771.25, Fund 41, Community Enhancement Fund

6. Alternative Action

Do not approve/authorize the purchase of lights and associated equipment.

7. Management Recommendations:

Approve and authorize the direct purchase of lighting fixtures and associated equipment from Sesco Lighting.

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 - 11/3/2021
Approved - 11/3/2021
Approved - 11/10/2021
Approved - 11/10/2021
Final Approval - 11/10/2021



October 4, 2021
Transmittal Sheet

Project: BAYSIDE PARK - SQ061173

PREPARED FOR:

MARTEN - FT MYERS
RG ARCHITECTS

PREPARED BY:

SESCO LIGHTING - FT MYERS
BILL SNYDER



Project: BAYSIDE PARK - SQ061173

Contents - October 4, 2021

Type	Factory	Description
LA	WE-EF	611-3027-SP10-5CE+P
LA	WE-EF	697-8072
LB	WE-EF	665-3320-MOD-RGBW/3K-SP10-5CE+P
	WE-EF	400-9009
LC-40'	Q-Tran	RGBW24/6-WET-RGBW-30-BW-XX-WH-CL2-XX
LC-40'	Q-Tran	WIDE-ST-PL-CL-NI-98.43"
LC-40'	Q-Tran	Q-VAULT-5
LC-40'	Q-Tran	Q-SET-ELED-200-UNV/24+DMX
SL	VISIONAIRE LIGHT	LSO-M-T3-32LC-5-TS/16LC-10-3K-UNV-PTS-SL-5PINPER-DIM
SL-P	Lumca	AP04-10-WB11-AG-BEN-D-GFR
S1	BEGHELLI USA	BS100LED-PG-4HT-LO-WT40-120-277V-SM

**ETC130-GB-CC LED****185-3390** (previous product code: 611-3027 for reference only!)

1/7

we-ef**Description**

RGBW/RGBA Color Changer. IP69K, Class I. IK10+. Stainless steel construction including PCS hardware. Suitable for flush installation in concrete or earth. Silicone rubber gasket. Safety glass lens; max. load 5 tonnes (11,000 lbs). Luminaire can be driven over at low speed. Factory-sealed termination chamber complete with cable gland and 3 ft of flexible PVC free, gel-impregnated anti-wicking cable. Cable gland with spiral cable bending protection. Integral driver in thermally separated compartment. 'No tool' removable gear/lens tray. CAD-optimized optics for superior illumination and glare control. OLC® One LED Concept. Factory-installed LED circuit board with WE-EF Color Boost Technology. DMX interface. Gimbal mounted, 360° rotatable and 30° tiltable. The concrete-pour installation blackout is supplied as standard with luminaire. Optional with Anti-Slip ceramic Coating ASC to DIN 51130 (Trip Classification 10) available on request. Specify product with 7 Digit product code. (Other accessories, such as mounting, optical, and electrical, must be specified separately.) Example: XXX-XXXX + XXX-XXXX (Accessories)

Beam Type symmetric, medium beam [M]**Light Source** LED-12/19W - RGBW**CRI** 20**Gear Type** electronic gear**Nominal Luminous Flux (lm)**

LED Lumens 160 lm

LEDs 12

Total Lumens 1920 lm

Tj 85 °C

Delivered Lumens Flux (lm)

LED Lumens 110.6 lm

Total Lumens 1327.4 lm

Ta 25 °C

Rated Input Power 23 W

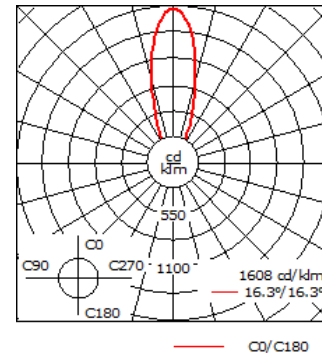
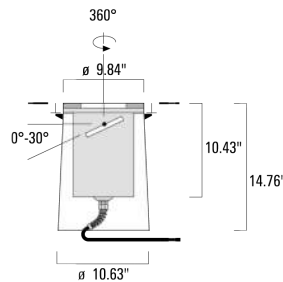
****Factory Modifications for specific project requirements included. See custom factory drawing included in submittal**

****10 year factory warranty on all electronics and finish**

**ETC130-GB-CC LED**

185-3390 (previous product code: 611-3027 for reference only!)

2/7

we-ef**Material Specification**

Body:	Luminaire body constructed of deep drawn stainless steel. Outer housing composite material.
Weight (lbs):	18.20
Lens:	5/8" thick clear tempered glass lens. Max. load 5000kg/11,000 lbs.
Colours:	Stainless Steel
IP69K	The Highest Ingress Protection Rating Available!
ETL	ETL, UL-1598 equivalent, CSA-C22.2#250.0. Suitable for Wet Locations.
Gasket:	Silicone rubber gasket
Fasteners:	PCS Polymer Coated Stainless Steel Hardware
Ingress protection:	IP69K - HIGHEST PROTECTION RATING AVAILABLE
Impact protection:	IK10+
Surge protection:	Integral 10kV Surge Protector
Mounting:	Suitable for installation in concrete or earth. Suitable for walk-over and DRIVE-OVER applications. Proper drainage and foundation support must be provided.
Listings:	ETL, UL-1598, CSA-C22.2#250.0. Suitable for Wet Locations.

Electrical Specification

Power supply:	Integral DMX 120V-277V Driver.
Power factor:	> 0.9
Driver / Ballast:	Integral EC electronic converter
Cable:	5C DMX Cable 10' Length

Lifetime

Ta=25°/40° L90B10 > 90000h

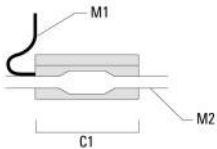
Sealable junction box

697-8072 (previous product code: — for reference only!)



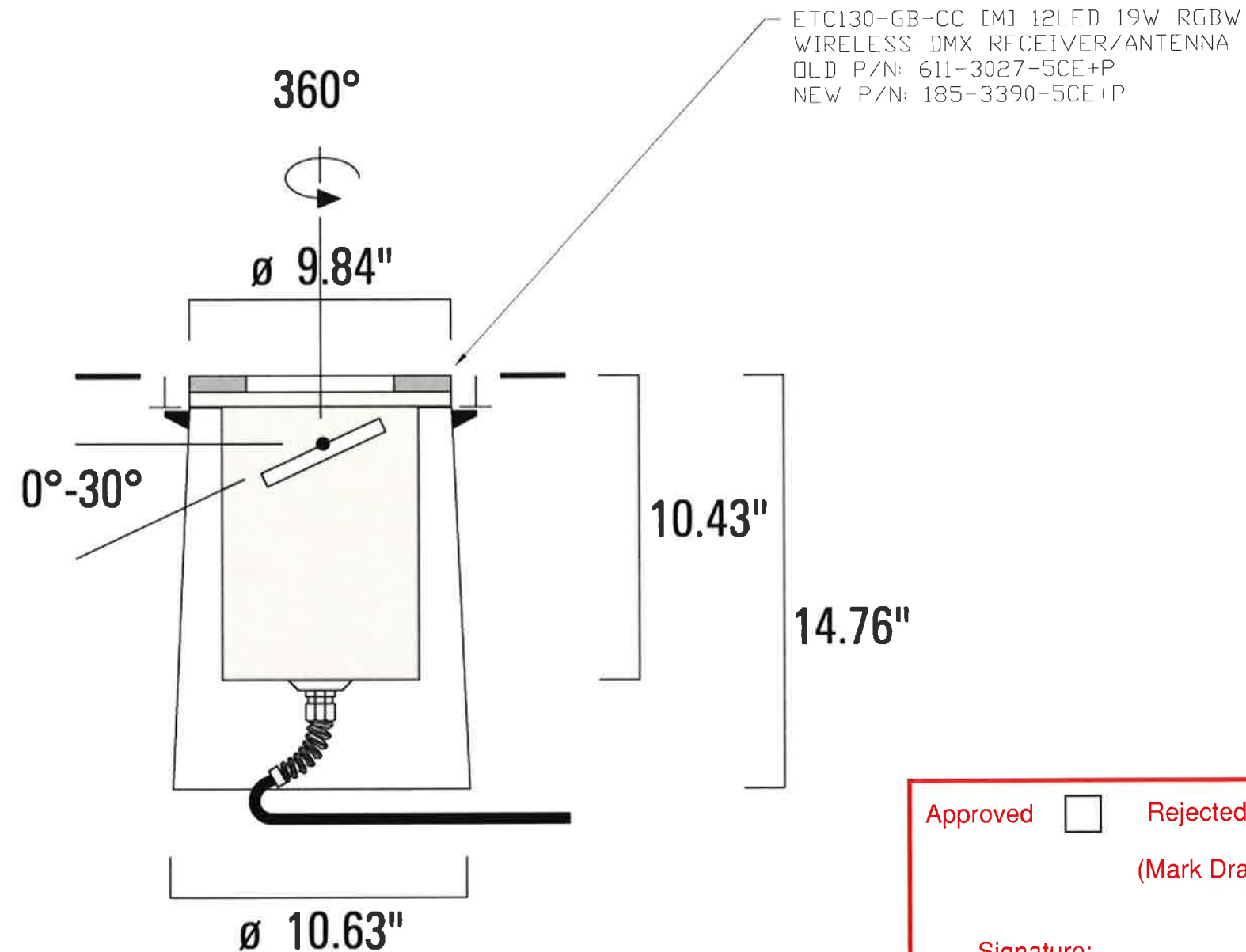
1/1

Sealable junction box
SJB sealable junction box, for inground mains connection. Provided with 3 UL4860 connectors



	C1	M1	M2
 697-8072 Sealable junction box SJB 130	5.75	Ø 0.39	Ø 0.47 - 0.75

NOTES:
TYPE LA
QTY: 17
FINISH: STAINLESS STEEL
INCLUDES SBJ-130 (QTY: 17)
P/N: 185-1624



Approved	☐	Rejected	☐
(Mark Drawing w/ Changes)			
Signature: _____			
Printed Name: _____			
Company: _____			
Date: _____			

TOLERANCE TABLE	
Angles	+/- 0.5 deg
Hole Dia.	+/- 0.005"
0.X	+/- 0.050"
0.XX	+/- 0.030"
0.XXX	+/- 0.015"

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Job Name	TYPE
Bayside Park Plaza	-
Customer	DRAWING POSITION NO. 001
Sesco	SCALE A4
DRAWING NO. C-XXXXX-XXX-SESCO-061021	TOLERANCE SEE TABLE
FLAT PROJECTION	
FIRST ANGLE PROJECTION	
DRAWN M. McKenna	DATE 10/08/2021
APPROVED	DATE --/--/----
#MODIFICATION/SBJCT. OF MODIFICATION/APPROVED BY/DATE	

Submitting Agency:

SESCO
LIGHTINGFORT MYERS
1500 Colonial Blvd., Ste 100
Ft. Myers, FL 33907
P: (239) 274-3759
F: (239) 274-3769Description: **665-3320-MOD-RGBW/3K-SP10-5CE+P**Project: **BAYSIDE PARK - SQ061173**

Notes:

Type:

LB

Cat No. 665-3320-MOD-RGBW/3K-SP10-5CE+P

FLC131 LED

665-3320

1/9

TYPE

we-ef**Description**

IP66, Class I, IK07. Marine-grade, die-cast aluminum alloy. 5CE superior corrosion protection including PCS hardware. Silicone CCG® Controlled Compression Gasket. Safety glass lens. Integral EC electronic converter in thermally separated compartment. CAD-optimized optics for superior illumination and glare control. OLC® One LED Concept. Factory-installed LED circuit board with WE-EF Colour Boost Technology. DMX interface. The luminaire is factory-sealed and does not need to be opened during the installation.

Factory Modifications:

DMX RGB+W Interface

5CE+P

10-year warranty (finish and electronics)

Surge protection

RGB+W (White LED emitter shall be 3000K)

Beam Type symmetric, medium beam [M]**Light Source** **LED-12/19W - RGBW/3K****CRI** 80**Gear Type** electronic gear**Nominal Luminous Flux (lm)**

LED Lumens 160 lm

LEDs 12

Total Lumens 1920 lm

Tj 85 °C

Delivered Lumens Flux (lm)

LED Lumens 110.6 lm

Total Lumens 1327.4 lm

Ta 25 °C

Rated Input Power 23W

****Factory Modifications for specific project requirements included. See custom factory drawing included in submittal**

****10 year factory warranty on all electronics and finish**



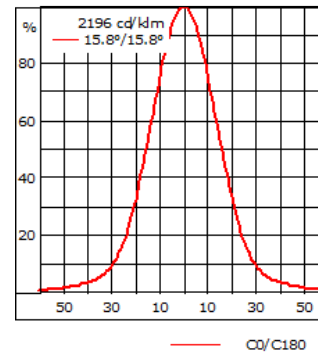
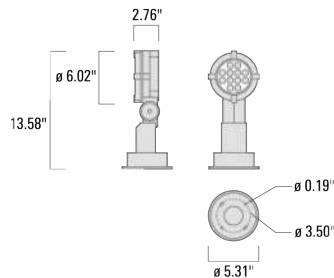
Cat No. 665-3320-MOD-RGBW/3K-SP10-5CE+P

FLC131 LED

665-3320

2/9

TYPE

we-ef**Material Specification**

Body:	Marine-grade, die-cast aluminium alloy
Weight (lbs):	2.50
Lens:	Safety glass lens
Colours:	RAL9004 Black RAL9007 Grey Metallic RAL9016 White RAL8019 Dark Bronze

Quick Ship

Quickship features a one week ship time for Steplights and two week ship time for the rest of our Core products. All applicable information must be included for orders to be processed and colours must be in one of our 4 standard finishes. A maximum order quantity of 30 pieces applies.

Gasket:	Silicone rubber gasket
Fasteners:	PCS polymer coated stainless steel
Ingress protection:	IP66
Impact protection:	IK07
Corrosion protection:	5CE
Mounting:	Suitable for installation over a 4" recessed junction box, or direct to short post, planted root, or pipe clamps.
Listings:	ETL listed. Suitable for wet locations.

Electrical Specification

Power supply:	Integral [ECG] electronic driver 120V-277V. 0-10V dimmable, to be specified with order.
Driver / Ballast:	Integral EC electronic converter in thermally-separated compartment.

Lifetime

LED >60,000 h Ta 25°(L70/B10)

Control gear >50,000 h Ta 25°



Cat No. 665-3320-MOD-RGBW/3K-SP10-5CE+P

FLC131 LED

665-3320

3/9

TYPE

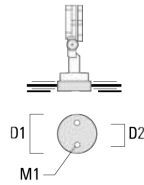
we-ef

Mounting Accessories

Junction box JB1

All mounting accessories are made from marine-grade, die-cast aluminium alloy unless otherwise noted. IP55.

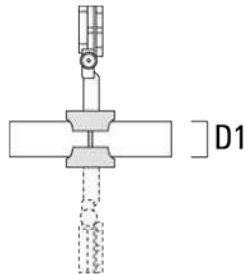
	D1	D2	M1	Weight (lbs)
665-9331 JB1 Junction box	5.3	2.6	9mm	1.60 lbs



Pipe clamp SP

Pole clamps made from die-cast aluminium with stainless steel hardware. For mounting of one or two floodlights.

	D1	Weight (lbs)
665-9311 SP1-2/M8 Pipe clamp, single (Ø 1.5"-2.36").50-2.36		1 lbs





Cat No. 665-3320-MOD-RGBW/3K-SP10-5CE+P

FLC131 LED**665-3320**

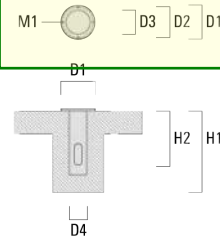
5/9

Planted root

Planted root made from hot dipped galvanized steel. Includes mounting hardware.

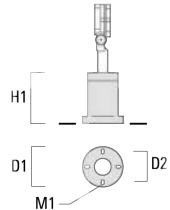
TYPE

we-ef

	D1	D2	D3	D4	H1	H2	M1	Weight (lbs)
 665-9302 Planted root ESV4	5.71	5.12	4.02	4.25	15.75	13.78	8	7.05 lbs
								

Short post EM

Short posts made from die-cast aluminium with concealed stainless steel hardware. For mounting of one floodlight.

	D1	D2	H1	M1	Weight (lbs)
 665-9301 EM1-2/M8	6.3	5.12	7.87	0.35	3.00 lbs
					

Optical Accessories**Softening Lens**

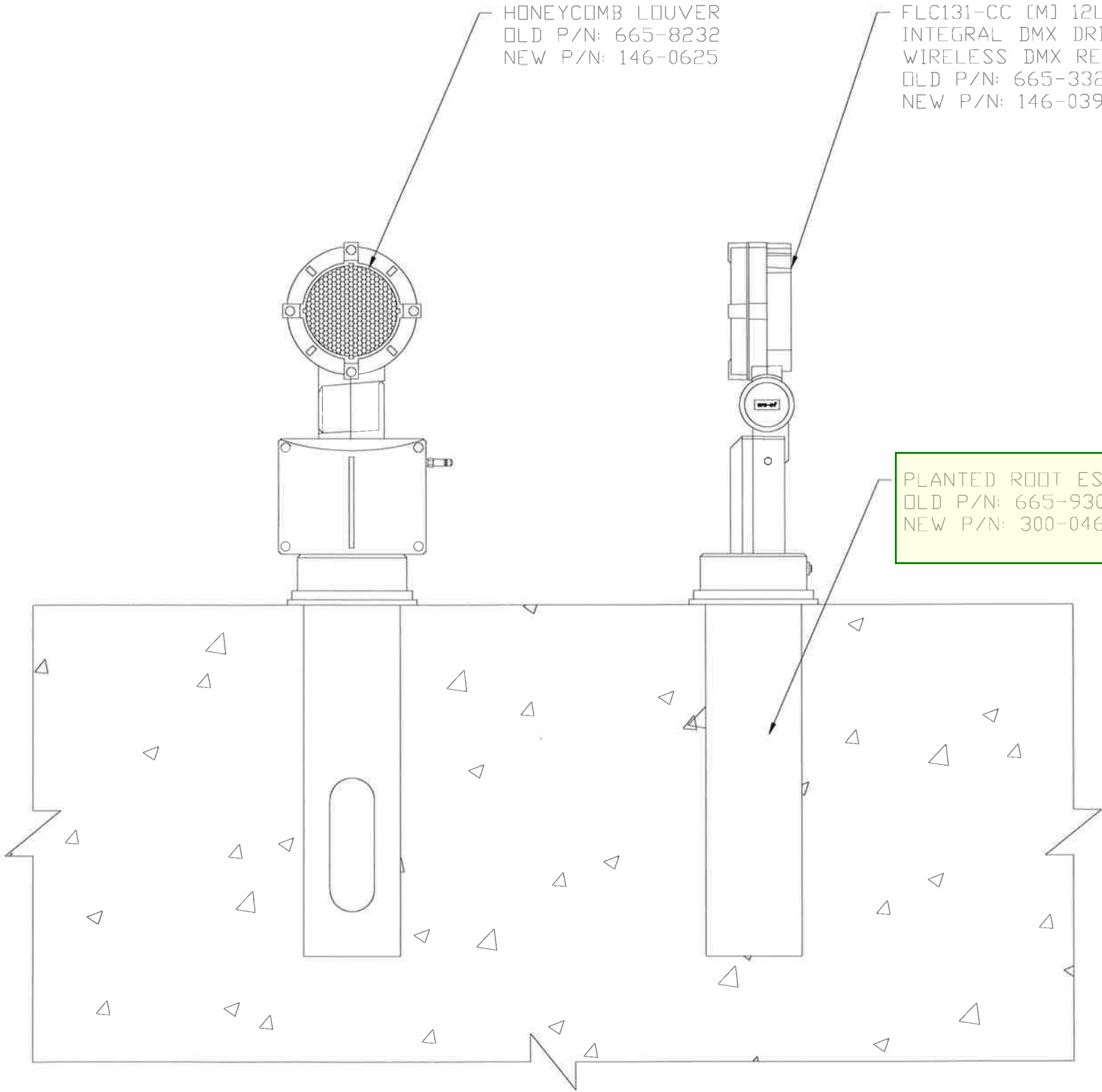
Softens light distribution in all planes. Reduces light intensity and improves visual comfort. Will slightly widen the native light distribution. Does not fit in combination with [B] lens. A maximum of one internal optical accessory.

NOTES:

HONEYCOMB LOUVER
OLD P/N: 665-8232
NEW P/N: 146-0625

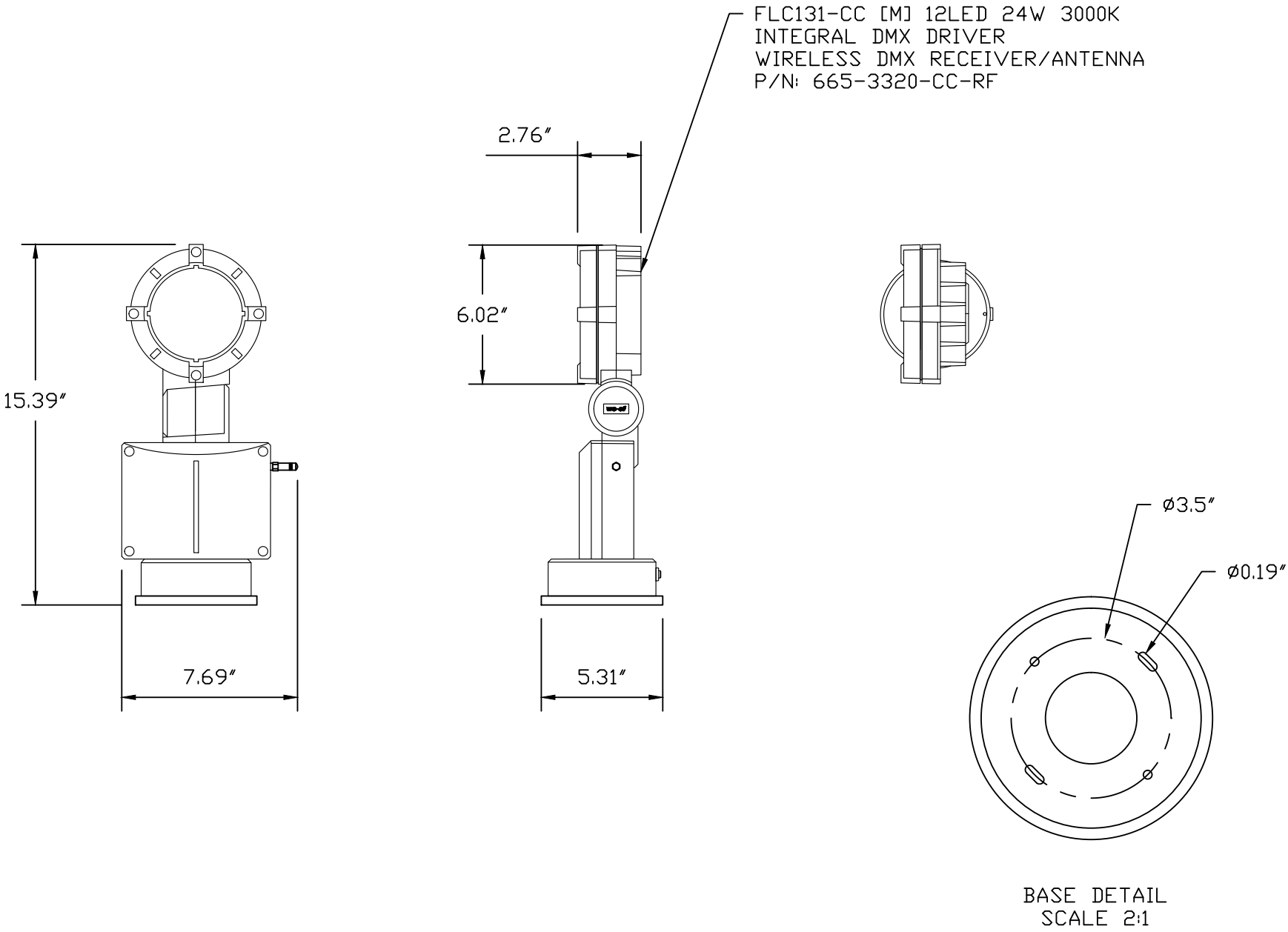
FLC131-CC [M] 12LED 24W 3000K
INTEGRAL DMX DRIVER
WIRELESS DMX RECEIVER/ANTENNA
OLD P/N: 665-3320-MOD-RGBW/3K-5CE+P
NEW P/N: 146-0399-MOD-RGBW/3K-5CE+P

PLANTED ROOT ESV4
OLD P/N: 665-9302
NEW P/N: 300-0461



TOLERANCE TABLE	
Angles	+/- 0.5 deg.
Hole Dia.	+/- 0.005"
0.X	+/- 0.050"
0.XX	+/- 0.030"
0.XXX	+/- 0.015"

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Job Name Bayside Park Plaza	TYPE —
Customer Sesco	DRAWING POSITION NO. 003
	SCALE A4
DRAWING NO. C-XXXXX-XXX-SESCO-031621	TOLERANCE SEE TABLE
FLAT PROJECTION	
FIRST ANGLE PROJECTION	
DRAWN M. McKenna	DATE 10/08/2021
APPROVED	DATE --/------
#MODIFICATION/SBJCT. OF MODIFICATION/APPROVED BY/DATE	



NOTES:

QTY: 50

FINISH: RALXXXX

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Job Name	TYPE
Times Square Plaza	—
Customer	DRAWING POSITION NO.
	002
Sesco	SCALE
	A4
DRAWING NO.	TOLERANCE
C-XXXXX-XXX-SESCO-031621	SEE TABLE
FLAT PROJECTION	
FIRST ANGLE PROJECTION	
DRAWN	DATE
B. Smith	3/16/2021
APPROVED	DATE
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#MODIFICATION/SBJCT. OF MODIFICATION/APPROVED BY/DATE	
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TOLERANCE TABLE		
Angles	+/-	0.5 deg.
Hole Dia.	+/-	0.005"
0.X	+/-	0.050"
0.XX	+/-	0.030"
0.XXX	+/-	0.015"

Submitting Agency:  FORT MYERS 1500 Colonial Blvd., Ste 100 Ft. Myers, FL 33907 P: (239) 274-3759 F: (239) 274-3769	Description: 400-9009 Project: BAYSIDE PARK - SQ061173 Notes:	Type:
---	--	--------------

FLC230 LED COLOR CHANGER

Floodlights



22/24

DMX Combination Cable

 **400-9013** DMX Combination Cable



DMX Wireless Transceiver

 **400-9009** DMX Wireless Transceiver



NOTES:
QTY: 2



DMX WIRELESS TRANSCIEVER
INCLUDES HIGH GAIN 6dBi ANTENNA
P/N: 400-9009

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Job Name		TYPE	
Bayside Park Plaza		—	
Customer		DRAWING POSITION NO.	
		004	
Sesco		SCALE	
		A4	
DRAWING NO.		TOLERANCE	
C-XXXX-XXX-SESCO-031621		SEE TABLE	
FLAT PROJECTION			
FIRST ANGLE PROJECTION			
First Angle Projection			
DRAWN		DATE	
M. McKenna		10/08/2021	
APPROVED		DATE	
—		—/—/—	
#MODIFICATION/SBJCT. OF MODIFICATION/APPROVED BY/DATE			
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TOLERANCE TABLE		
Angles	+/-	0.5 deg.
Hole Dia.	+/-	0.005"
0.X	+/-	0.050"
0.XX	+/-	0.030"
0.XXX	+/-	0.015"



Cat No. 665-3320-MOD-RGBW/3K-SP10-5CE+P

FLC131 LED

665-3320

6/9

TYPE

we-ef**C1**i: **665-8140** IO-360

4.33



C1

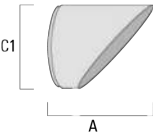
Glare shield

Glare shield made from corrosion resistant aluminium. Inner surfaces matt black powdercoated.

A**C1**i: **665-9232** Glare shield ES

4.33

3.94



C1

A

Honeycomb louvre

Honeycomb louvre, matt black Teflon® coated. For luminaires equipped with [M] [EE] [EES] light distribution. A maximum of one internal optical accessory.

Submitting Agency:



SESCO
LIGHTING

FORT MYERS
1500 Colonial Blvd., Ste 100
Ft. Myers, FL 33907
P: (239) 274-3759
F: (239) 274-3769

Description:

Project:

Notes:

RGBW24/6-WET-RGBW-30-BW-XX-WH-CL2-XX

BAYSIDE PARK - SQ061173

Type:

LC-40'



RGBW24/6.0

STRIP: Dynamic Color



RGBW 24/6.0 is a 24-volt, 6.0-watt/foot, energy-efficient dynamic color RGBW linear LED strip for color-changing applications. 12 diodes per 4" cut point, six diodes for RGB and six diodes for static white.

Technical Information

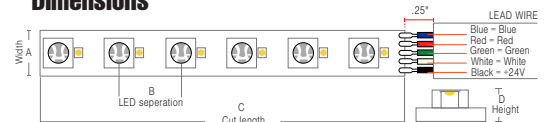
[Calculated L70 = 70000 hours]

Tested with RGBW24/6.0-DRY

CCT	Lumen/ft	Luminous Efficacy	Wavelength	Circuit Wattage
Red	37	30 Lm/W	630	1.5
Green	124	83 Lm/W	513	1.5
Blue	32	12 Lm/W	466	1.5

CCT	Lumen/ft	Luminous Efficacy	CRI Ra	CRI R9	TM30 Rf	TM30 Rg	Circuit Wattage
2700K	89	72 Lm/W	93	67	92	100	1.5
3000K	99	80 Lm/W	94	75	91	102	1.5

Dimensions



Section (in)	A	B	C	D
DRY (IP20)	0.47"	0.65"	4.00"	0.10"
DMP (IP54)	0.47"	0.65"	4.00"	0.10"
WET (IP67)	0.55"	0.65"	4.00"	0.18"

Part Number Builder

V/Watts	Rated	CCT - Lumens/CRI	Connector/ Wire In	Connector/ Wire Out	Wire Color	Wire Type	Illuminated Length (in)
RGBW24/6.0 Voltage: 24 VDC Wattage: 6.0 W/ft							
	DRY (IP20)	RGBW-27 RGBW-30	BW CLS CON6 CON24	CLS BW CON6 CON24	WH BK N/A	CL2 CL2P N/A	4"-192" OR MATCH
	DMP (IP54)	RGBW-27 RGBW-30	BW CON6 CON24	CLS BW CON6 CON24	WH BK N/A	CL2 CL2P N/A	4"-180" OR MATCH
	ENC (IP67)	RGBW-27 RGBW-30	BW CON6 CON24	CLS BW CON6 CON24	WH BK N/A	CL2 CL2P N/A	MATCH
	WET (IP67)	RGBW-27 RGBW-30	BW CON6 CON24	CLS BW CON6 CON24	WH BK N/A	CL2 CL2P N/A	4"-192" OR MATCH

PLEASE VERIFY PRIOR TO RELEASE

- **BW** comes in standard 24"- request custom length (Max 120") by writing it in inches next to "BW" in the order code box (ex. BW48)
- Wire orientation for **MATCH** will be dictated by extrusion Feed In/Feed Out selection
- **Connector/Wire In or Out** not needed to specify product. Standard configuration is BW for Wire In and CLS for Wire out
- **CL2** wire is standard non-plenum wire, **CL2P** wire is plenum rated

- 5 year warranty
- Field modifications must comply with Q-Tran's installation methods otherwise warranty is null & void

- All data has +/- 5% tolerance
- UL Listed



Submitting Agency:


SESCO
LIGHTING

FORT MYERS
1500 Colonial Blvd., Ste 100
Ft. Myers, FL 33907
P: (239) 274-3759
F: (239) 274-3769

Description:

RGBW24/6-WET-RGBW-30-BW-XX-WH-CL2-XX

Project:

BAYSIDE PARK - SQ061173

Notes:

Type:

LC-40'

RGBW24/6.0

STRIP: Dynamic Color



Compatible Extrusions

	SLIM	WIDE	ROND	TORQ	TRE3	LALO	TALO
DRY		✓			✓	✓	✓
DMP		✓			✓	✓	✓
ENC						✓	✓
WET		✓					

	ARKA	TELA	VEVE	FLUR	EMBD	LATO	MDIN
DRY	✓	✓	✓		✓		
DMP	✓	✓	✓		✓		
ENC					✓		
WET							

Connector/Wire – In/Out

BW	CON6	CON24	CLS
Bare Wire 24"	Connector 6"	Connector 24"	Not soldered

Compatible Power Supplies See website for additional power supply options

QTM-eLED+DMX	QTM-DRIVE	QOM-eLED+DMX	QOM-DRIVE



WIDE

ALUMINUM EXTRUSION



The WIDE LED extrusion is Q-Tran's widest profile extrusion, making it able to fit even our widest LEDs: RGBW. It is available in satin, black, and bronze finishes and is offered in three different lenses; clear, polar, and diffused. It has a unique plastic mounting clip, and with a clear lens, its light transmission is 97 degrees. WIDE can be configured with in-fed wires, back-fed wires, and wires from the left and right for both lead and exit, giving you more freedom with your design. Available in lengths up to 98.43".

Finish



SATIN

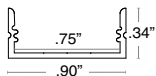


BLACK

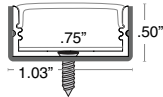


BRONZE

Dimensions



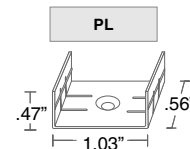
Profile



Profile with plastic mounting clip

Mounting

2 clips provided for 4' or less; 4 clips provided for greater than 4'



Plastic clip

Black clip standard with black extrusion

Part Number Builder

Product	Finish	Mounting	Lens	Type	Finished Fixture Length (in)
WIDE		PL			
	ST BK BZ		CL FR PR DF	S1 S2 S3 S4 P1 P2 P3 P4 NI	1" increments from 1" - 98.43" Tolerance +0.0"/-0.5"
				Single (Input Only) Pass through (Input/Output) Not installed (Strip not installed in factory)	98.43"

- Field modifications must comply with Q-Tran's installation methods otherwise warranty is null & void
- UL Listed when assembled with STRIP LEDs at Q-Tran
- Surface mount

- Suitable for installation in the storage area of a clothes closet when assembled as a fixture at Q-Tran facility (Not applicable for encapsulation or LED strips exceeding 4W/ft)
- Metallic end caps with white interior





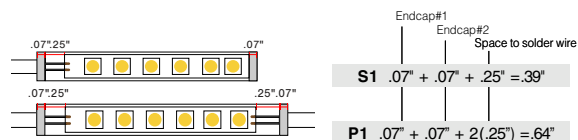
WIDE

ALUMINUM EXTRUSION

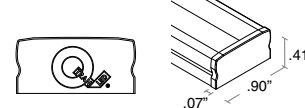
Compatible Strips

	STATIC WHITE (SW)	STATIC WHITE INDIVIDUALLY ADDRESSABLE (SW-IA)	STATIC WHITE STOCKING DISTRIBUTOR (SD-SW)	STATIC WHITE HIGH EFFICACY (SW-HE)	STATIC WHITE HIGH EFFICACY PLUS (SW-HE+)	DYNAMIC WHITE (DW)	DYNAMIC WHITE HIGH EFFICACY (DW-HE)	STATIC COLOR (SC)	RGB	RGBW	RGBW HIGH EFFICACY (RGBW-HE)
	1.5W/ft 3.0W/ft 4.0W/ft 5.0W/ft 6.0W/ft	5.0W/ft	2.0W/ft 4.0W/ft 6.0W/ft	1.5W/ft 3.0W/ft 6.0W/ft 9.0W/ft	3.0W/ft 6.0W/ft	6.0W/ft	3.0W/ft 5.0W/ft 8.0W/ft	5.0W/ft	6.0W/ft	6.0W/ft	4.0W/ft 6.0W/ft
DRY	✓	✓	✓	✓ Not compatible with 9.0	✓	✓	✓	✓	✓	✓	✓ Not compatible with 8.0
DMP	✓ Not compatible with 6.0			✓ Not compatible with 9.0		✓	✓ Not compatible with 8.0	✓	✓	✓	✓ Not compatible with 8.0
ENC											
WET	✓ Not compatible with 6.0		✓ Not compatible with 6.0	✓ Not compatible with 9.0	✓	✓	✓ Not compatible with 8.0	✓	✓	✓	✓ Not compatible with 8.0

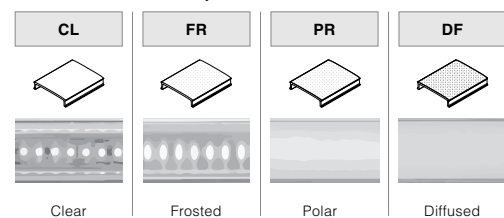
Length (in) Add to nominal LED length for fixture length



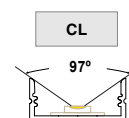
End Caps



Lens with LED visibility

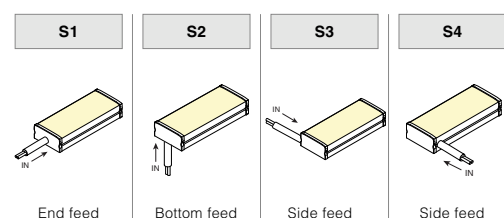


Cut Off

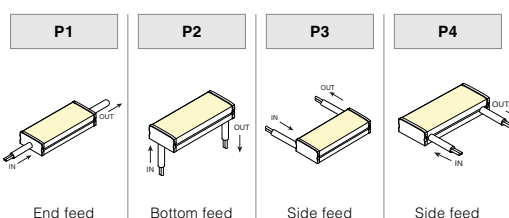


Type

SINGLE (Input only)



PASS THROUGH (Input/Output)





Q-VAULT-5

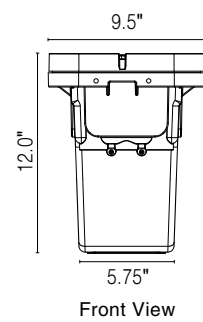
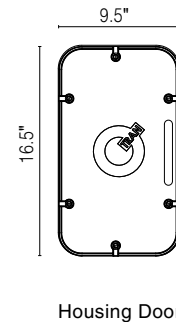
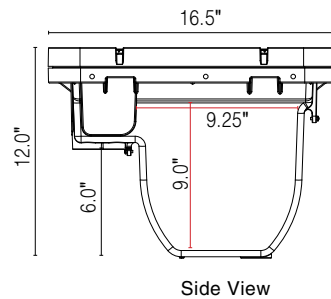
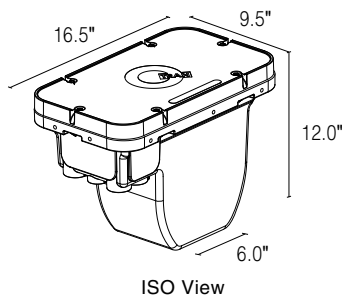
Accessories - Power Supplies



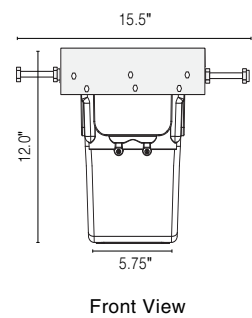
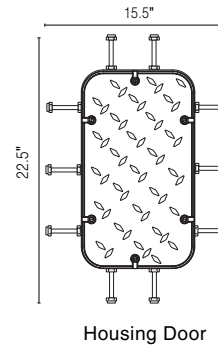
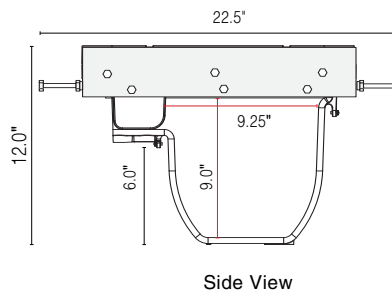
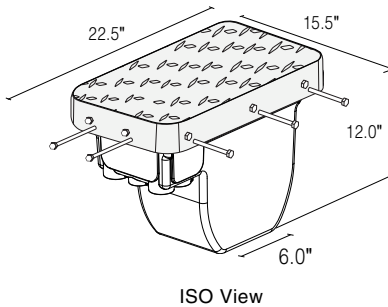
The industry's only IP68 wet-listed direct burial transformer/power supply center and winner of the 2008 Lightfair Innovation Award for excellence in product design. Having the opportunity to directly bury your low-voltage transformer/power supply center and hide it in the dirt or even concrete, the designer has the liberty to design a landscape without constraint. The Q-VAULT-5 is made to house up to two 12V/24V Q-SET magnetic or electronic power supplies with up to 900W AC or 600W DC, or the Q-MOD 300W LV Splice Kit. The Q-VAULT-5 is completely watertight and comes with complete installation instructions and an easy-to-use sealing kit to ensure a proper installation. The Q-VAULT-5 is the most reliable direct burial power supply enclosure on the market and is pool & spa rated with the Q-SET 1, 2, and 3.

Dimensions

STANDARD



LAWN GUARD RING / CONCRETE POUR RING



Part Number Builder

Product	Plate Cover Options	Ring Options
Q-VAULT-5	BK SS BZ	ST LR CR

Submitting Agency:


SESCO
LIGHTING

FORT MYERS
1500 Colonial Blvd., Ste 100
FL Myers, FL 33907
P: (239) 274-3759
F: (239) 274-3769

Description:

Q-VAULT-5
BAYSIDE PARK - SQ061173

Project:

Notes:

Type:

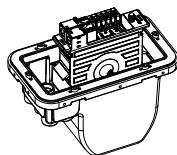
LC-40'


Q-VAULT-5

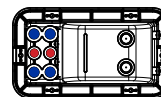
Accessories - Power Supplies

Features

Fits	1	Up to 2
Q-SET-1		•
Q-SET-2	•	
Q-SET-3	•	
Q-SET-eLED		•
Q-SET-mLED		•



Knock Outs (in)	NPT KO's
1/2"	2
3/4"	4



Bottom View

Plate Cover Options



Accessories

Mounting

Product	Sold In	Qty.
Perforated Drain Pipe	1	
Stabilizing Bars	2	



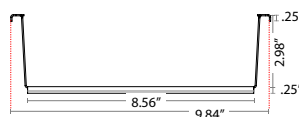
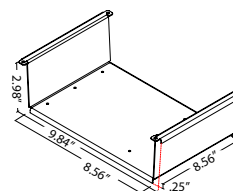
Perforated Drain Pipe



Stabilizing Bars

Tray Options

Product	Sold In	Qty.
Black (Standard)	1	

NOTE: Not UL Listed

 Black (Standard)
Front View

 Black (Standard)
ISO View

Kits

Product	Qty.
Q-VAULT installation Kit	

Q-VAULT installation kit



- 1x Epoxy pack
- 1x Epoxy application syringe
- 1x Wad of watertight putty
- 1x Desiccant pouch
- 1x Silver marker
- 1x Installation instructions
- 1x Drilling guide label
- 1x Hex tool
- 4x Wire ties



Q-SET-eLED

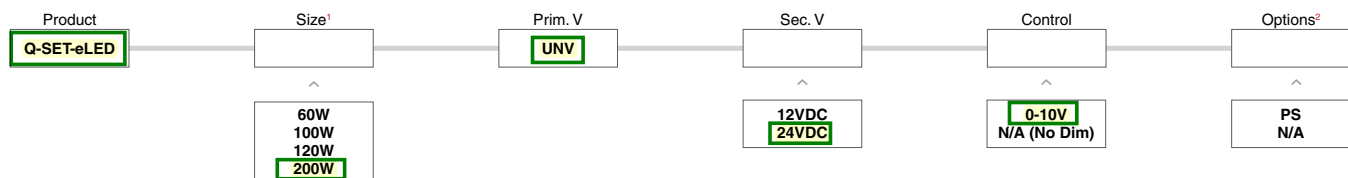
LED POWER SUPPLY 60W–200W



Q-SET-eLED is Q-Tran's direct burial and outdoor rated electronic power supply, utilizing the Xitanium driver from Advance. These drivers provide a 12VDC or 24VDC, constant voltage output, with optional 0-10V dimming modules.



Part Number Builder



Technical Information

¹ Size

Size	Max Load (Watts)	Secondary Voltage (12/24VDC)	Max Prim Amps @ 120V	Max Prim Amps @ 277V
60W	1x60W	12VDC	0.90A	0.4A
120W	2x60W	12VDC	1.40A	0.6A
100W	1x100W	24VDC	1.1A	0.5A
200W	2x100W	24VDC	2.2A	1.0A

² Options

PS Pool & Spa

Voltage Drop Chart

VDC	Watts (W)	10 AWG (5.6mm ²)	12 AWG (3.3mm ²)	14 AWG (3.0mm ²)	16 AWG (1.3mm ²)	18 AWG (0.78mm ²)	20 AWG (0.50mm ²)	22 AWG (0.33mm ²)	24 AWG (0.22mm ²)	26 AWG (0.13mm ²)
12	12	631'	397'	250'	157'	99'	62'	39'	25'	15'
	25	231'	145'	91'	57'	36'	23'	14'	9'	6'
	60	14'	9'	6'						
24	17	1795'	1129'	710'	446'	281'	177'	111'	70'	44'
	25	1134'	713'	449'	282'	177'	112'	70'	44'	28'
	40	619'	389'	245'	154'	97'	61'	38'	24'	15'
	80	261'	164'	103'	65'	41'	26'	16'	10'	6'
	100	168'	106'	67'	42'	26'	17'	10'	7'	

*Distances are based on a 5% Voltage drop max.

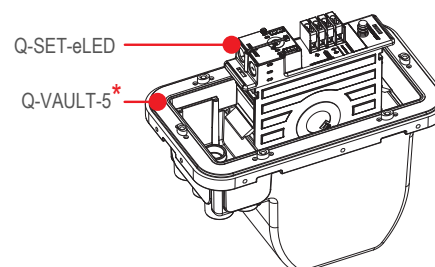
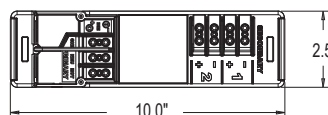
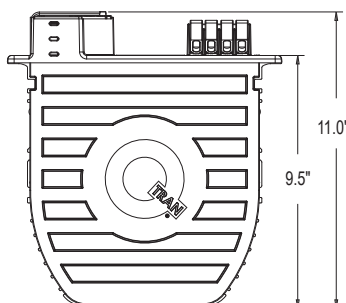
- This product must be installed in accordance with the applicable installation code by a person familiar with the construction and operation of the product and the hazards involved
- If dimming with optional 0-10V dimming module, use a dimmer rated for 0-10V operation





Q-SET-eLED

LED POWER SUPPLY 60W–200W



(Must be purchased with Q-VAULT-5)

* One Q-VAULT-5 can fit two Q-SET-eLED

Housing

- Dimensions: 11.0"L x 10.0"W x 2.5"D
- Q-VAULT-5 enclosure can fit up to two Q-SET-eLED
- Q-VAULT-5 is IP68 rated

Performance

- Power supply shall be rated for outdoor and direct burial use in Q-VAULT-5 IP68 Listed direct burial enclosure
- Fully rated to operate low voltage load at listed wattage (No Derating Required)
- Limit voltage regulation to 5% or less of rated output voltage
- Universal input range of 120-277 Vrms
- Rated for:
 - CSA Class 3425 15 and Class 3425 95 - Landscape Lighting System Components
 - CSA Class 3426 04 and Class 3426 94 - Low Voltage Lighting Systems
- Terminal blocks shall be made of tin plated copper with a voltage rating of 300V and a current rating of 50A
- Short Circuit Protection (SCP)
- Overload Protection (OLP)
- Live tested by manufacturer to ensure proper operation
- Housing for direct burial fixtures shall be IP68 Rated, with all sealing materials supplied by the manufacturer
- Housing for direct burial fixtures shall be rated for burial in soil, gravel and concrete

- Limited output voltage and current, plus isolation for safe operation
- Dimmable w/additional 0-10V dimming module
- Fully potted driver(s) for moisture resistance
- Suitable for dry, damp, and wet locations
- Primary voltage - universal (120-277V)
- Wide operating temperature range: 4°F to 104°F
- Fits up to (3): 60W 12VDC or (3):100W 24VDC driver(s) and 0-10V dimming module(s) in the same housing

- 5 year warranty
- Class 2 output
- CSA #239924

Low Voltage Lighting Systems

: CSA Class 3426-04 and Class 3426-94

: CSA Standard C22.2 No. 250.0-08 - Luminaires

: ANSI/UL Standard 2108 - Low Voltage Lighting System

Landscape Lighting Systems

: CSA Class 3425-15 and Class 3425-95

: CSA Standard C22.2 No. 250.7-07 - Extra-Low-Voltage Landscape Lighting Systems

: ANSI/UL Standard 1838 - Low Voltage Landscape Lighting Systems

: ANSI/UL Standard 379-Power Units for Fountain, Swimming Pool, and Spa Luminaires





Q-SET-eLED

LED POWER SUPPLY 60W–200W



Specifications

Input	12VDC			24VDC		
Input Voltage (Vrms)	120	230	277	120	230	277
Input Current, max (Arms)	0.58	0.30	0.30	0.98	0.51	0.42
Inrush Current, max* (Apk)	---	---	---	45	90	100
Input Frequency (Hz)	50/60			50/60		
Input Power (W)	70			177		

Output	12VDC	24VDC
Output Voltage, nom (V)	12	24
Output Current (A)	5.0	4.1
Output Power (Wmax)	60	100
Dimming 0-10V, max	2mA	

Environmental	Min	Nom	Max	Min	Nom	Max
THD (%)	---	---	20	---	---	20
PF (%)	0.9	---	---	0.90	---	---
Case Temp (°C)	---	---	90	---	---	90

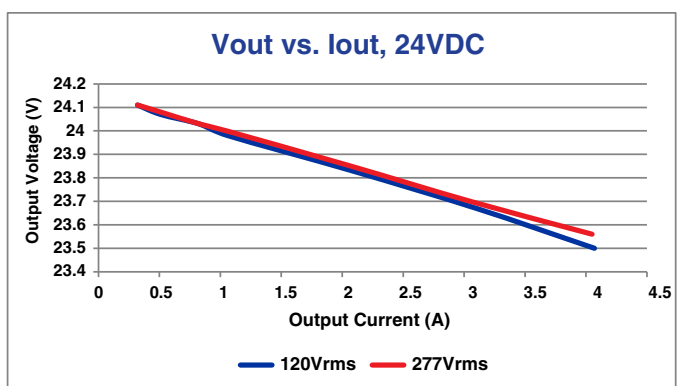
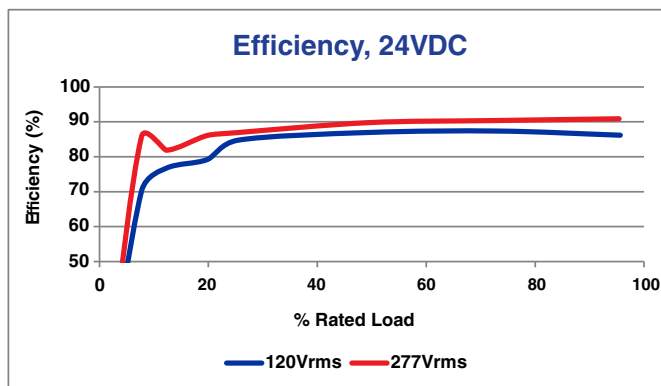
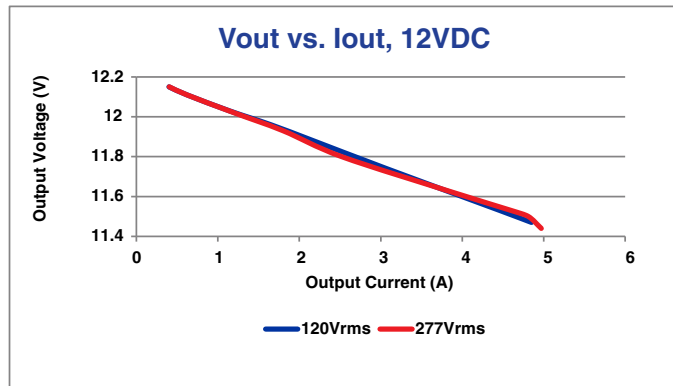
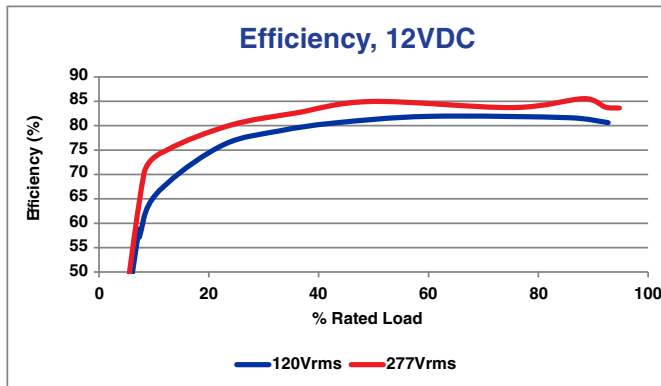
* - 200us event

Protections

- Short Circuit Protection (SCP)
- Overload Protection (OLP)

Compliance

- EMI Spec : FCC 47 Part 15
: CISPR 15
: CISPR 22 Class A
- CSA Certified : UL-2108
: UL-8750
: CSA C22.2 No 250.7-07
: CSA C22.2 No 250.0-08



Submitting Agency:



SESCO
LIGHTING

FORT MYERS
1500 Colonial Blvd., Ste 100
FL Myers, FL 33907
P: (239) 274-3759
F: (239) 274-3769

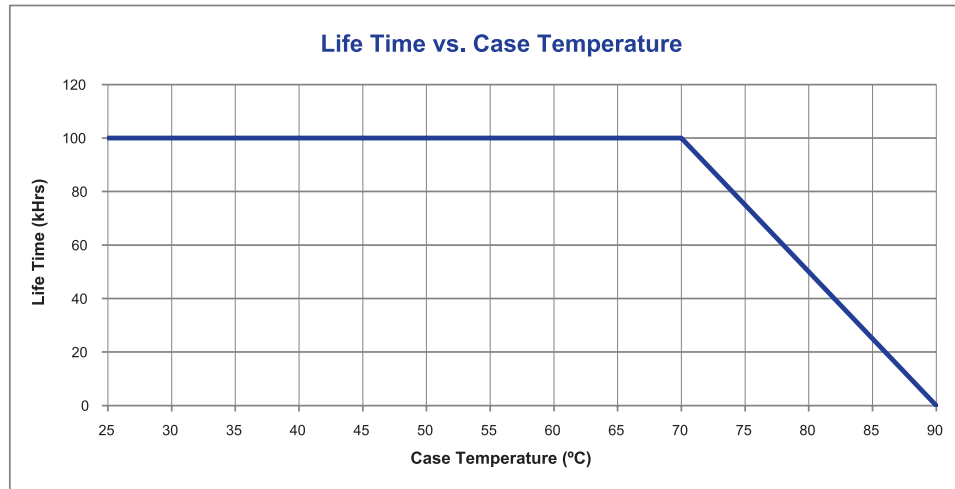
Description: **Q-SET-ELED-200-UNV/24+DMX**
Project: **BAYSIDE PARK - SQ061173**
Notes:

Type:

LC-40'

Q-SET-eLED

LED POWER SUPPLY 60W–200W





LUSSO M-PT LED Specifications



Project Name:

Catalog Number:

Type:

Contemporary design meets the new generation of LED green technology in this stunning luminaire, the **Lusso**. The Lusso series provides over fifty percent energy savings over traditional HID light sources; and offers excellent beam control and LED life beyond 100,000 hours.

The Lusso is offered in Seven optical distributions.

The Lusso fully-sealed housing features an exceptionally well-designed thermal management system that provides superior heat dissipation.

The Lusso fixture is built with cast aluminum.

The **Lusso** is the perfect compliment to any university campus, business park, or walkway project where contemporary, architectural design is desired.

Ordering Information

MODEL	OPTICS	SOURCE	CURRENT	KELVIN	VOLTAGE	MOUNTING	FINISH	OPTIONS
LSO-M	T1 Type 1	32LC	3 350 mA	TS 590 nm	UNV 120-277V	PTS Post Top Single Arm	BZ Bronze	PER 5PINPER
	T2 Type 2		5 530 mA			PTD Post Top Double Arm	BK Black	7PINPER 3, 5, or 7 Pin Photo Receptacle w/shorting cap *Requires Dimming Driver
	T3 Type 3					The Lusso Medium Post Top will slip over a 3" O.D. X 4" Tall tenon	SBK Smooth Black	WSC-8 8' Mounting Height
	T4 Type 4	16LC	7 700 mA	3K 3000K			WH White	WSC-20 9-20' Mounting Height
	T5 Type 5		10 1050 mA	4K 4000K			SWH Smooth White	The WSC option will require (1) F-SIR 100 remote for programming
	T5W Type 5 Wide			5K 5000K			GP Graphite	DIM 0-10v Dimming Driver
	T5WR Type 5 Wide Round						GY Grey	VWC Visionaire Wireless Controls Consult Factory
							SL Silver Metallic	LS Light Shield
							CC Custom Color	DC Dual Circuit

Features & Specifications

LUSSO M-PT

Housing

The Lusso housing is constructed from durable, corrosion-resistant, cast aluminum. The Cast aluminum top cap is easily removable for service. Silicone gasketing is provided for complete weather and insect protection.

Thermal Management

The Lusso provides excellent overall thermal management by maximizing the efficiency of the heat sink in the fixture. This enables the Lusso Array to withstand higher ambient temperatures and higher drive currents without degrading LED life.

Optical System

- The highest lumen output LEDs are utilized. High-performance acrylic optics feature industry leading Type 1, 2, 3, 3, 4, 4A, 5, and 5WR optical distributions. Acrylic optics are impact-resistant and rated to 94 percent translucence.
- L70 life of our LEDs is rated over 100,000 hours.
- CRI values are 70.

Quali-Guard® Finish

- Fixture components are chemically pretreated through a multiple-stage washer, and finished with an electrostatically-applied, thermoset polyester powder coat textured paint with a 3 to 5 millimeters thickness. Finish is oven-baked at 400 °F for maximum adherence and finish hardness.
- Available in standard and custom colors.
- Finish is guaranteed for five (5) years.

Post Top Mount

- Lusso Arrays contractor-friendly mounting hardware slips over 3" O.D. x 4" tall tenon utilizing stainless steel hardware.
- Round Internal Tenon Adaptors (RITA) are recommended for a smooth-looking connection. Standard for 4" poles, custom size required for 3" or 5" poles.

Electrical Assembly

- The Lusso Array is supplied with a high-performance driver available in 350, 530 700, and 1050. The driver is integrally-located in the housing, and is operational from 120 V through 480 V, 50 Hz to 60 Hz input.
- Power factor is 90%.
- Rated for -40° to 50°C operation.
- 10 kV surge protector supplied as standard.

Warranty

- Five (5) year Limited Warranty on entire system, including finish. For full warranty information, please visit visionairelighting.com.

Options

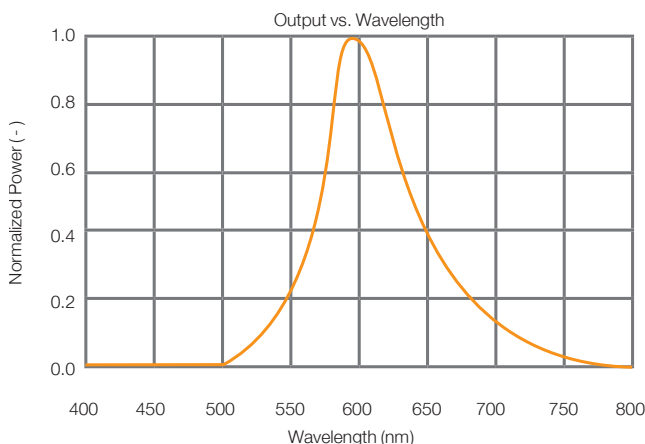
- Dual Circuit
 - Photocell Receptacle with shorting cap
 - 0-10v Dimming Driver
 - WattStopper FSP-211 Motion Sensor
 - Wireless Control
- Please consult factory for detailed custom options.

Listings

- cUL Listed
- IP65 Rated
- Powder Coated Tough™



Spectral Power Distribution





AP&FP04



Round: Ø4" (AP04)

Fluted: Ø4" (FP04)

Technical informations

Date

City / Location

Project name

Type

QTY

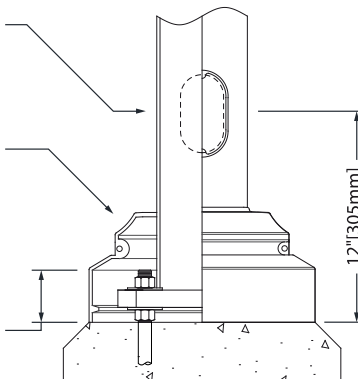
Aluminium poles c/w two-piece base covers.

Base covers:	WB11 Height: 6.25" [158mm] Base Ø: 13" [330mm]	WB2 Height: 19" [483mm] Base Ø: 17" [432mm]	WB9 Height: 17.5" [444mm] Base Ø: 15" [381mm]	WB3 Height: 21" [533mm] Base Ø: 14.5" [367mm]	WB13 Height: 29.5" [749mm] Base Ø: 15" [381mm]	WB14 Height: 42" [1067mm] Base Ø: 15" [381mm]	WB15 Height: 42" [1067mm] Base Ø: 15" [381mm]	WB16 Height: 28.75" [680mm] Base Ø: 17" [432mm]

Rolled aluminium access door
mechanically fixed to the base.

Two-piece decorative cast
aluminium base cover
mechanically secured with
stainless steel screws c/w
retaining lip sliding underneath
the base plate.

Recommended anchor bolts
projection: 3" [76mm] maximum



CONSTRUCTION

- Cast aluminium: 356.1
- Extruded aluminium: 6061-T6
- Ø4" [102mm] extruded aluminium tube,
- AP= straight or FP= fluted (8 flutes).
- Access door: 3.5" [87mm] × 5" [168mm] rolled aluminium.
- Extruded aluminium anchor base plate welded inside and outside the perimeter of the tube.
- Two-piece injection molded aluminium base cover held captive by the anchor base plate.
- Copper ground lug.
- Stainless steel hardware.
- All metallic parts are pretreated using an environmentally friendly organic phosphating technology (PLAFORIZATION) before a polyester powder coating is electrostatically applied.
- Four (4) galvanized steel 3/4-10×15" anchor bolts with eight (8) washers and nuts (9.95 lb [4.52 kg]).

Ordering example: AP04-16 WB9 BK BH60-23-S

Pole	Height	Base Cover	Color	Options	Anchor Bolts
AP404	10' (3.1M)	WB11	AG (SILVER)	BEN-D GFR-ICR TR4-3	☒ Supplied by LUMCA ☐ Supplied by others ☐ Existing

Bolt circle Ø
 9" [229mm] to 10" [254mm]

Lumca reserves the right to modify the elements on this technical data sheet without prior notice.

Click on for more information

**AP&FP04****Round: Ø4" (AP04)****Fluted: Ø4" (FP04)****EPA chart****AP04** round aluminium pole**Thickness**
0.188"
[4.8mm]

catalogue #	HEIGHT		THICKNESS		BOLT CIRCLE		WEIGHT		MAX EPA (ft²)*							
									Wind (mph)							
	ft	M	in	mm	in	mm	lb	kg	70	80	90	100	110	120	130	150
AP04-10	10	3.1	.188	4.8	9	229	30	13.5	13.3	9.6	8.2	6.0	-	-	-	-
AP04-11	11	3.3	.188	4.8	9	229	32	14.5	11.7	8.4	7.1	5.1	-	-	-	-
AP04-12	12	3.7	.188	4.8	9	229	35	15.8	10.2	7.1	6.0	4.1	-	-	-	-
AP04-13	13	4.0	.188	4.8	9	229	37	16.9	9.1	6.2	5.2	3.4	-	-	-	-
AP04-14	14	4.3	.188	4.8	9	229	40	18.0	7.9	5.2	4.3	2.7	-	-	-	-
AP04-15	15	4.6	.188	4.8	9	229	42	19.2	7.0	4.5	3.6	2.1	-	-	-	-
AP04-16	16	4.9	.188	4.8	9	229	45	20.4	6.0	3.7	2.8	1.4	-	-	-	-
AP04-17	17	5.2	.188	4.8	9	229	47	21.5	5.2	3.0	2.2	0.9	-	-	-	-
AP04-18	18	5.5	.188	4.8	10	254	50	22.6	4.4	2.4	1.6	0.4	-	-	-	-

* Including a gust factor of 1.3

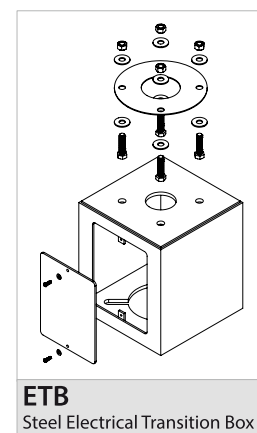
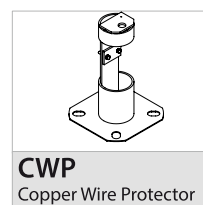
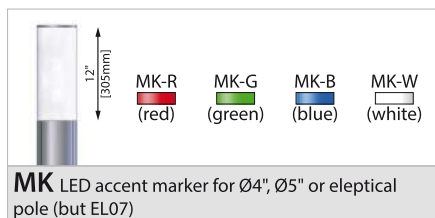
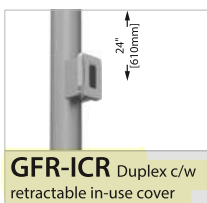
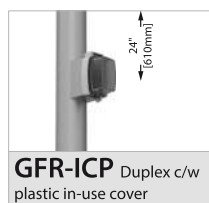
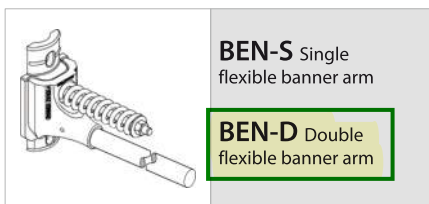
FP04 fluted aluminium pole**Thickness**
0.125"
[3.2mm]

catalogue #	HEIGHT		THICKNESS		BOLT CIRCLE		WEIGHT		MAX EPA (ft²)*							
									Wind (mph)							
	ft	M	in	mm	in	mm	lb	kg	70	80	90	100	110	120	130	150
FP04-10	10	3.1	.125	3.2	9	229	21	9.5	9.4	6.6	5.6	3.8	-	-	-	-
FP04-11	11	3.3	.125	3.2	9	229	22	10.2	8.2	5.6	4.7	3.0	-	-	-	-
FP04-12	12	3.7	.125	3.2	9	229	24	10.9	6.9	4.5	3.7	2.2	-	-	-	-
FP04-13	13	4.0	.125	3.2	9	229	26	11.8	6.0	3.7	3.0	1.6	-	-	-	-
FP04-14	14	4.3	.125	3.2	9	229	28	12.7	5.0	2.9	2.2	1.0	-	-	-	-
FP04-15	15	4.6	.125	3.2	9	229	30	13.4	4.2	2.3	1.6	-	-	-	-	-
FP04-16	16	4.9	.125	3.2	9	229	31	14.0	3.4	1.6	0.9	-	-	-	-	-
FP04-17	17	5.2	.125	3.2	9	229	34	15.6	2.7	1.0	-	-	-	-	-	-
FP04-18	18	5.5	.125	3.2	10	254	38	17.2	2.0	0.4	-	-	-	-	-	-

* Including a gust factor of 1.3



POLES OPTIONS





Type: _____

Project: _____

ILLUMINA®

LED | WET | IP66 | IK05

LOGICA®

SANITATION

TITLE 20
TITLE 24**BS100LED-PG**
PARKING GARAGE

- The **ILLUMINA®** BS100LED-PG is corrosion, flame and vandal resistant.
- HOUSING:** 100% UV stabilized polycarbonate, liquid silicone perimeter gasket with memory retention.
- DIFFUSER:** Frosted UV stabilized polycarbonate diffuser, providing even light distribution.
- LUMENS:** LO: 6014 up to 6367 lm
HO: 7588 up to 8033 lm
- OPERATING TEMP:**
HT (AC Only) -40°F to 104°F (-40°C to 40°C)
SA (AC & Emergency) 32°F to 104°F (0°C to 40°C)
- WEIGHT:** 10 lbs / 4.5 kg

**APPLICATION:** The **BS100LED-PG** is specifically designed to meet requirements for parking structures.**CONFIGURATIONS**

MODEL	LENGTH	OPERATION	LUMENS	COLOR TEMP	INPUT	MOUNTING	OPTIONS
BS100LED-PG	4 (ft)	HT (AC only) SA ¹ (AC & EM)	LO HO	WT35 (3500K) WT40 (4000K) WT50 (5000K)	120-277V 347V 480V	AC ² (aviation cable) SPK ³ (single pendant kit) SVLSPK ³ (swivel single pendant kit) SVLDPK ³ (swivel double pendant kit) DPK ³ (double pendant kit) CH ³ (chain hang kit) TM ³ (trunion mount) PM (pivot mount) JM ⁴ (junction mount) MM ⁵ (magnet mount) QMB ⁶ (quick mount bracket)	SS (stainless steel clips) FP (fuse protection - 3A) TPS ⁷ (tamper proof screws) TPB (tamper proof under driver bit) EOSL ⁸ (external occupancy sensor - LOGICA) IOSL ⁸ (internal occupancy sensor - LOGICA) EOS (external occupancy sensor) IOS ⁹ (internal occupancy sensor) IOSB ¹⁰ (internal bluetooth occ. sensor) SP (surge protection - 10KA) B ¹¹ (black housing) W ¹¹ (white housing) FA ¹² (fully assembled)

NOTE 1: Emergency pack 120-277V; 10W; 1135 lm.

NOTE 2: Specify length for AC: 50", 72", 100", 150", 250" fully adjustable.

NOTE 3: SPK, DPK, CH, TM, & SVLSPK options must specify length.

NOTE 4: JM option - the unit is no longer wet location, but damp location.

NOTE 5: Magnetic mounts must be installed to steel beam measuring minimum 3/16" (4.7mm) thick.

NOTE 6: QMB must be used with JM.

NOTE 7: 18-8 stainless steel screws.

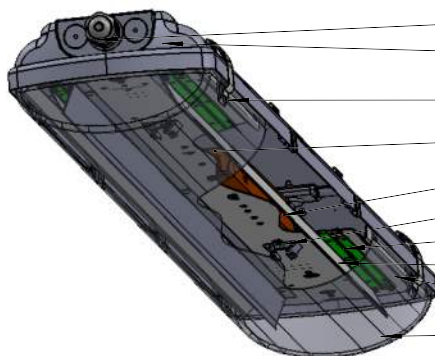
NOTE 8: Logica (Beggelli wireless and powerless control solutions). Contact factory for more details.

NOTE 9: FSP-221 requires wireless IR handheld remote (HHR-FSIR) for changing defaults and testing of occupancy sensor. Order as needed (item #476100186). For more details, contact factory.

NOTE 10: Downloadable smart phone app for sensor configuration.

NOTE 11: Contact factory.

NOTE 12: Only applies to JM and QMB. All plastic latches, grommet, and mounting components are assembled before packaging.

TECHNICAL INFORMATION

- M20 LIQUID-TIGHT CORD GRIP
- 3-POLE QUICK DISCONNECTOR FOR HOT & NEUTRAL (NOT SHOWN)
(5 SOLID 18 AWG WIRES)
- INJECTION MODED PLASTIC HOUSING IN GRAY
- ELECTRONIC 0-10V DIMMING DRIVER FOR 120-277V 50/60Hz (1-100%);
347V & 480V OPERATION
- FLEXIBLE INJECT MOLDED PLASTIC REFLECTOR HOLDER CLIP
- ALUMINUM REFLECTOR WITH MIRROR FINISH
- 22 GA. STEEL REFLECTOR IN WHITE POWDER COAT FINISH
- (2) 90 MID-POWER WHITE LED PCB
- INJECTION MOLDED PLASTIC ENCLOSURE LENS CLIP
- FROSTED UV STABILIZED POLYCARBONATED DIFFUSER/ENCLOSURE,
PROVIDING EVEN LIGHT DISTRIBUTION

Submitting Agency:



SESCO
LIGHTING

FORT MYERS
1500 Colonial Blvd., Ste 100
Ft. Myers, FL 33907
P: (239) 274-3759
F: (239) 274-3769

Description:

BS100LED-PG-4HT-LO-WT40-120-277V-SM

Project:

BAYSIDE PARK - SQ061173

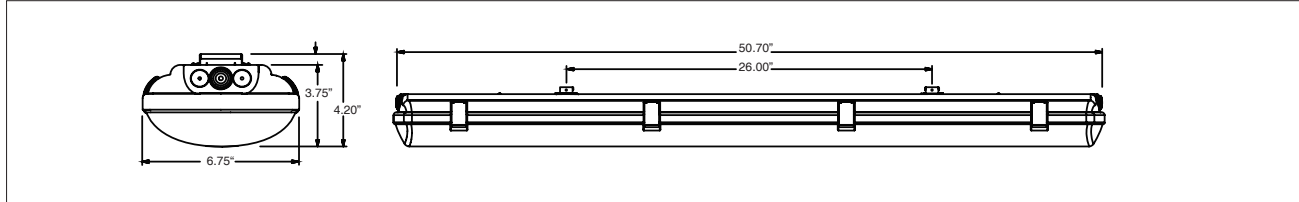
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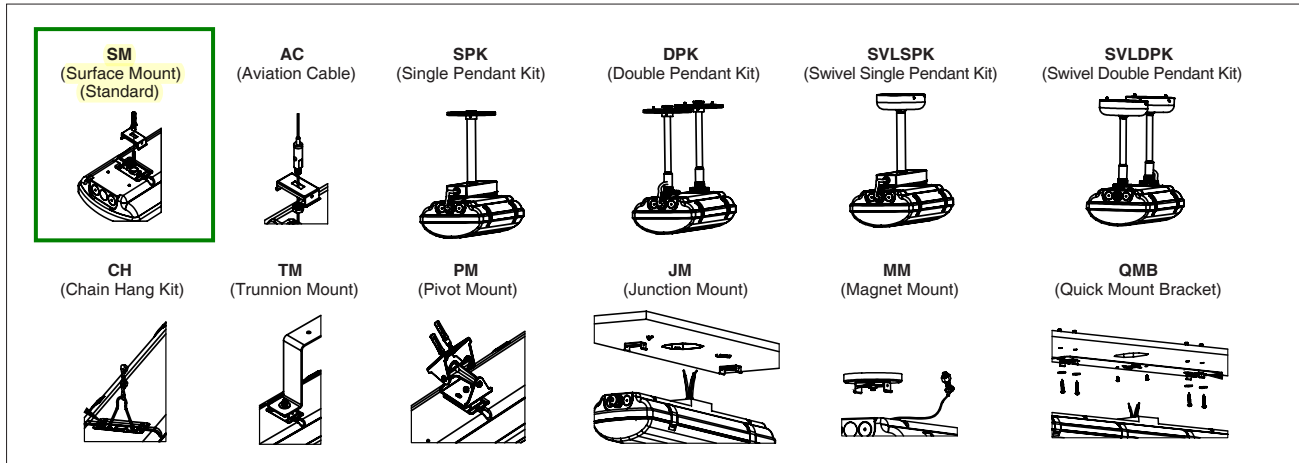
S1

ILLUMINA® BS100LED-PG

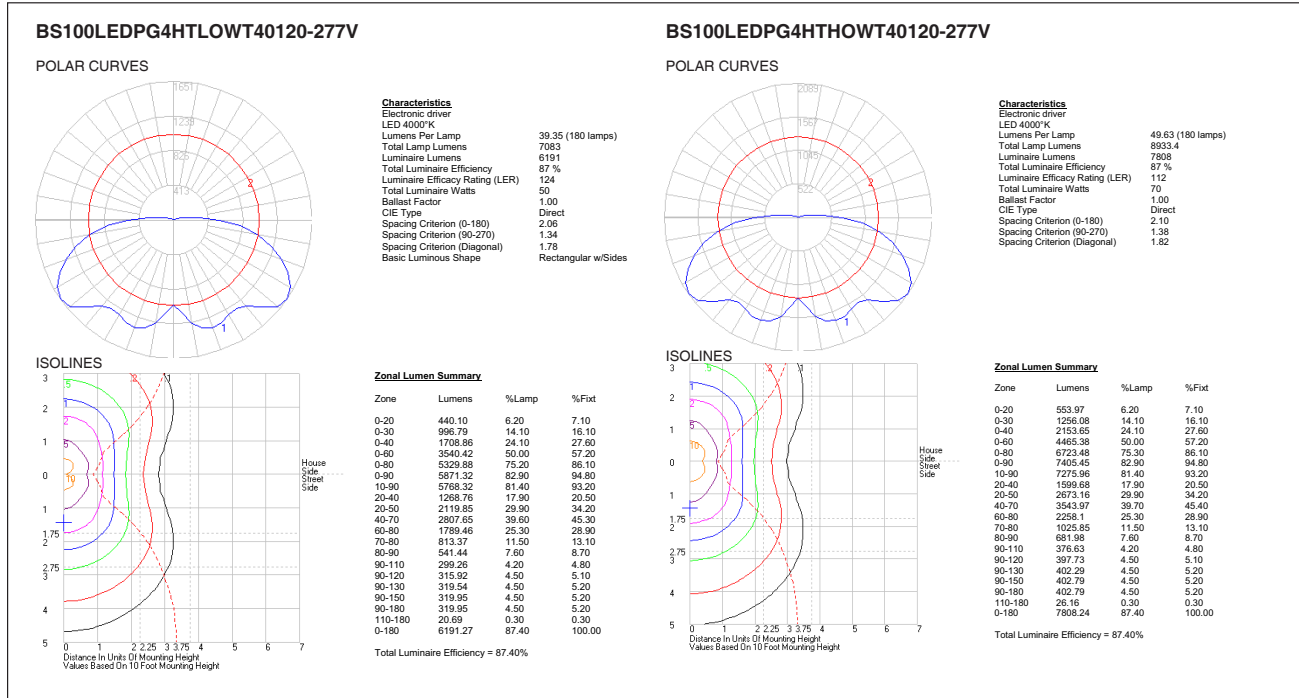
DIMENSIONS



MOUNTING OPTIONS



PHOTOMETRICS



ADDITIONAL INFORMATION

**ILLUMINA® BS100LED-PG**

ADDITIONAL INFORMATION

ENERGY CHART

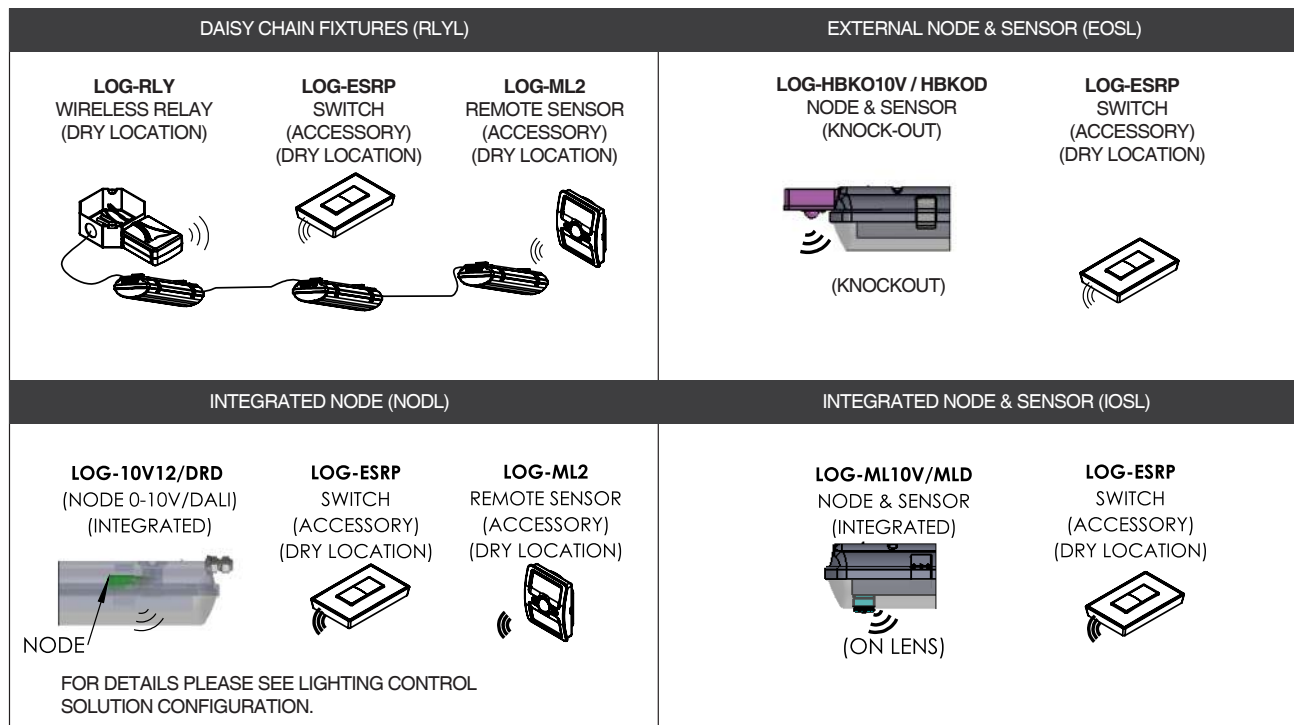
MODEL	LENGTH	EFFICACY	CONSUMPTION WATTAGE	LUMEN OUTPUT	CRI	L70 (hrs.)	L85 (hrs.)
BS100LED-PG-4HT-LO-WT35-120-277V	4 ft	120 lm/W	50	6014	>80	>60,000	>50,000
BS100LED-PG-4HT-LO-WT40-120-277V	4 ft	124 lm/W	50	6191	>80	>60,000	>50,000
BS100LED-PG-4HT-LO-WT50-120-277V	4 ft	127 lm/W	50	6367	>80	>60,000	>50,000
BS100LED-PG-4HT-HO-WT35-120-277V	4 ft	108 lm/W	70	7588	>80	>60,000	>50,000
BS100LED-PG-4HT-HO-WT40-120-277V	4 ft	112 lm/W	70	7808	>80	>60,000	>50,000
BS100LED-PG-4HT-HO-WT50-120-277V	4 ft	115 lm/W	70	8033	>80	>60,000	>50,000

ELECTRICAL RATING

PRODUCT	NOMINAL POWER (W)	AC CURRENT (A) AC VOLTAGE 120V 277V	FREQUENCY (Hz)	DC VOLTAGE (V)	DC CURRENT (mA)
BS100LED-PG-4HT-LO	50	0.43 0.18	50/60	45	1000
BS100LED-PG-4HT-HO	70	0.59 0.26	50/60	47	1400

DIMMER COMPATIBILITY

DIMMER	COMPATIBILITY ON / OFF	DIMMING
LEVITON - AWRMG - 7	YES	YES
LUTRON - DIVE - DVSTV	YES	YES
LUTRON - DIVE - DVTV	YES	YES
WATT STOPPER DCLV1	YES	YES

LOGICA (WIRELESS & POWERLESS LIGHTING CONTROL SOLUTIONS)■ **WARRANTY:** 5 years, see website for full warranty details.



SESCO
LIGHTING

FT MYERS

1500 Colonial Blvd Ste 100
Ft. Myers FL 33907
P 239-274-3759 | F: 239-274-3769

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it... PERIOD"

To:
TOWN OF FORT MYERS BEACH
FORT MYERS BEACH FL

Job/Project Name:
BAYSIDE PARK

Contractor:

Bid Date:

Location:

7/21/2021

FORT MYERS BEACH, FL

Specifiers:

Contact Name:

Type:

MATERN - FT MYERS
RG ARCHITECTS

Remarks:

Qty	Type	Mfg	Description	Price
17	LA	WEEF	611-3027-SP10-5CE+P	
34	LA	WEEF	697-8072	
11	LB	WEEF	665-3320-MOD-RGBW/3K-SP10-5CE+P	
2		WEEF	400-9009	
40	LC-40'	QTRAN	RGBW24/6-WET-RGBW-30-BW-XX-WH-CL2-XX	
5	LC-40'	QTRAN	WIDE-ST-PL-CL-NI-98.43"	
5	LC-40'	QTRAN	WIDE-EC-ST	
10	LC-40'	QTRAN	PLC-03	
2	LC-40'	QTRAN	Q-VAULT-5	
2	LC-40'	QTRAN	Q-SET-ELED-200-UNV/24+DMX	
1	LC	DISTRI	ESTIMATED FREIGHT ALLOWANCE FOR Q-TRAN	
5	SL	VISION	LSO-M-T3-32LC-5-TS/16LC-10-3K-UNV-PTS-SL-5PINPER-DIM	
5	SL-P	LUMCA	AP04-10-WB11-AG-BEN-D-GFR	
1	SL-P	DISTRI	ESTIMATED FREIGHT ALLOWANCE FOR LUMCA	
7	S1	BEGHEL	BS100LED-PG-4HT-LO-WT40-120-277V-SM	
1	S1	DISTRI	ESTIMATED FREIGHT ALLOWANCE FOR BEGHELLI	
1		LCSG	CONTROLS LOT	

****QUOTING AS SPECIFIED****

Qty	Type	Mfg	Description	Price
TOTAL:				\$112,771.25
Prices Firm for Entry By:		Shipment By:		Lead Time:
30 Days		7/20/2021		Varies by Mfg
Printed By:		Email:		Date:
Gookin, Julia		jgookin@sescolighting.com		10/8/2021

- > Price per BOM only
- > Complete quote must be used; no partials
- > Spare material, allowances, dimmers and sales tax NOT included unless noted
- > Prices include standard finishes only unless noted
- > Lamps are not included unless noted (This does not apply to fixtures with internal LED diodes)
- > Pole wind load calculations do not include structural base engineering
- > Project may include SESCO start-up services which consist of programming, testing, end user training and system configuration back up. These services are required for manufacturers warranty. To ensure this warranty, SESCO start-up costs are non-refundable
- > All warranties as per manufacturers terms
- > All shipments FOB origin
- > Deposits may be required as noted at time of breakdown
- > Quotation valid 30 days
- > Hold for Release orders do not secure project pricing but may be required for factory drawings
- > Additional costs will be charged to ship the Anchor Bolts and Template out ahead of time

Chelsea O'Riley
Public Works Director
Town of Fort Myers Beach
Fort Myers, FL

United States



WE-EF LIGHTING USA LLC
410-D Keystone Drive
Warrendale, PA 15086
U.S.A.
Tel (724) 742-0030
Fax (724) 742-0035
info.usa@we-ef.com
www.we-ef.com

April 1, 2021

WE-EF LIGHTING USA LLC

Extended 10 Year Limited Warranty – WE-EF Project: Times Square Park & Bayside Park – Quote No. TBD

Scope of first Supply:

1. P/N 611-3027-RF ETC130-GB-CC LED RGBW DMX Wireless Controlled
2. P/N 665-3320-CC-RF FLC131 LED RGBW DMX Wireless Controlled

Dear Ms. O'Riley,

This letter serves as confirmation that our WE-EF Lighting Fixtures and Accessories are manufactured to highest industry standards in respect to performance, durability and safety, supplied with a standard five (5) year limited warranty.

For the WE-EF Project outline above, WE-EF herewith offers a 5-year warranty extension, from our standard 5-year limited warranty to a 10-year limited warranty and following on our general warranty conditions as outlined on our website www.we-ef.com.

The 10-year limited warranty shall include the finish and all hardware components, such as electronic driver and LED Printed Surface Boards. LED control devices such as 'step-dimming', wireless control devices, and motion-sensor devices are covered only to the extent of the warranty provided by the Original Equipment Manufacturer (OEM).

We trust that this letter documents highest manufacturing standards applied to our fixtures.

Please feel free to contact me directly for any question you may have.

Yours sincerely,

Juergen Boenisch
President and CEO

WE-EF LIGHTING USA, LLC



BAYSIDE PARK
FORT MYERS BEACH, FL
LIGHTING CONTROL SUBMITTAL

INDEX OF DRAWINGS							
PAGE	RELEASE	REVISION	DESCRIPTION	PAGE	RELEASE	REVISION	DESCRIPTION
1			INDEX OF DRAWINGS				
2			PROJECT NOTES				
3			BILL OF MATERIAL				
4			CONTROL RISER				
5			CABINET DETAIL				
6			PANEL DETAIL				
7			FIELD NOTES				
8			DATA SHEETS PAGES 8 - 26				
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							

IMPORTANT PROJECT APPROVAL STAMP OR SIGNATURE

IMPORTANT CONTACT INFORMATION

CONTACT PHONE NUMBERS AND EMAIL ADDRESSES ON NEXT PAGE

PROJECT APPROVED BY: _____

REV:	DESCRIPTION:	DATE:	BY:
--	SUBMITTAL	10/4/21	EJM
--	---	--	--
--	---	--	--
--	---	--	--
--	---	--	--

PROJECT: BAY SIDE PARK
FORT MYERS BEACH,
FL

ARCHITECT:
ENGINEER:
DESIGNER:
INTEGRATOR:



SESCO LIGHTING
222 West Maitland Blvd.
Maitland, Florida 32751
Tel: (407) 629-6100
www.sescolighting.com

DESCRIPTION:
DRAWING INDEX

Page 190 of 219
PAGE: 1

DRAWN BY: EJMCHECKED BY: PW

PROJECT NOTES

SECTION 1 - CONTACTS

CONTRACT WITH: GEXPRO of Chattanooga, TN

MOSAIC PROGRAMMING:
SESCO SERVICE
222 WEST MAITLAND BOULEVARD
MAITLAND, FLORIDA 32751
407-629-6100

PROJECT ADMINISTRATOR FIELD SERVICE
KERRY LUMPP
KLUMPP@SESCOLIGHTING.COM
407-629-6100

PROJECT DESIGN:
ED MCENENEY
APPLICATION ENGINEER 2
LED COLOR CHANGING
EMCENENEY@SESCOLIGHTING.COM
407-629-6100

PHIL WILBERG
OUTSIDE SALES
LIGHTING CONTROLS TAMPA
PWILBERG@SESCOLIGHITNG.COM
210-441-8707

REPRESENTATIVE:
TAMPA:

PHIL WILBERG
OUTSIDE SALES
LIGHTING CONTROLS TAMPA
6202 BENJAMIN ROAD
SUITE 106
TAMPA, FL 33634
PWILBERG@SESCOLIGHITNG.COM
210-441-8707

SECTION 2 - GENERAL NOTES

SYSTEM OPERATION AND RESPONSIBILITIES:

- 1. ARCHITECTURAL LIGHTING CONTROL SYSTEM IS BASED ON ELECTRONIC THEATRE CONTROLS, WE-EF AND WIRELESS SOLUTIONS BY WE-EF
- 2. CONTROL CABINET IN THE SYSTEM IS A STAND-ALONE CONTROL POINT.
- 3. LIGHTING SEQUENCES FOR NORMAL OPERATION AND SPECIAL DAYS SHALL BE PROGRAMMED INTO SYSTEM WITH THE APPROVAL OF THE LIGHTING DESIGNER.

NOTIFICATION:

- 1. PLEASE CONTACT SESCO LIGHTING, FRANK CAREY AT FCAREY@SESCOLIGHTING.COM OR CALL 407-448-1404 3 WEEKS PRIOR TO SYSTEM ENERGIZE.
- 2. NO PART OF THE SYSTEM IS TO BE ENERGIZED WITHOUT THE PROPER NOTIFICATION OF SESCO SERVICES. FUNCTIONAL TESTING SHALL BE PERFORMED PRIOR TO DELIVERY BY ETC AND SESCO LIGHTING.
- 3. THE ITEMS LISTED BELOW ARE REQUIRED FOR ENERGIZATION. IT IS CRITICAL THAT POWER TO EACH CONTROL CABINET BE IN PLACE UPON INITIAL INSTALLATION.

DMX NETWORKS:

SIGNAL NAME	TMB PC224T WIRE COLOR	
SHIELD	SHIELD	
DATA -	BLACK	
DATA +	WHITE	
SPARE SHIELD	SHIELD	
SPARE DATA -	GREEN	
SPARE DATA +	RED	

- 1) ONLY APPROVED CABLE TYPES MAY BE USED. TMB PC224T PROPLEX INSTALLATION CABLE.
- 2) CABLE MUST BE TERMINATED BY CONTRACTOR EXACTLY AS SHOWN IN THE WIRING DETAILS IN DRAWING. TOTAL LENGTH OF CABLE IN DMX NETWORK WIRING MUST NOT EXCEED 1200 FEET.

FEED THRU RELAY/DIMMING PANEL NOTES:

- 1. CONTACT SESCO LIGHTING AND FRANK CAREY IF DEVIATION FROM THE CONTROL RISER ARE NECESSARY.
- 2. ETC DISTRIBUTION EQUIPMENT ECHO
 - 2.1. DATA 10-22 AWG COPPER WIRE
 - 2.2. RELAY LINE/LOAD 10 - 14 AWG COPPER WIRE
 - 2.3. 0-10 VOLT FOR DIMMING IS VIOLET AND GRAY PER ZONE
- 3. ETC DISTRIBUTION EQUIPMENT ECHO/FOUNDRY ROOM CONTROLLERS 4 AND 8 CHANNEL
 - 3.1. DATA 12-20 AWG COPPER WIRE
 - 3.2. RELAY LINE/LOAD 6-20 AWG COOPER WIRE
 - 3.3. 0-10 VOLT FOR DIMMING VIOLET AND GRAY PER ZONE

ELECTRICAL CONTRACTOR - SIGNATURE LINE FOR CHECK LIST START UP.
PLEASE SEND SIGNED COPY OF LIST WITH CHECK MARKS ON COMPLETED ITEMS TO
KLUMPP@SESCOLIGHITNG.COM THREE WEEKS PRIOR TO FINAL TURN-ON AND TRAINING.

NAME _____

PRINT NAME/COMPANY _____

CELL PHONE CONTACT NUMBER _____

THANK YOU FROM FRANK CAREY AND SESCO FIELD SERVICE.

SECTION 3 - CHECK LIST

SYSTEM ENERGIZATION
CONTRACTOR AND SYSTEM CHECK LIST

NOTIFICATION:

- 1. PLEASE CONTACT FRANK CAREY AT FCAREY@SESCOLIGHTING.COM OR AT 407-629-6100 AND ASK FOR FRANK 3 WEEKS PRIOR TO SYSTEM ENERGIZATION.
- 2. NO PART OF THE SYSTEM IS TO BE ENERGIZED WITHOUT THE PROPER NOTIFICATION OF SESCO SERVICE.
- 3. FUNCTIONAL TESTING SHALL BE PERFORMED PRIOR TO DELIVERY BY TAG.
- 4. THE ITEMS LISTED BELOW ARE REQUIRED FOR EACH ENERGIZATION. IT IS CRITICAL THAT POWER TO THE CABINET BE IN PLACE UPON INITIAL INSTALLATION.

CONTRACTOR CHECK LIST:
PLACE INITIAL IN ALL ITEMS COMPLETED

- 1. _____ CONTROL CABINET IS CLEAN AND FREE OF DEBRIS
- 2. _____ ALL DMX AND FIXTURES ARE IS TERMINATED PER ATTAHCED DRAWING.
- 3. _____ DMX AND CAT 5 HAVE BEEN TESTED AND IN SPECIFICATION.
- 4. _____ POWER IS TERMINATED AND CIRCUIT IS ACTIVE.
- 5. _____ FIXTURES ARE MOUNTED AND CONTROL CABLE PULLED AND LABELED AT EACH CONTROL CABINET.
- 6. _____ CONTRACTOR SHALL HAVE A DESIGNATED ELECTRICIAN WHEN CONTROL WORK IS BEING PERFORMED TO ASSIST WITH POWER AND REPAIRS.

SYSTEM STARTUP CHECK LIST AND NOTIFICATIONS

- 1. _____ ALL DEVICES SHALL BE MOUNTED PER CONTRACT DRAWINGS AND LOCAL CODES.
- 2. _____ ALL CONTROL CABINETS AND DIMMER/RELAY CABINET HAVE SUFFICIENT ACCESS TO THE FRONT OF PANEL.
- 3. _____ ALL BRANCH CIRCUITS ORIGINATING FROM THE DIMMER/RELAY PANEL ARE INSTALLED AND TERMINATED, LABELED, AT BOTH THE BREAKER CABINET AND THE LOAD SIDE.
- 4. _____ ALL 0-10 VOLT DIMMING CIRCUITS/ZONES ARE LABELED AND IDENTIFIED TO THE CORRESPONDING RELAY.
- 5. _____ ALL LOADS HAVE SEPARATE NEUTRALS.
- 6. _____ ALL EQUIPMENT RACKS, PHASE LOSS RACK, EMERGENCY LOAD TERMINATIONS ARE COMPLETE AND FINISHED.
- 7. _____ CONTROL CABLE IS INSTALLED AND MARKED/IDENTIFIED PER RISER DIAGRAM.
- 8. _____ CONTROL BACK BOXES AND CONTROL WIRE WITH 3" TAIL ARE IDENTIFIED AND INSTALLED FOR TERMINATION BY FIELD TECHNICIAN.
- 9. _____ ALL APPROPRIATE PERSONNEL ARE SCHEDULED AND AVAILABLE FOR TRAINING. THERE ARE TWO TRAINING VISITS SCHEDULED FOR AC HOTEL.
- 10. _____ ALL 0-10 VOLT DIMMING FIXTURES ARE METERED TO ENSURE NO LINE VOLTAGE IS PRESENT BETWEEN CONDUCTORS OR BETWEEN CONDUCTORS AND GROUND. ALL 0-10 VOLT WIRE IS TERMINATED IN CORRECT LOCATION.
- 11. _____ A COMPLETE AND ACCURATE LOAD SCHEDULE IS AVAILABLE TO SITE TECHNICIAN.
- 12. _____ ELECTRICAL CONTRACTOR SHALL PROVIDE ALL LADDERS, LIFTS, ON SITE DEVICES NECESSARY FOR ACCESS TO ALL CONTROL DEVICES. PROVIDE TWO ELECTRICIANS FOR TECHNICIANS ON SITE.
- 13. _____ CONTRACT FRANK CAREY FOR A PRE-SITE VISIT AND TRAINING FOR THE INSTALL OF THE ETC LIGHTING CONTROL SYSTEM.
- 14. _____ CONTRACT KERRY LUMP PROJECT ADMINISTRATOR FIELD SERVICE AT 407-629-6100 FOR SCHEDULING.

SESCO LIGHTNG AND SESCO LIGHTING CONTROLS ARE AVAILABLE FOR ASSISTANCE AND QUESTIONS ABOUT THIS SYSTEM. SEE CONTACT LIST FOR NAMES AND NUMBERS. PLEASE CONTACT SESCO FIELD SERVICE WHEN EQUIPMENT ARRIVES AT SITE. A SITE VISIT WILL BE SCHEDULED TO DISCUSS THE SYSTEM.

REV:	DESCRIPTION:	DATE:	BY:
-	SUBMITTAL	10/4/21	EJM
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PROJECT: BAY SIDE PARK FORT MYERS BEACH, FL	ARCHITECT:	
	ENGINEER:	
	DESIGNER:	
	INTEGRATOR:	



SESCO LIGHTING

222 West Maitland Blvd.
Maitland, Florida 32751
Tel: (407) 629-6100

www.sescolighting.com

DESCRIPTION:
PROJECT NOTES

Page 1 of 219
PAGE: 2

DRAWN BY: EJM
CHECKED BY: PW

System Bill of Materials

10/4/21

Contact Phil Wilbert or Ed McEneney for technical questions.

Ed McEneney at 407-629-6100

Contact Phil Wilberg for Project Information at 210-441-8707

[illegible]

REV:	DESCRIPTION:	DATE:	BY:
--	SUBMITTAL	10/4/21	EJM
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DRAWN BY: **EJM**
 CHECKED BY: **PW**

PROJECT: BAY SIDE PARK
FORT MYERS BEACH,
FL

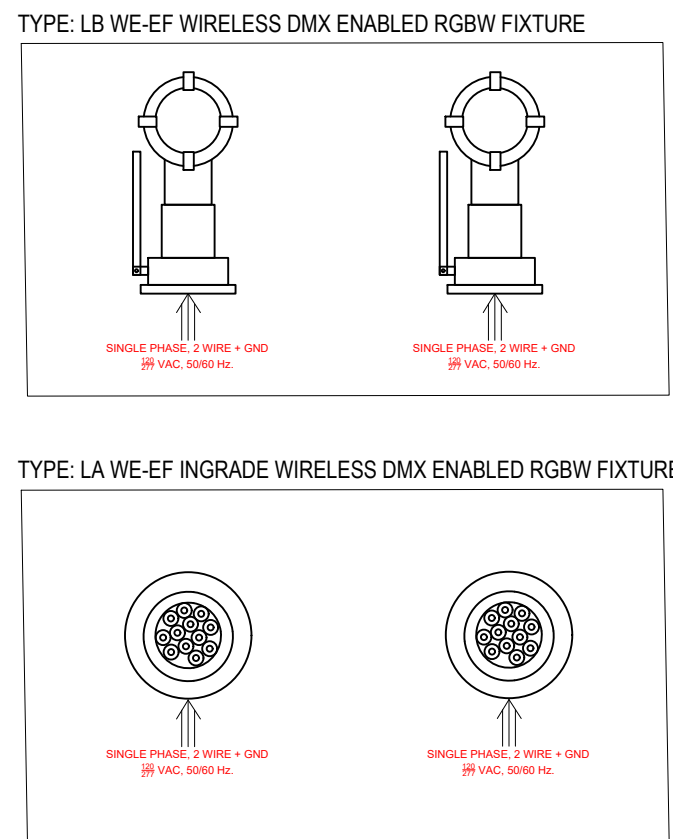
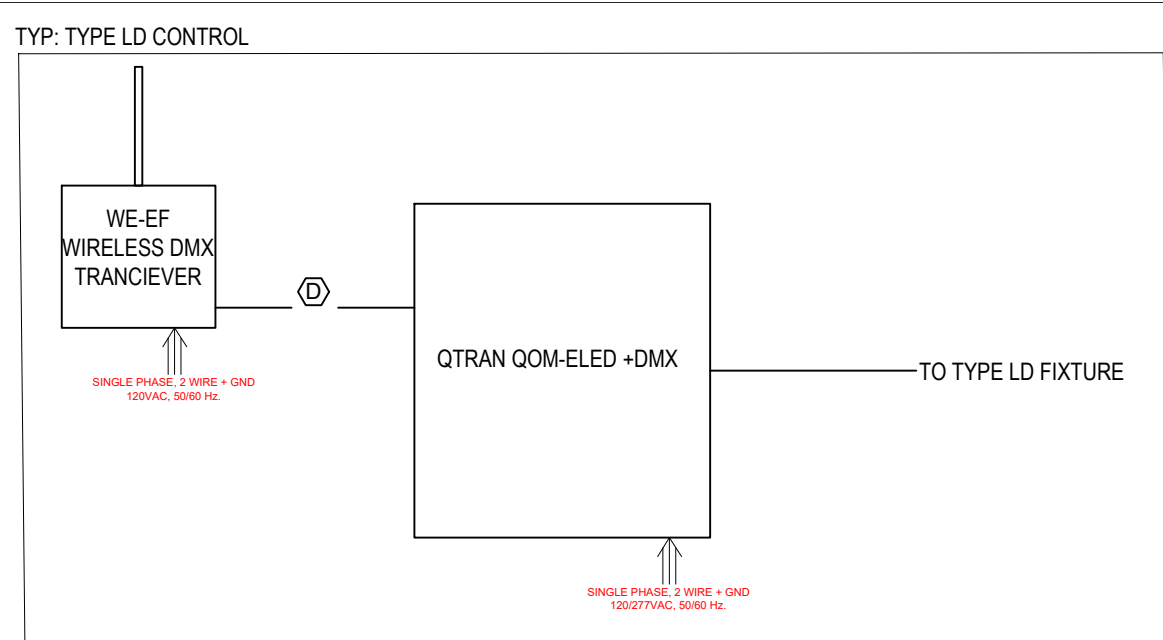
ARCHITECT:
ENGINEER:
DESIGNER:
INTEGRATOR:



SESCO
LIGHTING

SESCO LIGHTING
222 West Maitland Blvd.
Maitland, Florida 32751
Tel: (407) 629-6100
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DESCRIPTION:
BILL OF MATERIALS



- SERVICES:**
1. LIGHTING CONTROL SYSTEM TO INCLUDE ALL WIRING DIAGRAMS, DATA SHEETS, AND DMX ADDRESSING REQUIRED TO INSTALL AND PROGRAM THE SYSTEM
 2. AS-BUILT DRAWINGS AND OPERATION AND MAINTENANCE MANUALS TO BE PROVIDED AT THE END OF THE PROJECT.
 3. SYSTEM COMMISSIONING SERVICES SHALL BE INCLUDED IN THIS PACKAGE AND PROVIDED BY SESCO LIGHTING. BUDGET 3 DAYS TO BRING THE SYSTEM ON-LINE AND FULLY TEST ALL COMMUNICATIONS AND CONTROL PRODUCTS.
 4. SYSTEM TRAINING SHALL BE PROVIDED BY SESCO LIGHTING AT THE END OF THE LAST DAY OF SYSTEM COMMISSIONING. TRAINING SHALL INCLUDE FULL SYSTEM OVERVIEW AND TRAINING ON THE SOFTWARE.
 5. LIGHTING DESIGN SERVICES SHALL BE INCLUDED IN THIS PACKAGE AND PROVIDED BY SESCO LIGHTING. THIS SERVICE SHALL INCLUDE PRELIMINARY OFF SITE PROGRAMMING, AND PROGRAMMING ON SITE DURING DARK HOURS. PROGRAMMER TO BE ASSISTED BY MEMBER OF THE INSTALLING CONTRACTOR'S TEAM. BUDGET 2 EVENINGS NO MORE THAN 6 HR'S PER EVENING. ALL PRESET AND EVENTS BOTH MANUAL AND SCHEDULED SHALL BE AVAILABLE TO THE PROGRAMMER PRIOR TO PROGRAMMING.
 6. A 6 MONTH MAINTENANCE VISIT SHALL BE INCLUDED IN THIS PACKAGE PROVIDED BY SESCO LIGHTING AND SCHEDULED WITH THE OWNER DURING THE INITIAL TRAINING VISIT.
 7. A YEARLY MAINTENANCE CONTRACT SHALL BE PROPOSED ALONG WITH THE PROJECT PROPOSAL.

REV:	DESCRIPTION:	DATE:	BY:
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DRAWN BY: EJM
CHECKED BY: PW

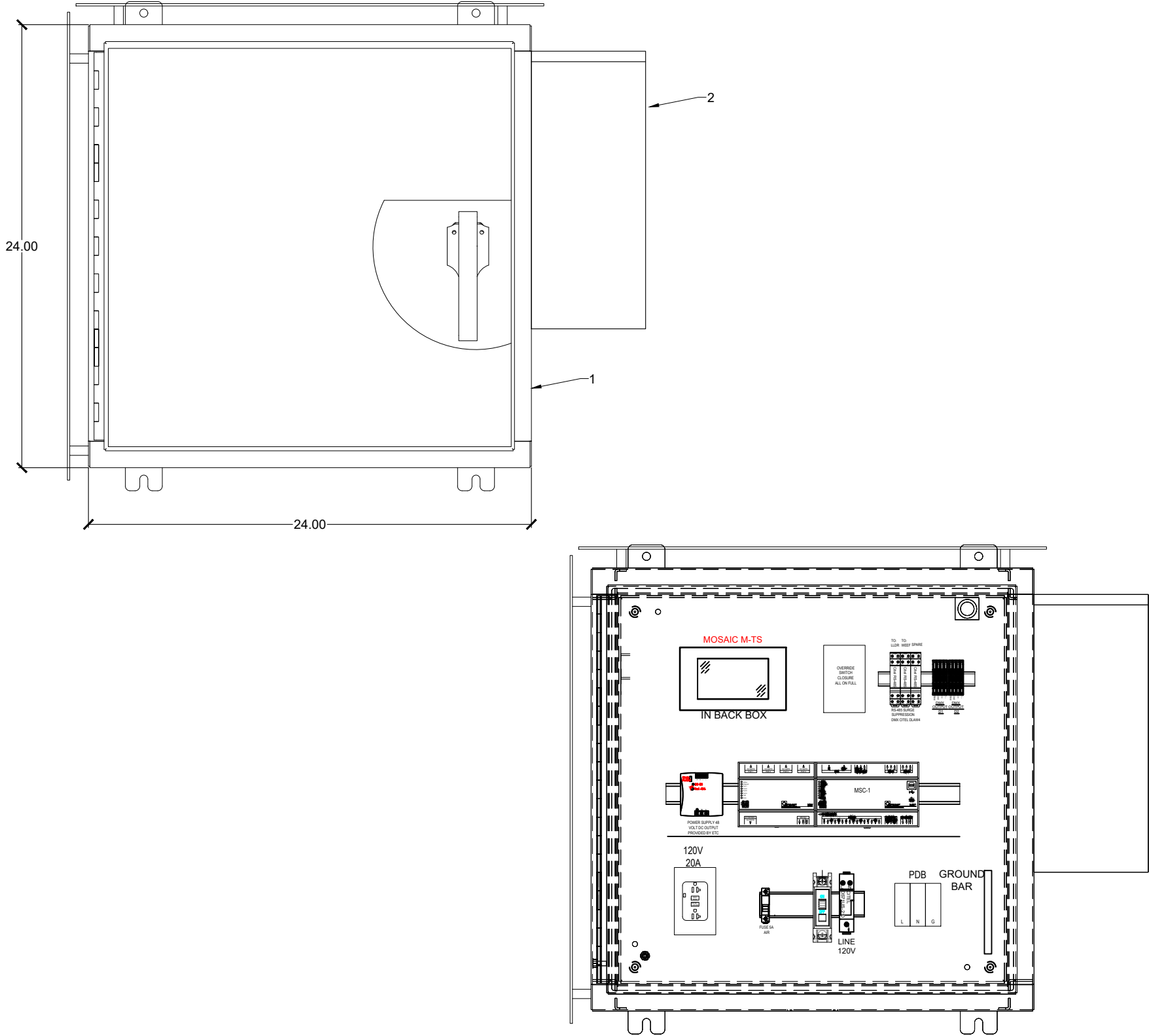
PROJECT: BAY SIDE PARK
FORT MYERS BEACH,
FL

ARCHITECT:
ENGINEER:
DESIGNER:
INTEGRATOR:



SESCO LIGHTING
222 West Maitland Blvd.
Maitland, Florida 32751
Tel: (407) 629-6100
www.sescolighting.com

DESCRIPTION:
LIGHTING
CONTROL RISER



- NOTES:
1. READ ALL INSTRUCTIONS AND WIRING REFERENCES FOR THIS PRODUCT.
 2. ALL DMX RUNS USING TMB PC224T SHALL NOT EXCEED 1200' FROM THE DMX PORT.
 3. MAXIMUM DISTANCE BETWEEN TRANSCEIVERS IS 1,600 FEET.
 4. WIRELESS DMX IS A LINE OF SIGHT SYSTEM ADDITIONAL MATERIALS MAY BE REQUIRED.
 5. BASIS OF DESIGN IS ETC MOSAIC AND WE-EF WIRELESS SYSTEMS.
 6. SYSTEM MUST BE ABLE TO PLAY PRESETS AND SHOWS BOTH MANUALLY AND BY TIME TRIGGERS OR EXTERNAL TRIGGERS, TO BE DETERMINED.
 7. CONTACT FOR THIS PROJECT IS PHIL WILBERG AT SESCO LIGHTING PH: 813-289-1600.
 8. ALTERNATE PACKAGES TO BE REVIEWED AT ENGINEERS DISCRETION 14 DAYS PRIOR TO BID.
 9. SURGE SUPPRESSION OF RGBW FIXTURES AND SYSTEMS ARE RECOMMENDED. CUSTOMER TO CONFIRM TYPE AND LOCATION OF SURGE SUPPRESSION PRIOR TO INSTALLATION

- SERVICES:
1. LIGHTING CONTROL SYSTEM TO INCLUDE ALL WIRING DIAGRAMS, DATA SHEETS, AND DMX ADDRESSING REQUIRED TO INSTALL AND PROGRAM THE SYSTEM
 2. AS-BUILT DRAWINGS AND OPERATION AND MAINTENANCE MANUALS TO BE PROVIDED AT THE END OF THE PROJECT.
 3. SYSTEM COMMISSIONING SERVICES SHALL BE INCLUDED IN THIS PACKAGE AND PROVIDED BY SESCO LIGHTING. BUDGET 3 DAYS TO BRING THE SYSTEM ON-LINE AND FULLY TEST ALL COMMUNICATIONS AND CONTROL PRODUCTS.
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 6. A 6 MONTH MAINTENANCE VISIT SHALL BE INCLUDED IN THIS PACKAGE PROVIDED BY SESCO LIGHTING AND SCHEDULED WITH THE OWNER DURING THE INITIAL TRAINING VISIT.
 7. A YEARLY MAINTENANCE CONTRACT SHALL BE PROPOSED ALONG WITH THE PROJECT PROPOSAL.

REV:	DESCRIPTION:	DATE:	BY:
--	SUBMITTAL	9/30/21	EJM
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DRAWN BY: EJM

CHEKED BY: PW

PROJECT:

BAY SIDE PARK
FORT MYERS BEACH,
FL

ARCHITECT:

ENGINEER:

DESIGNER:

INTEGRATOR:



SESCO

LIGHTING

SESCO LIGHTING

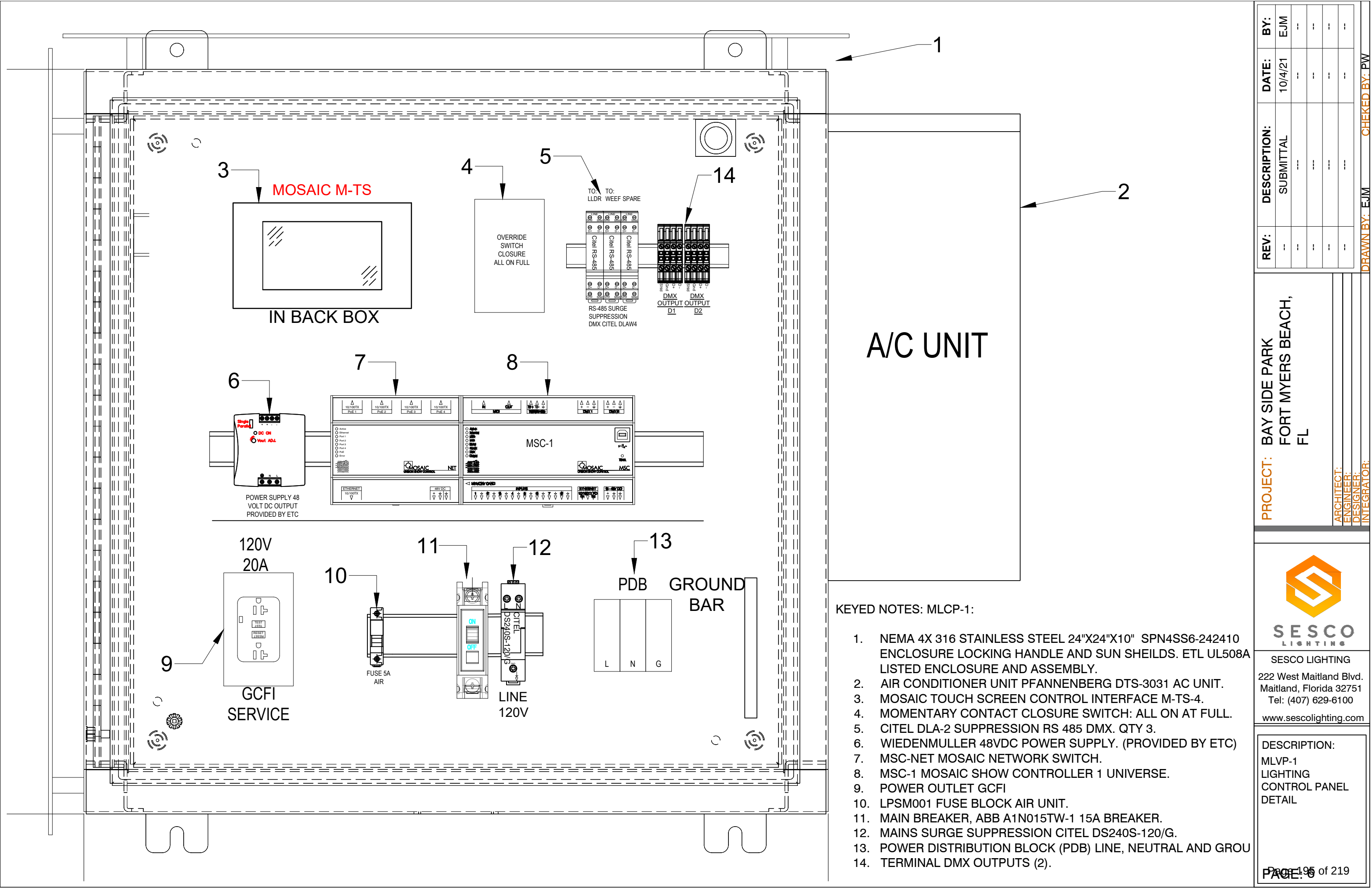
222 West Maitland Blvd.
Maitland, Florida 32751
Tel: (407) 629-6100
www.sescolighting.com

DESCRIPTION:

MLCP-1
ENCLOSURE
DETAIL

PAGE: 5

Page 194 of 219



A/C UNIT

KEYED NOTES: MLCP-1:

1. NEMA 4X 316 STAINLESS STEEL 24"X24"X10" SPN4SS6-242410 ENCLOSURE LOCKING HANDLE AND SUN SHEILDS. ETL UL508A LISTED ENCLOSURE AND ASSEMBLY.
2. AIR CONDITIONER UNIT PFANNENBERG DTS-3031 AC UNIT.
3. MOSAIC TOUCH SCREEN CONTROL INTERFACE M-TS-4.
4. MOMENTARY CONTACT CLOSURE SWITCH: ALL ON AT FULL.
5. CITEL DLA-2 SUPPRESSION RS 485 DMX. QTY 3.
6. WIEDENMULLER 48VDC POWER SUPPLY. (PROVIDED BY ETC)
7. MSC-NET MOSAIC NETWORK SWITCH.
8. MSC-1 MOSAIC SHOW CONTROLLER 1 UNIVERSE.
9. POWER OUTLET GCFI
10. LPSM001 FUSE BLOCK AIR UNIT.
11. MAIN BREAKER, ABB A1N015TW-1 15A BREAKER.
12. MAINS SURGE SUPPRESSION CITEL DS240S-120V/G.
13. POWER DISTRIBUTION BLOCK (PDB) LINE, NEUTRAL AND GROU
14. TERMINAL DMX OUTPUTS (2).

REV:	DESCRIPTION:	DATE:	BY:
--	SUBMITTAL	10/4/21	EJM
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PROJECT: BAY SIDE PARK
FORT MYERS BEACH,
FL

ARCHITECT:
ENGINEER:
DESIGNER:
INTEGRATOR:



SESCO
LIGHTING

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DESCRIPTION:
MLVP-1
LIGHTING
CONTROL PANEL
DETAIL

FIELD NOTES

PROJECT: BAY SIDE PARK FORT MYERS BEACH, FL				REV:	DESCRIPTION:	DATE:	BY:
ARCHITECT:				--	SUBMITTAL	10/4/21	EJM
ENGINEER:				--	---	--	--
DESIGNER:				--	---	--	--
INTEGRATOR:				--	---	--	--
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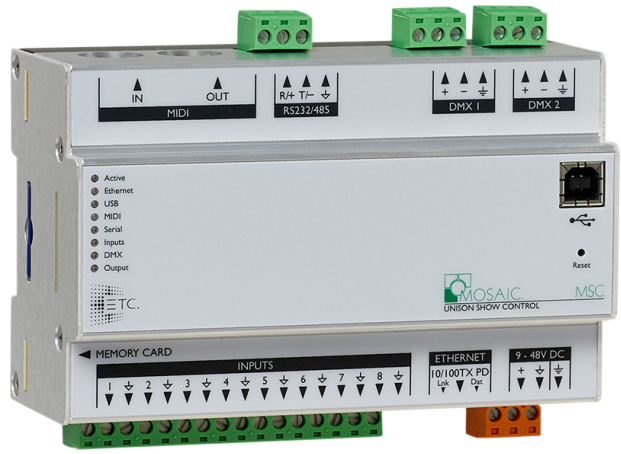


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DESCRIPTION:
MLVP-1
LIGHTING
CONTROL PANEL
DETAIL

ETC

Unison Mosaic Show Controller
 Control Series



Type(s)

Project

Date

Notes

GENERAL INFORMATION

Mosaic Show Controllers (MSCs) are the permanent part of your installation supporting DMX512 and DMX-Over-Ethernet protocols to control color-mixing fixtures, conventional dimmable fixtures and automated lights. MSCs are available with 512-2048 outputs with support for up to 40 controllers in a single system. Each MSC has an extensive range of external triggering interfaces, including Ethernet, RS232/RS485 Serial or DMX Input, MIDI, and contact inputs. The built-in real-time clock triggers precise timed events, including astronomical and lunar events. Additional triggering interfaces are supported by optional MSC Remote Devices attached over a PoE Ethernet network.

- APPLICATIONS
- LED lighting control
 - Pixel mapping
 - Show control and lighting integration
- FEATURES
- Playback for a wide range of fixture types and DMX devices
 - Pixel mapping for video effects
 - DMX-over-Ethernet and standard DMX output
 - Built in triggering interface with conditional logic and timeclock based controls
 - RealEngine: ensures an accurate representation of your show, whether in software simulation or when played live to connected controllers
 - DesignerAccess: Internal web server provides status, configuration information, remote monitoring, and triggering
 - Installer friendly for permanent installation with rising clamp terminal connections and DIN-rail installation
 - Programmed and configured using Mosaic Designer Software

- REGULATORY AND COMPLIANCE
- cETLus Listed
 - Conforms to UL-60950-1
 - Certified to CAN/CSA-C22.2 No. 60950-1
 - CE Compliant
 - California Title 20/24 compliant

ORDERING INFORMATION

Show Controllers

MODEL	DESCRIPTION
MSC ¹	Mosaic Show Controller

¹ Available with one(1), two(2) or four(4) DMX universe output(s)

Accessories

MODEL	DESCRIPTION
DIN-RM	DIN rail Rackmount Kit
DIN*	DIN rail Installation Enclosures (Multiple Sizes)
MSC-PS	Mosaic 48V DIN-rail Power Supply

Related Show Controllers

MTPC	Tessera Panel Controller
MSCX	High Capacity Show Controller
MALC	Mosaic Atlas
MALCP	Mosaic Atlas Pro

Related Products

MODEL	DESCRIPTION
M108-__	Button Station
M-TS	Mosaic Touchscreen
MRIO-A	Audio/Timecode Remote Device
MRIO-D	DALI Remote Device
MRIO-I/O ³	Input/ Output Remote Device w/ Serial
MSC-NET	Five-port Ethernet Switch w/ PoE
MSC-OPTO	Four-port DMX/RDM Splitter



**ETC****Unison Mosaic Show Controller*****Control Series****SPECIFICATIONS****GENERAL**

- Available with 512 -2048 outputs
 - MSC1 - 512-channel output
 - MSC2 - 1024-channel output
 - MSC4 - 2048-channel output
- Support for DMX512/RDM and DMX-over Ethernet control output
 - Supports streaming ACN, KiNet, Pathport, and ArtNet
 - Supports multiple protocol outputs simultaneously
 - Two physical DMX connections regardless of channel output
- Battery-backed real-time, astronomical and lunar timeclock
- Simple integration with other Mosaic devices for large systems, including MSCX and Atlas Controllers
- Solid-state, high-reliability components
- Five year warranty

FUNCTIONAL

- Control for LED fixtures, fountain jets, and moving lights
- Scalable up to 40 Mosaic controllers using standard PoE Ethernet networking
- Project data stored in non-volatile, solid-state memory
- Resumes output automatically upon receiving power
- Supports conditional logic and scripting for integration
- Triggering and show-control integration using Ethernet, RS232/485, DMX, MIDI, digital/analog inputs and optional remote devices
- Software and configuration upload using Ethernet
- Shares onboard input status to other controllers on the network
- Integrated web server provides active monitoring and remote triggering using Ethernet

MECHANICAL

- Eight-unit-wide DIN Enclosure complies with DIN43880 and EN60715 (35/7.5 rail)
- Rugged aluminum enclosure
- Wiring connections use plug-able rising clamp terminals
- Optional rack and wall mount installation kits available

ELECTRICAL

- RJ45 socket supporting 10/100Base-TX Ethernet with link and data LED with static and DHCP addressing support
- PoE powered (IEEE 802.3af, Class 2) or 9 V to 48 V DC power input, 4 W typical draw
- Two Isolated DMX512 ports, RDM compatible
- Eight individually selectable digital/ analog inputs
 - Supports active high/ low, analog and contact closure
- RS232/485 serial or DMX triggering using 3-pin connector
- MIDI input and output using 5-pin DIN connectors

THERMAL

- Ambient temperature: 0°–50°C (32°–122°F)
- 10–50% relative humidity, non-condensing

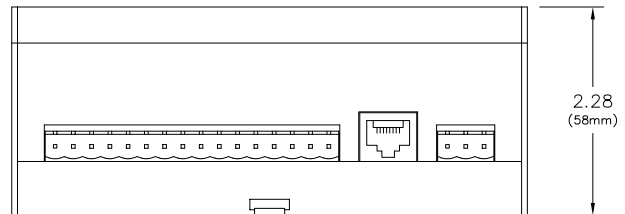
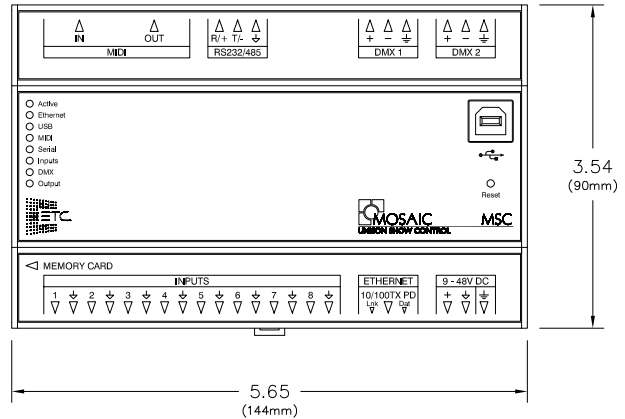
PHYSICAL**Show Controller Dimensions***

MODEL	HEIGHT		WIDTH		DEPTH	
	in	mm	in	mm	in	mm
MSC_	3.54	90	5.65	144	2.28	58

Show Controller Weights*

MODEL	WEIGHT		SHIPPING WEIGHT	
	lb	kg	lb	kg
MSC_	1.0	0.48	1.8	0.80

*Weights and dimensions typical



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*Trademark and patent info: etcconnect.cometcconnect.com

ETC

Unison Mosaic Ethernet Switch

Integration Series



GENERAL INFORMATION

The Mosaic Ethernet Switch allows for multiple Mosaic Controllers, accessories, and devices to be network together. The Mosaic Switch offers six unmanaged Ethernet ports, with four ports providing Power over Ethernet (PoE) in a compact DIN rail format making it the perfect accessory for any Mosaic Control System.

APPLICATIONS

- Mosaic systems that require network connections
- Systems that use PoE to power controllers or accessories

FEATURES

- Six-port, unmanaged Ethernet switch with four PoE ports
- RJ45 connections for 10/100Base-TX Ethernet
- Supports sACN, Art-Net, KiNet and other Ethernet protocols
- Low voltage 48VDC power input
- Installer friendly for permanent installation with rising clamp terminal connections
- DIN rail installation

REGULATORY AND COMPLIANCE

- cETLus Listed
 - Conforms to UL-60950-1
 - Certified to CAN/CSA-C22.2 No. 60950-1
- CE Compliant
- Compliant with California Title 20/24 when properly installed and configured

ORDERING INFORMATION

Mosaic Ethernet Switch

MODEL	DESCRIPTION
MSC-NET2	Mosaic 6-port Ethernet Switch with PoE

Related Show Controllers

MODEL	DESCRIPTION
MTPC	Tessera Panel Controller
MSC_ ¹	Mosaic Show Controller
MSCX	High-capacity Show Controller
MALC	Mosaic Atlas
MALCP	Mosaic Atlas Pro

¹ Available with one(1), two(2) or four(4) DMX universe output(s)

Related Products

MODEL	DESCRIPTION
MTPC-RIO	Tessera Remote Input/Output Device
M108-__	Button Station
M-TS	Mosaic Touchscreen
MRIO-A	Audio/Timecode Remote Device
MRIO-D	DALI Remote Device
MRIO-I/O	Input/Output Remote Device w/ Serial
MSC-OPTO	Four-port DMX/RDM Splitter



**ETC****Unison Mosaic Ethernet Switch****Integration Series****SPECIFICATIONS****GENERAL**

- No configuration required
- Standard Ethernet connections using RJ45 connections
- Five year warranty

MECHANICAL

- Six unit wide DIN Enclosure complies with DIN43880 and EN60715 (35/7.5 rail)
- Rugged aluminum enclosure
- Wiring connections use plug-able rising clamp terminals

ELECTRICAL

- Six RJ45 connections support 10/100Base-TX Ethernet
 - Link and data LEDs
 - Static and DHCP addressing support
- Four ports provide Power over Ethernet (IEEE 802.3af)
- PoE device detection and classification (Class 0 to Class 4)
- Auto detection for full or half duplex operation
- Auto speed detection per port (10/100Base-TX)
- Supports auto detection of cable type for uplink
- Individual indicators for port activity
- Independent isolation per port
- 48 VDC power input
- Power consumption dependant on load, 100 W maximum

THERMAL

- Ambient temperature: 0°–50° C (32°–122° F)
- 10–50% relative humidity, non-condensing

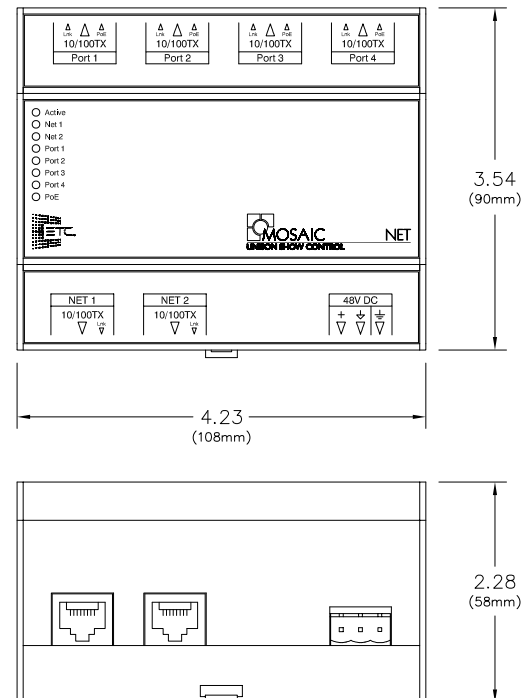
PHYSICAL**Ethernet Switch Dimensions***

MODEL	HEIGHT		WIDTH		DEPTH	
	in	mm	in	mm	in	mm
MSC-NET2	3.54	90	4.23	108	2.28	58

Ethernet Switch Weights*

MODEL	WEIGHT		SHIPPING WEIGHT	
	lb	kg	lb	kg
MSC-NET2	0.79	0.36	1.60	0.70

*Weights and dimensions typical



Corporate Headquarters • Middleton, WI USA

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Trademark and patent info: etconnect.com/IP

etconnect.com

**ETC****Unison Mosaic Touchscreen****User Control Series**

Type(s)

Project

Date

Notes

GENERAL INFORMATION

The Unison Mosaic Touchscreen provides touchscreen control for any Mosaic system. The 4.3-inch screen gives you the ability to control and monitor your installation using buttons, faders, buttons, color pickers and more.

APPLICATIONS

- LED lighting control
- Pixel mapping
- Show control and lighting integration

FEATURES

- Compatible with all Mosaic controllers
- Configurable user Interface supports buttons, faders, and color pickers
- Programmed and configured using Mosaic Designer Software
- PoE powered

REGULATORY AND COMPLIANCE

- cETLus Listed
 - Conforms to UL-60950-1
 - Certified to CAN/CSA-C22.2 No. 60950-1
- CE Compliant
- California Title 20/24 compliant

ORDERING INFORMATION**Touchscreen Station**

MODEL	DESCRIPTION
M-TS- <u>4</u>	Mosaic Touchscreen

Enter station color code in __ space provided:

- 1 = Cream (RAL9001)
- 4 = Black (RAL 9004)
- 5 = White (RAL9003)
- Specify flush (FBB) or **surface (SBB)** mounting for proper backbox

Compatible Show Controllers

MODEL	DESCRIPTION
MTPC	Tessera Panel Controller
MSC_ ¹	Mosaic Show Controller
MSCX	High Capacity Show Controller
MALC	Mosaic Atlas
MALCP	Mosaic Atlas Pro

¹ Available with one(1), two(2) or four(4) DMX universe output(s)

Related Products

MODEL	DESCRIPTION
M108-__	Button Station
MRIO-A	Audio/Timecode Remote Device
MRIO-D	DALI Remote Device
MRIO-I/O	Input/Output Remote Device w/ Serial
MSC-NET	Five-port Ethernet Switch w/ PoE



**ETC****Unison Mosaic Touchscreen****User Control Series****SPECIFICATIONS****FUNCTIONAL**

- Touchscreen controller with user-customizable interface with support for button, slider and color picker controls
 - 4.3" capacitive touch display
 - 480 x 272 resolution, 24-bit color
- Provides a user interface for one or more Mosaic Controllers
- Software and configuration upload using Ethernet
- Support for up to 40 Touchscreens or Show Controllers in any combination
- Supports buttons, faders, color picker, labels, keypads, and clock control types
- Learning IR receiver compatible with 3rd-party remote
- Touchscreen configuration stores as part of the system configuration file in non-volatile, solid-state memory
- Solid-state, high-reliability components

MECHANICAL

- Metal faceplate with magnetic overlay
- Wall mounted with no visible means of attachment
- Mounts in flush or surface mount backbox provided by ETC
 - Compatible with standard 2-gang EU/UK backboxes
- IP40 ingress rating

ELECTRICAL

- RJ45 socket supporting 10/100Base-TX Ethernet with link and data LED with Static and DHCP addressing support
- PoE powered (IEEE 802.3af, Class 2) 4 W typical draw

THERMAL

- Ambient temperature: 0–50° C (32°–122° F)
- 10–50% relative humidity, non-condensing

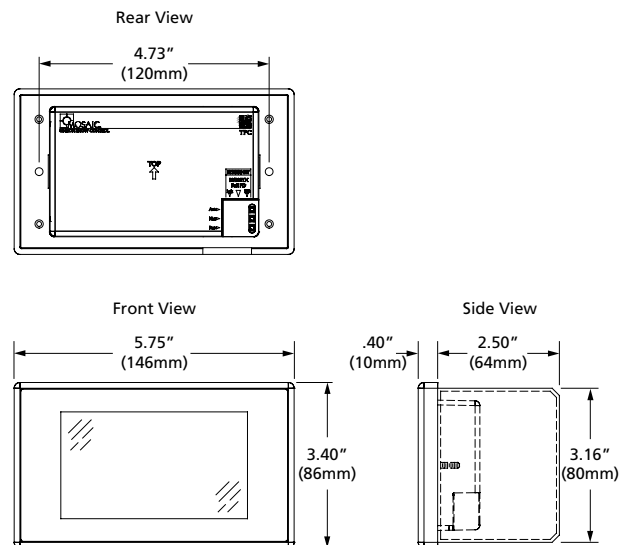
PHYSICAL**Touchscreen Dimensions***

MODEL	HEIGHT		WIDTH		DEPTH	
	in	mm	in	mm	in	mm
M-TS	3.35	85	5.75	146	0.40	10
-FBB	3.00	76	5.35	136	2.50	64
-SBB	3.35	85	5.75	146	2.50	64

Touchscreen Weights*

MODEL	WEIGHT		SHIPPING WEIGHT	
	lb	kg	lb	kg
M-TS	0.53	0.24	0.93	0.42

*Weights and dimensions typical



Corporate Headquarters • Middleton, WI USA

Global Offices • London, UK • Rome, IT • Holzkirchen, DE • Paris, FR • Hong Kong
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*Trademark and patent info: etcconnect.com/®etcconnect.com



A permanent power supply for buildings and machines

INSTA-POWER – compact, highly efficient and reliable

The single-phase INSTA-POWER switched mode power supplies are characterized by a large power spectrum, a compact design and a good price-performance ratio. They are suitable for temperature ranges from -25 °C to +70 °C, have international approvals and a wide range voltage input. This makes them suitable for a wide range of applications. This also includes signal and telecommunication systems as well as automation systems with low power requirements up to 96 watts.

- Extremely compact and particularly energy-efficient
- Available in nine variants with 5, 12, 24 and 48 V DC output voltage
- Universally applicable thanks to international approvals (cCSAus (UL508), Cl. 1, Div. 2, and NEC Class 2 until 90W)
- Flexible on mounting rails or wall mountable at the Switch cabinet
- Fast installation with PUSH IN connection technology

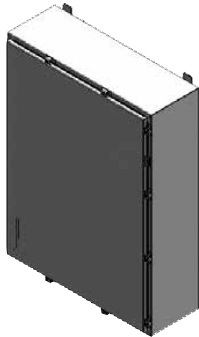


Type	Input		Output		Dimensions	Order number
	Input AC	Input DC	rated voltage-DC	Adjustable Output	width x height x depth in mm	
PRO INSTA 30W 5V 6A	85...264 V AC	95...370 V DC	5 V DC / 6 A	4 - 7 V DC	72 x 90 x 60	2580210000
PRO INSTA 30W 12V 2.6A	85...264 V AC	95...370 V DC	12 V DC / 2.6 A	9 - 16 VDC	54 x 90 x 60	2580220000
PRO INSTA 60W 12V 5A	85...264 V AC	95...370 V DC	12 V DC / 5 A	9 - 16 V DC	72 x 90 x 60	2580240000
PRO INSTA 16W 24V 0.7A	85...264 V AC	95...370 V DC	24 V DC / 0.7 A	22-28 V DC	22,5 x 90 x 60	2580180000
PRO INSTA 30W 24V 1.3A	85...264 V AC	95...370 V DC	24 V DC / 1.3 A	22-28 V DC	72 x 90 x 60	2580190000
PRO INSTA 60W 24V 2.5A	85...264 V AC	95...370 V DC	24 V DC / 2.5 A	22-28 V DC	72 x 90 x 60	2580230000
PRO INSTA 90W 24V 3.8A	85...264 V AC	95...370 V DC	24 V DC / 4 A	22-28 V DC	90 x 90 x 60	2580250000
PRO INSTA 96W 24V 4A	85...264 V AC	95...370 V DC	24 V DC / 3.8 A	22-28 V DC	90 x 90 x 60	2580260000
PRO INSTA 96W 48V 2A	85...264 V AC	95...370 V DC	48 V DC / 2 A	35 - 56 V DC	90 x 90 x 60	2580270000



Wall Mount Enclosures

Type 4 & 4X Single Door



APPLICATION - Designed to protect electrical controls, instruments, and/or terminals in certain outdoor applications or wet areas, where regular hosing down with water is standard procedure.

CONSTRUCTION - Fabricated from 14 gauge carbon steel, 14 gauge type 304,

type 316 stainless steel or .125" 5052 H32 aluminum with continuously welded seams. Enclosure features:

- Door is secured with heavy-duty continuous hinge with removable hinge pin and stainless steel clamps
- Padlocking hasp and staple
- Adhesive backed, oil resistant gasket applied to the doors
- Print pocket
- External mounting feet for wall or machinery mounting
- Ground studs installed inside cabinet and door
- Collar studs provided for mounting optional sub panels.

FINISH - Standard RAL 7035 texture polyester powder coat finish on interior and exterior of enclosures. Recoatable, smooth, white or ANSI-61 gray available at no charge. Standard RAL and custom

match finishes available for an additional charge, please contact Schaefer's Electrical Enclosures, Inc. for further assistance. All powder coat finishes applied over cleaned phosphatized surfaces. Carbon steel sub panels have a white polyester powder coat finish. Stainless Steel and Aluminum enclosures have a polished #4 finish.

OPTIONS - Schaefer's Electrical Enclosures, Inc. can modify standard enclosures or custom design enclosures according to your specifications. Holes, cutouts, sizes, materials, and many more options are available. Quotations upon request.

INDUSTRY STANDARDS

- UL 50 Listed
- CUL 50 Listed
- Type 4 & 4X

Catalog Number				Enclosure Size	Shpg. Wt.	Sub Panel	Sub Panel Size
Carbon Steel #	304 Stainless Steel #	316 Stainless Steel #	Aluminum #	H x W x D (inches)		Part Number	H x L (inches)
SPN4-16126	SPN4SS-16126	SPN4SS6-16126	SPN4AL-16126	16 x 12 x 6	24	SPP-1612	13 x 9
SPN4-16166	SPN4SS-16166	SPN4SS6-16166	SPN4AL-16166	16 x 16 x 6	29	SPP-1616	13 x 13
SPN4-16206	SPN4SS-16206	SPN4SS6-16206	SPN4AL-16206	16 x 20 x 6	33	SPP-2016	17 x 13
SPN4-20166	SPN4SS-20166	SPN4SS6-20166	SPN4AL-20166	20 x 16 x 6	33	SPP-2016	17 x 13
SPN4-20206	SPN4SS-20206	SPN4SS6-20206	SPN4AL-20206	20 x 20 x 6	38	SPP-2020	17 x 17
SPN4-24126	SPN4SS-24126	SPN4SS6-24126	SPN4AL-24126	24 x 12 x 6	32	SPP-2412	21 x 9
SPN4-24166	SPN4SS-24166	SPN4SS6-24166	SPN4AL-24166	24 x 16 x 6	39	SPP-2416	21 x 13
SPN4-24206	SPN4SS-24206	SPN4SS6-24206	SPN4AL-24206	24 x 20 x 6	45	SPP-2420	21 x 17
SPN4-24246	SPN4SS-24246	SPN4SS6-24246	SPN4AL-24246	24 x 24 x 6	51	SPP-2424	21 x 21
SPN4-30206	SPN4SS-30206	SPN4SS6-30206	SPN4AL-30206	30 x 20 x 6	53	SPP-3020	27 x 17
SPN4-30246	SPN4SS-30246	SPN4SS6-30246	SPN4AL-30246	30 x 24 x 6	61	SPP-3024	27 x 21
SPN4-36246	SPN4SS-36246	SPN4SS6-36246	SPN4AL-36246	36 x 24 x 6	69	SPP-3624	33 x 21
SPN4-20126	SPN4SS-20126	SPN4SS6-20126	SPN4AL-20126	20 x 12 x 6	29	SPP-2012	17 x 9
SPN4-12246	SPN4SS-12246	SPN4SS6-12246	SPN4AL-12246	12 x 24 x 6	32	SPP-1224	9 x 21
SPN4-20246	SPN4SS-20246	SPN4SS6-20246	SPN4AL-20246	20 x 24 x 6	46	SPP-2024	17 x 21
SPN4-30166	SPN4SS-30166	SPN4SS6-30166	SPN4AL-30166	30 x 16 x 6	46	SPP-3016	27 x 13
SPN4-36306	SPN4SS-36306	SPN4SS6-36306	SPN4AL-36306	36 x 30 x 6	86	SPP-3630	33 x 27
SPN4-12248	SPN4SS-12248	SPN4SS6-12248	SPN4AL-12248	12 x 24 x 8	35	SPP-1224	9 x 21
SPN4-16128	SPN4SS-16128	SPN4SS6-16128	SPN4AL-16128	16 x 12 x 8	27	SPP-1612	13 x 9
SPN4-16168	SPN4SS-16168	SPN4SS6-16168	SPN4AL-16168	16 x 16 x 8	31	SPP-1616	13 x 13
SPN4-16208	SPN4SS-16208	SPN4SS6-16208	SPN4AL-16208	16 x 20 x 8	29	SPP-2016	17 x 13
SPN4-20128	SPN4SS-20128	SPN4SS6-20128	SPN4AL-20128	20 x 12 x 8	30	SPP-2012	17 x 9
SPN4-20168	SPN4SS-20168	SPN4SS6-20168	SPN4AL-20168	20 x 16 x 8	36	SPP-2016	17 x 13
SPN4-20208	SPN4SS-20208	SPN4SS6-20208	SPN4AL-20208	20 x 20 x 8	43	SPP-2020	17 x 17
SPN4-20248	SPN4SS-20248	SPN4SS6-20248	SPN4AL-20248	20 x 24 x 8	50	SPP-2020	21 x 17
SPN4-24168	SPN4SS-24168	SPN4SS6-24168	SPN4AL-24168	24 x 16 x 8	41	SPP-2416	21 x 13
SPN4-24208	SPN4SS-24208	SPN4SS6-24208	SPN4AL-24208	24 x 20 x 8	50	SPP-2420	21 x 17
SPN4-24248	SPN4SS-24248	SPN4SS6-24248	SPN4AL-24248	24 x 24 x 8	57	SPP-2424	21 x 21
SPN4-24308	SPN4SS-24308	SPN4SS6-24308	SPN4AL-24308	34 x 30 x 8	66	SPP-2424	27 x 21
SPN4-30208	SPN4SS-30208	SPN4SS6-30208	SPN4AL-30208	30 x 20 x 8	56	SPP-3020	27 x 17
SPN4-30248	SPN4SS-30248	SPN4SS6-30248	SPN4AL-30248	30 x 24 x 8	67	SPP-3024	27 x 21
SPN4-30308	SPN4SS-30308	SPN4SS6-30308	SPN4AL-30308	30 x 30 x 8	79	SPP-3030	27 x 27
SPN4-30368	SPN4SS-30368	SPN4SS6-30368	SPN4AL-30368	30 x 36 x 8	90	SPP-3030	33 x 27
SPN4-36248	SPN4SS-36248	SPN4SS6-36248	SPN4AL-36248	36 x 24 x 8	75	SPP-3624	33 x 21
SPN4-36308	SPN4SS-36308	SPN4SS6-36308	SPN4AL-36308	36 x 30 x 8	95	SPP-3630	33 x 27
SPN4-36368	SPN4SS-36368	SPN4SS6-36368	SPN4AL-36368	36 x 36 x 8	104	SPP-3636	33 x 33
SPN4-42248	SPN4SS-42248	SPN4SS6-42248	SPN4AL-42248	42 x 24 x 8	85	SPP-4224	39 x 21
SPN4-42308	SPN4SS-42308	SPN4SS6-42308	SPN4AL-42308	42 x 30 x 8	105	SPP-4230	39 x 27
SPN4-42368	SPN4SS-42368	SPN4SS6-42368	SPN4AL-42368	42 x 36 x 8	120	SPP-4236	39 x 33
SPN4-48248	SPN4SS-48248	SPN4SS6-48248	SPN4AL-48248	48 x 24 x 8	97	SPP-4824	45 x 21
SPN4-48308	SPN4SS-48308	SPN4SS6-48308	SPN4AL-48308	48 x 30 x 8	119	SPP-4830	45 x 27
SPN4-48368	SPN4SS-48368	SPN4SS6-48368	SPN4AL-48368	48 x 36 x 8	137	SPP-4836	45 x 33

NOTE: Sub panels must be ordered separately. Reference page 122 for sub panel layout.

Weights for Aluminum Enclosures are not listed. Please contact Schaefer's Electrical Enclosures, Inc. for weight.

**Wall Mount Enclosures****Type 4 & 4X Single Door**

Carbon Steel #	Catalog Number			Enclosure Size H x W x D (inches)	Shpg. Wt.	Sub Panel Part Number	Sub Panel Size H x L (inches)
	304 Stainless Steel #	316 Stainless Steel #	Aluminum #				
SPN4-60368	SPN4SS-60368	SPN4SS6-60368	SPN4AL-60368	60 x 36 x 8	164	SPP-6036	57 x 33
SPN4-161210	SPN4SS-161210	SPN4SS6-161210	SPN4AL-161210	16 x 12 x 10	29	SPP-1612	13 x 9
SPN4-201610	SPN4SS-201610	SPN4SS6-201610	SPN4AL-201610	20 x 16 x 10	39	SPP-2016	17 x 13
SPN4-241210	SPN4SS-241210	SPN4SS6-241210	SPN4AL-241210	24 x 12 x 10	39	SPP-2412	21 x 9
SPN4-242010	SPN4SS-242010	SPN4SS6-242010	SPN4AL-242010	24 x 20 x 10	53	SPP-2420	21 x 17
SPN4-302010	SPN4SS-302010	SPN4SS6-302010	SPN4AL-302010	30 x 20 x 10	60	SPP-3020	27 x 17
SPN4-242410	SPN4SS-242410	SPN4SS6-242410	SPN4AL-242410	24 x 24 x 10	63	SPP-2424	21 x 21
SPN4-302410	SPN4SS-302410	SPN4SS6-302410	SPN4AL-302410	30 x 24 x 10	73	SPP-3024	27 x 21
SPN4-362410	SPN4SS-362410	SPN4SS6-362410	SPN4AL-362410	36 x 24 x 10	82	SPP-3624	33 x 21
SPN4-363010	SPN4SS-363010	SPN4SS6-363010	SPN4AL-363010	36 x 30 x 10	100	SPP-3630	33 x 27
SPN4-423010	SPN4SS-423010	SPN4SS6-423010	SPN4AL-423010	42 x 30 x 10	116	SPP-4230	39 x 27
SPN4-423610	SPN4SS-423610	SPN4SS6-423610	SPN4AL-423610	42 x 36 x 10	124	SPP-4236	39 x 33
SPN4-483010	SPN4SS-483010	SPN4SS6-483010	SPN4AL-483010	48 x 30 x 10	124	SPP-4830	45 x 27
SPN4-483610	SPN4SS-483610	SPN4SS6-483610	SPN4AL-483610	48 x 36 x 10	148	SPP-4836	45 x 33
SPN4-603610	SPN4SS-603610	SPN4SS6-603610	SPN4AL-603610	60 x 36 x 10	166	SPP-6036	57 x 33
SPN4-201612	SPN4SS-201612	SPN4SS6-201612	SPN4AL-201612	20 x 16 x 12	42	SPP-2016	17 x 13
SPN4-242012	SPN4SS-242012	SPN4SS6-242012	SPN4AL-242012	24 x 20 x 12	57	SPP-2420	21 x 17
SPN4-242412	SPN4SS-242412	SPN4SS6-242412	SPN4AL-242412	24 x 24 x 12	64	SPP-2424	21 x 21
SPN4-302412	SPN4SS-302412	SPN4SS6-302412	SPN4AL-302412	30 x 24 x 12	77	SPP-3024	27 x 21
SPN4-303012	SPN4SS-303012	SPN4SS6-303012	SPN4AL-303012	30 x 30 x 12	94	SPP-3030	27 x 27
SPN4-362412	SPN4SS-362412	SPN4SS6-362412	SPN4AL-362412	36 x 24 x 12	89	SPP-3624	33 x 21
SPN4-363012	SPN4SS-363012	SPN4SS6-363012	SPN4AL-363012	36 x 30 x 12	103	SPP-3630	33 x 27
SPN4-423012	SPN4SS-423012	SPN4SS6-423012	SPN4AL-423012	42 x 30 x 12	122	SPP-4230	39 x 27
SPN4-723012	SPN4SS-723012	SPN4SS6-723012	SPN4AL-723012	72 x 30 x 12	181	SPP-7230	69 x 27
SPN4-363612	SPN4SS-363612	SPN4SS6-363612	SPN4AL-363612	36 x 36 x 12	127	SPP-3636	33 x 33
SPN4-423612	SPN4SS-423612	SPN4SS6-423612	SPN4AL-423612	42 x 36 x 12	135	SPP-4236	39 x 33
SPN4-483612	SPN4SS-483612	SPN4SS6-483612	SPN4AL-483612	48 x 36 x 12	152	SPP-4836	45 x 33
SPN4-603612	SPN4SS-603612	SPN4SS6-603612	SPN4AL-603612	60 x 36 x 12	190	SPP-6036	57 x 33
SPN4-723612	SPN4SS-723612	SPN4SS6-723612	SPN4AL-723612	72 x 36 x 12	215	SPP-7236	69 x 33
SPN4-242016	SPN4SS-242016	SPN4SS6-242016	SPN4AL-242016	24 x 20 x 16	67	SPP-2420	21 x 17
SPN4-242416	SPN4SS-242416	SPN4SS6-242416	SPN4AL-242416	24 x 24 x 16	75	SPP-2424	21 x 21
SPN4-302416	SPN4SS-302416	SPN4SS6-302416	SPN4AL-302416	30 x 24 x 16	88	SPP-3024	27 x 21
SPN4-363016	SPN4SS-363016	SPN4SS6-363016	SPN4AL-363016	36 x 30 x 16	121	SPP-3630	33 x 27
SPN4-723016	SPN4SS-723016	SPN4SS6-723016	SPN4AL-723016	72 x 30 x 16	206	SPP-7230	69 x 27
SPN4-423616	SPN4SS-423616	SPN4SS6-423616	SPN4AL-423616	42 x 36 x 16	155	SPP-4236	39 x 33
SPN4-483616	SPN4SS-483616	SPN4SS6-483616	SPN4AL-483616	48 x 36 x 16	170	SPP-4836	45 x 33
SPN4-603616	SPN4SS-603616	SPN4SS6-603616	SPN4AL-603616	60 x 36 x 16	199	SPP-6036	57 x 33
SPN4-302420	SPN4SS-302420	SPN4SS6-302420	SPN4AL-302420	30 x 24 x 20	96	SPP-3024	27 x 21
SPN4-363020	SPN4SS-363020	SPN4SS6-363020	SPN4AL-363020	36 x 30 x 20	127	SPP-3630	33 x 27
SPN4-723020	SPN4SS-723020	SPN4SS6-723020	SPN4AL-723020	72 x 30 x 20	227	SPP-7230	69 x 27
SPN4-483620	SPN4SS-483620	SPN4SS6-483620	SPN4AL-483620	48 x 36 x 20	190	SPP-4836	45 x 33
SPN4-603620	SPN4SS-603620	SPN4SS6-603620	SPN4AL-603620	60 x 36 x 20	240	SPP-6036	57 x 33
SPN4-302424	SPN4SS-302424	SPN4SS6-302424	SPN4AL-302424	30 x 24 x 24	109	SPP-3024	27 x 21
SPN4-723024	SPN4SS-723024	SPN4SS6-723024	SPN4AL-723024	72 x 30 x 24	243	SPP-7230	69 x 27

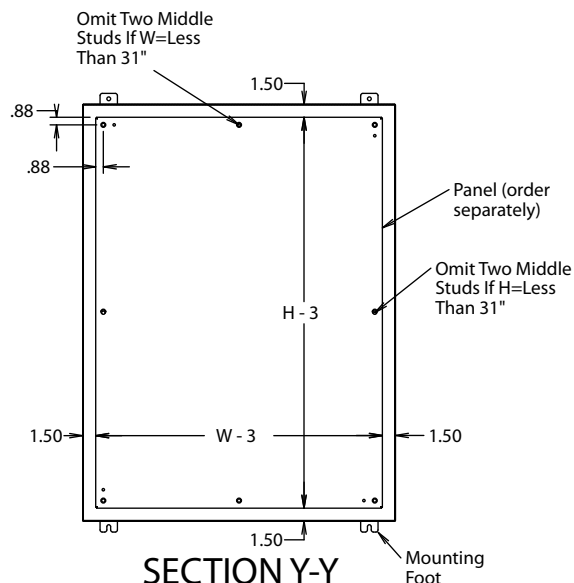
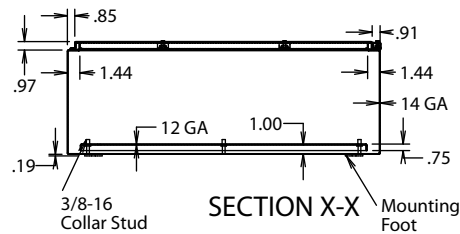
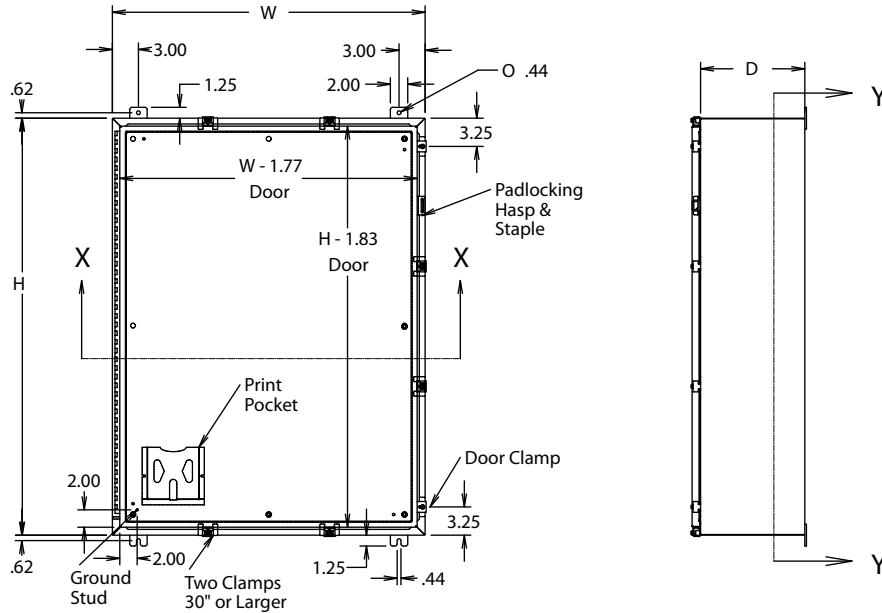
NOTE: Sub panels must be ordered separately. Reference page 122 for sub panel layout.

Weights for Aluminum Enclosures are not listed. Please contact Schaefer's Electrical Enclosures, Inc. for weight.



Wall Mount Enclosures Type 4 & 4X Single Door

SPN4 • SPN4SS • SPN4SS6

**NOTES:**

1. Print pocket = 6" x 6" when H and W are 24" or less.
Print pocket = 9" x 9" when H and W are greater than 24".
2. Panels have formed flanges on all four sides when Height or Width is equal to or greater than 18".
3. On 12" wide enclosures, center of mounting foot to edge of enclosure is 1.25".


UL497B LISTED - I_{max} 20kA - I_n 5kA - Modular
DLAW-12D3
DATALINE


- Hybrid SAD-GDT Technology
- UL497B LISTED
- 20kA I_{max}
- 5kA I_{imp}
- 5kA I_n
- Modular
- 2W+SHIELD+G



G: 3-electrode gas tube Gb: 2-electrode gas tube R: Resistor D: Clamping diode	
Electrical Characteristics	
Insertion loss	< 1 dB
Max. load current	IL 300 mA
Protection mode(s)	Common/Differential mode
Impulse current (2 x 10/350µs Test - D1 Category)	I _{imp} 5 kA
Nominal discharge current (8/20µs Test x 10 - C2 Category)	I _n 5 kA
DATA SPD TYPE	UL497B LISTED
VOLTS	(V) 12
WIRES	2W+SHIELD+GROUND
LINE CURRENT MAX	(A) 2
AMBIENT MIN	(C) -50
AMBIENT MAX	(C) +85
RESIDUAL VOLTAGE	(V) 30
MCOV	(V) 15/72/72
I _N (10 impulses 8/20µs)	(kA) 5.0000
I _{MAX} (8/20µs)	(kA) 20
DATA SPEED	(bps) 10/100
Mechanical Characteristics	
Weight	0.063 kg
TECHNOLOGY	SAD-GDT
NETWORK CONFIGURATION	1 Channel (2W+SHIELD+G)
CONNECTION METHOD	Screw Terminal (16-22AWG)
MOUNTING	DIN RAIL
MATERIAL	Thermoplastic UL94-V0
NEMA RATING (IP RATING)	NEMA 2 (IP20)
DIMENSIONS	See diagram (mm)
WEIGHT	0.30 lbs
SPARE PART	DLAWM-12D3
Standards	
Certification	UL listed
UL STANDARD	UL497B
UL CATEGORY	QVGO
UL FILE NUMBER	E184939
STANDARDS	IEC 61643-11, NOM-003-SCFI-2014, NOM-001-SCFI-1993
ENVIRONMENTAL STANDARDS	ROHS
Part number	
640802	





CITEL

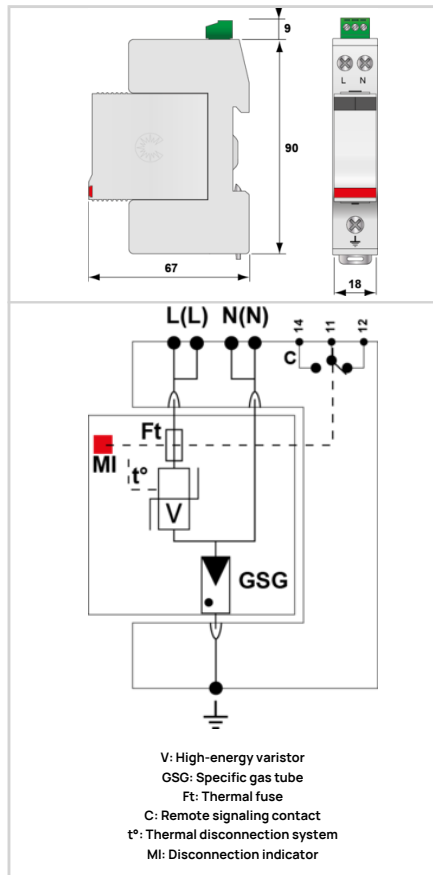
UL TYPE 4CA - I_{max} 40kA - In 20kA - Modular

DS240S-120/G

AC POWER



- MOV+GSG Technology
- UL1449 TYPE 4CA
- 40kA Surge Current Rating per module
- Visual fault indicator and remote contacts
- 10-Year warranty



Option

Remote status dry contact electrical rating(Max Voltage)	V	250.0000
Remote status dry contact electrical rating(Max Current)	A	0.5000
RFI Filter		No

Installation

Wiring type		screw
Solid wire cross section (Min)	mm ²	1.5000
Solid Wire cross section (Max)	mm ²	16.0000
Stranded Wire cross section (Min)	mm ²	1.5000
Stranded wire cross section (Max)	mm ²	10.0000
Wire gauge (Min)	AWG	15.0000
Wire gauge (Max)	AWG	5.0000
Torque	Nm	1.2-1.5
Torque	in-lbs	10.6-13.3
Strip Length	mm	16.0000
Strip Length	in	0.6300
Operating Temperature (Min)	°C	-40.0000
Operating Temperature (Max)	°C	85.0000
Operating Temperature (Min)	°F	-40.0000
Operating Temperature (Max)	°F	85.0000
Operating Relative Humidity (Max)	%RH	95
Operating Altitude (Max)	m	2000.0000
Operating Altitude (Max)	Ft	6500.0000
Housing/Enclosure material		Thermoplastic
Flammability rating (UL 94)		V0
Mounting		Rail Din
IP Environmental rating (IP)		IP20
Installation Location		Indoor / outdoor
Spare part		Module
Product Dimension (L)	mm	90.0000
Product Dimension (H)	mm	67.0000
Product Dimension (W)	mm	18.0000
Product Dimension (L)	In	3.5400
Product Dimension (H)	In	2.6300
Product Dimension (W)	In	0.7100

Miscellaneous

Individual Pack		Yes
Storage Temperature (Min)	°C	-40.0000
Storage Temperature (Max)	°C	85.0000
Storage Temperature (Min)	°F	-40.0000
Storage Temperature (Max)	°F	85.0000
Storage Relative Humidity (Max)	%RH	95.0000

Electrical Characteristics

SPD type (following IEC tests)		2
Max. discharge current (max. withstand @ 8/20 μs by pole)	I _{max}	40 kA

Submitting Agency:


SESCO
L I G H T I N G

ORLANDO
222 West Maitland Blvd.
Maitland, FL 32751
P: (407) 629-6100
F: (407) 629-6213

Description:

LIIGHTING CONTROL ENCLOSURE

Project:

BAY SIDE PARK

Notes:

Type:

LCP-1UL TYPE 4CA - I_{max} 40kA - In 20kA - Modular

AC POWER

DS240S-120/G

Total Maximum discharge current (max. total withstand @ 8 /20 μs)	I _{max} Total	40 kA
Protection mode(s)		Common/Differential mode
POWER SPD TYPE		UL1449 TYPE 4CA
VOLTS	(V)	240/120
AC/DC/DC PV/RF		AC
PHASE	(PH)	1S
AMPS	(A)	n/a
AMBIENT MIN	(C)	-35
AMBIENT MAX	(C)	+60
MODES		L-N, L-G, N-G
MLV	(V)	-/1460/1890/1340
MCOV	(V)	-/150/150/255
IN(15 impulses 8/20μs)	(kA)	20
SCCR	(kA)	n/a
IMAX(8/20μs)	(kA)	40
Mechanical Characteristics		
Connection to Network		by screw terminals: 1.5-10mm ² (L/N) or 2.5-25mm ² (PE)
Mounting		Symmetrical rail 35 mm (DIN 60715)
Housing material		Thermoplastic UL94 V-0
Operating temperature	T _u	-40/+85°C
Protection rating		IP20
TECHNOLOGY		MOV+GSG
NETWORK CONFIGURATION		1PH, 2W+G, Single Phase
CONNECTION METHOD		Screw Terminal (8-12AWG)
MOUNTING		DIN RAIL
MATERIAL		Thermoplastic UL94-V0
NEMA RATING (IP RATING)		NEMA 2 (IP20)
FAIL-SAFE BEHAVIOR		Disconnection via fuse-link
REAL-TIME DIAGNOSTICS		Visual indicator and remote contacts
DIMENSIONS		See diagram (mm)
WEIGHT		0.30 lbs
Standards		
Standards compliance		IEC 61643-11 / EN 61643-11 / UL1449 ed.4
Certification		UL / CSA / EAC
UL STANDARD		UL1449 4th Edition
UL CATEGORY		VZCA2, VZCA8
UL FILE NUMBER		E326289
STANDARDS		NOM-003-SCFI-2014, NOM-001-SCFI-1993
ENVIRONMENTAL STANDARDS		ROHS
Part number		
311631		





FORMULA UL Molded Case Circuit Breakers A1 & A2 Frames

A1 Frames



General

ABB's FORMULA molded case circuit breaker line offers simplicity and quality in some of the smallest dimensions available. The FORMULA A1 breaker frame size ranges in amperes from 15 through 100 with protection trip units that have fixed thermal and magnetic threshold values. The frame is available in a fixed version with front terminals.

Standards

UL 489 & IEC 60947-2

Dimensions (w x d x h):

1 pole: 1.00" x 2.36" x 5.12"

2 pole: 2.00" x 2.36" x 5.12"

3 pole: 3.00" x 2.36" x 5.12"

Weight:

1 pole: 0.54 lbs

2 pole: 1.04 lbs

3 pole: 1.54 lbs

Available Accessories:

Shunt opening release (2p & 3p)

Undervoltage release (2p & 3p)

Auxiliary contacts (2p & 3p)

Termination kits (1p, 2p & 3p)

Padlocks (1p, 2p & 3p)

Direct and extended rotary handles (3p)

A1 100A - Fixed (F) 1 pole - Front terminals (F) Thermomagnetic trip unit - TMF Icu (240 V)

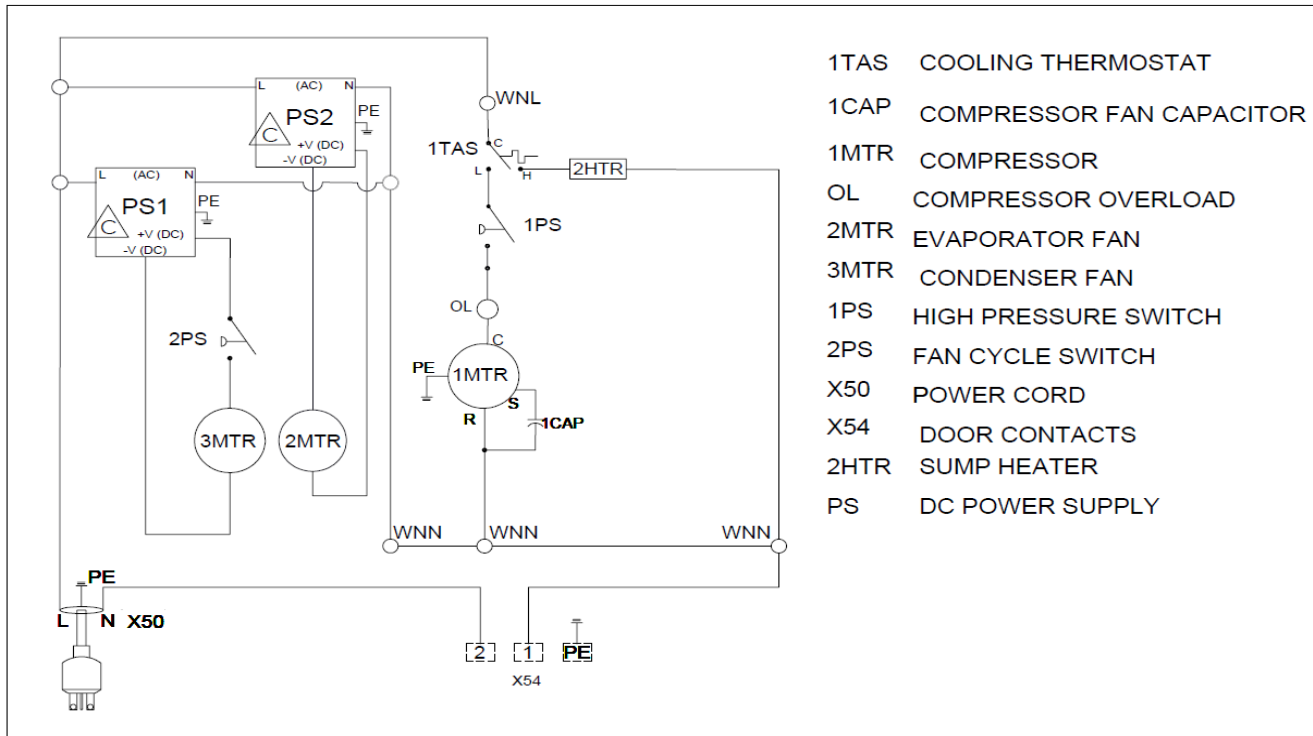
Rating A	Magnetic trip A	Catalog number A (10kA)	Catalog number N (18kA)
15	400	A1A015TW-1	A1N015TW-1
20	400	A1A020TW-1	A1N020TW-1
25	400	A1A025TW-1	A1N025TW-1
30	400	A1A030TW-1	A1N030TW-1
40	400	A1A040TW-1	A1N040TW-1
50	500	A1A050TW-1	A1N050TW-1
60	600	A1A060TW-1	A1N060TW-1
70	700	A1A070TW-1	A1N070TW-1
80	800	A1A080TW-1	A1N080TW-1
90	900	A1A090TW-1	A1N090TW-1
100	1000	A1A100TW-1	A1N100TW-1

A1 100A - Fixed (F) 2 pole - Front terminals (F) Thermomagnetic trip unit - TMF Icu (240 V)

Rating A	Magnetic trip A	Catalog number A (10kA)	Catalog number N (25kA)
15	400	A1A015TW-2	A1N015TW-2
20	400	A1A020TW-2	A1N020TW-2
25	400	A1A025TW-2	A1N025TW-2
30	400	A1A030TW-2	A1N030TW-2
40	400	A1A040TW-2	A1N040TW-2
50	500	A1A050TW-2	A1N050TW-2
60	600	A1A060TW-2	A1N060TW-2
70	700	A1A070TW-2	A1N070TW-2
80	800	A1A080TW-2	A1N080TW-2
90	900	A1A090TW-2	A1N090TW-2
100	1000	A1A100TW-2	A1N100TW-2

A1 100A - Fixed (F) 3 pole - Front terminals (F) Thermomagnetic trip unit - TMF Icu (240 V)

Rating A	Magnetic trip A	Catalog number A (10kA)	Catalog number N (25kA)
15	300	A1A015TW	A1N015TW
20	300	A1A020TW	A1N020TW
25	300	A1A025TW	A1N025TW
30	300	A1A030TW	A1N030TW
40	400	A1A040TW	A1N040TW
50	500	A1A050TW	A1N050TW
60	600	A1A060TW	A1N060TW
70	700	A1A070TW	A1N070TW
80	800	A1A080TW	A1N080TW
90	900	A1A090TW	A1N090TW
100	1000	A1A100TW	A1N100TW

**DTS 3021/31(SS) 115V****NOTICE**

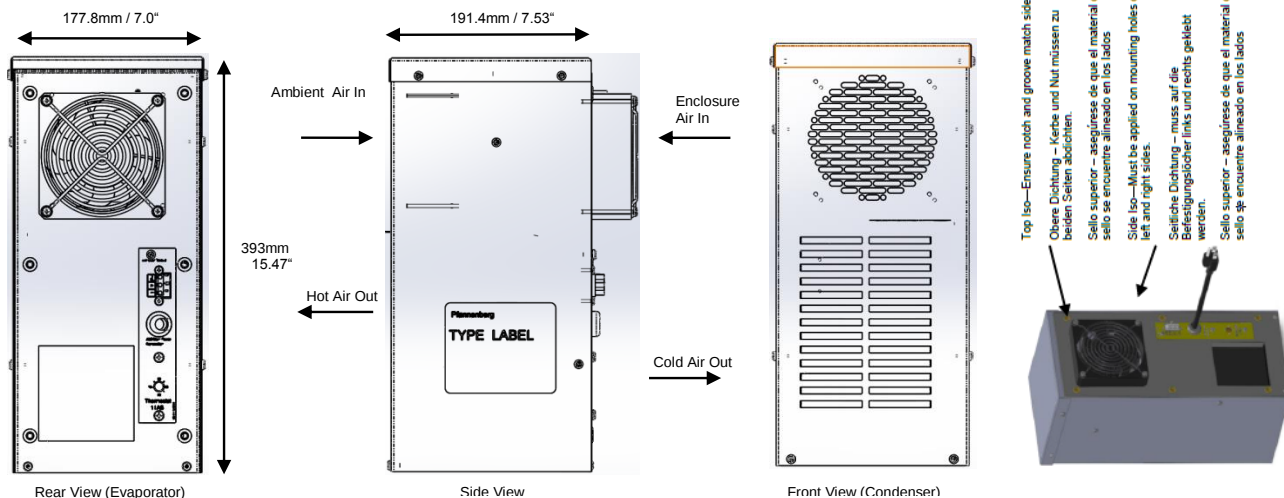
Prior to installation/operation of this unit, read installation/operation manual completely. Installation/operation should only be completed by properly trained personnel
Minimum distance to obstructions – 200mm (Exterior) - 100mm (Internal)
DO NOT APPLY external voltage to door contact switch. Damage to unit may result.

ACHTUNG

Lesen Sie vor der Installation / dem Betrieb dieses Geräts die Installations- / Bedienungsanleitung vollständig durch. Installation / Betrieb sollte nur von entsprechend geschultem Personal durchgeführt werden
Mindestabstand zu Hindernissen - 200 mm (Außen) - 100 mm (Innen)
KEINE externe Spannung an den Türkontaktschalter anlegen. Schäden am Gerät können die Folge sein.

NOTICE

Avant l'installation / l'utilisation de cet appareil, lisez le manuel d'installation / d'utilisation complètement. L'installation / opération ne doit être effectuée que par du personnel dûment formé
Distance minimale par rapport aux obstacles - 200 mm (supérieur) - 100 mm (interne)
NE PAS APPLIQUER de tension externe au commutateur de contact de porte. Des dommages à l'appareil peuvent en résulter.

Unit Dimensions / Air Flow / Sealing Gaskets

Submitting Agency:  ORLANDO 222 West Maitland Blvd. Maitland, FL 32751 P: (407) 629-6100 F: (407) 629-6213	Description: LIIGHTING CONTROL ENCLOSURE Project: BAY SIDE PARK Notes:	Type: LCP-1
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DTS 3021/31(SS) 115V

Technical Data / Technische Daten / Datos Técnicos

Cooling Data / Kältetechnische Daten / Datos de enfriamiento		DTS 3021/31(SS) 115V	
Cooling capacity / Kälteleistung / Capacidad de Enfriamiento (Q ₀) A35°C(95°F)/A35°C(95°F)		350 W / 1194 BTU/h	
Refrigerant type / Kältemittel-Typ / Tipo de refrigerante		R-134a	
Refrigerant amount / Kältemittelmenge / Cantidad de refrigerante		145 g / 5.11 oz.	
Adjustable thermostat setting 1TAS (factory set) / Thermostateinstellung (1TAS) (werkseitig eingestellt) / Termóstato ajustable que fija 1TAS (set de fabrica)		50°F – 104°F Factory Setting 95°F [10°C – 40°C Factory Setting 35°C]	
Failure indication: Enclosure internal temp. (factory set) / Störmeldung: Schaltschrank-Innentemp. (werkseitig eingestellt) / signal de défaut: Température intérieure de l'armoire (pré-réglage en usine)		50°F - 104°F [10°C - 40°C]	
Ambient air temperature / Umgebungslufttemperatur / Temperatura del aire ambiente		+ 8°C / + 46°F(- 40 °C/ - 40 °F) ... 45°C / 114°F	
Air volume, external circulation / Luftvolumenstrom, äußerer Kreislauf / Volumen de aire, circulación externa		169 m³/h / 99 CFM	
Air volume, internal circulation / Luftvolumenstrom, innerer Kreislauf / Volumen de aire, circulación interna		64 m³/h / 37 CFM	
Condensation discharge / Kondensatabscheidung / Descarga de la condensación		1/2" pipe connection	
Electrical data / Elektrische Kenndaten / Datos Eléctricos			
Voltage / Nennspannung / Voltaje - Frequency / Nennfrequenz / Frecuencia principal - Phase/		115 V	
Mains frequency / Nennfrequenz / Fréquence nominale *		60 Hz	
Operating range / Funktionsbereich / Tolérance		103 V .. 127 V	
Power consumption / Leistungsaufnahme / Consumo de energía – @ A35°C(95°F)/A35°C(95°F)		243 W	
Nominal Running Current / Nennlaufstrom / Courant nominal de fonctionnement		3.3 A	
Recommended Maximum Fuse Size		5.6 A (e.g. Time Delay Fuse Class CC)	
Certifications / Zertifizierungen / Certifications		CE, cULus	
		DTS 3021/31	DTS 3031 SS
Weight / Gewicht / Peso		30 lbs (13.6 kg)	
Unit construction / Gerätekonstruktion / Construcción de la Unidad		Sheet steel / Stahlblech / Acier	
Corrosion protection / Korrosionsschutz / Protection anti-corrosion		Galvanized, Electrostatically powder coated: ANSI61, Baked (200C / 392°F) / Verzinkt, elektrostatisch pulverbeschichtet ANSI61, gebrannt bei (200°C / 392°F) / Galvanizado, polvo electrostático revestido: ANSI61, Cocido al horno (200°C / 392°F)	304 stainless steel/ Rostfreier Stahl / Acieo Inoxydable
Protection classification (against the enclosure, under correct operating conditions)/ Schutzart (gegenüber dem Schaltschrank, bei bestimmungsgemäßen Einsatz)/ Clasificación de la protección (Para el gabinete, bajo condiciones de operación correctas)		Type 12 IP 54 (EN 60529)	Type3R 4/4x IP 56 (EN 60529)

Spare parts / Ersatzteile / Piezas de repuesto

Please order your spare parts only with the *Pfannenber*-parts-number. Bitte geben Sie bei der Bestellung von Ersatzteilen die *Pfannenber*-Teilenummer an. Pida por favor sus partes de repuesto solamente con el número de pieza de *Pfannenber*.

Description	DTS 3021/31 115V
Condenser fan / Kondensator Lüfter / Ventilador del condensador	18881100001
Evaporator fan / Verdampfer Lüfter / Ventilador del evaporador	18881100001
Thermostat / Thermostat / Termóstato	18883000001
Power Supply / Stromversorgung / De suministro de energía	18883000012



POWR-GARD® Blocks & Holders

LPSC / LPSM POWR-SAFE FUSE HOLDERS

600 V



Specifications

Voltage Rating	600 V ac/dc
Ampere Rating	30 A
Interrupting Rating	200 kA (Class CC) 100 kA (Midget)
Terminal Type	Pressure plate
Suggested Torque	17.7 in-lbs
Wire Range	#8-#14 CU
Housing	Thermoplastic
Fuse Clip	Silver plated copper
Zinc Plated Steel	Zinc plated steel
Terminal Screws	Nickel plated steel
Operating Temperature	-50 °C to +125 °C
Flammability Rating	UL 94 V-0
Approvals	UL Listed (LPSC File: E14721) UL Recognized (LPSM File: E14721) CSA Certified (LPSC/LPSM File: LR7316)
Environmental	RoHS Compliant, Lead (Pb) Free

Description

Littelfuse POWR-SAFE dead front holders provide optimum protection to personnel for Class CC and midget-style fuses.

Features/Benefits

- Indicating and non-indicating options available
- 1-, 2-, 3- and 4-pole configurations
- Easy installation and fuse removal with no additional pullers or tools required
- 35 mm DIN-rail mountable
- Ventilated design for cooler operation

Recommended Fuses

Class CC

Midget-style (10 x 38 mm)

Ordering Information

INDICATING		NON-INDICATING		FUSE TYPE	POLES
CATALOG NUMBER	ORDERING NUMBER	CATALOG NUMBER	ORDERING NUMBER		
LPSC001ID	LPSC0001ZXID	LPSC001	LPSC0001Z	Class CC	1
LPSC002ID	LPSC0002ZXID	LPSC002	LPSC0002Z	Class CC	2
LPSC003ID	LPSC0003ZXID	LPSC003	LPSC0003Z	Class CC	3
LPSC004ID	LPSC0004ZXID	LPSC004	LPSC0004Z	Class CC	4
LPSM001ID	LPSM0001ZXID	LPSM001	LPSM0001Z	Midget	1
LPSM002ID	LPSM0002ZXID	LPSM002	LPSM0002Z	Midget	2
LPSM003ID	LPSM0003ZXID	LPSM003	LPSM0003Z	Midget	3
LPSM004ID	LPSM0004ZXID	LPSM004	LPSM0004Z	Midget	4

Mult-Pole Assembly Kit

Ordering No. CYHP0001Z-KIT
(Kit contains 20 connector pincers & 10 handle pins)

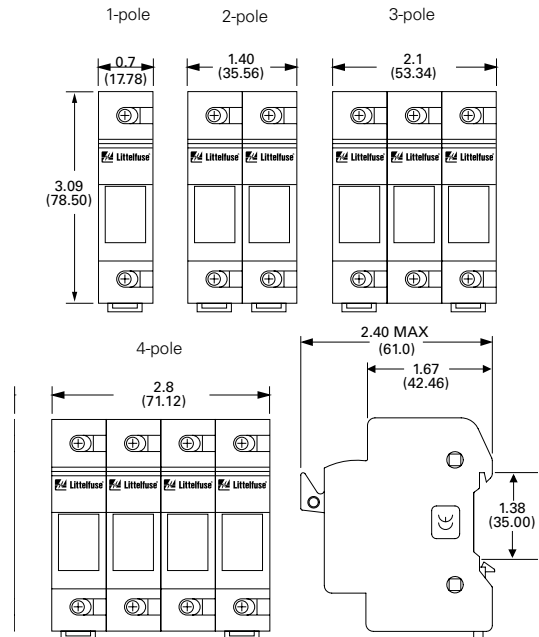
Web Resources

Download CAD drawings and other technical information:

Littelfuse.com/lpsc

Littelfuse.com/lpsm

Dimensions Inches (mm)



Disclaimer Notice – Information furnished is believed to be accurate and reliable. However, users should independently evaluate the suitability of and test each product selected for their own applications. Littelfuse products are not designed for, and may not be used in, all applications. Read complete Disclaimer Notice at www.littelfuse.com/product-disclaimer.



Catalog Number:

Date:

Project:



www.ilc-usa.com

LightLEEDer

Relay Panel

Overview

The LightLEEDer programmable lighting control relay panel is the key to a powerful, dependable, flexible and energy efficient lighting system. LightLEEDer panels come with our new Reliant40 relays which feature a superior four contact design — the first true 40Amp lighting relay. Reliant40 relays come in 1-, 2- and 3-pole configurations in a robust breaker-style body. LightLEEDer panels range in size from 4 to 64 relay capacity and are equipped with CAT-5 RJ45 connectors for LightSync data line devices and interconnecting panels. Panels include a keyboard and LCD screen, along with USB and TCP/IP connections for easy programming with our free LightLEEDer Pro Software. Add-on modules are available for connecting to BAS, theatrical, or security systems.



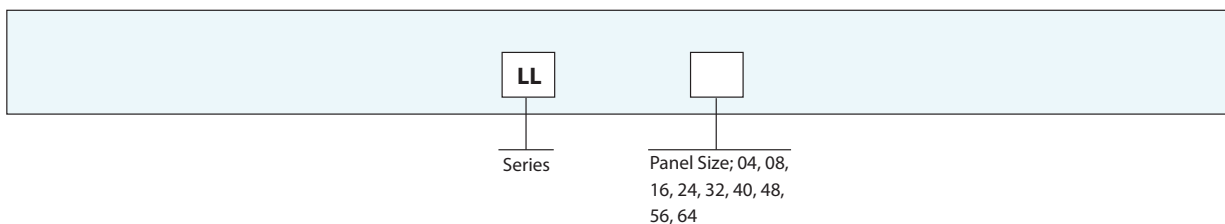
Features

- **Made in the USA**
- **Digital CAT 5** ready
- **Automatic** receptacle plug load and lighting circuit control
- **Programming Options** are done with a Integrated keypad with 4-line LCD display or using LightLEEDer Pro software via USB or TCP/IP.
- **Network Capability** allows you to connect up to 254 panels and 64 LightSync devices per panel, plus an additional 254 devices on the panel network.
- **Internet Capability** to interconnect panels across the internet.
- **Relay Groups** can comprise any relay on the network and be assigned to any of the 256 available groups — controlled by any timer, switch, or other external commands.
- **Relay Presets** can be programmed from any relay ON/OFF patterns and be assigned to any of the 256 available presets — controlled by any timer, switch, or other external commands.
- **Timer Scheduling** for **128 available timers** that can turn relays ON or OFF for Time-of-Day, Astronomical times, and Open/Close.
- **Clock Functions** include Automatic Astronomical calculation of Sunrise and Sunset, Adjustable Daylight Saving Time and Enable/Disable.
- **Switching Inputs** accepts virtually any type of switch, momentary or maintained, 2- or 3-wire switch and directly powers motion sensors, data line switches and devices.
- **Switch Input Flexibility** is provided with time-of-day function change and also has “and/or” logic built in.
- **Add-On Modules** available for each controller, and include BACnet IP, BACnet MSTP, Modbus RTU, Modbus ASCII, N2, LonWorks, DMX512, DTMF telephone switching and modem.

Warranty

Six-year limited warranty

Ordering

**Note:** Flush mounting option available



Catalog Number:

Date:

Project:

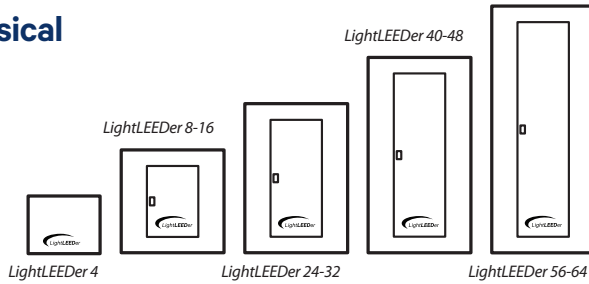


www.ilc-usa.com

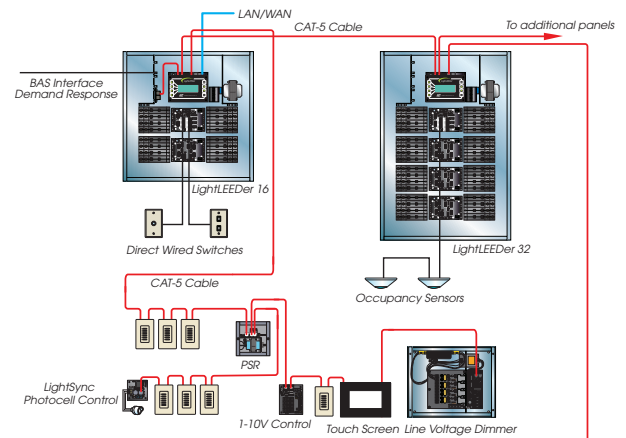
LightLEEDer

Relay Panel

Physical



Enclosure Size Options (NEMA Type 1 w/cover)				
Enclosure Type	Relays	Width	Height	Depth
LightLEEDer 4	1 to 4	14 in.	11 in.	6 in.
LightLEEDer 8-16	1 to 16	20 in.	20 in.	6 in.
LightLEEDer 24-32	1 to 32	20 in.	29 in.	6 in.
LightLEEDer 40-48	1 to 48	20 in.	38 in.	6 in.
LightLEEDer 56-64	1 to 64	20 in.	48 in.	6 in.



Specifications

Relays:

- Superior breaker style design
- Switch type override control
- Lockout feature disables control from panel
- 40 Amps @ 120, 277 and 347 VAC, 1-pole
- 40 Amps @ 208/240/480, 2 & 3-pole
- R40 Relays ordered separately

Safeguards:

- **Power surge and spike suppression** up to 123 volts on the 24VAC power input
- **Data Line surge and spike suppression** up to 8Kv and 15Kv through air
- **Memory retention** for firmware and programming up to 200 years and electrostatic discharge to 4Kv
- **Real-Time-Clock time retention** 45 days or greater without power
- **Internal memory backup** and restore

Physical:

- Double-sided construction for mounting directly to breaker box or stand alone
- Pre-drilled mounting holes for easy installation
- Provided with a removable hinged locking door. 4 size enclosure provided with a screw cover.

- High voltage barriers separate Normal/Emergency and Class 1/Class 2 wiring
- Optional NEMA 4 and 4X enclosures available

Electrical:

- 120 or 277 VAC @ 1 Amp, 347 VAC optional

Capacities:

- Up to 64 single pole relays
- 2 to 4 add-on modules

Operating Environment:

- Location: Interior space
- Operating Temp.: 0° to 50° C
- Humidity: 10% - 90% Non-condensing
- Atmosphere: Non-explosive/corrosive
- Vibration: Stationary

Certifications and Approvals:

- UL
- CUL
- FCC Part 15
- FCC Part 68
- Title 24
- ASHRAE compliant

1. **Requested Motion:**

Meeting Date: November 15, 2021

Designation of a Council representative to the six Town advisory boards/committees.

Why the action is necessary:

It is the policy of the Town Council to reorganize annually and designate a liaison to each of the Town's advisory boards or committees.

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

In accordance with Town Council Policies and Procedures, Council reorganization takes place at the first meeting after the second Tuesday in November. The reorganization may include designating a liaison to the Town's advisory committees. Whenever Town Council is called upon to make committee determinations, the Council should confirm its desire to continue its current committee structure.

The scope of each committee is listed as follows:

Anchorage Advisory Committee. Current liaison: Vice Mayor Hosafros
Advises Town Council and staff on all issues pertaining to the Town's public mooring field.

Audit Committee. Current liaison: Mayor Murphy
To serve in an advisory capacity to the Town Council in the election of an auditor to conduct the Town's annual financial audit and for other purposes as directed by Town Council.

Bay Oaks Recreational Campus Advisory Board. Current liaison: Council Member Allers
To serve the Town as a community center and recreational facility, providing individuals with social and community activities and events for both residents and visitors.

Cultural and Environmental Learning Center Advisory Board. Current liaison: Council Member Atterholt
Oversees the Mound House and Newton Park; the goals are to manage and promote the cultural, historical and environmental resources of Fort Myers Beach.

Marine Resources Task Force. Current liaison: Council Member Veach
To promote stewardship of our marine resources, to stop further damage and to rehabilitate Estero Bay and its surrounding waters, wildlife, plant life and air/water quality.

Public Safety Committee. Current liaison: Council Member Allers
To address any safety and transportation issues specifically assigned to the committee by the Town Council for the purpose of the health, safety and welfare of the citizens and visitors to the Town.

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 10/11/2021
Approved - 10/13/2021
Approved - 11/8/2021
Final Approval - 11/9/2021

1. **Requested Motion:**

Meeting Date: November 15, 2021

Designation of a Council representative and alternate to the seven outside committees on which Council members have previously served.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

COUNCILMEMBERS ITEMS AND
REPORTS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Reorganization of the Council includes selecting regular and alternate committee representatives for committees that are influential in decision making that affects the interests of the Town. The committees include:

Charlotte Harbor National Estuary Program - Policy Committee: <https://www.chnep.org>

The Charlotte Harbor National Estuary Program is a partnership to protect the natural environment of Florida from Venice to Bonita Springs to Winter Haven. The Policy Committee is a self-governed committee that establishes policies and goals for the Estuary program. Meets January 22, 2022, May 26, 2022, September 22, 2022 and January 26, 2023. Current representation : Town Environmental Services, alternate TBD.

Coastal Advisory Committee:

<http://www.leegov.com/naturalresources/marine/beachmgmnt/CAC>

A Lee County government committee that advises the BoCC, staff and various related advisory boards when proceeding with a project affecting beach and shoreline preservation regarding the proper methods in helping to conserve the beaches of Lee County. Meets periodically throughout the year, usually on the 4th Monday; current representation: Town Environmental Services, alternate TBD.

Community Human Services Council: <https://www.leegov.com/dhs/advisory>

A Lee County government committee that is composed of private and public community stakeholders, charged with the task of effectively designing a community-based plan for current and future human service needs in Lee County. Meets the 3rd Tuesday of every other month; current representation: Vice Mayor Hosafros

Fort Myers Beach Elementary School Youth Council:

Current representation: Mayor Murphy

Horizon Council: <http://www.leecountybusiness.com/horizon-council>

A Lee County Economic Development Office committee that advises the BoCC on economic development issues; current representation: Council Member Allers

Metropolitan Planning Organization: <http://leempo.com>

A Lee County BoCC committee that provides regional leadership addressing long term challenges and opportunities facing Southwest Florida. Meets monthly, 3rd Friday of the month; current

representation: Mayor Murphy, alternate Council Member Atterholt

Southwest Florida Regional Planning Council: <http://www.swfrpc.org>

A self-governed committee that provides regional leadership addressing long term challenges and opportunities facing Southwest Florida. Meets 3rd Thursday of the month; current representation: none. The Town receives reports upon request.

Tourist Development Council: <https://www.leevcb.com/tourist-development-council>

Membership on the Tourist Development Council includes one seat which rotates every two years between the City of Sanibel and the Town of Fort Myers Beach. Currently, the City of Sanibel holds that seat, which will expire June 30, 2022. The Town Council shall appoint one elected official to serve as the Town's representative: Current representation: Vice Mayor Hosafros, alternate Mayor Murphy

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 10/11/2021
Approved - 10/13/2021
Approved - 11/8/2021
Final Approval - 11/9/2021