



Fort Myers Beach Town Council

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

Agenda

Monday, January 24, 2022

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. ADVISORY COMMITTEES ITEMS AND REPORTS**
 - A. Bay Oaks Recreational Campus Advisory Board (BORCAB)
- VIII. APPROVAL OF MINUTES**
 - A. January 10, 2022 Town Council meeting
 - B. January 13, 2022 Management & Planning Session
- IX. CONSENT AGENDA**
 - A. RFP-18-20-PW; Miscellaneous Supplies Final Renewal
Authorize the Town Manager to exercise the last renewal in the Professional Services Agreement for On-going Uniform, Mats and Miscellaneous Janitorial Supplies with UniFirst for one year as allowed in the original contract.
- X. PUBLIC HEARINGS**
 - A. Ordinance 22-03; Bicycle and Vehicle Safety Amendments
First Reading and Public Hearing: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE III "BEACH BICYCLE AND VEHICLE SAFETY OF CHAPTER 28 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES, TOWN OF FORT MYERS BEACH, FLORIDA, REQUIRING SAFETY EQUIPMENT ON ALL RENTAL

OR LOANED BICYCLES OPERATED WITHIN THE TOWN'S JURISDICTION AS REQUIRED BY STATE LAW; AND PROVIDING FOR CODIFICATION; CONFLICTS; SCRIVENER'S ERRORS; SEVERABILITY AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on February 7, 2022 at 9:00 AM

XI. ADMINISTRATIVE AGENDA

- A. Special Event: 64th Annual Shrimp Festival
Approval for the 64th Annual Shrimp Festival
- B. STA #13: Construction of Mooring Field Expansion
Approve Supplemental Task Authorization #13 with Coastal Engineering Consultant's Inc., in the not to exceed amount of \$29,450 for Professional Engineering Services for the Mooring Field Expansion Construction, which includes construction plans and specifications, bidding assistance, construction management services and coordination, and authorizing the Town Manager to execute the Supplemental Task Authorization and expend budgeted funds.
- C. Execute CVA Grant for Pump Out Boat Procurement
Approve Resolution 22-02 authorizing the Town Manager to execute the Clean Vessel Act grant agreement and the purchase of a new pump-out boat from Pumpout USA in an amount not to exceed \$159,100.00, utilizing the trade-in value of the existing boat as grant match and authorizing the Town Manager to execute contract documents.
- D. Resolution 22-04; Land Acquisition
Approve Resolution 22-04, Authorizing the execution of a purchase and sale agreement between Gordon Zeng and the Town for the purchase of 2 parcels of land adjacent to Town Hall , appropriating and allocating funds for the purchase, and authorizing the Mayor, Town Manager and Town Attorney to take all necessary steps to close the Town's purchase of the property described as folio #'s 10227569 and 10574347.
- E. Resolution 22-03; American Rescue Plan Act funds priorities/uses
Approval of Resolution establishing the Town's prioritization of ARPA funds for: any loss of general fund revenues due to the impacts of COVID-19, water and stormwater exclusively at Bay Oaks Recreational Campus, Times Square and Bayside Park, and Town wide Water projects.
- F. Control Solutions Variable Frequency Drives for Moss Marina Station pumps including installation and training.
Authorize the Town Manager to approve the purchase of potable water pump control systems VFD (variable frequency drives) for the pumps located at Moss Marina pump station.
- G. Vehicle Purchase: 2022 Ford Transit
Authorize the Town Manager to approve the Utilities Department to

purchase a 2022 Ford Transit from Step One Automotive Group, Ford Crestview, as per state contract 25-0000-21-STC for \$29,512.00.

XII. FINAL PUBLIC COMMENT

XIII. TOWN MANAGER'S ITEMS

XIV. TOWN ATTORNEY'S ITEMS

A. Special Magistrate Compliance Report

XV. COUNCILMEMBERS ITEMS AND REPORTS

XVI. ADJOURNMENT

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

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

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



Fort Myers Beach Town Council

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

Minutes

Monday, January 10, 2022

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

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

Motion carried unanimously.

V. PUBLIC COMMENT

Phil Winter, resident, discussed the lack of communication regarding several issues. He stated that he noticed traffic officers sitting in their cars instead of working and recycling containers were not being picked up by residents in a timely manner.

Tim Shadle stated that there were still problems with the pavers and the storm drains on Estero Blvd. He felt the increase for parking and short-term rental rates were too high and not advertised well enough.

Rose Larkin, resident, expressed concern regarding the lighting, the sail, canopies and coconut palms in the Times Square design. She noted that coconut palms were listed as invasive and hoped they would revisit the plans.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Chief Martin from the Fort Myers Beach Fire District reported that they maintained an ISO (Insurance Services Office) public protection Class 2 rating. Only 4% of fire departments and communities in the nation received the same classification. He thanked the Town, the Public Works Department and the Water Department for their partnership.

Mayor Murphy congratulated Council Member Veach for completing a course (IEMO II) offered by the Florida League of Cities.

Vice Mayor Hosafros noted that horticulture pickup might be delayed due to Covid. The town was giving away trees on January 21, 2022, at Bay Oaks between 9:00

a.m. and noon. She encouraged residents to register by January 14, 2022. She thanked the staff for preparing for New Year's Eve and cleaning up after.

Mayor Murphy congratulated Vice Mayor Hosafros for her enthusiasm in bringing attention to the free cupcakes.

Council Member Veach recognized All Island Water Sports for rescuing people on a swamped boat.

No items from other members.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS**A. Marine Resources Task Force (MRTF)**

Steve Johnson, Chair of MRTF, reviewed four passed motions addressing pedestrian and vehicular safety and the municipal lighting ordinance; updating the vegetation ordinance; improving signage on the pump-out boat and providing cigarette disposal receptacles in Times Square.

VIII. APPROVAL OF MINUTES**A. December 6, 2021 Town Council**

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

Motion carried unanimously.

B. December 8, 2021 Management & Planning Session

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

Motion carried unanimously.

IX. PUBLIC HEARINGS**A. VAR20210073 6036-38 Estero Boulevard Pool Setback****Approve/Approve with Conditions/Deny VAR20210073 6036-38 Estero Boulevard Pool Setback**

Town Attorney Herin, Jr. swore in those providing testimony. Ex parte communications: all Council Members disclosed a drive-by.

Eran Epstein, owner, stated that he was able to move parking to the front of his property to allow for a pool in the back.

Assistant Community Development Director Carl Bengé reviewed the variance request. He noted that the LPA (Local Planning Agency) recommended approval with additional conditions. One condition addressed obtaining permission from Lee County regarding driveway ingress/egress. Mr. Epstein stated that both his neighbors had the same driveway design he was requesting and had no problems.

Community Development Director Jason Green noted that staff approved the request with conditions. Vice Mayor Hosafros questioned changing the angle of the pool. Mr. Epstein replied that it was modeled after the neighbor's existing pool. Vice Mayor Hosafros noted it was not a de minimus request and Town Attorney Herin, Jr. stated that the neighbor's pool was not relevant to his variance.

Council Member Allers questioned changing the shape of the pool. Mr. Epstein stated he would work with the town.

Ms. Epstein stated they had seven children and a smaller pool would not work for their family. Council Member Allers suggested a 12-foot setback and Vice Mayor Hosafros agreed. Mr. Epstein countered with a 10-foot setback. Council Member Veach supported a 10-foot setback. Vice Mayor Hosafros stated that 10-feet was not de minimus. Council Member Allers supported a 10-foot setback.

Council Member Allers moved to approve the variance to include the rear setback at 10-feet plus the conditions of LPA and town staff; second by Mayor Murphy.

Council Member Veach discussed limiting the parking. Mr. Epstein noted they had four parking spaces under their house. Council Member Veach requested that they submit a parking plan. Council Member Allers stated that the County had already requested a parking plan.

The motion carried 3-2 by roll call vote with Vice Mayor Hosafros and Council Member Veach dissenting.

B. Ordinance 22-01; Minimum Setbacks for Large Homes and Lots

First Reading and Public Hearing: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN AMENDMENT TO TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE, ARTICLE III., DIVISION 3, SECTIONS 34-638 MINIMUM SETBACKS AND TABLE 34-3 DIMENSIONAL REGULATIONS IN CONVENTIONS ZONING DISTRICTS; PROVIDING FOR SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on January 24, 2022 at 9:00 a.m.

Mayor Murphy read the title of the ordinance.

Community Development Planner Sara Propst reviewed the ordinance. She encouraged Council Members to read emails from an architect and a designer. She displayed slides with Option 2: Lot Percentages Examples and Building Massing Examples. She noted the LPA supported the proposal and not many lots would be affected by the changes.

Council Member Allers referred to packet page 40 regarding the size of garages. He stated that his truck would not fit in the garage and suggested increasing the square footage. Planner Propst indicated they could increase the depth. Council Member Veach felt they were giving property owners a lot and the proposed changes would allow them to do a lot more. He questioned whether they could require a maximum of 65 feet that could be enclosed on the ground floor. Planner Propst mentioned that 65 feet of the front facade could be enclosed and the remainder left open.

Vice Mayor Hosafros suggested adding a minimum side setback to prevent mechanical equipment from being located on a narrow side setback. Council Member Veach brought up requiring air conditioners to be on the roof.

Vice Mayor Hosafros noted they did not have an outside limit on how massive a residence could be. Mayor Murphy supported creating an outside limit.

Director Green indicated that other communities did have a maximum limit and he would provide that information along with an example of four lots backed up to one other.

Vice Mayor Hosafros moved to schedule the second reading and final adoption for February 7, 2022; second by Mayor Murphy.

No public comment.

Motion carried unanimously.

X. ADMINISTRATIVE AGENDA**A. Special Event- Concert Series.****FMB Community Foundation Special Event - #We Are FMB Concert Series at Santini Plaza**

Organizer Janeen Paulauskis noted the event would be held at Fish Tale Marina and she would work with the staff.

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

Motion carried unanimously.

B. TDC Grant Request FY23**Approve Tourist Development Council Grant Request for Fiscal Year 2023**

Town Manager Hernstadt indicated the preview of items had not changed. Council Member Atterholt thanked staff and the consultant for their work on the beach renourishment plan.

Vice Mayor Hosafros recognized Culture, Parks & Recreation Director Alison Giesen for improving their application process over the years.

Council Member Veach mentioned his reservations regarding beach renourishment; however, he did not object to the request.

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

Motion carried unanimously.

C. Resolution 22-01; Lee Tran Advertising Interlocal Agreement**Approve Resolution 22-01 authorizing the Town to enter into an Interlocal Agreement with Lee Tran for Advertising**

Mayor Murphy read the title of the resolution.

Council Member Allers moved to approve Resolution 22-01; second by Mayor Murphy.

Motion carried unanimously.

D. Resolution 21-60: Playground Equipment Purchase**Approve Resolution 21-60 authorizing the purchase of playground equipment and accessory items for Fort Myers Beach Elementary and Bay Oaks via a piggyback contract in an amount not to exceed \$320,280.**

Mayor Murphy read the title of the resolution.

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

Motion carried unanimously.

- E. Ratify the Town Manager's implementation of emergency repairs to the south water storage tank.

Ratify the Town Manager's implementation of emergency repairs to the south water storage tank.

Council Member Atterholt moved approval; second by Council Member Veach.

Motion carried unanimously.

XI. FINAL PUBLIC COMMENT

No public comment.

XII. TOWN MANAGER'S ITEMS

Town Manager Hernstadt addressed Mr. Winter's concerns regarding bathroom accesses and the performance of the officer at the base of the bridge.

Swings at Newton Park

Town Manager Hernstadt stated that they researched the particular swing design mentioned by Council Member Atterholt, but due to the custom design they were very expensive. Council Member Atterholt revealed they found a similar design at a more reasonable cost.

4th of July Parade

Town Manager Hernstadt questioned whether they should plan for a parade or just fireworks. Mayor Murphy added that they needed to talk about the Shrimp Festival and St. Patrick's Day parades. Town Manager Hernstadt noted those two organizations had not submitted their applications yet.

Mayor Murphy suggested that they submit their applications and wait to see what happens with the pandemic.

Pop-Up Volunteers

Town Manager Hernstadt questioned whether they were interested in waiving background checks for volunteers working at the pop-up events. Discussion was held concerning whether FGCU (Florida Gulf Coast University) required background checks for their students who volunteered in the community.

Consensus was reached to keep the background checks in place.

XIII. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. stated he would forward the brief filed recently by Mr. Jamison. He noted that he would forward a copy of the town's appeal as soon as he received it. Town Attorney Herin, Jr. stated that due to scheduling conflicts he would be unable to participate in the next Town Council meeting but his associated Victor Sanabria would be filling in for him at the January 24th meeting for him.

Council Member Atterholt described an incident with the proprietor of the parking lot at Key Estero Plaza and questioned where the town stood regarding his compliance issues. Town Attorney Herin, Jr. replied that there was an active code enforcement case and the property continued to accrue daily fines. Town Manager Hernstadt stated that they were scheduled to discuss the policy regarding violators at their next M&P.

XIV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Allers noted the Horizon Council was holding their annual meeting next week and invited a representative from the Town to speak. Council Members agreed that Council Member Allers should present the report. Council Member Allers indicated that BORCAB (Bays Oaks Recreational Campus Advisory Board) needed two volunteers to participate in the Friends of Bay Oaks efforts to reestablish a 501(c)(3).

Vice Mayor Hosafros stated that they had 2,175 turtle disorientations last year in Florida.

Council Member Veach suggested following their own ordinance regarding uplighting trees at Bayside Park.

Town Manager Hernstadt commented that the parking fee increase had not gone into effect yet. Mayor Murphy suggested holding off on the increase. Council Member Veach and Vice Mayor Hosafros disagreed. Council Member Atterholt supported paying for what they wanted to accomplish, but there were a lot of unknowns in terms of costs to the town. He thought a fee increase was premature right now. Council Member Veach thought they should build up funds for contingencies. Vice Mayor Hosafros stated that they knew costs would increase and they should start saving funds even though they did not have an exact number. Council Member Atterholt preferred to present a specific spending plan to taxpayers before asking for increases. He commented that they did not know how much they were over budget for the three projects.

Town Manager Hernstadt responded that they were doing everything they could to stretch every dollar. He stated that they would have a new building at Bay Oaks in 2023-2024, but there were no funds at this point to furnish the building. He indicated that they did not know the costs until they were bid out in today's environment. Council Member Atterholt thought they should provide a rough estimate of where they were from a fiscal standpoint. Town Manager Hernstadt noted that they would discuss how to use the funds from the American Rescue Plan at the next M&P meeting, but there would still be holes to fill.

Council Member Veach discussed CB zoning restrictions, density and intensity. He described lean urbanism and creating templates.

Mayor Murphy reported that he met with the Commissioners and anticipated favorable results from the discussions regarding lighting along Estero Blvd. Mayor Murphy allowed public comment.

Tim Shadle stated there was a lot of opposition to the short-term rental increases. He didn't think the public attended meetings because they felt it didn't matter. He indicated that the short-term rental and parking increases should be held in escrow and not deposited in general funds. He said the biggest problem on the island was traffic and it needed to be addressed.

A. Vacation Rental Registration / Hourly Parking Rate

Council Member Allers disagreed with the increases and did not think it was a good policy to change fees because someone else did. He indicated that short-term rental owners felt they were paying to regulate themselves.

Council Member Allers questioned what the increase in short-term rental registrations would be used for. Mayor Murphy replied that the increase was to be used toward affordable housing. Council Member Veach noted that other municipalities were charging an average of \$500 for registering short-term rentals and he felt that \$300 was a bargain.

Council Member Allers stated that the initial fee for registering was to cover staff costs. If the short-term rentals doubled over the last couple of years, he would expect the rate to double. He felt that if the increase was to be used for affordable housing, the public should have the ability to provide input. Vice Mayor Hosafros commented that she thought they had adequate public input the first time the topic was discussed. She noted that rental owners were not at the meeting.

Council Member Allers mentioned the confusion surrounding parking downtown. Mayor Murphy was willing to reconsider holding off on the parking rate increase. Vice Mayor Hosafros countered that residents could purchase a very reasonably priced annual parking pass and tourists would absorb the increase. Town Manager Hernstadt brought up charging less for parking at Town Hall.

Council Member Allers stated that the increase in parking fees would affect employees who worked on the island and were not eligible for the parking pass. He suggested allowing employees access to free parking at Town Hall. Council Member Veach commented that businesses should provide parking for their employees, not the Town. He noted that the parking increase would be used for a parking app. Town Manager Hernstadt stated that the cost of the parking app sensors was surprisingly expensive.

No further action was taken on either rate increase.

XV. ADJOURNMENT

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

The meeting was adjourned at 12:54 p.m.



Fort Myers Beach Management & Planning Session

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

Minutes

Thursday, January 13, 2022

9:00 AM

ORDER OF BUSINESS

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. FDOT Foot of the Bridge Update

FDOT Presentation on the Foot of Matanzas Pass Bridge

Victoria Peters, Community Liaison from the Florida Department of Transportation (FDOT), introduced Chris Speece. Project Manager Speece stated that a public hearing was scheduled for the bridge project on February 3, 2022 at Chapel by the Sea. He utilized PowerPoint for his presentation. Slides included: Project Limits, Project Goals and Preferred Alternative. He stated that, due to timing, FDOT could not move forward without the PD&E being completed and the public hearing. They were waiting for a corrosion analysis from the state to determine whether they could include a cantilever to provide access for pedestrian traffic on both sides of the bridge. They would not know the corrosion analysis results until after the public hearing. They were told they could only present what they knew they could put forward at the hearing. If they determine they can add the cantilever, they will bring back the findings. Council Member Veach stated that bicycles would end up weaving in and out of traffic. Vice Mayor Hosafros questioned why they did not design a four-foot lane on both sides rather than one lane at eight feet. Project Manager Speece replied that a four-foot lane was not enough room to navigate safely. Council Member Veach stated that the alternating light and the guard rail were premised on having two lanes of continuous traffic. Project Manager Speece continued with the presentation. Slides included: Preferred Alternative - South Carlos Blvd. at Main St. Intersection: Main St. to Hurricane Bay Bridge, Hurricane

Bay Bridge and Seafarers Alternative. Council Member Allers questioned the status of the second right-hand turn lane in front of Winds. Town Manager Hernstadt replied that the town controlled the right-of-way, but they had not pursued the idea. Project Manager Speece remarked that adding the right-of-way would delay the project. Mayor Murphy felt they should look into it even if it delayed the project. Project Manager Speece stated he would take it back to the designer. Slides continued with The Preferred Alternative Evaluation Matrix, Project Schedule, Project Schedule and Funding and Project Contacts. Council Members discussed keeping the alternating light, or the option, even with two lanes. Council Member Atterholt brought up crosswalks at the base of the bridge and hoped they would keep a pedestrian overpass in mind or at least guardrails to channel pedestrians to the crosswalks. Vice Mayor Hosafros stated that they have asked for guardrails over the past eight years. Project Manager Speece commented that he would take it back to the designer.

B. Lee County Update

An update of Lee County projects on Fort Myers Beach

Rob Phelan from the Lee County Department of Transportation (LDOT) noted that he sent an update and the project was nearly complete. He stated the final lift of asphalt was scheduled for the end of February. Mayor Murphy thanked ChrisTel Construction Manager Darin Brown for his hard work over the past seven years. Mr. Phelan indicated that he sent an update to the town regarding green bike lane markings and they would evaluate areas with potential conflicts. He stated the existing RRFBs (Rectangular Rapid Flashing Beacons) would be reinstalled and the plan was to add another set at the south end as part of the Big Carlos Pass project. Mr. Phelan commented that they were out to bid for the signal at Crescent St. and bids were due by the end of the month.

C. Discussion of Council Policy Relating to Code Enforcement Liens, Beach Activities, and Bicycle Safety

Discussion of Council Policy Relating to Code Enforcement Liens, Beach Activities, and Bicycle Safety

Town Manager Hernstadt reported there were some cases with large liens and the property owners were not cooperating with the Town to resolve their violations. He noted they created guidelines for qualifying cases, which were included in their information packet. Town Attorney Herin, Jr. discussed the current code and indicated that they could change the criteria with a modified ordinance, which would require two public hearings. He described the current Special Magistrate process. Council Member Allers commented that a violator could pay their accrued fees without correcting the violation. Town Attorney Herin, Jr. replied that daily fees would continue to accrue if the property owner paid the fines without coming into compliance. Vice Mayor Hosafros expressed the same concern. Town Attorney Herin, Jr.

shared the circumstances and results of two different situations. He felt that the current language in the code provided enough flexibility. Vice Mayor Hosafros suggested that Town Attorney Herin, Jr. provide a list of violators during Attorney's Items at Town Council meetings. Town Attorney Herin, Jr. agreed but recommended using a six-month benchmark. Council Member Veach and Vice Mayor Hosafros preferred to be notified of property owners out of compliance over 90 days. Vice Mayor Hosafros suggested providing a list of violators over 90 days and another six months. Town Attorney Herin, Jr. agreed to provide.

Town Manager Hernstadt provided draft language requiring rental companies and other businesses to add lights and audible devices on bicycles. Council Member Allers supported requiring rental companies, short-term rentals and hotels to install bells and lights on bikes. Town Manager Hernstadt noted that the town sold lights and bells at cost. He added that some rental companies indicated they did not have to provide bells or lights because renters signed agreements that stated they would not ride after dusk. Consensus was reached to add additional language to the ordinance.

Town Manager Hernstadt reviewed the history of the current ordinance. He questioned whether they wanted to give property owners of existing qualified properties the right to perform one or more of the activities. Vice Mayor Hosafros questioned limiting dormant licenses. Council Member Veach stated that he discovered only one inactive license and they were working with the property owner. He thought that most businesses were satisfied with the current setup. He would limit how long a permit could be inactive and create a lottery system when licenses become active rather than first come first serve. Council Member Allers questioned whether they could modify the ordinance to allow property owners to apply for a license if they wanted to self-perform. Town Attorney Herin, Jr. stated they would have to develop criteria or make it random. The current process awards the same people licenses at their current locations. Council Member Allers questioned how they would handle other people applying for the licenses. Town Manager Hernstadt replied that they did not look at that because it had not happened in years. Council Member Atterholt questioned whether there was a barrier to prevent a new resort from obtaining a license. Town Attorney Herin, Jr. stated that resorts could apply for a license to self-perform as long as they met the criteria. He commented that they capped the grandfathered numbers. Vice Mayor Hosafros stated that they intended to have an upper limit on the number of operators on the beach and she was opposed to raising the number. The ordinance capped licenses at 11. Council Member Veach did not support raising the cap. Council Member Allers supported a system that would allow resort owners to self-perform. Vice Mayor Hosafros agreed as long as they did not lift the cap. Council Member Veach questioned whether they could create another category for resorts.

Town Attorney Herin, Jr. replied that the cap would increase unless there were unused licenses. Town Manager Hernstadt stated that if a property wanted to self-perform, they would have to sign an agreement with an existing license holder. Council Member Veach suggested they get rid of inactive permit holders entirely.

Council Member Atterholt questioned whether each license holder was limited to one location. Town Manager Hernstadt replied that some had multiple locations. He noted there was a limit on the permit holders and a 500 foot limit on the distance. Vice Mayor Hosafros supported removing a license after two years of inactivity. Town Attorney Herin, Jr. stated that the entire code should be read in context because the number of licenses was already capped. He reviewed the section regarding inactive licenses and suggested they modify it and prohibit inactive licenses.

Mayor Murphy suggested that Town Attorney Herin, Jr. provide suggested language regarding inactive licenses. Town Attorney Herin, Jr. distributed copies of specific code sections for discussion. He commented that he would bring back draft language.

D. Discussion of Tree Protection and Removal Policy

Discussion of Tree Protection and Removal Policy

Vice Mayor Hosafros discussed the lack of trees and noted the Comprehensive Plan called for shade trees. Council Member Veach agreed. Vice Mayor Hosafros supported the bulleted items from the January 13 M&P agenda and ideas from other communities. She did not support requiring irrigation.

Town Manager Hernstadt noted they did not have a way to prevent people from clearing their lots. He suggested a free tree inspection process to allow the town to tag trees to prevent removal before lots were cleared. He commented that it was a short-term fix but would give them time to develop a broader policy. Vice Mayor Hosafros indicated that Marco Island's code contained good ideas. Town Attorney Herin, Jr. referred to page 18 in their packet concerning their immediate needs and he will bring back language to address a long-term solution.

Vice Mayor Hosafros stated the tree giveaway was January 21, 2022, from 9:00-noon at Bay Oaks. All Council Members agreed that condominium owners were allowed to take trees.

E. American Rescue Plan Act**American Rescue Plan Act**

Town Manager Hernstadt provided a list of ideas regarding how the funds could be used. He noted that water and stormwater projects were eligible, but other items on the list also met the criteria. Vice Mayor Hosafros supported using part of the funds for water for the three projects and the remainder for water and stormwater. Council Member Atterholt agreed.

Council Member Allers supported using a portion for non-profits. Council Member Atterholt explained why using the funds on water projects and stormwater was prudent. Council Member Veach and Mayor Murphy agreed. Council Member Allers brought up considering broadband services. Council Member Atterholt was not opposed. Town Manager Hernstadt stated that the funds would be paid out in two installments and he would move forward with their guidelines for the first installment. They would revisit distribution when the second installment was received.

IV. AGENDA MANAGEMENT

A. January 2022

Add discussion to research a right-hand turn lane in front of Winds.

Add tree ordinance.

V. ADJOURNMENT

Mayor Murphy adjourned the meeting at 1:06 p.m.

1. Requested Motion:

Meeting Date: January 24, 2022

Authorize the Town Manager to exercise the last renewal in the Professional Services Agreement for On-going Uniform, Mats and Miscellaneous Janitorial Supplies with UniFirst for one year as allowed in the original contract.

Why the action is necessary:

Provides miscellaneous supplies to the Town for one more year.

What the action accomplishes:

Saves time and money, allowing the Town to avoid the long and extensive bidding process to acquire new firms.

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The Town of Fort Myers Beach current contract for Uniforms, Mats and Janitorial Supplies expires in March 2022.

The Town published a Request for Proposals (RFP) for Uniforms, Mats and Miscellaneous Janitorial Supplies (RFP-18-20-PW) on December 20, 2017, with all submissions due by 2:00 pm, January 29, 2018. Applicants had the option to choose any or all of the categories of the bid (uniforms, mats, janitorial supplies.)

The Town received proposals from three firms: Pride Enterprises, Cintas and Unifirst. Cintas did not submit a sealed proposal and its proposal was rejected. Pride Enterprises submitted for the Miscellaneous Janitorial Supplies only. Unifirst submitted for all 3 categories.

A Selection Advisory Committee, consisting of the Parks and Recreation Director, Public Works Manager and Cultural Resources Director, voted and recommended the Town Manager to negotiate a contract with UniFirst for its services.

Per the existing contract, the Town has the option to renew for one year.

Attachments:

1. FMB Unifirst Renewal Partially Executed
2. Unifirst Renewal #2

Financial Impact:

6. Alternative Action

Not approve the renewal and re-bid the RFP

7. Management Recommendations:

Approve the Professional Services Agreement Renewal.

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 - 1/12/2022
Approved - 1/12/2022
Approved - 1/19/2022
Approved - 1/19/2022
Final Approval - 1/20/2022

SERVICE PROVIDER AGREEMENT RENEWAL

The undersigned parties to that certain Service Provider Agreement entered into between the TOWN OF FORT MYERS BEACH and **Unifirst Corporation** dated March 12, 2018, hereby agree to renew the Agreement on the same terms and conditions for a period of one year, commencing on March 12th, 2022 and expiring on March 11th, 2023. Those terms and conditions are reflected in the prior agreement that is attached hereto and incorporated herein by reference as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Service Provider Renewal on the dates set forth below.

TOWN OF FORT MYERS BEACH

UNIFIRST CORPORATION

By: _____
Roger T. Hernstadt, Town Manager

By: 

Title: LOCATION MANAGER

DATE: _____

DATE: 1-18-22

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

By: _____
John R. Herin Jr., Town Attorney

SERVICE PROVIDER AGREEMENT RENEWAL

The undersigned parties to that certain Service Provider Agreement entered into between the TOWN OF FORT MYERS BEACH and **Unifirst Corporation** dated March 12, 2018, hereby agree to renew the Agreement on the same terms and conditions for a period of one year, commencing on March 12th, 2022 and expiring on March 11th, 2023. Those terms and conditions are reflected in the prior agreement that is attached hereto and incorporated herein by reference as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Service Provider Renewal on the dates set forth below.

TOWN OF FORT MYERS BEACH

UNIFIRST CORPORATION

By: _____
Roger T. Hernstadt, Town Manager

By: _____

Title: _____

DATE: _____

DATE: _____

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

By: _____
John R. Herin Jr., Town Attorney

EXHIBIT A - SERVICE PROVIDER AGREEMENT

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this **12th** day of **March, 2018**, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **Unifirst Corporation** with an address of **2839 Lafayette Street (PO Box 101) Fort Myers, FL 33902-0101** (hereafter "Provider").

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

1. Scope of Services. Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. Term. The term of this Agreement shall be for three (3) years with an additional two one (1) year terms available, commencing on March 12, 2018 and terminating on March 11, 2021.
3. Payment Obligation. The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. Provider's Obligations. The Provider's obligations include, but are not limited to, the following:
 - a) Licensure. The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.

- c) Non-Waiver. Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
 - d) Indemnity and Hold Harmless. The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement..
 - e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.

6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.
7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C";
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

**THE PUBLIC RECORDS AT (239) 765-0202,
MICHELLE@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT
MYERS BEACH, FLORIDA 33931.**

12. References to Town. All references to “the Town” or “the Town of Fort Myers Beach” are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. Miscellaneous Provisions.
 - a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
 - b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
 - d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
 - e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

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

TOWN OF FORT MYERS BEACH

ATTEST:


BY: 
Roger Hemstadt, TOWN MANAGER

BY: 
Michelle Mayher, TOWN CLERK

PROVIDER: UNIFIRST CORPORATION

BY: 
Signature


Witness Signature

Ed Miltko
Printed name of person signing

Adam Linger
Printed name of witness

Location Manager
Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 12th day of March, 2018
BETWEEN THE TOWN AND Unifirst Corporation, PROVIDER.

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

attached

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 12th DAY OF March 2018
BETWEEN THE TOWN AND Unifirst Corporation, PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":
2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:
none

EXHIBIT "C"

INSURANCE

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



Item #	Category / Description	Proposed Mfr. & Style	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Cost Subject to Proration (each)
Category 'B' - Miscellaneous - Janitorial Items - Soap /					
BLANK			Unit of Measure	Yield (Ready-to-Use)	Usage Only
3.20	Hair / Body Soap (Spa Bath- Body - 6 per case)	Unifirst 1912	washes per case	3,196 washes per case	\$36.36
3.21	Hair / Body Dispenser	Unifirst 1909	nc	nc	\$10.02
3.22	Luxury Foam - Hair & Body Wash - (1250ml - 3 per case)	Unifirst 1964	washes per case	5,358 washes per case	\$51.12
3.23	Luxury Body Wash 1250ml Dispenser	Unifirst 1943	nc	nc	\$10.02
3.24	Hard Floor Cleaner/Degreaser - (#70 Tough Green)	Unifirst 99TD	Gallons	66.2 RTU Gal	\$3.31 per RTU Gal
3.25	Glass / Surface Cleaner - (#2 Multi-Shine)	Unifirst 99TB	Gallons	21.7 RTU Gal	\$1.14 per RTU Gal
3.26	Disinfectant Cleaner - (#256 Century Q One Step Disinfectant)	Unifirst 99TE	Gallons	135.9 RTU Gal	\$3.24 per RTU Gal
3.27	Hard Surface Cleaner (#4 Foamy Mac)	Unifirst 99TC	Gallons	9 RTU Gal	\$3.21 per RTU Gal
3.28	First Aid Kit, Wall-Mounted	Unifirst	n/a	n/a	

Submitted By:

Ed Milko
Location Manager

[Signature]

1/29/2018

UniFirst





Page # #1		1/29/2018		Full Service		Lease		Purchase		Replacement	
Item #	Category / Description	Proposed Qty. & Style	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)
Category "1.A" - Uniform Garments / Shirts											
A.1	Shirt - Men's/Women's Executive 65/35	Park Street 0111/0112	\$	0.151	\$	0.151	\$	0.151	\$15.99		\$12.30
A.2	Shirt - Men's/Women's Industrial Blend Short Sleeve 65/35	Unifirst 0202/0436	\$	0.115	\$	0.115	\$	0.115	\$13.59		\$9.03
A.3	Shirt - Men's/Women's Industrial Blend Long Sleeve 65/35	Unifirst 0102/0335	\$	0.140	\$	0.140	\$	0.140	\$14.59		\$10.01
A.4	Shirt - Men's/Women's Industrial 100% Cotton Short Sleeve	Unifirst 0201/05AY	\$	0.162	\$	0.162	\$	0.162	\$15.19		\$13.09
A.5	Shirt - Men's/Women's Industrial 100% Cotton Long Sleeve	Unifirst 0101/05AX	\$	0.173	\$	0.173	\$	0.173	\$15.98		\$14.03
A.6	Shirt - Industrial Blend, Striped, Short Sleeve - Standard Colors 65/35	Unifirst 0414	\$	0.140	\$	0.140	\$	0.140	\$14.59		\$12.03
A.7	Shirt, SS, MicroCheck, 65/35	Unifirst 04LM	\$	0.195	\$	0.195	\$	0.195	\$12.62		\$11.49
A.8	Shirt, SS, Ecom Stripe 65/35	Unifirst 0448	\$	0.140	\$	0.140	\$	0.140	\$15.99		\$12.30
A.9	Shirt, LS, Ecom Stripe 65/35	Unifirst 0348	\$	0.160	\$	0.160	\$	0.160	\$16.99		\$13.30
A.10	Shirt, Poly/Cotton Micro- Check, Jac, 65/35	Unifirst 15LW	\$	0.242	\$	0.242	\$	0.242	\$18.29		\$16.88
A.11	Shirt, LS, 65/35 Poly/Cotton, Micro-Check	Unifirst 03LM	\$	0.242	\$	0.242	\$	0.242	\$15.65		\$14.27



Page #2		1/29/2018		Full Service		Lease		Purchase		Replacement	
Item #	Category / Description	Proposed Mfr. & Style	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Cost Subject to Proration (each)				
Category "I.B" - Uniform Garments / Pants											
B.1	Trouser - Men's Industrial, Regular Fit	Unifirst 1002	\$ 0.170	\$ 0.170	\$ 0.170	\$ 0.170	\$17.99	\$18.59			
B.2	Trouser - Men's Industrial, Jean Cut	Unifirst 1060	\$ 0.170	\$ 0.170	\$ 0.170	\$ 0.170	\$17.99	\$18.59			
B.3	Trouser - Men's Denim, Regular Fit	Unifirst 1091	\$ 0.191	\$ 0.191	\$ 0.191	\$ 0.191	\$17.59	\$15.49			
B.4	Trouser - Men's Denim, Relaxed Fit	Unifirst 10HD	\$ 0.233	\$ 0.233	\$ 0.233	\$ 0.233	\$20.24	\$18.28			
B.5	Trouser, Work 100% Cotton	Unifirst 1001	\$ 0.233	\$ 0.233	\$ 0.233	\$ 0.233	\$20.24	\$18.28			
B.6	Trouser, Cargo, Men's	Unifirst 10A1	\$ 0.240	\$ 0.240	\$ 0.240	\$ 0.240	\$21.01	\$19.55			
B.7	Trouser, 65/35 Poly/Cotton Twill, Flexwaist	Unifirst 1138	\$ 0.170	\$ 0.170	\$ 0.170	\$ 0.170	\$17.99	\$15.59			
B.8	Trousers, Women's blend/pleated	Unifirst 1113	\$ 0.234	\$ 0.234	\$ 0.234	\$ 0.234	\$20.79	\$18.28			
B.9	Trouser, Women's Knit	Unifirst 1167	\$ 0.180	\$ 0.180	\$ 0.180	\$ 0.180	\$18.99	\$16.59			
B.10	Trouser, Women's Denim, Regular Fit	Unifirst 1082	\$ 0.270	\$ 0.270	\$ 0.270	\$ 0.270	\$23.56	\$21.09			
B.11	Trouser, Cargo, Women's	1044	\$ 0.270	\$ 0.270	\$ 0.270	\$ 0.270	\$23.56	\$21.09			



Page #3		1/29/2018	Full Service	Lease	Purchase	Replacement
Item #	Category / Description	Proposed Mfr. & Style	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	(each)	Cost Subject to Proration (each)
Category "1.B" - Uniform Garments / Pants & Shorts						
B.12	Shorts - Men's Industrial Blend	Unifirst 1034	\$ 0.153	\$ 0.153	\$14.38	\$11.47
B.13	Shorts - Men's Cargo Blend	Unifirst 1271	\$ 0.210	\$ 0.210	\$18.32	\$15.60
B.14	Shorts - Men's Industrial 100% Cotton	PC 42 Red Kap	\$ 0.220	\$ 0.220	\$18.79	\$16.22
B.15	Shorts - Men's Cargo - 100% Cotton	PC 68 Red Kap	\$ 0.226	\$ 0.226	\$21.98	\$18.31
B.16	Shorts - Men's Denim, Regular Fit	12AF Berne	\$ 0.1539	\$ 0.1539	\$14.96	\$12.47
B.17	Shorts - Men's Denim, Relaxed Fit	12AF Berne	\$ 0.1539	\$ 0.1539	\$14.96	\$12.47
B.18	Shorts - Women's Cargo, 100% Cotton	PC27 Red Kap	\$ 0.226	\$ 0.226	\$21.98	\$18.31
B.19	Shorts - Women's Denim, Regular Fit	12APW Berne	\$ 0.1839	\$ 0.1539	\$14.96	\$12.47
B.20	Shorts - Woman's Denim, Relaxed Fit	12APW Berne	\$ 0.1539	\$ 0.1539	\$14.96	\$12.47
B.21	Trouser, 65/35 Poly/Cotton Twill, Flexwaist	Unifirst 1086	\$ 0.26	\$ 0.26	\$12.78	\$11.51
B.22	Wrangler, Relax Fit Jeans	1144 Unifirst	\$ 0.32	\$ 0.32	\$21.18	\$19.06
B.23	Wrangler, Regular Fit Jeans	1150 Unifirst	\$ 0.32	\$ 0.32	\$21.18	\$19.06
B.24	Pants, 65/35	100213	\$ 0.17	\$ 0.17	\$17.99	\$16.19
B.25	Men's, Pleated Pants, Poly/Cotton Softweave	1122 Unifirst	\$ 0.234	\$ 0.234	\$19.54	\$17.36



Page # 4		1/29/2018	Full Service	Lease	Purchase	Replacement
Item #	Category / Description	Proposed Mfr. & Style	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	(each)	Cost Subject to Proration (each)
Category "1.C" - Uniform Garments / Coveralls and Jackets						
C.1	Coveralls, Blend, Short Sleeve	Unifirst 4022	\$ 0.36	\$ 0.36	\$27.19	\$23.97
C.2	Coveralls, Blend, Long Sleeve	Unifirst 3002	\$ 0.40	\$ 0.40	\$28.19	\$24.97
C.3	Coveralls, 100% Cotton, Short Sleeve	3001 Red Kap	\$ 0.42	\$ 0.42	\$32.19	\$27.48
C.4	Coveralls, 100% Cotton, Long Sleeve	Unifirst 3001	\$ 0.42	\$ 0.42	\$32.19	\$27.48
C.5	Lab Coat	Unifirst 25CL	\$ 0.15	\$ 0.15	\$15.99	\$11.31
C.6	Jacket, Ike Style	Unifirst 1507	\$ 0.35	\$ 0.35	\$26.09	\$24.55
C.7	Wrangler, Workwear Jacket	Unifirst 15WW	\$ 0.645	\$ 0.645	\$41.16	\$36.73
C.8	Thres - Season Jacket	Unifirst 1580	\$ 0.536	\$ 0.536	\$36.35	\$36.09
Category "2" - Workplace Equipment - Mats / Towels						
2.1	Floor Mats 3x10 - Black	Unifirst 76AS	\$ 3.50	n/a	\$85.09	\$73.45
2.2	Floor Mats 4x6 - Black	Unifirst 76AR	\$ 2.45	n/a	\$61.01	\$51.21
2.3	Scraper Mat 4x6 - Black	Unifirst 5389	\$ 2.45	n/a	\$61.01	\$51.21
2.4	Shop Towels - 16x16 Terry Cloth	Unifirst 8021	\$ 0.06	n/a	\$0.20	3% of Total Inventory (320) @ \$0.20



Page # 5		1/29/2018		Full Service		Lease		Purchase		Replacement	
Item #	Category / Description	Proposed Mfr. & Style	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Cost Subject to Proration (each)					
Category "2" - Workplace Equipment - Dust & Wet Mops											
2.5	36" Dust Mop	Unifirst 8336	\$ 0.76	n/a	\$12.08	\$11.14					
2.6	48" Dust Mop	Unifirst 8348	\$ 1.02	n/a	\$12.08	\$11.14					
2.7	60" Dust Mop	Unifirst 8360	\$ 1.27	n/a	\$12.08	\$11.14					
2.8	Wet Mop Large - Red Band	Unifirst 9116	\$ 0.73	n/a	\$8.50	\$7.66					
2.9	Handle, Mop Dust	Unifirst 8131	nc	nc	\$7.59	\$6.79					
2.10	Handle, Mop Wet	Unifirst 8165	nc	nc	\$7.59	\$6.79					
Category "3" - Miscellaneous - Janitorial Items - Air / Urinal / Paper											
3.1	Air (Dispenser)	Unifirst 8787	nc	nc	\$12.15	\$10.98					
3.2	Air Freshener, MicroBurst (Direct Sale - 4 per case)	Unifirst 8802	\$ 1.07	Yes	\$33.84	\$8.46					
3.3	Urinal Screens (Direct Sale - 36 per case)	Unifirst 99HT	\$ 2.06	Yes	\$74.16	\$61.01					
BLANK			Unit of Measure	Yield (Ready-to-Use)		Usage Only					
3.4	Center Pull Paper Towel (6 Rolls / case)	Unifirst 6249	Per Towel	3,450 Towels per case	\$37.80	\$6.30 per roll					
3.5	Center Pull Dispenser	Unifirst 6266	n/a	n/a	nc	\$10.02					
3.6	TorkMatic Paper Towel (Natural, 6 Rolls / case)	Unifirst 6234	Per Towel	5,304 Towels Per case	\$42.66	\$7.11 per roll					
3.7	TorkMatic Dispenser	Unifirst 6231	nc	nc	nc	\$10.02					
3.8	Toilet Seat Covers 20/250 - Case	Unifirst 99F1	Sheet	5,000 Case	\$61.20	\$3.06 per Pack					



Page # 6		1/29/2018		Full Service		Lease		Purchase		Replacement	
Item #	Category / Description	Proposed Mfr. & Style	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)	Weekly Rate Per Garment (each)
Category 3" - Miscellaneous - Janitorial Items - Paper / Soap											
BLANK											
			Unit of Measure	Yield (Ready-to-Use)							
3.9	JET Toilet Paper (6 Rolls per case - 1,600ft per roll)	Unifirst 6225	Per Foot								
3.10	JET Dispenser	Unifirst 6251	nc								
3.11	MiniTwin Toilet Paper (12 Rolls per case - 751ft per roll)	Unifirst 6221	Per Foot								
3.12	MiniTwin Dispenser	Unifirst 6210	nc								
3.13	Moisturizing Hand Soap (Pink n' Clean 800ml - Case of 6)	Unifirst 1914	washes per case								
3.14	Moisturizing Hand Soap Dispenser	Unifirst 1909	nc								
3.15	Luxury Foam Soap (1250ml - 3 per case)	Unifirst 1980	washes per case								
3.16	Luxury Foam Soap Dispenser	Unifirst 1943	nc								
3.17	Antibacterial - Hand Soap (Microf 800ml - 6 per case)	Unifirst 1918	washes per case								
3.18	Antibacterial - Microf 800ml Dispenser	Unifirst 1909	nc								
3.19	Antibacterial - Hand Soap (Luxury Foam 1250ml - 3 per case)	Unifirst 1961	washes per case								
3.20	Antibacterial - Luxury 1250ml Dispenser	Unifirst 1943	nc								

1. Requested Motion:

Meeting Date: January 24, 2022

First Reading and Public Hearing: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE III "BEACH BICYCLE AND VEHICLE SAFETY OF CHAPTER 28 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES, TOWN OF FORT MYERS BEACH, FLORIDA, REQUIRING SAFETY EQUIPMENT ON ALL RENTAL OR LOANED BICYCLES OPERATED WITHIN THE TOWN'S JURISDICTION AS REQUIRED BY STATE LAW; AND PROVIDING FOR CODIFICATION; CONFLICTS; SCRIVENER'S ERRORS; SEVERABILITY AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on February 7, 2022 at 9:00 AM

Why the action is necessary:

What the action accomplishes:

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Amendments to Ordinances
must be presented to the Town
Council.

4. Submitter of Information:

5. Background:

First reading of the amendments to the Bicycle and Vehicle Safety Ordinance

Attachments:

1. Ordinance 22-03 Amending Section 28-85 of Town Code - Bicycle Safety Ordinance(129814843.1)-C

Financial Impact:

6. Alternative Action

7. Management Recommendations:

8. Recommended Approval:

Patty Prevost, Code Supervisor/STR Coordinator
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 1/19/2022
Approved - 1/20/2022
Approved - 1/21/2022
Final Approval - 1/21/2022

ORDINANCE NO. 22-03

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE III “BEACH BICYCLE AND VEHICLE SAFETY OF CHAPTER 28 “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES, TOWN OF FORT MYERS BEACH, FLORIDA, REQUIRING SAFETY EQUIPMENT ON ALL RENTAL OR LOANED BICYCLES OPERATED WITHIN THE TOWN’S JURISDICTION AS REQUIRED BY STATE LAW; AND PROVIDING FOR CODIFICATION; CONFLICTS; SCRIVENER’S ERRORS; 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 finds that the use of bicycles on sidewalks, shared use paths, streets, and roads may be in conflict and a potential hazard in part due to the heavy use of such public areas by pedestrians, other bicyclists, inline skaters, pet owners who are walking dogs, vehicles, and similar public use of such areas; and

WHEREAS, the Town desires that all its residents and visitors comply with the laws of the State of Florida concerning the equipping and operating of bicycles on public rights-of-ways and sidewalks; and

WHEREAS, the Town finds that it is in the best interests of the health, safety, and welfare of the Town’s residents and visitors to establish reasonable regulations for operating and equipping bicycles with the expectations that cyclists and other users of public rights-of-ways and sidewalks will conduct themselves in a reasonable and safe manner.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS:¹

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. Article III, of Chapter 28 of the Code of Ordinance, Town of Fort Myers Beach is hereby amended to read as follows:

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

CHAPTER 28 – TRAFFIC AND VEHICLES

ARTICLE III. – BEACH BICYCLE AND VEHICLE SAFETY

Sec. 28-81. – Requirements.

All bicycles, as defined in F.S. § 316.003(~~3~~ 4), operated within the public rights-of-way or sidewalks must meet the following requirements:

- (1) No bicycle shall be used to carry more persons than the number for which it is designed and equipped.
- (2) A bicycle carrying any passenger who is a child under four (4) years of age, or who weighs forty (40) pounds or less, must be provided with a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.
- (3) A bicycle rider or passenger who is under sixteen (16) years of age must be provided with and must wear a bicycle helmet that is properly fitted and is fastened securely upon the rider's or passenger's head by a strap and that meets the federal safety standard for bicycle helmet, final rule 16 C.F.R. part 1203. As used in this section the term "passenger" includes a child who is riding in a trailer or semitrailer attached to a bicycle.
- (4) Every bicycle shall be equipped with a functioning lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a functioning lamp on the rear exhibiting a red light visible from a distance of 500 feet to the rear. Said front and rear lamps shall be illuminated at all times the bicycle is being ridden, used, or operated by any person.
- (5) Every bicycle shall be equipped with a brake or brakes which will enable its rider to stop the bicycle within 25 feet from a speed of ten (10) miles per hour on dry, level, clean pavement.
- (6) Every bicycle shall be equipped with a horn or audible device when operated within a public right-of-way in good working order and capable of emitting sound audible under

normal conditions from a distance of not less than 50 feet.
No horn or other warning device shall emit an unreasonably
loud or harsh sound or a whistle.

Section 28-85. Responsible parties.

~~Entities or individuals located within the municipal boundaries of Fort Myers Beach that rent or loan bicycles to others for use on the public rights-of-way are jointly and severally responsible along with the operator of the bicycle for compliance with these regulations.~~
All bicycle owners or riders/operators of the bicycle, including entities that rent or loan bicycles to others for use on the public rights-of-way, are responsible for compliance with these regulations. Rental contract language shall not redirect or assign responsibility for compliance.

Section 3. The Town Council intends that the provisions of this ordinance be made a part of the Fort Myers Beach Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification.

Section 4. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted Land Development Code, Ordinance, Resolution, Town Code provision, or statute, the most restrictive shall apply.

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

The foregoing Ordinance was adopted by the Town Council upon a motion by _____ and seconded by _____ 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 _____ day of February 2022, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this ____ day of February 2022.

1. **Requested Motion:**

Meeting Date: January 24, 2022

Approval for the 64th Annual Shrimp Festival

Why the action is necessary:

Ordinance 20-17

What the action accomplishes:

Allow for the event to take place.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Ordinance 20-17

4. **Submitter of Information:**

5. **Background:**

Requesting approval for the 64th Annual Shrimp Festival that will be held at Lynn Hall Park on March 12th and 13th, 2022. The event includes a 5k race, an Arts and Crafts Expo and a parade. Requesting waiver of the amplified sound restriction. 8 port a potties will be at Lynn Hall Park with delivery on Friday morning and removed Sunday morning.

All approvals have been received except the Lee County Sheriff's office. This event has been approved many times in the past.

Attachments:

1. 211872 Shrimp Festival Application
2. 211872 FDOT

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

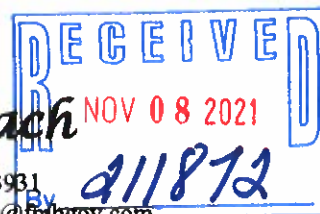
Patty Prevost, Code Supervisor/STR Coordinator
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 1/10/2022
Approved - 1/18/2022
Approved - 1/19/2022
Approved - 1/20/2022
Final Approval - 1/20/2022



Town of Fort Myers Beach

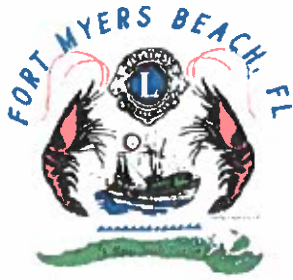
2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Fax: (239) 765-0909 Email: Specialevents@fmb.gov



Name of event 64th Annual Fort Myers Beach Shrimp Festival
Attach separate sheet of paper with detailed description of event
Date(s) and times of event March 12th & 13th, 2022, 10am-6pm Saturday, 10am-5pm Sunday
Address of event Lynn Hall Memorial Park, 950 Estero Blvd., FMB 33931
Expected # of participants/attendees 15,000-20000
Sponsoring Organization Fort Myers Beach Lions Foundation, Inc.
Organization address Po Box 5019, Fort Myers Beach, FL 33932
Contact Person/Phone# Andrew Yelle
E-mail president@fmbliions.com
Amplified Music Y ☒ ^{Parade} Music N ☐ 500 Ft Notifications Yes Copy of Letter Yes
Renting Town Property Y ☐ N ☒ Renting Parking Spaces Y ☐ N ☒
How many Spaces? _____ How many hours _____
Extension of Premises? Y ☐ N ☒ ABT Form _____ **How many days?** _____ (Over 3 days needs to go to Council)
Letters of Permission to use Property X
Letters of Permission to use Parking _____ Parking Plan X
Site Plan X Insurance X (Naming Town of FMB as Certificate Holder)
Requesting Water Y ☐ N ☒ Electric Y ☐ N ☒
Requires Council Approval:
Waiver of open container Y ☐ N ☒ **Waiver of Town parking fees** Y ☐ N ☒
Waiver of Noise Ordinance Y ☒ ^{Parade} N ☐ **Recurring Event** Y ☐ N ☒
Applicant Signature Andrew Yelle
Printed Name Andrew Yelle

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

September 27, 2021



Fort Myers Beach Lions Foundation

PO Box 5019, Fort Myers Beach, FL 33932

FMBLions.com • Info@FMBLions.com • Facebook.com/FMBLions

Club #: 12631

November 7, 2021

To: Town of Fort Myers Beach Special Events Permitting

From: Ft. Myers Beach Lions Foundation

Andrew Yelle, President

Re: 64th Annual Ft. Myers Beach Lions Shrimp Festival, March 12 & 13, 2022

The FMB Lions want to hold our annual Shrimp Festival at Lynn Hall Park the weekend of March 12th & 13th, 2022.

We have already entered into a contract with the County Parks & Recreation Department for the use of Lynn Hall Park for the weekend of March 12 & 13, 2022.

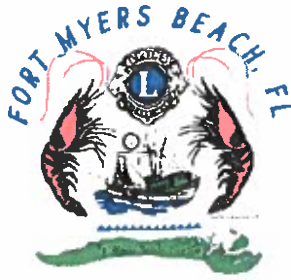
Permit applications have also been sent the State of Florida for the closing of the Matanzas Bridge for the 5K Race to be held from 9AM until 10AM and the Parade to be held from 10AM until 12PM on Saturday the 12th; and the Town of Ft. Myers Beach for the entire weekend. The annual Kid's Shrimp run will be held on Ft. Myers Beach, on the beach, from Gulf Beach Rd. to Connecticut St. on Saturday, March 5th. Registration is from 8AM – 9AM, the race starts at 9AM. This is the same venue and timing that was used for more than 15 years and started again last year. It is being sponsored by the Cypress Lake High School Boosters. Betty Rodriguez, Cypress Lake High School Athletic Director, is the contact person, 239-481-2233. They will carry the necessary insurance as will the Lions also include the event for coverage.

The Arts and Craft Expo is to be held at Lynn Hall Park, 950 Estero Blvd., Ft. Myers Beach, from 10am-6pm on Saturday the 12th and 10am-5pm on Sunday the 13th.

The 5 K race sponsored by Cypress Lake Athletics is to be held on Saturday the 12th from 9AM until 10AM. The race route is from Doc Fords on Fisherman Wharf, under bridge to San Carlos, over bridge to Estero Blvd. to the Key Estero Plaza, turn around and head North on Estero Blvd. to 5th St, 5th St to Crescent St., Crescent to 1st St (under bridge), 1st to Old San Carlos, Old San Carlos to Estero Blvd (over the bridge, road turns into San Carlos Blvd), San Carlos Blvd. to Main St, Main to Fisherman's Wharf, race ends at Doc Fords. Betty Rodriguez, Cypress Lake Athletic Director, is the race chair, 239-481-2233. They, along with the Lions, will carry the necessary liability insurance.

The Shrimp Festival Parade is to be held on Saturday the 12th, from 10am until noon. The parade route runs from Bay Rd & Estero Blvd. to where Estero Blvd. runs into Old San Carlos Blvd.

The Shrimp Queen contest and the Shrimp Eating Contest will be held at Lynn Hall Park on Sunday March 13th. Approximately from 1pm - 3pm.



Fort Myers Beach Lions Foundation

PO Box 5019, Fort Myers Beach, FL 33932

FMBLions.com • Info@FMBLions.com • Facebook.com/FMBLions

Club #: 12631

Amplified sound may be used during the event. The appropriate 500ft notification information is included with the permit application.

The required insurance is being covered by Lions Club International, with the appropriate departments and government agencies: Lee County BOCC: Risk Management, Town of Ft. Myers Beach, and the Fl Dept. of Transportation listed.

Port-A-Ports will be located at the start of the parade on Saturday and 8 units will be at Lynn Hall Park for the entire weekend. They will be delivered Friday morning and removed on Sunday morning along the parade route and Monday morning at Lynn Hall Park.

Should you have any questions, please contact me at 239-940-6412 or my e-mail president@fmb lions.com

Your efforts are greatly appreciated.

Andrew Yelle,
President, Fort Myers Beach Lions
Fort Myers Beach Lions Foundation Inc.

Applicant to Complete:

Company managing trash removal: Advanced Disposal

No. of dumpsters: 2 Type of dumpsters: 30 Yard

Who is responsible for clean-up and payment: Fort Myers Beach Lions Foundation Inc.

City right-of-way Parking Use: n/a Number of spaces: _____

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: See attached

Approval: _____ Date: _____

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

FMB Environmental Sciences remarks: See attached

Approval: _____ Date: _____



Permit #: 211872

Permit Date: 11/08/2021

Review Date: 11/09/2021

Permit Type:

Review Type: SEP-Public Works Review

Target Date: 11/10/2021

Scheduled Time: 00:00

Completed Date:

Description:

Review Status: Approved

Assigned To: Martin Pitts

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Property Information

Parcel#: 244623W3000230000

LEE COUNTY

950 ESTERO BLVD

Zoning: CFLot: 0000Block: 00023

LEE COUNTY

PO BOX 398

FORT MYERS, FL 33902

Patty Prevost

From: Fort Myers Beach <wo@iworq.net>
Sent: Wednesday, November 17, 2021 11:50 AM
To: Patty Prevost
Subject: Fort Myers Beach Permit # 211872

Click [Here](#) to open review



Permit #: 211872

Permit Date: 11/08/2021

Review Date: 11/09/2021

Permit Type:

Review Type: SEP-Environmental

Target Date: 11/10/2021

Scheduled Time: 00:00

Completed Date: 11/17/2021

Description:

Review Status: Reviewed w/ Conditions

Assigned To: Chadd Chustz

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

A 10 foot buffer shall be maintained between any dune vegetation and event activities. In addition, it is prohibited for any person to:

- Harass, molest or disturb wildlife (Land Development Code Sec. 14-3);
- Destroy or harm a dune or remove dune vegetation (Land Development Code Sec. 14-3);
- Discard or leave litter, garbage, trash or refuse, vegetative clippings, or debris (Sec. 14-3);

11/17/2021

Special event permit holders are responsible for ensuring that the area where the event is held is free of all litter and debris within 24 hours of the time the special event ends. In the event this section is not complied with, the town manager has the authority to contract with a cleaning service and the cost of the cleanup will be the responsibility of the permit holder (Sec. 22-12).

Property Information

Parcel#: 244623W3000230000

LEE COUNTY

950 ESTERO BLVD

Zoning: CFLot: 0000Block: 00023

LEE COUNTY

PO BOX 398

FORT MYERS, FL 33902



Permit #: 211872

Permit Date: 11/08/2021

Review Date: 12/06/2021

Permit Type:

Review Type: FMB Fire Dept

Target Date: 12/17/2021

Scheduled Time: 00:00

Completed Date: 12/06/2021

Description:

Review Status: Reviewed w/ Conditions

Assigned To: Jennifer Campbell

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Property Information

Parcel#: 244623W3000230000

LEE COUNTY

950 ESTERO BLVD

Zoning: CFLot: 0000Block: 00023

LEE COUNTY

PO BOX 398

FORT MYERS, FL 33902



Site Plan

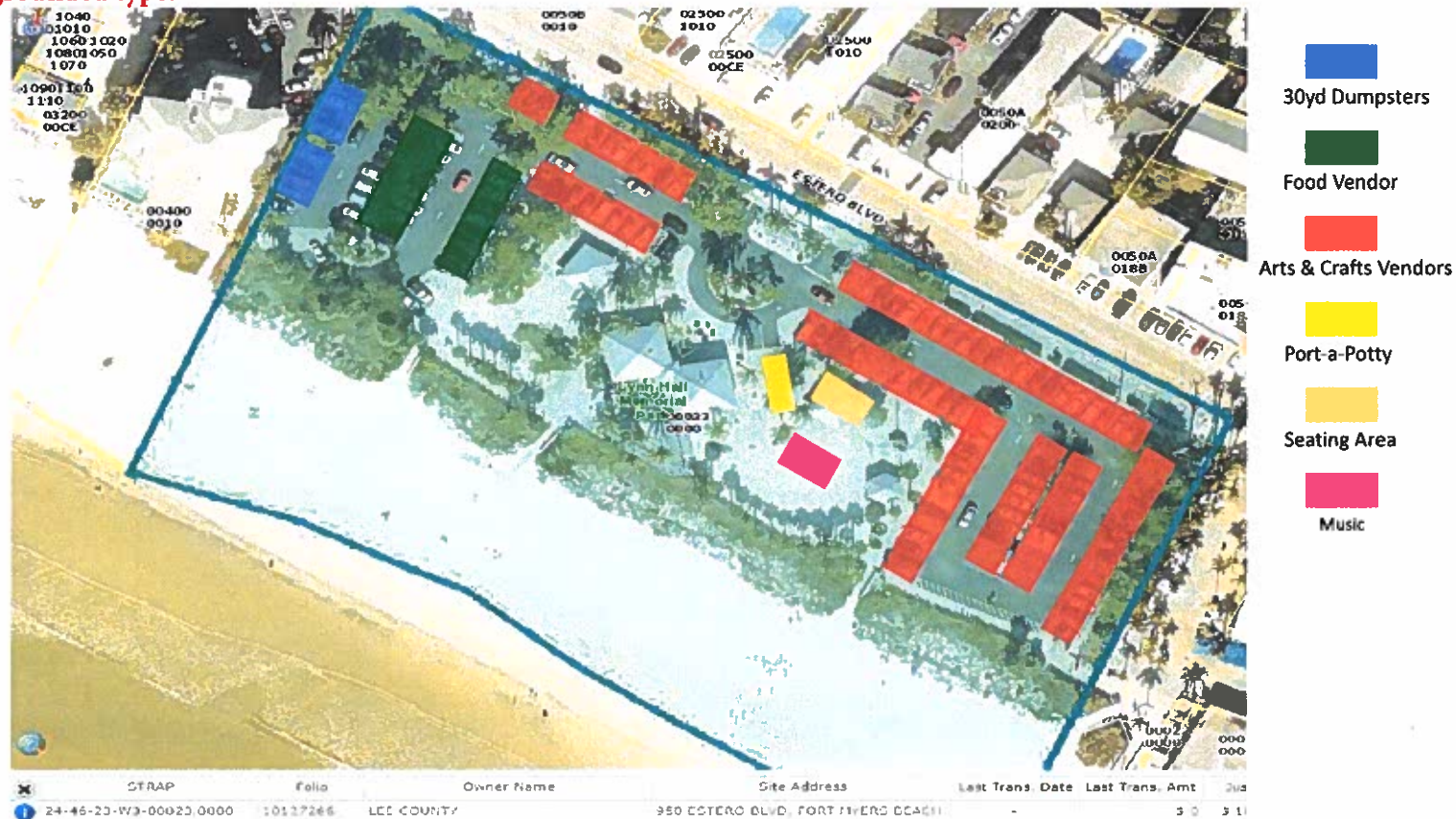
Fort Myers Beach Lions Foundation, Inc.

Fort Myers Beach Shrimp Festival
March 12th and March 13th, 2022.

Held at
Lynn Hall Memorial Park
950 Estero Blvd.
Fort Myers Beach
FL 33931

APPROVED WITH COMMENTS:

- 1. Crowd Control Managers are required, 1 for every 250 anticipated occupants. Requires certification, provide copy prior to event start.
- 2. Spacing of FE shall not exceed 75' in vendor space setup. All cooking vendors shall have a 2A:10BC and K Class fire Extinguisher. All fire extinguishers shall have a current state inspection tag, by a florida licensed contractor.
- 3. No special arrangements, no flammable vegetation, no open flames. NO generators permitted, unless prior approval received, in writing, from the fire department. Ensure any use of extension cords, shall be heavy duty grounded type.





FORT MYERS BEACH FIRE DEPARTMENT

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

Special Events Application and Guidebook

Event Type:

☐ Small Outdoor/Indoor Event	☒ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 11/1/2021		Date of Event: 3/12/2022 and 3/13/2022
Location: Lynn Hall Park, 950 Estero Blvd., Fort Myers Beach, FL 33931		
Event Start Date/Time: 10am		Event End Date/Time: 6pm
Setup Date: 11/11/2022	Setup Time: 5pm	Inspection Time:
Event Sponsor: Fort Myers Beach Lions Foundation, Inc.		
Sponsor Contact: Drew Yelle	Sponsor Phone #: 239-940-6412	Sponsor Email: president@fmbliions.com
Anticipated Number of Attendees: 10,000 per day	Anticipated Number of Event Workers: 20-30	
Will there be carnival or mechanical rides: No	Number of Stages: 0	
Total Number of Vendors: 90	Total Number of Hot Food Vendors: 6	
Number of Tents larger than 20 x 20: 0	Number of 10 x 10 Tents: 100	

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors with full contact information must be provided to the Fort Myers Beach Fire Department. This information will include contact name, number, and e-mail. All inspection fees will be due at time of service. All fees must be paid prior to releasing any permit.

Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

- A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
- A life safety evaluation may be required based on the size of the event in accordance with the fire code.
- All vendors should review FMBFD guidelines, on our website at www.FMBFire.org
- Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

<i>Andrew Yelle</i> Submitting Party Name (Print) Andrew Yelle Submitting Party Name (Sign) Date: 11/1/2021	Administrative Use Only Date Received: Received By: Fees Due: Paid: ☐ Forwarded for Review:
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186
INSURED Fort Myers Beach Lions Foundation Inc. Fort Myers Beach Florida	E-MAIL ADDRESS: lionsclubs@dspins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Agg Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC			HDOG72484757	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ISAH25550596	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below.						WC STATUS: ☐ TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Fort Myers Beach Lions Club Shrimp Festival, March 11th, 12th, and 13th, 2022

*** Town of Fort Myers Beach ***

is included as an Additional Insured(s), but only with respect to General Liability arising out of the issuance of permit(s) to the Insured shown above and not out of the sole negligence of said additional insured.

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER**CANCELLATION**

Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach Florida 33931

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

AUTHORIZED REPRESENTATIVE

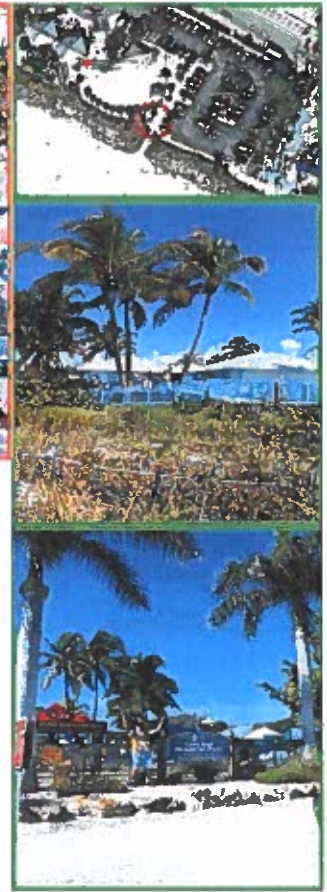
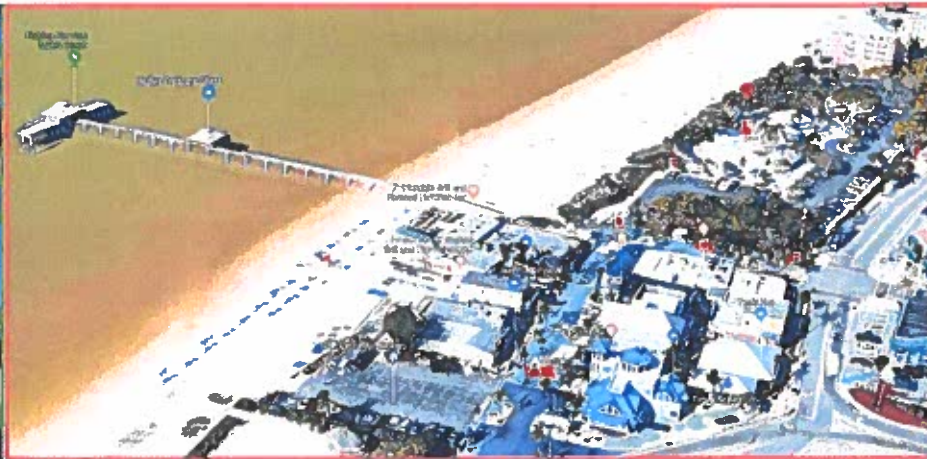
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#	Name/Owner	Address	Type
1	Plaka Restaurant	1001 Estero Blvd., Fort Myers Beach FL 33931	Business
2	Pete's Time Out	1005 Estero Blvd., Fort Myers Beach FL 33931	Business
3	Mango Rita's	1021 Estero Blvd., Fort Myers Beach FL 33931	Business
4	Local Color	1021 Unit B Estero Blvd., Fort Myers Beach FL 33931	Business
5	L'Ola Surfside	1035 Estero Blvd., Fort Myers Beach FL 33931	Business
6	West Coast Surf Shop	1035 Estero Blvd., Fort Myers Beach FL 33931	Business
7	Sandal Factory	1035 Estero Blvd., Fort Myers Beach FL 33931	Business
8	Cold Stone Creamery	1028 5th St., Fort Myers Beach, FL 33931	Business
9	Teeki Hut	1028 5th St., Fort Myers Beach, FL 33931	Business
10	H2O	1028 5th St., Fort Myers Beach, FL 33931	Business
11	Mr. G's House of 2000 Flavors	1000 5th St., Fort Myers Beach, FL 33931	Business
12	Bella Mozzarella	1000 5th St., Fort Myers Beach, FL 33931	Business
13	Kilwins	50 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
14	Sunset Beach Tropical Grill	1028 Estero Blvd., Fort Myers Beach, FL 33931	Business
15	Henna Tatoos	1901 Estero Blvd., Fort Myers Beach, FL 33931	Business
16	Times Sq Bazaar	1010 Estero Blvd., Fort Myers Beach, FL 33931	Business
17	Pyshic on the Beach	1005 Estero Blvd., Fort Myers Beach, FL 33931	Business
18	Dairy Queen	1000 Estero Blvd., Fort Myers Beach, FL 33931	Business
19	The Pier Peddler	1000 Estero Blvd., Unit 2, Fort Myers Beach, FL 33931	Business
20	Pierside Grill & Famous Blowfish Bar	1000 Estero Blvd., Fort Myers Beach, FL 33931	Business
21	Randy's Treasure Chest	10 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
22	Edison Beach House	830 Estero Blvd., Fort Myers Beach, FL 33931	Business
23	Royal Beach Club	800 Estero Blvd., Fort Myers Beach, FL 33931	Business
24	Bel Air Beach Club	780 Estero Blvd., Fort Myers Beach, FL 33931	Business
25	Edge Water Inn Condos	781 Estero Blvd., Fort Myers Beach, FL 33931	Business
26	Winds	159 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
27	Mango Bay	151 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
28	Tropical Sunset	159 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
29	South Seas Traders	163 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
30	Zushi Zushi	201 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
31	Curiosities	185 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
32	Shipwreck Motel	237 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
33	Shipwreck Treasure Store	237 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
34	Ocean Jewels	237 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
35	House of Brews	201 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
36	Times Square Tattoo & Gift Shop	759 Estero Blvd., Fort Myers Beach, FL 33931	Business
37	Holiday Court Villas and Suites	925 Estero Blvd., Fort Myers Beach, FL 33931	Business
38	Sand Castle Beach Club	905 Estero Blvd., Fort Myers Beach, FL 33931	Business
39	Segway Beach Tours	250 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
40	Yucatan	250 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
41	Stingrays Raw Bar Inc.	250 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
42	Felipe's	320 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
43	Smokin Oyster Brewery	340 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Business
44	7 Eleven	841 Estero Blvd., Fort Myers Beach, FL 33931	Business
45	Owner	401 Harbor Ct., Fort Myers Beach, FL 33931	Residence
46	Owner	720 Matanzas Ct., Fort Myers Beach, FL 33931	Residence
47	Owner	724 Matanzas Ct., Fort Myers Beach, FL 33931	Residence
48	Owner	730 Matanzas Ct., Fort Myers Beach, FL 33931	Residence
49	Owner	50 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Residence
50	Owner	80 Old San Carlos Blvd., Fort Myers Beach, FL 33931	Residence
51	Owner	800 Third St., Fort Myers Beach, FL 33931	Residence
52	Owner	810 Third St., Fort Myers Beach, FL 33931	Residence
53	Owner	820 Third St., Fort Myers Beach, FL 33931	Residence
54	Owner	850 Third St., Fort Myers Beach, FL 33931	Residence
55	Owner	870 Third St., Fort Myers Beach, FL 33931	Residence
56	Owner	880 Third St., Fort Myers Beach, FL 33931	Residence
57	Owner	910 Third St., Fort Myers Beach, FL 33931	Residence
58	Owner	914 Third St., Fort Myers Beach, FL 33931	Residence
59	Owner	920 Third St., Fort Myers Beach, FL 33931	Residence
60	Owner	932 Third St., Fort Myers Beach, FL 33931	Residence
61	Owner	934 Third St., Fort Myers Beach, FL 33931	Residence
62	Owner	742 Estero Blvd., Fort Myers Beach, FL 33931	Residence
63	Owner	749 Estero Blvd., Fort Myers Beach, FL 33931	Residence
64	Owner	754 Estero Blvd., Fort Myers Beach, FL 33931	Residence
65	Owner	756 Estero Blvd., Fort Myers Beach, FL 33931	Residence

66	Owner	758 Estero Blvd., Fort Myers Beach, FL 33931	Residence
67	Owner	775 Estero Blvd., Fort Myers Beach, FL 33931	Residence
68	COURTNEY S MARK & DEBORAH S TR FOR MARK & DEBORAH COURTNEY TRUST 83 CRANBERRY RD GROVE CITY PA 16127	831 Estero Blvd., Fort Myers Beach, FL 33931	Residence
69	Fred Paine 823 Lagoon ST Fort Myers Beach FL 33931 Philip & Cathy Jackson 1998 Oglebay Dr Wheeling WV 26003 Richard & Flora Tyler 8214 Estero Blvd Fort Myers Beach FL 33931	821 Estero Blvd., Fort Myers Beach, FL 33931	Residence
70	FREDERICK L, NANCY K PAINE 819 LAGOON ST FORT MYERS BEACH FL 33931	819 Lagoon St., Fort Myers Beach, FL 33931	Residence
71	PAINE FREDERICK L + NANCY KAY 12 BELKNAP SHORES SUPERIOR WI 54880	823 Lagoon St., Fort Myers Beach, FL 33931	Residence
72	ISLAND GEM LLC 8044 ESTERO BLVD FORT MYERS BEACH FL 33931	831 Lagoon St., Fort Myers Beach, FL 33931	Residence
73	BLOCD AHL LEASING LLC 3538 TIMBER RIDGE TRL CEDAR RAPIDS IA 52411	839 Lagoon St., Fort Myers Beach, FL 33931	Residence
74	BLOCD AHL LEASING LLC 3538 TIMBER RIDGE TRL CEDAR RAPIDS IA 52412	841 Lagoon St., Fort Myers Beach, FL 33931	Residence
75	DULLARD ROBERT TR + DULLARD DANA R TR FOR DULLARD REVOCABLE TRUST PO BOX 2695 FT MYERS BCH FL 33932	843 Lagoon St., Fort Myers Beach, FL 33931	Residence
76	SCHWARTZ DEREK & KRISTEN 3329 ROSA AVE NEW SMYRNA BEACH FL 32168	846 Lagoon St., Fort Myers Beach, FL 33931	Residence
77	SCHWARTZ DEREK & KRISTEN 3329 ROSA AVE NEW SMYRNA BEACH FL 32169	848 Lagoon St., Fort Myers Beach, FL 33931	Residence
78	BOYD TODD & JULIE 39 N SHORE RD HAMILTON PARRISH FL 04 BERMUDA	849 Lagoon St., Fort Myers Beach, FL 33931	Residence
79	ARTRIP BARBARA K TR FOR ARTRIP FAMILY TRUST 850 LAGOON ST FORT MYERS BEACH FL 33931	850 Lagoon St., Fort Myers Beach, FL 33931	Residence
80	BOYD TODD & JULIE 39 N SHORE RD HAMILTON PARRISH FL 04 BERMUDA	851 Lagoon St., Fort Myers Beach, FL 33931	Residence
81	PURTELL JAMES F TR FOR JAMES F PURTELL TRUST 855 LAGOON ST FORT MYERS BEACH FL 33931	855 Lagoon St., Fort Myers Beach, FL 33931	Residence
82	HOLBROOK LESLIE E + JOHNSON JAMIE S J/T PO Box 206 GALION OH 44833	859 Lagoon St., Fort Myers Beach, FL 33931	Residence

Banners for the Shrimp Festival 2022

As part of the Shrimp Festival we would like to hang up 7 banners advertising the Shrimp Festival. These banners will have a maximum area of 16 square feet. The banners will be hung between trees as indicated on the following pages which show the details of the locations for the banners.



A - South entrance to times square

B - SE corner of Lynn Hall parking lot (corner of Estero Blvd. & Old San Carlos Blvd)

C - South entrance to Lynn Hall parking lot

D - SW entrance to Lynn Hall parking lot

E - SW entrance to Lynn Hall Park

F - Lynn Hall Park bathroom pavillion

G - East entrance to Lynn Hall Park (along Estero Blvd.)





A



B



C



D



E



G



F

211872

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: 11/7/2021

Permit No. Temp: 0151681

Governmental Entity

Approving Local Government	<u>Town of Fort Myers Beach</u>	Contact Person	<u>Andrew Yelle</u>
Address	<u>315 Donora Blvd Fort Myers Beach, Florida 33931</u>		
Telephone	<u>(239) 940-6412 ext. _____</u>	Email	<u>president@fmbliions.com</u>

Organization Requesting Special Event

Name of Organization	<u>FMB LIONS FOUNDATION, INC.</u>	Contact Person	<u>ANDREW YELLE</u>
Address	<u>315 Donora Blvd Fort Myers Beach, Florida 33931</u>		
Telephone	<u>(239) 940-6412 ext. _____</u>	Email	<u>president@fmbliions.com</u>

Description of Special Event

Event Title	<u>Fort Myers Beach Lions Club Shrimp Festival Parade and 5K</u>		
Date of Event	<u>3/12/2022 - 3/13/2022</u>		
Start Time	<u>9:00 AM (EST)</u>	End Time	<u>5:00 PM (EST)</u>
Event Route (attach map)			
Detour Route (attach map)			

Law Enforcement Agency Responsible for Traffic Control

Name of Agency	<u>Lee County Sheriff, West District</u>
----------------	--

US Coast Guard Approval for Controlling Movable Bridge

Not Applicable	☒
Copy of USCG Approval Letter Attached	☐
Bridge Location	_____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator	<u>Andrew Yelle</u>	Signature	<u>Andrew Yelle</u>	Date	_____
Law Enforcement Name/Title	<u>Capt. Steven J. Brady</u>	Signature	<u>Steven Brady</u>	Date	<u>1/10/21</u>
Government Official Name/Title	<u>Roger Hemstadt / Town Manager, Fort M</u>	Signature	<u>Roger Hemstadt</u>	Date	_____

FDOT Special Conditions

--

FDOT Authorization

Name/Title	_____	Signature	_____	Date	_____
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October 31st, 2021

Andrew Yelle
President
Ft. Myers Beach Lions Shrimp Festival
PO Box 5019
Ft. Myers Beach, FL 33932

District Officer
Lee County Sheriff's Office
Charlie District
15650 Pine Ridge Road
Ft. Myers, FL 33908

Dear District Officer:

Here is our request to have the Matanzas Bridge closed for the annual Shrimp Festival Parade and 5K run, to be held Saturday, March 12th, 2020, from 9AM - 12PM.

Please provide the necessary signature and if you want, I will come to your office to pick it up and give it to the Town of Ft. Myers Beach for their signature and processing. My phone # is 239-940-6412.

Please provide a copy to your Special Detail Unit for processing.

Your help with the parade is always greatly appreciated.

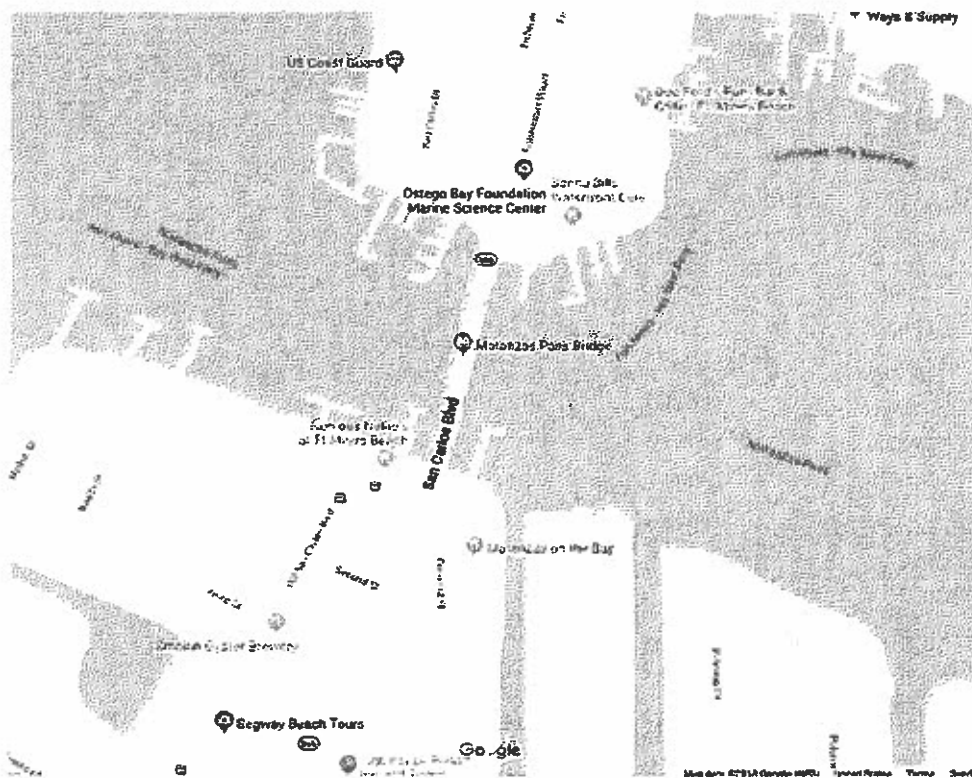
Sincerely,

Andrew Yelle
President
FMB Lions Foundation Inc.
239-940-6412
president@fmbblions.com



Matanzas Pass Bridge
511 San Carlos Blvd.
Fort Myers Beach
FL 33931

0088, SR865



Matanzas Pass Bridge
511 San Carlos Blvd.
Fort Myers Beach
FL 33931

0088, SR865

Carmine Marceno
Sheriff



"Proud to Serve"

State of Florida
County of Lee

January 7, 2022

To: Florida Department of Transportation

From: Amy Sellers LCSO Details Unit

Ref: Ft Myers Beach Lions Club 2022 Shrimp Fest Parade & 5K

Please be advised that the Lee County Sheriff's Office has reviewed the Ft Myers Beach Lions Club plans for the 2022 Shrimp Festival and 5K. The review included all safety plans and road closures and the FDOT permit for the temporary closure of the Matanzas Pass Bridge was signed off upon by LCSO.

Respectfully,

Amy Sellers
Details Unit
239-477-1098



"The Lee County Sheriff's Office is an Equal Opportunity Employer"
14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000

1. **Requested Motion:**

Meeting Date: January 24, 2022

Approve Supplemental Task Authorization #13 with Coastal Engineering Consultant's Inc., in the not to exceed amount of \$29,450 for Professional Engineering Services for the Mooring Field Expansion Construction, which includes construction plans and specifications, bidding assistance, construction management services and coordination, and authorizing the Town Manager to execute the Supplemental Task Authorization and expend budgeted funds.

Why the action is necessary:

To provide bidding assistance and construction oversight for the Mooring Field Expansion.

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. 22052_STA 13-MPMF Expansion Design-Bid-CM Services_20220112

Financial Impact:

\$29,450 as budgeted on the add on list for the current fiscal year

6. **Alternative Action**

Do not approve.

7. **Management Recommendations:**

Approve the Supplemental Task Authorization.

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 - 1/14/2022
Approved - 1/14/2022
Approved - 1/19/2022
Approved - 1/19/2022
Final Approval - 1/20/2022

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

X Supplemental Task Authorization

NO.: 13

CONTRACT/PROJECT NAME: Matanzas Pass Mooring Field Design, Bid and Construction Management Services

CONSULTANT: Coastal Engineering Consultants, Inc.

PROJECT NO.: _____

SOLICIT NO.: Environmental Assessments & Marine Engineering

CONTRACT NO.: RFQ-20-06-AD

REQUESTED BY: Chelsea O'Riley, Public Works Director

DATE OF REQUEST: 1/12/2022

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: January 12, 2022

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: January 12, 2022

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: January 12, 2022

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: January 12, 2022

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED:

By:  _____
Consultant/Provider Date January 12, 2022

TOWN APPROVAL:

By: _____
Town Manager Date

STA Amount: \$29,450

SCOPE OF PROFESSIONAL SERVICES

MATANZAS PASS MOORING FIELD DESIGN, BID AND CONSTRUCTION MANAGEMENT SERVICES

Task 1. Construction Plans and Specifications

In support of design, conduct a jet probe survey to provide a general description of sediment characteristics and ascertain the presence/absence of subsurface rock at proposed mooring locations. Probes shall be conducted at each mooring location using a 15-foot probe. Data from survey shall also be presented to prospective contractors in Bid Documents.

Prepare detailed construction plans to show the general scope, character, and extent of the work to be furnished. The plans shall include existing conditions, horizontal and vertical control, construction access, staging areas, probe data, site plan, typical profiles and cross sections, construction details, quantity requirements, and environmental protection measures.

Prepared detailed construction specifications including description of work, special terms and conditions, quantity estimates, bid schedules, and technical specifications describing the general scope, character and extent of work to be furnished and performed by the contractor. Review for consistency the Town's standard bid documents including general terms and conditions. Prepare Special Conditions and Bid Forms for inclusion in the Bid Documents.

Task 2. Bid Process

Assist Town coordinate a one-time bid process. Assist Town prepare and issue addenda as appropriate to interpret, clarify, or expand the Bid Documents. Attend one pre-bid meeting with Town staff and contractors on-site. Assist Town evaluate bids. Render recommendation for award to the lowest responsive marine contractor. Assistance with more than one bid process shall be provided as an additional service.

Task 3. Construction Management Services

Arrange, prepare for, and attend one (1) pre-construction meeting with the Town, contractor, and appropriate stakeholders designated by the Project Manager to discuss the Project construction; develop a Project schedule; review permits, plans, and specifications; identify concerns and issues; and establish lines of communication, and contact people.

Review contractor submittals for compliance with contract documents. Consult with the Town and contractor as reasonably required and necessary regarding construction of the Project, assist the Town issue interpretations and clarifications during construction, and prepare work change orders as directed by the Town, if necessary.

Conduct site visits by a construction observer during active construction in support of certifying project completion. Based on information obtained during such inspections and on such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the Town informed of the progress of the work.

Review pay applications and recommend payments.

Upon receiving written notice from the Town that the Project is substantially complete, conduct a one-time comprehensive review of the Project, develop a list of items needing completion or correction, forward said list to the contractor and provide written recommendations to Town concerning the acceptability of work done and the use of the Project. Upon receiving written notice from the Town that the Project is finally complete, perform final site observations in conjunction with the Town, and assist the Town in closing out construction contract.

Budget is based on a construction contract time of 45 days. Services after the 45-day period may be provided as additional services.

Task 4. Owner Coordination

Coordination with Town, including attendance of meetings with Town and representatives, to review reports and recommendations, and provide written or phone correspondence in reference to project.

EXHIBIT B

Date: January 12, 2022

COMPENSATION AND METHOD OF PAYMENT

MATANZAS PASS MOORING FIELD DESIGN, BID AND CONSTRUCTION MANAGEMENT SERVICES

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 1	Construction Plans and Specifications	\$ 13,880	NTE	W.I.P.P.
Task 2	Bid Process	\$ 2,860	NTE	W.I.P.P.
Task 3	Construction Management Services	\$ 9,840	NTE	W.I.P.P.
Task 4	Owner Coordination	\$ 2,870	NTE	W.I.P.P.
TOTAL		\$ 29,450		

(Unless list is continued on next page)

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 3/16/2020, 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 dated 3/16/2020, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 12, 2022

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR
MATANZAS PASS MOORING FIELD DESIGN, BID AND CONSTRUCTION MANAGEMENT SERVICES

Consultant or Sub-Consultant Name: Coastal Engineering Consultants, 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 Included in Master Contract			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: January 12, 2022

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

MATANZAS PASS MOORING FIELD DESIGN, BID AND CONSTRUCTION MANAGEMENT SERVICES

CONSULTANT OR SUB-CONSULTANT NAME: Coastal Engineering Consultants, Inc.

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast Lunch Dinner In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual Cost
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

EXHIBIT C

Date: January 12, 2022

TIME AND SCHEDULE OF PERFORMANCE

MATANZAS PASS MOORING FIELD DESIGN, BID AND CONSTRUCTION MANAGEMENT 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
Task 1	Construction Plans and Specifications	60	60
Task 2	Bid Process	90	150
Task 3	Construction Management Services	45	195
Task 4	Owner Coordination	195	195

EXHIBIT D

Date: January 12, 2022

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

MATANZAS PASS MOORING FIELD DESIGN, BID AND CONSTRUCTION MANAGEMENT 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
NONE						

1. Requested Motion:

Meeting Date: January 24, 2022

Approve Resolution 22-02 authorizing the Town Manager to execute the Clean Vessel Act grant agreement and the purchase of a new pump-out boat from Pumpout USA in an amount not to exceed \$159,100.00, utilizing the trade-in value of the existing boat as grant match and authorizing the Town Manager to execute contract documents.

Why the action is necessary:

To authorize the Town Manager or his designee to execute the contracts for the Clean Vessel Act Grant Funds and execute contract documents for the replacement of the Town's Pumpout Boat

What the action accomplishes:

Authorizes the grant execution to replace the Town's pumpout boat.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

In Summary: The pumpout boat that is used to pumpout mooring field patrons as required by grant aid requirements needs recurring repairs and does not meet the operational needs of the Town. The boat has had many repairs that have delayed servicing of customers. The Anchorage Advisory Committee and staff have discussed moving forward with the procurement of a replacement vessel.

New Pumpout Vessel Cost: \$159,100.00

75% Grant Award: \$119,325

25% Match: \$39,775

The grant match will be met by the value of the vessel trade-in, which totals \$38,438.68 and capital monies for signage.

The other two companies could not provide replacement boats due to them not manufacturing the type of pumpout boat that meets the specs similar to the current pumpout boat.

(Trade in value = grant match). \$159,100 grant including signage requirement.

Attachments:

1. Resolution 22-02 re Clean Vessel Act Grant Application for Pump-out Vessel(129751479.1)-C
2. MV429-Town of Fort Myers Beach FINAL DRAFT GM update

Financial Impact:

\$159,100, Capital Improvement Funds - Fund 40; Subject to obtaining grant, final cash outlay cost to the Town is \$1,291.32 due to appraisal of the current pumpout boat.

6. Alternative Action

Do not approve.

7. **Management Recommendations:**

Authorize the Town Manager to execute 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 - 1/14/2022
Approved - 1/14/2022
Approved - 1/19/2022
Approved - 1/19/2022
Final Approval - 1/20/2022

RESOLUTION NO. 22-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE, APPLY FOR, AND ADMINISTER A GRANT FROM THE CLEAN VESSEL ACT GRANT PROGRAM FOR THE PURCHASE OF A PUMP-OUT BOAT FOR THE MATANZAS PASS MOORING FIELD FUNDS IN THE AMOUNT NOT TO EXCEED \$159,100.00; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the Town has an opportunity to apply for grant funding from the Clean Vessel Act Grant Program (“Grant”) through Florida Department of Environmental Protection for procurement of a pump-out boat for the Matanzas Pass Mooring Field (“Project”); and

WHEREAS, the Town will commit funds (up to \$39,775) to complete the 25 percent match requirement, which funding is budgeted in the 2021-2022 Fiscal Year Budget for the Project; and

WHEREAS, the Town desires to apply for the Grant in the amount of up to \$159,100.00 in order to provide the Town with funds to complete the Project; and

WHEREAS, to apply for the Grant, a Resolution of the Town is required designating a “Project Manager”, and authorizing the Project Manager to apply for and administer the Grant on behalf of the Town; and

WHEREAS, the Town desires to designate the Town Manager or designee as the Project Manager and authorize the Town Manager or designee, to apply for and administer the Grant on behalf of the Town; and

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 adopted as the legislative and administrative findings of the Town Council.

Section 2. The Town Council hereby designates the Town Manager or designee as Project Manager and authorizes the Town Manager or designee to apply for the Grant in the amount of up to \$159,100.00 and administer the grant on behalf of the Town, which includes the purchase of a new pump-out vessel for the Matanzas Pass mooring field.

Section 3. This Resolution shall take effect immediately upon its adoption.

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

DULY PASSED AND ADOPTED on this 24th day of January 2022.

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

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 _____ 2022.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) "Clean Vessel Act Grant; CVA21-030, Town of Fort Myers Beach	Agreement Number MV429
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2. Parties	State of Florida Department of Environmental Protection 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
Grantee Name:	Town of Fort Myers Beach	Entity Type: Public - City
Grantee Address:	2525 Estero Boulevard, Fort Myers Beach, Florida 33931	FEID: 650632342
		(Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: July 31, 2023
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4. Project Number: CVA21-030	Project Location(s): 450 Old San Carlos Blvd, Fort Myers Beach, FL, 33931
Project Description: for equipment purchase of a pump out vessel and signage	

5. Total Amount of Funding:	Funding Source?	Award #'s or Line Item Appropriations:	Amount per Source(s):
\$119,325.00	☐ State ☒ Federal	CVC19	\$119,325.00
	☐ State ☐ Federal		
	☒ Grantee Match		\$39,775.00
Total Amount of Funding + Grantee Match: \$159,100.00			

6. Department's Grant Manager Name: Dee Roberts or successor Address: 2600 Blair Stone Road, MS 235 Tallahassee, Florida 32399-2400 Phone: 850-245-2183 Email: devurnya.roberts@floridadep.gov	Grantee's Grant Manager Name: Chelsea O'Riley or successor Address: 2525 Estero Boulevard Ft. Myers Beach, Florida 33931 Phone: 239-765-0202 ext. 1700 Email: chelsea@fmbgov.com
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☒ 7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☒ Attachment 7: CVC19 Grant Award Terms (Federal)* Copy available at <https://facts.fldfs.com>, in accordance with §215.985, F.S.
- ☒ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):

- ☒ Exhibit A: Progress Report Form
- ☒ Exhibit B: DEP Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo

☐ Additional Exhibits (if necessary):

☒ 8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	FL-V-F19AP00538
Federal Award Date to Department:	October 01, 2019
Total Federal Funds Obligated by this Agreement:	\$119,325.00
Federal Awarding Agency:	US Fish & Wildlife Service
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Fort Myers Beach

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement,

unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds

and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Non-consumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of

receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following nonexclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE**

FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:

- i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a

public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the

executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a

Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. MV429**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is for equipment purchase of a pump out vessel. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated on Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☒	☒	Equipment
☐	☐	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase

Direct & Retained

The purchase of non-expendable personal property or equipment costing \$5,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee is required to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. Based on the report, the Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. The following terms shall apply:

- a. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.

- c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
- d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement

7. Match Requirements

The Agreement requires at least a 25% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$39,775.00 through cash or third party in-kind towards the project upon execution funded under this Agreement.

The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

Subcontracting is not permitted under this Agreement

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None

Any terms added here must be approved by the Office of General Counsel

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
CLEAN VESSEL ACT GRANT PROGRAM
DEP AGREEMENT #: MV429**

ATTACHMENT 3

PROJECT TITLE: Clean Vessel Act Grant; Town of Fort Myers Beach (“Project”)

PROJECT LOCATION: 450 Old San Carlos Blvd, Fort Myers Beach, FL, 33931 (“Project site”)

TASKS AND DELIVERABLES

The following is a schedule of tasks/deliverables and budget detail for the completion of the tasks required to complete this Project. Payment may be requested upon submission, review, and approval of the deliverables assigned to each task.

Permits

The Grantee is responsible for obtaining all state and local permits and approvals required for installation and operation of pump out equipment prior to commencement of this Project. Copies of permits, letters of permit issuance, and inspections reports, as applicable, will need to be submitted to the Department before the Grantee commences any work on the subsequent permit-related tasks/activities below.

Task 1: Equipment Purchase

The Grantee will purchase authorized pump out equipment and ensure its delivery to the Project site. Authorized equipment includes: pump out vessel in accordance with the minimum requirements specified in the approved design and permits. All non-expendable and/or non-consumable equipment purchased under this Agreement is subject to the five (5) year Quarterly Pump out Report requirements set forth above under Attachment 6, Project-Specific Requirements, paragraph 8.C. The Grantee will maintain compliance with these requirements for the life of the Agreement.

Deliverables:

Purchase of the authorized equipment, as evidenced upon finished vessel delivery by a copy of paid invoice(s), a copy of delivery receipt(s), clear photograph(s) of the Hull Identification Number (HIN), clear photograph(s) of the vessel with marina name and clean vessel act pump out signs affixed to the vessel, confirmation of proof of ownership by one or more of the following: a copy of the certificate of origin for the vessel, statement of builder, copy of the State of Florida certificate of title, copy of the State of Florida vessel registration, clear photograph of the State of Florida boater registration number decal affixed to vessel and/or executed dealer’s bill of sale; and a completed **Property Reporting Form** (Exhibit B). If an upfront deposit is required, then partial reimbursement is allowed to cover the deposit on the pump out vessel up to but not to exceed fifty percent (50%) of the total cost of the vessel. Requirements for partial reimbursement are to include submission of a dated and signed vendor letter confirming that the vessel is in production with an estimated completion date, an invoice from the vendor showing the amount of deposit due and a bank statement, credit card statement or cancelled check showing the payment has been made to the vendor and deducted from the Grantee account. The Grantee will submit the appropriate documentation to demonstrate its compliance with the property reporting and property management (paragraph 5 of Attachment 2, Special Terms and Conditions) requirements of this Agreement. A final inventory report shall be due at the end of the Agreement. A clean vessel act program site visit to view the functioning vessel and review all applicable paperwork shall be conducted upon project completion.

Performance Standard: The Department's Grant Manager will review documentation to verify authorized equipment has been purchased and delivered in accordance with this task; and will review the **Property Reporting Form** for accuracy and completion. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task Deadline: July 31, 2023

Budget: Allowable costs for this task are for Equipment; in accordance with the above deliverables. Equipment purchase and equipment installation may be included on one invoice.

Task 2: Pump out Signage

In accordance with Attachment 6, Project-Specific Requirements, paragraph 7, and paragraph 9, when FIND funding is applicable, the Grantee will install the required signage: (1) one three-foot (3') by four-foot (4') sign of the International pump out Symbol on a dock or on land facing the waterway and clearly visible to the boaters; and, (2) one informational sign, posted in a clearly visible location adjacent to the pump out equipment, stating pump out fees, restrictions, hours of operation, operating instructions, the operator name and phone number, emergency phone numbers for reporting service problems, and include the required language set forth in Attachment 6, Project-Specific Requirements, paragraph 7, and paragraph 9, when FIND funding is applicable. In the case of a pump out vessel, the above referenced signs and/or logos must clearly be affixed to the hull.

Sign specifications can also be found at <http://www.dep.state.fl.us/cleanmarina/CVA/signs.htm>.

Deliverables:

Completion of task as evidenced by: photographs of the installed signage showing the pump out logo sign and the pump out informational sign with accrediting information; and, certification from the Grantee's Project Manager that the signage has been installed in accordance with requirements set forth in Attachment 6, Project-Specific Requirements, paragraph 7, and paragraph 9, when FIND funding is applicable.

Performance Standard: The Department's Grant Manager will review the deliverables associated with this task to verify that the pump out signage was completed in accordance with this task and the Agreement. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task Deadline: July 31, 2023

Budget: Allowable costs for this task are for Miscellaneous/Other Expenses, including, but not limited to, purchase of sign, materials for installation, design, equipment rental or use, and labor.

CVA TASK BUDGET TABLE:

TASKS	Allowable Budget Categories	Total Project (100%)	Grant Award Amount (75%)	Grantee Match Amount (25%)
1. Equipment Purchase	Equipment	\$ 156,650.00	\$ 117,487.50	\$ 39,162.50
2. Pump out Signage	Miscellaneous/Other Expenses	\$ 2,450.00	\$ 1,837.50	\$ 612.50
Total Grant Award Amount (no greater than 75%)			\$119,325.00	
Total Match Amount (no less than 25%)				\$39,775.00
Total Project (100%):			\$159,100.00	

SALARIES/WAGES BY TASK: Salaries for personnel, if listed below, shall only be reimbursed for salary rates and hours spent on the Project. The Grantee shall not be reimbursed for multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates). Cost Reimbursement is based on direct salary rates with the maximum allowable rate per hour indicated below. Salaries/Wages reimbursement requests must include: (1) list of employee position title/classifications; (2) hourly rate; (3) the specific dates for time worked; and, (4) number of hours worked per position title classification by date and total.

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$	Match Funding
Equipment Total	\$ 117,487.50	\$ 39,162.50
Miscellaneous/Other Expenses Total	\$ 1,837.50	\$ 612.50
Total:	\$119,325.00	\$39,775.00
Total Project Cost:	\$ 159,100.00	
Percentage Match:	75%	25%

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

- a. For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:
- b. Keep and maintain Public Records required by the Department to perform the service.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: <mailto:Public.Services@FloridaDEP.gov>

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of Interior US Fish & Wildlife Service	15.616	Clean Vessel Act	\$119,325.00	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:
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Attachment 5, Exhibit 1

1 of 2

Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$119,325.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE CLEAN VESSEL ACT GRANT PROGRAM**

ATTACHMENT 6

1. Purpose.

The primary goal of the Clean Vessel Act (CVA) is to reduce overboard sewage discharge from recreational boats by providing pump out and dump stations for recreational boaters to dispose of human waste in an environmentally safe manner. The purpose of the CVA Grant Program (“Program”) is to establish or restore pump out facilities that are operational and accessible to the general boating public for the useful life of the facilities. The Program also provides educational materials for boaters on the hazards of boater sewage, when applicable.

2. Pump out Station Operation Plan.

The Grantee shall operate each pump out facility or dump station funded under this Agreement so that it is open and available to the recreational boating public. Each pump out facility, pump out vessel, or dump station shall be operated, maintained, and continue to be reasonably accessible to all recreational vessels for the period of time set forth in the Agreement. The Grantee will conduct operations of the pump out facility, pump out vessel, or dump stations in accordance with the Pump out Station Operational Plan, available for download from the Department’s Clean Vessel Act Program website (see Exhibit 1 of this Attachment). Pump out vessels are to be used solely for the collection and hauling of recreational boat sewage.

3. Program Guidelines.

The Agreement shall be performed in accordance with the Federal CVA Grant Program Guidelines (50 Code of Federal Regulations (CFR) Parts 80 and 85) which are hereby incorporated by reference as if fully set forth herein. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws.

4. Reporting Requirements.

Some CVA-funded projects have a five (5) year reporting requirement. If required by Attachment 3, the Grantee shall provide a quarterly pump out report (via the CVA Grantee Portal, listed in Exhibit 1 of this Attachment, and hereby incorporated by reference) in accordance with the requirements and timeframes set forth in Attachment 3. In addition to the obligations listed in Section 32 of Attachment 1 of this Agreement, the reporting obligations of the Grantee in this Section, shall survive expiration of this Agreement for five years from the Date of Expiration of the Agreement.

5. Fees for Pump out Services.

Pump out facilities, pump out vessels, or dump station services will be provided free of charge or for a fee not to exceed \$5 per vessel. Fees greater than \$5 require prior written cost justification approval by the Department. If pump out fees are collected, such proceeds shall be accounted for, and must be deducted from any reimbursement requests submitted by the Grantee for expenses associated with conducting operations and maintenance activities. An accounting of all fees collected will be provided on the quarterly pump out report described in Attachment 3.

6. Project Completion Certification.

Project completion means the project is open and available for use by the public. Project must be designated complete prior to release of final reimbursement. In order to certify completion, the Grantee shall submit a completed and signed Pump out Project Certification of Completion (available online at the Department’s Clean Vessel Act Program website (see Exhibit 1 of this Attachment), and hereby incorporated by reference) with final invoice to the Department.

7. Program Crediting and Signage.

The Grantee should display the appropriate pump out symbol on facilities, such as pump out and portable toilet dump stations, or on printed material or other visual representations relating to Project accomplishments or education/information (50 CFR §85.43 and 50 CFR §85.47). Signage specifications and crediting text can be found online at the Department’s Clean Vessel Act Program website (see Exhibit 1 of this Attachment).

- A. If specified in Attachment 3, the following signage is required:
 - i. One (1) three-foot (3') by four-foot (4') sign of the International Pump out Symbol to be located on a dock or on land facing the waterway and clearly visible to boaters.
 - ii. One (1) informational sign, to be posted in a clearly visible location adjacent to the pump out equipment, must state: fees, restrictions, hours of operation, operating instructions, an operator name and phone number, emergency phone numbers for reporting service problems, and include the following statement:

“Funded in part by the U.S. Fish and Wildlife Service, Clean Vessel Act through the Florida Department of Environmental Protection.”
- B. If required by Attachment 3, all other printed materials or visual representations related to the Project, including education and instructional materials shall include the following statement:

“Funded in part by the U.S. Fish and Wildlife Service, Clean Vessel Act through the Florida Department of Environmental Protection.”

8. Project Required Submittals and Requirements.

The following documents are required submittals under this Agreement. Failure to provide any of the following in the time frames provided may result in denial of reimbursement request. These provisions also represent requirements under this Agreement that must be complied with for the term of this Agreement. Referenced documents and plan/log sheet samples are available online at the Department's Clean Vessel Act Program website (see Exhibit 1 of this Attachment).

- A. The Grantee shall submit a copy of executed subcontracts within ten (10) days after execution.
- B. In addition to the detailed supporting documentation required for reimbursement as described the Agreement, the Grantee shall, with the final reimbursement request, submit all of the following:
 - 1. A completed and signed Pump out Project Certification of Completion Form to be submitted with the final invoice.
 - 2. Photographic documentation that the Grantee has completed the appropriate program crediting and signage as required under this Agreement.
 - 3. Quarterly Progress Reports (Exhibit A).
 - 4. As described in the appropriate Tasks/Deliverables in Attachment 3, a pump out log sample, which shall provide for daily logging of vessels pumped, total gallons pumped per vessel, out of state vessels, fees collected, and maintenance costs. The actual daily log is not required to be submitted to the Department. However, the Grantee must keep the logs as backup documentation for five (5) years following the Date of Expiration of the Agreement.
 - 5. As described in the appropriate Tasks/Deliverables in Attachment 3, a Pump out Station Operational Plan that specifies hours of operation, maintenance principles, methods in determining volume of material pumped including the use of flow meters as may be necessary, informational/educational materials on pump out operation and assurances that the pump out facility, pump out vessel, or dump station will be used solely for the collection of recreational boat sewage.
- C. In addition to the submittal requirements identified above, the Grantee is required to submit Quarterly Pump out Reports (available for download from the Department's Clean Vessel Act Program website, listed on Exhibit 1 of this Attachment) when one or both of the following apply:

Attachment 6

2 of 4

1. As described in the Tasks/Deliverables Attachment 3, when the Project includes the purchase and/or installation of pump out equipment, the Grantee is responsible for submitting Quarterly Pump out Reports for a period of five (5) years. The five (5) year reporting period begins upon the Department's Grant Manager acceptance of the final deliverables, the receipt of the Certificate of Completion and submittal of the final invoice, and the Quarterly Pump out Reports are due every quarter thereafter for the next five (5) years.
2. As described in the Tasks/Deliverables Attachment 3, when the Project includes operations and/or maintenance and repair, the Grantee is responsible for submitting Quarterly Pump out Reports every quarter beginning upon execution of this Agreement, more specifically the first quarter of operations, through the expiration of this Agreement.

9. State Funds (FIND).

If this Agreement includes Florida Inland Navigation District (FIND) funding, the following provisions also apply:

- A. FIND Rules.
The Agreement shall also be performed in accordance with the rules governing the FIND Cooperative Assistance Program (Chapter 66B-1, F.A.C.), which are hereby incorporated by reference as if fully set forth herein.
- B. FIND Signage Requirements.
Notwithstanding the requirements above, all of the signage requirements and other printed materials or visual representations related to the Project, including education and instructional materials must include the following statement:

"Funded in part by the U.S. Fish and Wildlife Service, Clean Vessel Act and Florida Inland Navigation District through the Florida Department of Environmental Protection."

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EXHIBIT 1

The following information is available on the Department's Clean Vessel Act Grant Program website (Main Page: <https://floridadep.gov/rcp/cva>)

Pump out Station Operational Plan

Plan must include hours of operation, equipment maintenance schedule, phone number(s), emergency phone number(s), pump out operation directions, cleaning instructions and VHF channels monitored. A Sample Plan is available at: <https://floridadep.gov/rcp/cva/documents/sample-operational-plan>

Quarterly Pump out Report

For a period of five (5) years after completion of the installation of any pump out project a Grantee is responsible for submitting quarterly pump out gallon reports to the Department. Additional information regarding pump out gallon reporting is available at: <https://floridadep.gov/rcp/cva/content/quarterly-reporting-information>.

Reports should be submitted via the CVA Grantee Portal:

<https://myeco.force.com/grants/s/login/?startURL=%2Fgrants%2Fs%2F&ec=302>.

Pump out Project Certification of Completion

The Certificate of Completion Form must be completed and submitted with the final invoice to the Department. The form may be downloaded at:

<https://floridadep.gov/rcp/cva/forms/certificate-completion-form>.

Signage Specifications

Grantees are required to display signs to inform boaters about a pump out facility. Specifications are listed online at: <https://floridadep.gov/rcp/cva/content/pumpout-signage-requirements> and the required logos may also be requested from the Department.

Contact the Department's Grant Manager by:

Email: Clean.Vessel.Act@floridadep.gov

Phone: (850) 245-2094

Pump out Logsheets

Logs must be kept as backup documentation for a period of five (5) years. A Sample Pump out Log sheet may be downloaded at: <https://floridadep.gov/rcp/cva/documents/pumpout-log-sheet-sample>.

ATTACHMENT 8

Contract Provisions for DOI-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ADMINISTRATIVE

12. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

13. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

15. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

16. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

17. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

18. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

19. Additional Lobbying Requirements

- (a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- (b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- (c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

20. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act (“FFATA”) of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF INTERIOR-SPECIFIC

21. Department of Interior (DOI) General Terms and Conditions

Recipients shall comply with DOI General Terms and Conditions available at https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions, and incorporated by reference.

22. DOI Regulations

Recipients shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.

23. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

24. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

25. Deposit of Publications Produced under Grants

Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior’s Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: <http://elips.doi.gov/ELIPS/DocView.aspx?id=1671>.

UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC

26. USFWS Financial Assistance Award Terms and Conditions

Recipients shall comply with the USFWS Financial Assistance Award Terms and Conditions applicable to the specific Federal Award funding source, available at <https://www.fws.gov/grants/atc.html>, and incorporated by reference.

NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC

27. LWCF Federal Financial Assistance Manual

As applicable, Recipients shall comply with the LWCF Federal Financial Assistance Manual Effective October 1, 2008, or later, available at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, and incorporated by reference.

28. Historic Preservation

As applicable, Recipients shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).

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EXHIBIT A

PROGRESS REPORT FORM

Project Number:

Agreement Number:

Grantee Name:

Reporting Period: Year -

Quarter -

Provide a summary of the project's accomplishments to date.

Provide an update on the estimated time for completion of the project, and an explanation if there are any anticipated delays.

Identify below, and attach copies of any relevant work being submitted for this project for the reporting period (e.g. copies of permits, photographs, etc.)

This report is submitted in accordance with the reporting requirements of Clean Vessel Act

Project Agreement No. and accurately reflects the activities and costs associated with the approved project.

Signature of Grantee's Grant Manager

Date



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: _____

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing \$5,000 or more purchased directly or indirectly under the above Agreement. Complete:
1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP’s percent share of that cost, 8) location/address of the property, 9) use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

Description	Serial No./ ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant	Location	Use and Condition	Disposition

Grantee: _____ Date: _____ Grantee Grant Manager: _____ Date: _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee’s invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Grantee Name: Town of Fort Myers Beach
MV: MV429 CVA: CVA21-030

DEP Program: Clean Vessel Act Grant Program

*If reimbursement is being requested, an invoice on facility letterhead **must** accompany this form.*

	Total Project (100% of cost)
Permits	
Site Preparation	
Renovation	
Equipment Purchase	
Equipment Installation	
Operations of Equipment	
Maintenance and Repair	
Sewage Hauling	
Pump out Signage	
Educational and Instructional Materials	
Total Project Cost	\$0.00
75% Reimbursable to Grantee	\$0.00
25% Grantee Match	\$0.00

I attest that documentation has been and will be maintained as required by this Agreement to support the amounts reported above and is available for audit upon request. I attest that all expenditures prior to this request have been made and are true and accurate and are only for the purposes as described in Clean Vessel Act Grant Project Agreement No. MV_____. I further attest, that _____ (Grantee) has complied with the terms and conditions of this Agreement.

Grantee's Grant Manager

Date

1. Requested Motion:

Meeting Date: January 24, 2022

Approve Resolution 22-04, Authorizing the execution of a purchase and sale agreement between Gordon Zeng and the Town for the purchase of 2 parcels of land adjacent to Town Hall , appropriating and allocating funds for the purchase, and authorizing the Mayor, Town Manager and Town Attorney to take all necessary steps to close the Town's purchase of the property described as folio #'s 10227569 and 10574347.

Why the action is necessary:

To authorize and approve the purchase of 2 parcels of land.

What the action accomplishes:

Approves and authorizes the purchase of 2 parcels of land by the Town and also appropriates and allocates funds for the land purchase.

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The acquisition of these two parcels are presented as an opportunity for the Town to expand our service capabilities. The Town's Comprehensive Plan states the Town should acquire property to perform the functions of a municipality and to also acquire waterfront property (see below). The two parcels are centrally located adjacent to the existing Town Hall property. The acquisition of the parcels will allow for the expansion of facilities and services or other appropriate uses as determined by Town Council. The initial staff recommendation is to acquire these parcels for the placement of mooring field upland facilities. There are State and other grants available for such improvements. However, the final build out net costs will be in the form of "mortgage" to the marina operations, replacing the current monthly rent.

Potential grants include:

- Florida Boating Improvement Program (State)
- Sport Fish Restoration Program (Federal)
- Boating Infrastructure Grant Program (Federal)
- Tourist Development Council (Local)
- West Coast Inland Navigational District (WCIND) (Local)

Purchase funds are available from the following sources:

• Available cash contingency	\$400,000 *
• Loan reimbursement	\$300,000
• Reduce recurring Renewal/Replacement Capital by 10%	<u>\$300,000</u>
	\$1,000,000

*Includes Community Policing of \$230,000. Limits financial flexibility for FY2022

The Comprehensive Plans states:

OBJECTIVE 5-E ACCESS TO THE WATER — Increase the number of well-maintained accesses to beaches, bays, and navigable waters to serve the existing and future population and visitors.

Attachments:

1. Resolution 22-04 re Approving Land Purchase Adjacent to Town Hall(129820829.1)-C
2. 166 Chapel St 99 Tropical Shores

Financial Impact:

\$1 million to be allocated and appropriated.

6. Alternative Action

Do not approve.

7. Management Recommendations:

Approve the purchase.

8. Recommended Approval:

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

Created/Initiated - 1/19/2022
Approved - 1/19/2022
Approved - 1/20/2022
Approved - 1/21/2022
Final Approval - 1/21/2022

RESOLUTION NO. 22-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THAT CERTAIN PURCHASE AND SALE AGREEMENT BETWEEN GORDON ZENG AND THE TOWN ATTACHED AS EXHIBIT “A” FOR THE PURCHASE OF VACANT LAND ADJACENT TO TOWN HALL MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, IN THE AMOUNT OF \$1,000,000.00; ALLOCATING AND APPROPRIATING FUNDS FOR THE PURCHASE; AUTHORIZING THE MAYOR, TOWN MANAGER AND TOWN ATTORNEY TO TAKE ALL NECESSARY STEPS TO CLOSE THE PURCHASE OF THE PROPERTY AND OTHERWISE IMPLEMENT THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the Town has an opportunity to purchase land directly adjacent to Town Hall that would provide the Town to expand its service capabilities; and

WHEREAS, the Town will appropriate and commit funds (up to \$1,000,000) to complete the purchase from funding available in the 2022 Fiscal Year Budget, surplus revenues and/or under budget expenditures; and

WHEREAS, the Town desires to purchase the land for future upland facilities for the Town’s Mooring Field and/or other appropriate uses as determined by Town Council; and

WHEREAS, the Town has identified State and Federal grant opportunities for the construction funding of the Mooring Field upland facilities and authorizes Town Staff to apply for such grant funding opportunities utilizing the acquisition expenditure as a grant match whenever feasible; and

WHEREAS, to apply for some grant funding it is necessary for the Town to designating a “Project Manager”, and authorizing the Project Manger to apply for and administer the grant funding on behalf of the Town; and

WHEREAS, the Town desires to designate the Town Manager or designee as the Project Manager and authorize the Mayor, Town Attorney, and Town Manager or designee, to take all necessary steps to implement this Resolution.

129751479.1

129820829.1

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 adopted as the legislative and administrative findings of the Town Council.

Section 2. The purchase and sale agreement attached as Exhibit “A” is approved and the Town Council authorizes the allocation, appropriation, and expenditure of \$1 million dollars to purchase the property legally described in Exhibit “A” (“Property”).

Section 3. The Mayor, Town Attorney, and Town Manager or designee are authorized to take all necessary steps to implement this Resolution. Furthermore, the Town Manager or designee is selected as Project Manager and authorized to seek and apply for grant funding and administer the grant on behalf of the Town for improvements to the Property.

Section 4. This Resolution shall take effect immediately upon its adoption.

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

DULY PASSED AND ADOPTED on this 24th day of January 2022.

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

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:

129751479.1

129820829.1

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2022.

129751479.1

129820829.1

Vacant Land Contract

1* **1. Sale and Purchase ("Contract"):** GORDON ZENG DONGHE ZHU
2* ("Seller") and Town Of Fort Myers Beach
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: 166 CHAPEL ST FORT MYERS BEACH FL 33931 + 99 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931
6* Legal Description: SEAGRAPE SUBD BLK B PB 4 PG 17 LOT 9 + HILLS T P SUB PB 3 PG 84 POR LOT 31
7 HILLS T.P.SUBD. OR 355 P 98 PB 3 PG 84
8
9
10
11* SEC /TWP / /RNG of LEE County, Florida. Real Property ID No.:
12* including all improvements existing on the Property and the following additional property:
13
14* **2. Purchase Price:** (U.S. currency) \$ 1,000,000
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: JD Title & Escrow Services, LLC
17* Escrow Agent's Contact Person: Jackie Hooker
18* Escrow Agent's Address: 1505 SE 40th Street, Ste. A Cape Coral, Florida 33904
19* Escrow Agent's Phone: 239-984-5028
20* Escrow Agent's Email: Jackie@JDTitles.com
21
22* (a) Initial deposit (\$0 if left blank) (Check if applicable)
23* ☐ accompanies offer
24* ☐ will be delivered to Escrow Agent within days (3 days if left blank)
25* after Effective Date \$ 100,000
26* (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
27* ☐ within days (10 days if left blank) after Effective Date
28* ☐ within days (3 days if left blank) after expiration of Due Diligence Period \$
29* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$
30* (d) Other: \$
31* (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
32* to be paid at closing by wire transfer or other Collected funds \$ 900,000
33* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
34* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):
35* prorating areas of less than a full unit. The purchase price will be \$ per unit based on a
36* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
37* accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
38* calculation:
39* **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
40* delivered to all parties on or before Jan 21, 2022, this offer will be withdrawn and Buyer's deposit, if
41* any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
42* delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
43* has signed or initialed and delivered this offer or the final counter-offer.
44* **4. Closing Date:** This transaction will close on Feb 28, 2022 ("Closing Date"), unless specifically
45* extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
46* but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
47* Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
48* day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
49* insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
50* this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
51* other items.
52* **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
53* available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () () and Seller (G2) (G2) acknowledge receipt of a copy of this page, which is 1 of 8 pages.
VAC-14 Rev 3/21

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☒ within _____ days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

- (1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 20 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- (2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.
- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☒ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

- 11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**
- 12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.
- 14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**
- 15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.
- 16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

~~17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.~~

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Phillip Serna / P3419177

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

329*
330
331
332*
333
334
335*
336
337
338
339*

Phillip.Serna@cbrealty.com

Seller's Sales Associate Email Address

239-692-4280

Seller's Sales Associate Phone Number

Coldwell Banker Realty

Listing Brokerage

Listing Brokerage Address

Buyer's Sales Associate Email Address

Buyer's Sales Associate Phone Number

Buyer's Brokerage

Buyer's Brokerage Address

340
341
342*
343*
344*

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
(Check if applicable):

☐ A. Back-up Contract

☐ B. Kick Out Clause

☐ C. Other _____

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23. Additional Terms: _____

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COUNTER-OFFER/REJECTION

362*
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364*

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

365
366

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

367*

Buyer: _____ Date: _____

368*

Print name: _____ Town Of Fort Myers Beach

369*

Buyer: _____ Date: _____

370*

Print name: _____

371

Buyer's address for purpose of notice:

372*

Address: _____

373*

Phone: _____ Fax: _____ Email: _____

374*

Seller: Gordon Zeng Date: Jan 19, 2022

375*

Print name: _____ GORDON ZENG

376*

Seller: DONGHE ZHU Date: Jan 19, 2022

377*

Print name: _____ DONGHE ZHU

Buyer () () and Seller (G2) (G2) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

VAC-14 Rev 3/21

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378 **Seller's** address for purpose of notice:

379* Address: _____

380* Phone: _____ Fax: _____ Email: _____

381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter-offer.)**

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Buyer (____) (____) and Seller (G2) (G2) acknowledge receipt of a copy of this page, which is 8 of 8 pages.
VAC-14 Rev 3/21

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1. **Requested Motion:**

Meeting Date: January 24, 2022

Approval of Resolution establishing the Town's prioritization of ARPA funds for: any loss of general fund revenues due to the impacts of COVID-19, water and stormwater exclusively at Bay Oaks Recreational Campus, Times Square and Bayside Park, and Town wide Water projects.

Why the action is necessary:

Provides direction to staff for use of ARPA received funds

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. 22-03, Prioritizing Use of ARPA funds

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 - 1/19/2022
Approved - 1/20/2022
Approved - 1/20/2022
Final Approval - 1/20/2022

RESOLUTION NUMBER 22-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, REGARDING THE TOWN'S PRIORITIZATION OF USES OF AMERICAN RESCUE PLAN ACT FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Congress adopted the American Rescue Plan Act in March of 2021 (ARPA) which included \$65 billion in recovery funds for cities across the country; and

WHEREAS, ARPA funds are intended to provide support to state, local and tribal governments in responding to the impact of COVID-19; and

WHEREAS, the Town of Fort Myers Beach is scheduled to receive a total of \$3,553,05, in ARPA funding in two tranches; and

WHEREAS, the Town has received the first tranche of ARPA funds from the United States Treasury in the amount of \$1,776,528; and

WHEREAS, the Town Council deems it in the best interest of the Town to prioritize use of the ARPA funds for any loss of general fund revenues due to the effects of COVID-19, water and stormwater exclusively at Bay Oaks Recreational Campus, Times Square and Bayside Park, and Town wide water projects.

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

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

Section 2. This Resolution memorializes and ratifies the decision of the Town Council, as discussed at the January 13, 2022 Management and Planning Session.

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 24th day of January 2022 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 _____ 2022.

1. **Requested Motion:**

Meeting Date: January 24, 2022

Authorize the Town Manager to approve the purchase of potable water pump control systems VFD (variable frequency drives) for the pumps located at Moss Marina pump station.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Variable Frequency Drives (VFD's) will be installed on all pumps over the next couple years with Council approval. VFD's stop dramatic pressure changes in the system by adjusting the speed of the pump to maintain pressure. Without the VFD, the pump shuts down automatically when a certain pressure is reached, causing wear and tear on the couplings and pump seals. The VFD will automatically adjust the speed to maintain a set pressure with no dramatic increases or decreases. They also help save energy costs by reducing pump speed when full power is not required.

Hudson Pumps is a sole source provider.

Attachments:

1. VFD Justifications
2. Hudon Sole Source
3. ITT Goulds
4. Data Sheets
5. VFD Quote

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 1/18/2022
Approved - 1/18/2022
Approved - 1/20/2022
Approved - 1/20/2022
Final Approval - 1/20/2022

Sarah Lisenko

From: Warren Rood
Sent: Friday, January 14, 2022 9:58 AM
To: Christy Cory
Cc: Sarah Lisenko
Subject: VFDs for Moss Marina

There are several reasons to justify VFDs (variable frequency drives) for all our potable water pumps on the island.

- 1: VFDs can save a lot of energy cost. They automatically reduce speed when full power is not required. The result could be that it could potentially pay for itself within a year.
 - 2: with the larger capacity of the new Marina pumps instead of running two pumps when filling the tanks there is the possibility that one pump will handle the load. If additional load is required the 2nd pump would only run fast enough to pick up the additional load.
 - 3: The VFDs will stop dramatic pressure changes in the system. As it is now if the pressure drops below a set pressure another pump comes on at full speed increasing pressure by 10 psi or better. When the pressure reaches the desired set high pressure the pump shuts down causing the pressure to drop rapidly. A VFD will automatically adjust the speed to maintain a set pressure with no dramatic increases or decreases in pressure. The result is a more stable system pressure.
 - 4: less wear and tear on the pumps. A VFD will start gradually at a low torque saving wear and tear on couplings and pump seals.
 - 5: Generator requirements. A larger generator is required to handle the starting load of a direct start motor. The generator at the north station is large enough to handle the load on the two pumps, however it is not large enough to handle the starting load of the 75 HP pump, therefore either a larger generator is needed or we need to install a VFD on it and keep the current generator. A VFD is a much cheaper alternative.
 - 6: The generator at the south station is 35 years old and will eventually need replacing.
- If we install VFDs on all three pumps there we could install a smaller generator at a much cheaper cost.

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

1. Contracting Organization: The Town of Fort Myers Beach is responsible for this action. The Department of the Town Requesting is Utilities

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

3. Description of Goods or Services: The purpose of this request is
purchase two pumps to replace pumps at the Marina Station

The vendor, Hudson Pumps will be responsible for delivering the pump

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

5. Applicability Of Authority: Company X Hudson Pumps is the only qualified vendor in the United States that can meet the Utility needs of replacing the Marina Station pump and the justification is as follows:

6. Efforts to Obtain Competition: Review of _____ companies or products was undertaken and attached to this document.

7. Fair and Reasonable: Comparison of cost for similar products are attached but due to the nature of the good or service we require Company X Hudson Pumps be awarded due to these reasons provided:
Sole Source Provider

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

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

Christy Cory

Name

Christy Cory

Signature

Digitally signed by Christy Cory
Date: 2021.07.23 12:08:32 -0400

07/23/21

Date

Finance Review: _____

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

Agenda Date _____ Attach Copy for Audit _____

Goulds Pumps



ITT Industries
Engineered for life

KELLY BEAVER

200 Summit Overlook Drive

Dawsonville, GA 30534

Tel (770) 856-9136

E-mail: kelly.beaver@itt.com

Official Notice

Date: January 4, 2022

Subject: ITT Goulds Pumps Municipal Representation
State of Florida

To: Whom it may concern,

This Document serves as official notice that **Hudson Pump & Equipment, a Division of Tencarva Machinery Company** is the exclusive municipal representative for all sales of **ITT Industrial Process** products in the state of Florida. This exclusivity agreement applies to all ITT Industrial Process products as shown below:

- ITT Goulds Pumps sold under the “brand names” of **Goulds Pumps, Allis-Chalmers, Goyne Pump and Morris Pumps**. (Please note: Goyne Pump Company was acquired by ITT Goulds Pumps in 1979 and Morris Pumps was acquired by ITT Goulds Pumps in 1981).
- ITT Goulds Pumps’ repair parts sold under the “brand names” **Goulds Pumps, Allis-Chalmers, Goyne Pump and Morris Pumps**.
- ITT Monitoring & Control (Variable Frequency Drives) sold under the “brand names” of **ProSmart and PumpSmart**
- In addition, Hudson Pump is the “only” Goulds Pumps Authorized Service Center (ASC) within the state of Florida which gives them exclusive “authorized” rights for the repair / rebuild of Goulds Pumps equipment.

If you have any questions regarding this agreement, please don’t hesitate to contact me.

Best regards,



Kelly Beaver

ITT Goulds Pumps

Regional Sales Manager

PUMPSMART® HUDSON PUMP

HUDSON PUMP

Proposal No : LKRB21-11-12 01

Item No : ITEM 001

Lakeland
Hudson Pump &
Equipment
A Division of Tencarva
Machinery Company
3524 Craftsman Blvd.
Lakeland, FL 33803
(863)665-7867
Fax(863)666-5649
Quoted By Roger Burna

January 14, 2022

PUMPSMART VARIABLE SPEED DRIVE SYSTEMS: PS220 (Low Voltage) – Advanced PumpSmart Functions QTY: 2

Operating Site Conditions

OPERATING TEMP. 5.0 deg F minimum, 104.0 deg F maximum (no de-rate required)
ELEVATION 3,281.0 ft ASL maximum (no de-rate required)
MOTOR INSULATION Yes
MAX MOTOR CABLE 984.00 ft

Controller Ratings

CONTROLLER PART NO. K03553A10
POWER 50.0 hp (based on NEMA ratings for typical 4-pole motor, check motor
current for compatibility)
MAXIMUM CURRENT 65A Continuous
SUPPLY VOLTAGE 440 VAC - 500 VAC
RECOMMENDED FUSE SIZE 600V, 90A, Bussmann# JJS-90, Type T

Controller Platform

DRIVE PLATFORM ABB ACS880-01
DRIVE FRAME SIZE R5
WEIGHT 52.0 lb
ENCLOSURE RATING NEMA 12 / IP55

Field Service / Repair

M&C - Supervision of Inspection, Start-up, Field testing and/or Programming service, non-classroom training, for Domestic
Orders (per 8 hour day)

The PS220 is an integrated pump controller that can increase the Flow Economy and Reliability of your pump and system. Use the PS220 to replace a traditional motor starter to take advantage of the adjustable soft starter and add the flexibility to dial in the pump speed to match the process demand. The PS220 protects the pump from upset conditions with patented pump protection algorithms and the motor from overload conditions. The PS220 is the complete pump controller package and can be applied to any centrifugal or positive displacement pump.

Pump Insight - With features such as SMARTFLOW Sensorless Flow and the Flow Economy Calculator the PS220 provides the information you need to help run your process smoothly and efficiently.

Advanced Pump Protection - Use the patented Sensorless Pump Protection to protect the pump from upset conditions such as dry-run, low-flow, dead-head and run-out at any operating speed.

Flow Economy - By righting sizing the pump to the process demand the Flow Economy of your pump is optimized which will reduce energy consumption and overall total operating cost.

Process Control - As standard PumpSmart systems come equipped with advanced process control features that help optimize your pumping system for maximum uptime, reliability and energy savings.

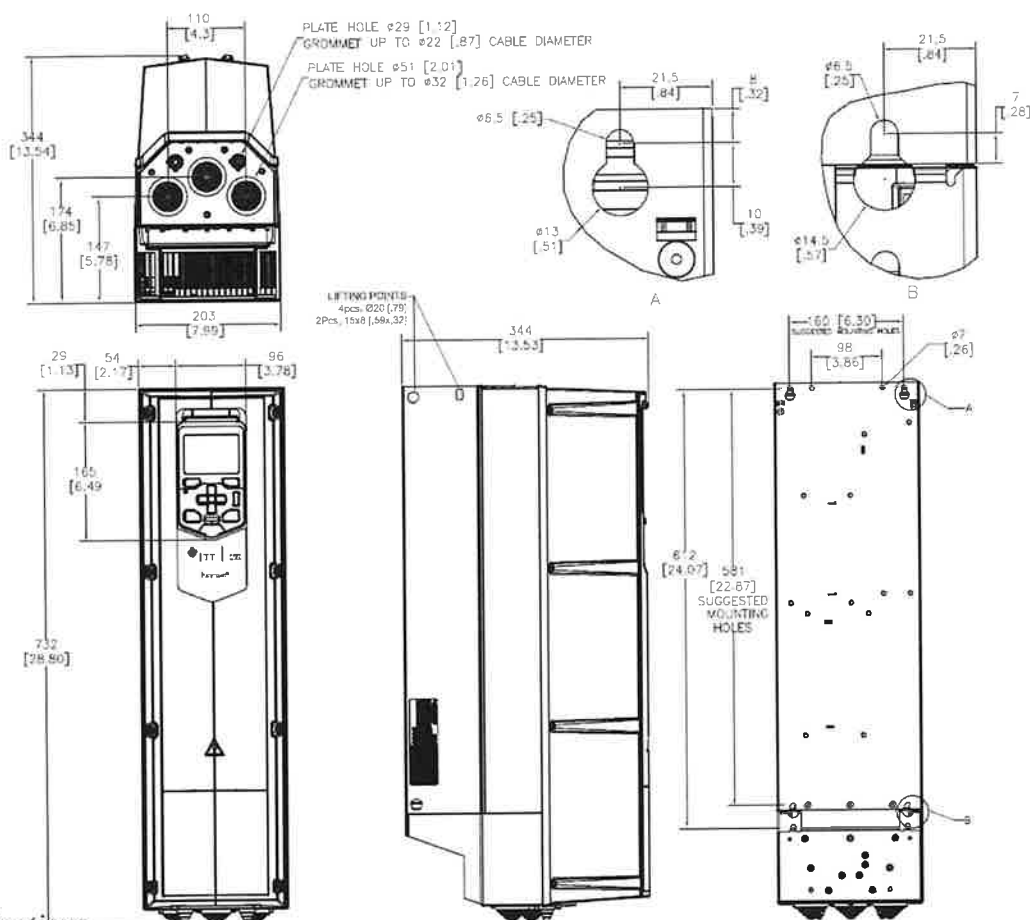
Pump Knowledge - With over 150 years of pump expertise be confident your pump has been optimally selected and is properly protected by the people who know pumps. If you have a pump that can benefit from any of these features let the pump experts evaluate your system and recommend the best PumpSmart solution.



Program Version 1.76.0.0

Our offer does not include specific review and incorporation of any Statutory or Regulatory Requirements and the offer is limited to the requirements of the design specifications. Should any Statutory or Regulatory requirements need to be reviewed and incorporated then the Customer is responsible to identify those and provide copies for review and revision of our offer.

****** Our quotation is offered in accordance with our comments and exceptions identified in our proposal.**



Drive Specifications

CONTROLLER PART NO.	K03553A10	DRIVE PLATFORM	ABB ACS880-01
LOAD TYPE		SUPPLY VOLTAGE	440 VAC - 500 VAC
POWER (1)	50.0 hp	SHORT CIRCUIT RATING	
MAXIMUM CURRENT	65A Continuous	MAX MOTOR CABLE	984.00 ft
OVERLOAD	110% 1 minutes / 5 minutes, A maximum for 10s at start up		
RECOMMENDED FUSE SIZE	600V, 90A, Bussmann# JJS-90, Type T		

Enclosure Specifications

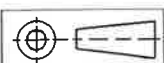
FRAME SIZE	R5	OPERATING TEMP	5.0 deg F min. - 104.0 deg F max. (No de-rate required)
ENCLOSURE	NEMA 12 / IP55	ELEVATION	3.281.0 ft (NO DE-RATE REQUIRED)
WEIGHT	52.0 lb	HUMIDITY	
CABLE ENTRY			

Notes and References

- 1) Power ratings based on NEMA ratings for typical 4-pole motor, check motor current for compatibility
- 2) Recommended fuse size is provided, which can be substituted per UL class specifications. Check that the operating time of the fuse is below 0.5 seconds. Fuses must be of the non-time delay type.

DRAWING IS FOR REFERENCE ONLY.
NOT CERTIFIED FOR CONSTRUCTION UNLESS SIGNED.

Customer: HUDSON PUMP
Serial No:
Customer P.O. No:
Item No: ITEM 001
End User: City of Fort Myers Beach



All dimensions are in : mm (in.).
Drawing is not to scale
Weights (lbs) are approximate

DRAWING NO LKRB21-11-12 01/ITEM 001



Pump & Equipment

A Division of Tencarva Machinery Company

3524 Craftsman Boulevard • Lakeland, FL • 33803

Tel: (863) 665-7867 • **Fax:** (863) 666-5649

Municipal Division

Quote No: 011422RB2
Customer: Fort Myers Beach, Town of
Location:
Attn: Warren Rood
Phone:
Fax:
Email: Warren@fmbgov.com
From: Roger Burna/Scott Chisholm

Date: 01/14/22
No. Pages: 1
Your No.:
Delivery: 9-10 weeks
Terms: N30
F.O.B.: Destination
Freight included

Conditions of Service: PumpSmart VFDs for 14FHC-1 (Marina Pumps)

We are pleased to quote as follows:

Qty.	Description	Price Each	Delivery
2	ITT Goulds Pumpsmart Model PS220 50Hp Nema 12/IP55 Control Solutions VFD	\$9,753.00	\$19,506.00
1	Day, Factory Start-Up and Training (includes 2 Days Factory Travel Time)	\$7,099.00	\$7,099.00
	NOTE: Each additional day of Start-Up and Training, if required, add \$2,500.00/Day		
	TOTAL:		\$26,605.00
Quote Valid for 60 Days			

With the following notes:

1. Freight is included.
2. Delivery: 9-10 weeks.

Best Regards,

Roger Burna

HUDSON PUMP & EQUIPMENT

phone: (863) 665-7867

fax: (863) 667-2951

1. Requested Motion:

Meeting Date: January 24, 2022

Authorize the Town Manager to approve the Utilities Department to purchase a 2022 Ford Transit from Step One Automotive Group, Ford Crestview, as per state contract 25-0000-21-STC for \$29,512.00.

Why the action is necessary:

This is a 2015 Ford Transit that should be replaced as it has exceeded its service life and has incurred numerous mechanical and maintenance issues affecting reliability and safety.

What the action accomplishes:

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

The current 2015 Ford Transit model is due for replacement. It has exceeded its service life and is proposed for replacement. Excessive maintenance, labor and parts have incurred unexpected and excess costs and time for the Town. Purchasing a new Ford Transit would be advantageous for the Utilities Department and the Town. Funding is available in the Water Utility budget for the purchase.

Attachments:

1. Ford Transit - Ford Transit Proposal
2. Quote Sheet - Ford Transit

Financial Impact:

6. Alternative Action

Do not approve

7. Management Recommendations:

Approve

8. Recommended Approval:

Sarah Lisenko, Administrative Officer
Christy Cory, Utilities Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 1/13/2022
Approved - 1/18/2022
Approved - 1/20/2022
Approved - 1/20/2022
Final Approval - 1/20/2022

Council
1/24

FORD CRESTVIEW

FT WALTON BCH CDJR



STEP ONE AUTOMOTIVE GROUP
4060 FERDON BLVD
CRESTVIEW, FL 32536
ERIC JORE
GOVERNMENT SALES
CELL 407-234-5116
OFFICE 850-292-4580
E-MAIL
EJORE@STEPONEAUTO.COM

PROPOSAL

NAME TOWN OF FT MYERS BEACH
EMAIL
ATTN CHRIS
DATE 12-28-21

22 FORD TRANSIT LOW ROOF CARGO VAN 148" WB	
3.5 V-6 ENGINE 10 SPEED AUTO TRANS, POWER WINDOWS & LOCKS	
P235 TIRES, DUAL VINYL BUCKET SEATS, AM FM RADIO, A/C	
FIXED REAR DOOR GLASS	
HD TOWING PKG WITH HITCH	
CRUISE CONTROL	
LOAD AREA PKG WITH VINYL MAT IN CARGO AREA	
UNIT PRICE	29,512.00
DELIVERY 20-30 DAYS ARO	
CURRENTLY IN PRODUCTION	
2 AVAILABLE SUBJECT TO PRIOR SALE	
PER STATE CONTRACT 25-0000-21-STC	

PURCHASER ACKNOWLEDGES:
STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
Eric Jore
Government Sales



QUOTE SHEET

ITEM/SERVICE Purchase of Ford Transit Van DATE January 13, 2022

QUOTE #1

Company Ford Crest View - Step One Auto

Contact Name and Phone # Eric Jore - 407-234-5116

PRICE \$ 29,512.00

QUOTE #2

Company Dural Fleet

Contact Name and Phone # Bambi Darr - 904-381-6596

PRICE \$ 27,521.00 - but wouldn't arrive until 2023 + 2022 model

QUOTE #3

Company Sam Galloway

Contact Name and Phone # could not provide vehicle

PRICE _____

AWARD TO: Ford Crest View - Step one Auto

Attach Item Descriptions/Comparison Sheets

Purchases Under \$500 - Verbal Quote note date, time and whom you spoke to on the bill

Purchases \$501 to \$3,999.00 3 quotes, Document the vendor information and amount on the quote sheet

Purchases \$4,000.00 to \$24,999 3 written quotes, Document on the Quote Sheet & provide the copies of the quotes the vendor sent you

\$25,000.00 within a fiscal year

Competitive Sealed Bids



Top Liens

1. 80 Ave E – CE14-0394, SWO – Work Without a Permit Bld A - \$514,150.00 still accruing at \$250.00 per day
2. 80 Ave E – CE15-0167, Unsafe Structure- Bld B - \$514,150.00 still accruing at \$250.00 per day.
3. 80 Ave E – CE17-0065, Work Without a Permit - Certified Fine \$500.00.
4. 1028 Estero – CE18-0234, Beach Chair Rental Without a Permit - Certified Fine \$117,750.00.
5. 1028 Estero – CE20-0018, Beach Chair Rental Without a permit - Certified Fine Totaled \$9,575.00.
6. 1046 Estero – CE17-0659, Portable Sign Off Premises - \$242,625.00 still accruing at \$200.00 per day.
7. 1046 Estero – CE17-0707, Operating Unapproved Parking Lot - Certified Fine \$80,050.00.
8. 1046 Estero – CE18-0235, Beach Chair Rental Without a Permit - Certified Fine \$11,750.00.
9. 1046 Estero – CE18-0446, Dumpster Not Screened - Certified Fine \$ 207,250.00.
10. 1046 Estero – CE20-0017, Beach Chair Rental Without a Permit -\$ 76,825.00 Still accruing at \$250.00 per day.
11. 268/270 Nature View Ct – CE18-0700, Work Without a Permit/Remodel After Fire - \$154,750.00 still accruing at \$250.00 per day.
12. 268/270 Nature View Ct. – CE18-0724, Work Without a Permit/Roof - \$154,750.00 still accruing at \$250.00 per day.
13. 268/270 Nature View Ct. – CE20-0597, Repeat, Rental Less than 7 Days (24 violations) - Certified Fine \$12,075.00.
14. 1661 Estero – CE19-0026, Operating Unapproved Parking Lot - \$123,800.00 still accruing at \$200.00 per day.